

REQUEST FOR PROPOSALS

Development of the Northern Corridor Business Information Portal

April 2021

REQUEST FOR PROPOSALS
RFP No.:

Request for Proposal

NORTHERN CORRIDOR TRANSIT AND TRANSPORT COORDINATION AUTHORITY (NCTTCA) intends to procure a Consultant for the *Development of the Northern Corridor Business Information Portal* for which this Request for Proposals (RFP) is issued.

NCTTCA now invites ICT Consulting Firms to provide Technical and Financial Proposals for the following Services: Development of an online Business Information Portal. More details on the services are provided in the attached Terms of Reference (TOR).

The Consulting Firm will be selected under a Quality – Cost Based Selection procedures described in this RFP.

The RFP includes the following documents:

- Section I. Instructions to Consulting Firms
- Section II. Technical Proposal – Standard Forms
- Section III. Financial Proposal – Standard Forms
- Section IV. Terms of Reference
- Section V. Standard Form of Contract

The Proposals must be delivered by hand or through mail to NCTTCA on **1196 Links Road, Nyali, P.O. Box 34068 – 80118 Mombasa, Kenya. Email procurement@ttcanc.org**. by **Wednesday 26th May 2021** at 10am. Late Proposals shall not be accepted.

NCTTCA reserves the right to accept or reject any proposal and to annul the selection process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to affected Consulting Firms.

Omae NYARANDI
EXECUTIVE SECRETARY

Table of Contents

Section I - Instructions to Consulting Firms.....	5
Section II – Technical Proposal Standard Forms	19
Section III. Financial Proposal - Standard Forms.....	26
Section IV. Terms of Reference	31
Section V – Pro-forma Contract	44

Section I - Instructions to Consulting Firms

1. Introduction

- 1.1 Only eligible Consulting Firms may submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant Firm.
- 1.2 Consulting Firms should familiarize themselves with local conditions and take them into account in preparing the proposal.
- 1.3 The Consulting Firm's costs of preparing the proposal and of negotiating the contract, are not reimbursable as a direct cost of the assignment.
- 1.4 Consulting Firms shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the NCTTCA.
- 1.5 NCTTCA is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Service Providers/Consulting Firms.
- 1.6 NCTTCA shall provide at no cost to the Service Provider/Consulting Firm the necessary inputs and facilities, and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports (see Section V. Terms of Reference).
- 1.7 Consulting Firms interested in bidding for this assignment should register with us on procurement@ttcanc.org to facilitate easier communication of the addendum if any.

2. Corrupt, Fraudulent, and Coercive Practices

- 2.1 NCTTCA Policy requires that all NCTTCA Staff, bidders, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. NCTTCA shall reject any proposal put forward by bidders, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, NCTTCA defines for purposes of this paragraph the terms set forth below as follows:
 - Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of any thing of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
 - Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;
 - Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;

- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract.

3. Conflict of Interest

3.1 All bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand. A bidder may be considered to have conflicting interest under any of the circumstances set forth below:

- A Bidder has controlling shareholders in common with another Bidder;
- A Bidder receives or has received any direct or indirect subsidy from another Bidder;
- A Bidder has the same representative as that of another Bidder for purposes of this bid;
- A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Bid of another or influence the decisions of the Mission/procuring Entity regarding this bidding process;
- A Bidder submits more than one bid in this bidding process;
- A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject of the bid.

4. Clarifications and Amendments to RFP Documents

4.1 At any time before the submission of the proposals, NCTTCA may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all short-listed Consulting Firms who have acknowledged the Letter of Invitation.

4.2. Consulting Firms may request for clarification(s) on any part of the RFP. The request must be sent in writing or by standard electronic means and submitted to NCTTCA at the address indicated in the invitation at least (7) *calendar days* before the set deadline for the submission and receipt of Proposals. NCTTCA will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

5. Preparation of the Proposal

5.1 A Consulting Firm's Proposal shall have two (2) components:

- a) the Technical Proposal, and
- b) the Financial Proposal.

5.2 The Proposal, and all related correspondence exchanged by the Consulting Firms and NCTTCA, shall be in *English*. All reports prepared by the contracted Service Provider/Consulting Firm shall, be in *English*.

- 5.3 The Consultants will prepare a User Manual that will detail the use and specifications of the system developed. This Manual shall be produced in both English and French.
- 5.4 The Consulting Firms are expected to examine in detail the documents constituting this Request for Proposal (RFP). Material deficiencies in providing the information requested may result in rejection of a proposal.

6. Technical Proposal

6.1 When preparing the Technical Proposal, Consulting Firms must give particular attention to the following:

- a) If a Consulting Firm deems 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 consultants or entities in a joint venture or sub-consultancy, as appropriate. Consulting Firms may associate with other consultants invited for this assignment or enter into a joint venture with consultants not invited, only with the approval of NCTTCA. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.¹
- b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.
- c) 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.
- d) Proposed professional staff must, at a minimum, have the experience of at least *Five years*, preferably working under conditions similar to those prevailing in the country of the assignment.

6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TECH 1 to TECH 6 (Section III).

A brief description of the Consulting Firms organization and an outline of recent experience on assignments of a similar nature (TECH-2), if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.

- a) The bidder (individual firm or joint venture) is required to submit as a mandatory requirement, a certificate of completion or equivalent for all completed assignments. .
 - b) A description of the approach, methodology and work plan for performing the assignment (TECH-3). This should normally consist of maximum of ten (10) pages including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities. The work plan should be consistent with the work schedule (TECH-7)
-

- c) The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team member (TECH-4).
- d) Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal (TECH-5). Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last *five years*.
- e) A time schedule estimate of the total staff input (Professional and Support Staff, staff time needed to carry out the assignment, supported by a bar chart diagram showing the time proposed for each Professional and Staff team members (TECH-6). The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
- f) A time schedule (bar chart) showing the time proposed to undertake the activities indicated in the work plan (TECH-7).

6.3 The technical proposal shall not include any financial information.

7. Financial Proposal

- 7.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to FPF 4 (Section IV).
- 7.2 The Financial proposal shall include all costs associated with the assignment. If appropriate, these costs should be broken down by activity. All items and activities described in the Technical proposal must be priced separately; activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.
- 7.3 The Service Provider/Consulting Firm may be subject to local taxes on amounts payable under the Contract. Taxes, however, shall not be included in the sum provided in the Financial Proposal as this will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 7.4. Consulting Firms shall express the price of their services in *USD*.
- 7.5 The Financial Proposal shall be valid for *90 calendar days*. During this period, the Service Provider/Consulting Firm is expected to keep available the professional staff for the assignment. NCTTCA will make its best effort to complete negotiations and determine the award within the validity period. If NCTTCA wishes to extend the validity period of the proposals, the Service Provider/Consulting Firm has the right not to extend the validity of the proposals.

8. Submission, Receipt, and Opening of Proposals

8.1 Consulting Firms may only submit one proposal.

- 8.2 The original Proposal (both Technical and Financial Proposals) shall be prepared in indelible ink. It shall contain no overwriting, except as necessary to correct errors made by the Consulting

Firms themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.

- 8.3 The Consulting Firms shall submit an original soft version of both Technical and Financial Proposals, which shall be marked "Original". The Financial Proposals shall be password protected.
- 8.4 The original Technical and Financial Proposals shall be sent to: procurement@ttcanc.org.
- 8.5 Proposals must be received by NCTTCA at the place, date and time indicated in the invitation to submit proposals or any new place and date established by the NCTTCA. Any Proposal submitted by the Service Provider/Consulting Firm after the deadline for receipt of Proposals prescribed by NCTTCA shall be declared "Late," and shall not be accepted by the NCTTCA. It shall be returned to the Consulting Firm.
- 8.6 After the deadline for the submission of Proposals, all the Technical Proposals shall be opened first by the NCTTCA. The Financial Proposal shall remain password protected until all submitted Technical Proposals are opened and evaluated. Thereafter, passwords for Financial Proposals shall be called for but only for the firms which will have passed the Technical Evaluation stage.

9. Evaluation of Proposals

- 9.1 **After the Proposals have been submitted to the NCTTCA and during the evaluation period, Consulting Firms that have submitted their Proposals are prohibited from making any kind of communication with any NCTTCA member, as well as its Secretariat regarding matters connected to their Proposals. Any effort by the Consulting Firms to influence NCTTCA in the examination, evaluation, ranking of Proposals, and recommendation for the award of contract may result in the rejection of the Consulting Firm's Proposal.**

10. Technical and Financial Evaluations

INSTRUCTIONS TO TENDERERS
Name of the Client: NORTHERN CORRIDOR TRANSIT AND TRANSPORT COORDINATION AUTHORITY
Financial Bid to be submitted together with Technical Proposal: YES, BUT IN SEPARATE FILES. THE FINANCE BID IN PDF SHOULD BE PASSWORD PROTECTED. ONCE THE FIRM HAS QUALIFIED IN TECHNICAL EVALUATIONS, NCTTCA WILL NOTIFY AND REQUEST FOR THE PASSWORD.
Name of the assignment is: <i>Development of The Northern Corridor Business Information Portal</i>

The Client's representative is: **Executive Secretary**, Address:
1196 Links Road, Nyali, P.O. Box 34068 – 80118 Mombasa,
Kenya. Email procurement@ttcanc.org

The Proposal Validity Period shall be:

90 days

Clarifications may be requested not later than: **7 (seven) days before the submission date.**

The address for clarification on bid document: procurement@ttcanc.org

Bidders must submit prices exclusive of taxes as the institution is tax exempt

Prices quoted shall be in US Dollars

The BID will be sent by email to procurement@ttcanc.org as 2 separate files. The Financial bid shall be in PDF and with a password.

The Proposal submission will be by ***Email to:*** procurement@ttcanc.org

Proposals must be submitted no later than the following date and time:

26th May 2021 at 10am (Late Proposals shall not be accepted).

Attendance at Opening:

Due to Covid 19 protocols and restrictions, the bidders will not attend the opening of the bids.

Proposal Evaluation Process

Evaluation of bids shall be done as follows:

Technical & Financial Proposal evaluation will be carried out. Evaluations

will follow a 3 - step process:

- i. Step 1: Preliminary Evaluation
- ii. Step 2: Technical Proposal Evaluation
- iii. Step 3: Financial Proposal Evaluation

Proposals will be evaluated as follows:

- i. **Step 1:** Responsiveness to all mandatory requirements
- ii. **Step 2:** Technical Proposal Evaluation: Proposals will be evaluated against the criteria set out below. The Financial Proposal for bidders whose Technical Proposals are evaluated as scoring a minimum score of 80% will be eligible for Financial Proposal Evaluation.

iii. **Step 3:** Financial Proposal Evaluation: Financial Proposals will be evaluated according to the criteria set out below.

Step 1: Preliminary Evaluation

The bid; **Shall contain the following components:**

Particulars of Tendering Company including:

- a. The Company background/profile (**Mandatory**).
- b. Postal and physical address of the business (**Mandatory**).
- c. Certificate of Registration/Incorporation (**Mandatory**).
- d. Valid and Current Tax Compliance or Tax-Exempt Certificate from Revenue Authority where the business operations of tenderer are domiciled (**Mandatory**).

Evaluation of all bids submitted will be made firstly in respect of their responsiveness to preliminary requirements set above on a pass-fail basis. The bids that are not responsive to any of the **Mandatory** requirements shall be rejected and disqualified from further consideration.

Step 2: Technical Evaluation

Technical Evaluation Criteria		Maximum Score	Pass Score 80%
1. Specific Experience of the Consulting Firm relevant to the assignment (30 points)		30	24
<p>a. Experience of carrying out similar assignments implemented in the last 5 years, with a Certificate of Completion or equivalent (with contact details provided as supporting document). (6 points).</p> <p>b. Specific Experience in preparation of digital platforms or information portals which are highly responsive to mobile gadgets, interactive, dynamic, render/load fast and an easy-to-use interface capable of rendering statistical views. (6 points)</p> <p>c. Experience in creating shared services platforms, data security, digital transformation tools, integrated systems among others (6 points).</p> <p>d. Experience in design and use of modern data visualization tools for generation of data analytics, visualization and reports on use/performance. (6points)</p> <p>e. Experience in developing Database management solution using recent technologies; preferably open source and supports different data formats features such as non-volatile data management (6 points)</p>			
2. Adequacy of the proposed methodology and work plan		30	24
a. Assignment Plan	<ul style="list-style-type: none"> Has an assignment schedule which is realistic, in line with the timelines in the ToR and logically sequenced with an Agile Scrum development approach and clear on& offsite (4 points) 		
b. Requirements gathering and needs analysis	<ul style="list-style-type: none"> Provided an appropriate approach for developing and implementing the SRS (4points) Provided an appropriate approach for reviewing (establishing status and tracing implementation) the SRS. (2Points) 		
c. System	<ul style="list-style-type: none"> Provided an appropriate approach for 		

Development	<ul style="list-style-type: none"> undertaking the assignment using Agile Scrum approach. (4points) Provided an appropriate approach for reporting and verifying progress in the development of the system (2points) 		
d. System Testing	<ul style="list-style-type: none"> Provided details on how testing will be conducted. This should include how issues/bugs log will be managed. (3points) 		
e. Piloting, data migration and deployment	<ul style="list-style-type: none"> Provided details on how piloting and changeover will be done. (2points) Provided details on how hosting specifications will be defined and verified. (2points) 		
	<ul style="list-style-type: none"> Provided details on how data migration will be conducted and subsequently complete solution will be migrated from the development environment to the production environment. (2points) 		
f. Training	<ul style="list-style-type: none"> Provided details on how different types of training for all types of users will be conducted. (2points) 		
g. Support and Maintenance	<ul style="list-style-type: none"> Provided a draft Support & Maintenance Plan detailing what services are included and excluded. (2points) 		
	<ul style="list-style-type: none"> A minimum Warranty has been provided. (1points) 		
3. Specified Key Personnel – Professional Staff Qualifications and Competences for the Assignment		20	16
a.	<ul style="list-style-type: none"> Project Manager/ Business Analyst(s)/ Sys Architect (8points) 		
b.	<ul style="list-style-type: none"> Database Expert(s) (4points) 		
c.	<ul style="list-style-type: none"> Software Developer(s) (4points) 		
d.	<ul style="list-style-type: none"> UX/UI Expert(s) (4points) 		

The minimum technical score, Ts, required to pass and proceed to Financial Proposal opening is: **80%**

Technical and Financial Weights

Technical proposal weight: **80%**

Financial proposal weight: **20 %**

Step 3: Financial Proposal Evaluation

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are: T

= 80, and

P = 20

Proposals are ranked according to their combined technical (Ts) 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) as follows: $S = Ts \times T\% + Sf \times P\%$.

12. Negotiations

- 12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation will be communicated to the winning Bidder.

- 12.2 Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Service Provider/Consulting Firm; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the services, facilities and data, if any, to be provided by NCTTCA; e) Discussion on the financial proposal submitted by the Service Provider/Consulting Firm; and f) Provisions of the contract. NCTTCA shall prepare minutes of negotiation which will be signed both by NCTTCA and the Service Provider/Consulting Firm.
- 12.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 12.4 Having selected the Service Provider/Consulting Firm on the basis of, among other things, an evaluation of proposed key professional staff, NCTTCA expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, NCTTCA shall require assurances that the experts shall be actually available. NCTTCA will not consider substitutions during contract negotiation unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Service Provider/Consulting Firm may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.
- 12.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.
- 12.6 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section VI). To complete negotiations, NCTTCA and the Consulting Firms shall initial the agreed Contract. If negotiations fail, NCTTCA shall invite the second ranked Service Provider/Consulting Firm to negotiate a contract. If negotiations still fail, the NCTTCA shall repeat the process for the next-in-rank Consulting Firms until the negotiation is successfully completed.

13. Award of Contract

- 13.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider/Consulting Firm with the Highest Rated Responsive Proposal. Thereafter, the NCTTCA shall promptly notify other Consulting Firms on the shortlist that they were unsuccessful. Notification will also be sent to those Consulting Firms who did not pass the technical evaluation and NCTTCA shall return their unopened Financial Proposals.

13.2 Consulting Firm is expected to commence the assignment on *31st of May 2021*.

14. Confidentiality

14.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider/Consulting Firm who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Service Provider/Consulting Firm of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of NCTTCA's anti-fraud and corruption policy.

Section II – Technical Proposal Standard Forms

TECH-1: Technical Proposal Submission Form

[Location, Date]

To: *[Executive Secretary, NCTTCA]*

Dear Sir

We, the undersigned, offer to provide the Services for *[insert Title of consulting services]* in accordance with your Request for Proposal (RFP) dated *[insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held after the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We acknowledge and accept NCTTCA's right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with NCTTCA as a result of this proposal or not.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

TECH – 2: Consulting Firms Organization

[Provide here brief (maximum two pages) description of the background and organization of your firm/entity and each associate for the assignment (if applicable).]

TECH – 3: Description of the Approach, Methodology and Work Plan for Performing the Assignment

[The description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of reference and counterpart staff and facilities.]

TECH – 4: Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

TECH – 5: Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ 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. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

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. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: _____
[Signature of staff member and authorized representative of the firm] Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

TECH-6: 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
															Subtotal (1) _____
															Subtotal (2) _____
															Subtotal (3) _____
															Subtotal (4) _____

Full-time: _____
 Reports Due: _____
 Activities Duration: _____
 Location: _____

Part-time: _____

Signature of Authorized Representative:
 Full Name:
 Title:

TECH-7: Activity (Work) Schedule

A. Field Investigation and Other Activities														
No.	Activity/Work Description	<i>Duration</i>												
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
1														
2														
3														
4														
5														

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	1 week after signing of Contract
2. Software Requirements Specification (SRS)/Sign Off	3 weeks after approval of Inception Report
3. Pilot Business Information Portal Development and Testing a. All components developed b. All components tested c. Completed pilots to refine solution	3 weeks after approval of SRS
4. Final Business Information Portal a. All Components UAT Sign-off b. Data migration c. Deployment to production environment	3 weeks after the Pilot launch
5. Documentation and Training Report a. User Manual (Front /Back end) b. Training completed and signed-off based on Training Plan c. Source code handed-over	2 weeks after UAT sign-off
6. Support and Maintenance a. The SLA is completed and sign-off	For a period of 1 year after deployment and sign-off

Section III. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

To: *[Executive Secretary, NCTTCA]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *[insert Title of consulting services]* in accordance with your Request for Proposal (RFP) dated *[insert date]* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[Amount(s) in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of *[insert validity period]* of the Proposal.

We acknowledge and accept the NCTTCA right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with the NCTTCA as a result of this Proposal or not.

We confirm that we have read, understood and accept the contents of the Instructions to Consulting Firms (ITC), Terms of Reference (TOR), the Draft Contract, the provisions relating to the eligibility of Service Providers/ Consulting Firms, any and all bulletins issued and other attachments and inclusions included in the RFP sent to us.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

FPF- 2: Summary of Costs

Costs	Currency	Amount(s)
I – Remuneration Cost (see FPF- 3 for breakdown)		
II - Reimbursable Cost (see FPF – 4 for breakdown)		
Total Amount of Financial Proposal ¹		

¹ Indicate total costs, net of local taxes, to be paid by NCTTCA in each currency. Such total costs must coincide with the sum of the relevant subtotal indicated in all Forms FPF-3 provided with the Proposal.

Authorized Signature:

Name and Title of Signatory:

FPF-3: Breakdown of Costs by Activity

Group of Activities (Phase): ² _____ _____	Description: ³ _____ _____	
Cost Component	Costs	
	Currency	Amount
Remuneration ⁴		
Reimbursable Expenses ⁴		
Subtotals		

¹ Form FPF3 shall be filed at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g. the assignment is phased, and each phase has a different payment schedule), the Service Provider/ Consulting Firm shall fill a separate Form FPF-3 for each Group of activities.

² Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TECH-8.

³ Short description of the activities whose cost breakdown is provided in this Form.

⁴ For each currency, Remuneration and Reimbursable Expenses must coincide with relevant Total Costs indicated in FPF-4 and FPF-5.

Authorized Signature:

Name and Title of Signatory:

FPF-4: Breakdown of Remuneration per Activity

[Information provided in this Form should only be used to establish payments to the Service Provider/ Consulting Firm for possible additional services requested by Client/NCTTCA]

Name of Staff	Position	Staff-month Rate
Professional Staff		
1.		
2.		
3.		
4.		
5.		
Support Staff		
1.		
2.		
3.		
4.		
5.		

¹ Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TECH-8.

² Short description of the activities whose cost breakdown is provided in this Form.

Authorized Signature:
Name and Title of Signatory:

FPF-5: Breakdown of Reimbursable Expenses

[Information provided in this Form should only be used to establish payments to the Service Provider/ Consulting Firm for possible additional services requested by Client/NCTTCA]

Description ¹	Unit	Unit Cost ²
1. Subsistence Allowance		
2. Transportation Cost		
3. Communication Costs		
4. Printing of Documents, Reports, etc		
5. Equipment, instruments, materials, supplies, etc		

¹ Delete items that are not applicable or add other items according to Paragraph 7.2 of Section II-Instruction to Service Providers/ Consulting Firms

² Indicate unit cost and currency.

Authorized Signature:

Name and Title of Signatory:

Section IV. Terms of Reference

TERMS OF REFERENCE FOR THE DEVELOPMENT OF THE NORTHERN CORRIDOR BUSINESS INFORMATION PORTAL

I. BACKGROUND

1. The Northern Corridor is the transport system linking the Member States of Burundi, Democratic Republic of Congo, Rwanda, South Sudan, and Uganda, to the maritime port of Mombasa. The Corridor also serves Northern Tanzania, Somalia, and Ethiopia.
2. To facilitate the movement of transit cargo from the port of Mombasa toward the hinterland, the Member States of Burundi, DR Congo, Kenya, Rwanda, South Sudan, and Uganda signed a revised multilateral treaty in 2007; otherwise known as the Northern Corridor Transit and Transit Agreement (NCTTA).
3. The objective of NCTTA is to promote the use of the Northern Corridor as the most efficient way for land transport between respective countries and the sea; and to offer the right of transit to the signatory countries to facilitate the movement of goods through respective territories and to provide all the necessary transit traffic facilities between them, in line with the provisions of the Agreement.
4. The Northern Corridor countries are blessed with a wealth of substantial natural resources and human capacities that are worth tapping into. But promoting the region to mobilize private sector investment is made difficult by the lack of updated and real time information on business flows and the regional economic potential.
5. In the current context where the Northern Corridor country economies call for more regional integration for efficiency, having readily available information on trade flows and agricultural and industrial production in the region is a critical concern for the NCTTCA: indeed, it will enable the latter to evaluate the economic potential of the region in order to better market it to both domestic and foreign investors on the one hand, and to search for solutions that will help local SMEs build profitable relationships with multinationals on the other hand.
6. The private sector in Northern Corridor member countries is in some respects organized into associations and professional bodies promoting their member interests. Therefore, there exist federations of businesses, of chambers of commerce, industry and agriculture, as well as apex bodies. It may thus be possible to collect relevant information on the various activities of private businesses, to organize it, to make it available in real time and to disseminate it for a better doing business in the Northern Corridor region.
7. Inline with the above, the NCTTCA Secretariat wishes to establish an online system to manage information on business opportunities in the region. The process of establishing the System shall follow a clearly laid out methodology and plan for web application developments taking into consideration review of client's needs, existing designs, systems, in the definition of specifications.

8. The Secretariat therefore seeks the services of an IT firm with experience in web and application development to undertake this assignment.

II. OBJECTIVES OF DEVELOPING THE PORTAL

9. The objective of the Northern Corridor Business Portal is to enable the Northern Corridor Secretariat to manage information on trade and investment in the region through regular data collection, processing, publishing and dissemination of information on:
 - Economic environments in the Member States;
 - Policy frameworks for the promotion of trade and investment in the Member States;
 - Cross-border trade facilitation initiatives and regulations among Member States;
 - Business opportunities especially, data and information on SMEs, products and services within the Member States.

III. OBJECTIVES OF THE ASSIGNMENT

10. The overall objective of the assignment is to develop an IT system to manage information on business opportunities in the region.

Specific objectives under the assignment includes the following;

Objective 1: Review the current design and requirements specifications.

11. To review all the requirements documentations and design documents which has already been done.

Purpose:

12. For the Contracted Firm to get to understand the proposed design in place, understand the business processes and expectations from the Online system. This step will also include identifying gaps in the current design and updating of the requirements documents. Also, this objective area intends to help the Contracted Firm understand the minimum expectation in regards to compliance with delivery of a quality solution.

Objective 2: System development

13. To develop an intuitive solution for IT business portal that meets the business needs using current web-based technologies, emerging technologies and non-proprietary software platforms (open source) and compatible with mobile/portable miniature gadgets.

Purpose:

14. Deliver an online system with the functionalities as defined in the requirements and approved design document. This objective area ensures that the desired solution with all the functionalities agreed upon comes to existence.

Objective 3: System Testing

15. To subject the developed IT system to various kinds of system tests by the contracted firm and users, especially after development and at various stages of the development

Purpose:

16. This ensures that the developed online tool do the right things in the right way. These tests check for validity, integrity of processes and general User acceptance tests . Beyond the functionality the tests also look at system security and overall conformity to set standards and best practice.

Objective 4: Training

17. To engage all critical stakeholders at various points of the assignment and conduct various types of trainings (ordinary users, advanced users, training of trainers etc.) for all users who will be using the new system using innovative and current techniques.

Purpose:

18. This will ensure that there is knowledge transfer to all types of users of the proposed Business online system. The depth/level of knowledge transfer should be to the extent that at the advanced (highly technical) and ordinary users would be able to effectively and optimally use the solution to deliver the required services with very minimal or no technical supervision from the contracted firm. This is an important foundation of sustainability of the solution. Deliberate stakeholder engagement is designed to ensure that all critical parties of interest are involved at all steps critical steps in the life of assignment so that issues such as resistance are minimized.

Objective 5: System piloting, data migration and deployment

19. To expose the system to the real environment on trial (piloting) and eventually moved to the production environment with the required data to effectively and optimally operate. Also, ensure all the data sets that are available within secretariat are uploaded to the new Business platform developed.

Purpose:

20. Piloting allows for trials of the tested system in a controlled and live environment while under close observation with the intention of refining the not only the system but also deployment approach. Pilots bring to reality assumptions made during development.
21. Data upload/migration will ensure that all the data are properly uploaded to the new platform and ensure no data loss.

Objective 6: Documentation

22. To document all the aspects of the assignment at all stages of the assignment.

Purpose:

23. This will ensure that all stages of the assignments are fully documented for the purpose of not only enabling the delivery of subsequent processes but also for future references. Documentation facilitates reviews/audits of various stages of the assignments.

Objective 7: System Support and Maintenance

24. To provide full support and maintenance services during the guarantee/warranty period for the developed Business Portal System based on the signed-off SLA.

Purpose:

25. Support and Maintenance ensures that the system operates at the desired performance and availability level consistently. It deals with both routine and periodical aspects of maintenance.

IV. TECHNICAL SPECIFICATIONS AND REQUIREMENTS OF THE PROPOSED INFORMATION SYSTEM

The developed system is expected to have the following minimum features and functional requirements;

26. An/online web application with two key components:

- A web interface accessible downstream (front end) for public users and upstream (back end) for NCTTCA users that will be in charge of the system management. The Back End provides access to a wide range of properties for each object and all the tools and accessories needed to manage the solution.
- The database engine which will be a relational Database for storing all the data and information to be published.

27. The web application/software will have the following functionalities amongst others:

- **Web-based**

28. The proposed platform must be a web-based interactive solution, accessed over the web, regardless of user location, and should not require installation of any software on the client. All information will be available in real-time.

- **Responsive web design**

29. In order to provide an optimal viewing experience—easy reading and navigation with a minimum of resizing, panning, and scrolling—across a wide range of devices (from desktop computer monitors to mobile phones) the portal should be build using responsive web design technology.

- **Multi-user**

30. Have the possibility of multi-profile users and multi concurrent users.

- **Multi-language (English and French)**

31. Being a multi-language system a necessary feature of this solution (the user must be able to select is preferred language). Backend content management to support language editing and available free plugin for translation.

- **Import and export of data Functionality**

32. Import and export of data should be possible for different file formats such as Excel, CSV and others.

- **User friendliness and Interface.**

33. System must be user-friendly to every profile.

- **Industry Standard-Compliant**

34. The solution must be developed based on extensive usage of industry standards such as XML, Web Services, SOAP, etc.
 - **Flexible Reporting**
35. In addition to its detailed online inquiry capabilities, Customer Enterprise provides support for reporting tools such as Crystal Reports or MS Reporting Services.
 - **Scalability, Load Balancing, and Failover**
36. The solution must support load balancing seamlessly and automatically over multiple servers to process heavier loads or larger amounts of transactions, or even to provide seamless failover without changing the system. Vertical or Horizontal scalability must be fully supported, hence extra processing power can be added easily to the solution without disruption.
37. The web based interface should have enhanced Web presence by implementing various Search Engine Optimization (SEO) measures like information sharing using different technical tools.
38. The system should support easy integration with applications and data warehouses.
39. The interfaces of all the modules should be Consistent, and user-friendly which flows from the home page down through every area of the portal. This may include bread crumbing to link to higher levels in the hierarchy; and hovering menus, which allow for an expanded list of links.
40. Developed system should support SSL encryption and HTTPS protocols.

V. SCOPE AND METHOD OF WORK

41. NCTTCA Secretariate is expecting to receive a complete Information System as described in the previous section.

a) General Scope

42. This assignment will include the review of the current designed documents and requirements specifications which are already in place, review of the hosting infrastructure, defined processes, and all other available documentation that would support the delivery of this assignment. These reviews will happen all through the life of the assignment as the need emerges. The documentation will especially facilitate all stages of the assignment from requirements stage to support & maintenance.

b) Specific Scope

Assignment Plan

43. An assignment plan will be developed as the first point of this assignment. The assignment plan will constitute multiple mini-plans. This includes a plan on how the review of existing design, requirements specifications, development, testing, training, piloting and deployment will be conducted and documented. Each mini plan will highlight the key deliverables, the required resources and other required inputs. An assignment schedule/activity plan will encompass all deliverables from each mini-plan.
44. The Assignment Plan will be delivered as one document that will be approved before commencement of the assignment. The document may be updated from time to time based on need and emerging realities with approvals from the established project team.

45. It should be noted that the contracted firm will be expected to spend at least 60% of the time on site during system development phase, 90% of time on site during requirements design, 100% of the time on site during Testing, Debugging, Piloting and Deployment. However, on site presence can varied from time to time depending on the prevailing situations and with discussion and agreements between the parties, as long as it doesn't compromise on the execution of activities for this assignment. Support and maintenance will be done remotely online except where need arise for firm to be on site.

Objective 1: Review of requirements and current design

46. The contracted firm will be required to review the current design and all existing requirements documents provided as well as any other relevant documentation available. The firm might need to have sessions with specific stakeholders where necessary. The review of the available material is supposed to help the Contracted Firm understand the Business portal to be developed. This objective area is also supposed to help identify and inform the requirements documentation. The final requirements documentation to be used in this assignment will be the signed off versions of the requirements specifications developed by the Contracted Firm and accepted by the client.

47. The requirements and design reviews stage will also include documenting of requirements for all the components and defined business processes as detailed to be established at requirements review stage. It is expected that these processes will include aspects of existing hosting infrastructure with a view of recommending any appropriate upgrades to accommodate the Business Portal. In addition, this stage should also consider aspects of fault identification, tolerance and correction mechanisms to be embedded in the design of the solution.

Other tasks which are expected to be carried out include;

- Collect preliminary data and pilot the Information System;
- Propose a mechanism for continuous and real-time data collection;

Objective 2: System development

48. The final Business Requirements Document (BRD), the Systems Requirements Specification (SRS) and other requirement documentations will be the basis from which the development of the solution will be done. The team of actual developers must adequately acquaint themselves with the documentation before the development of the solution commences. The development of the solution will be done using adopted technologies and in a modular fashion. The contracted firm is expected to develop the solution using the most recent technologies. It is expected adequate technical resources will be deployed to ensure that the turnaround time is within the assignment timelines as per the Assignment Plan and as per the correct quality standards set in the Quality Management Framework (QMF). The contracted firm will also be expected to integrate the new system where possible with complementary information systems from the Member States. The contracted firm will also be expected to Launch a prototype with test data: this prototype will be available for internal use. It can initially be hosted by the Consultant firm. It has to be web-based portal so that it can be accessible through any standard web browser. Appropriate administrator rights will be given to NCTTCA and Member States to create accounts for testing.

Objective 3: System testing

49. It is expected that in the Assignment Plan, the mini-plan under the Test section will detail all types of Tests that will be conducted by the service provider. Among other tests, such as security and functionality features must be conducted at this stage of the assignment. User Acceptance Tests will also be done at the end. All critical tests will be signed off before proceeding to the next phase of the assignment where there is any risk of proceeding to the next before closing the test phase. A log of all tests, emerging issues and resolution must be maintained all through the life of the assignment from the time the first tests are conducted to when the warranty period ends. It should be possible to go back and make reference to the test logs whenever a need arises.

Objective 4: Training

50. It is expected that training materials will be developed and approved in advance (before being used). The materials will be in the form of hard copy documents (professionally designed and produced/published), soft copy versions that are easy to render on computers electronic gadgets such as tablets and phones, in-built help-me tools in the solution, how to do videos and step-by-step infographics for critical and common processes. A mini-training plan will be detailed in the Assignment Plan.

Objective 5: Piloting, data migration and deployment of the enhancements

51. In the Assignment Plan, it is expected that the Pilot and Deploy mini-plan will detail modules and how they will be piloted then deployed. The plan will take into consideration various aspects that would ensure feedback is gathered and incorporated in the solution during the pilot phase. The deployment strategy will include data upload of all available data.

Objective 6: Documentation

52. At various stages of this assignment various documents will be generated and updated from time to time. The quality of the documentation is expected to be guided by the Quality Management Framework (QMF) and best practice in general. The various documents must have the required technical depth and clarity depending on the targeted users. Some of the documents that have to be submitted in hard copies with printable soft copies include: The Detailed Systems Admin guide and the final user manual (least 4 copies of high-quality print outs).

Objective 7: Support and maintenance

53. The submitted bid and the Assignment Plan will incorporate Draft Service Level Agreements detailing essential/critical aspects of the proposed SLA. The SLA must take into consideration that the minimum support and maintenance period from the day of signoff of the developed system after go live will be at least one (1) calendar year. It is expected that the Consulting firm will set aside dedicated resources to support the system during the period. All the costs of having the dedicated resource will be within the cost of the assignment. It is expected that the warranty period will include system updates / patch releases for aspects that are required to enhance performance, security, use etc. resulting from emerging issues such as new operating systems, databases, security threats, industry compliance standards etc. Also, to be noted, for purposes of ensuring that utmost integrity is maintained throughout the life of the assignment and beyond, the contracted firm will not conduct any business with users of the system to be developed that may compromise the integrity of the system and may lead to conflict of interest.

VI. METHODOLOGY

54. Submitted bid should outline proposed methodology which provides detailed overall implementation plan for the assignment from initiation to closure. The methodology proposed must outline specific approaches in all the stages of assignment, and not limited to the following areas; Review of requirements and existing designs, system design, system development, testing, piloting, data migration, and training. Piloting and testing of the developed system will be done at NCTTCA premises. After the user acceptance test succeeds, the developed system will have to be deployed for live operation at NCTTCA hosting environment after migration of all existing data.
55. It is expected that the overall approach to delivering this assignment will be through consistent consultation and collaboration/partnership to ensure there is optimal delivery solution. Engagements where necessary will be done at each stage of the assignment as defined. Gathering and effecting of feedback in each stage of the assignment will also be done diligently to ensure there is no loss in critical contributions. There are various documents that will be generated at various stages of the assignment, these must meet best practice in terms of quality and they will be subjected to review and approval.

VII. QUALIFICATIONS

The firm

56. The firm is required to have previously undertaken at least three (3) comparable assignments in terms of nature (design and functions assignment), magnitude, complexity. Evidence to support each of these aspects must be provided. The comparable assignments must have been undertaken in the last 5 years and each should have been completed in a period not more than 1 year from date of commencement to full completion.

The Team

57. The proposed Project Manager/Team Leader must have been engaged in at least two of the three assignments required above. At least each of the PM/Business Analyst, software developer, Database Expert and UI/UX expert submitted for this assignment must have participated in the firm's previous assignments submitted under firm's experience above. Evidence to support this must be provided. Each resource should have a single role; multiple roles may be considered depending on the role and magnitude of work.

Below is the summary of the roles required for this assignment.

Resource	Role	Minimum no. required	Bachelor's Degree	Years of general experience	Years of specific experience	Specialized skills	Certification	Participation in similar assignments
Project Manager/ Business Analyst(s)/Systems Architect	This person will have the overall responsibility of delivery of the assignment. The person will be the contact person the project team will deal with during the life of the assignment.	1	Bachelor's Degree in ICT or related field with relevant experience.	5	3	Information Systems Project Management	PMP or Prince 2	At least 3 in the last 5 years
Database Expert(s)	This role will design and update the system databases. They will also develop and execute data migration strategies.	1	Bachelor's Degree in ICT or related field with relevant experience.	5	4	Database design and administration.	Database design/administration Certification	At least 3 in the last 5 years
Software Developer(s)	Programme the solution.	1	Bachelor's Degree in ICT or related field with relevant experience.	5	4	Programming in specific development language Proposed for this assignment.	-	At least 3 in the last 5 years

Resource	Role	Minimum no. required	Bachelor's Degree	Years of general experience	Years of specific experience	Specialized skills	Certification	Participation in similar assignments
	The Business analyst will be responsible for requirements gathering, analysis, systems design & and documentation. will also work closely with Developer	1	Bachelor's Degree in Business / Computer science / Information Technology / Information Systems or equivalent	5	3	Information Systems (requirements gathering, analysis and documentation) System design (structure of the databases and application(s)).	CBAP or equivalent from an international body	At least 3 in the last 7 years
UX/UI Expert(s)	The UX/UI role will be responsible for designing the user interface for the solution.	1	Bachelor's Degree in ICT or related field with relevant experience.	5	4	User interface design skills.		At least 2 in the last 4 years

Notes:

1. Each of the roles above may have other junior/supporting technical experts in delivering this assignment. These junior technicians will work under the guidance of the respective leads. Each person working on the site must have the relevant statutory certificates and experience in their respective area of work.
2. Copies of original certificate for the required Degrees and certification must be provided. Only valid (for instance not expired) documents will be considered.

3. The proposed experts for this proposal will be the ones to execute the assignment. Any intention to change in any experts during the duration of the assignment must be brought to the attention of the client in advance and the client must agree to the change before it is effected.
4. Each of the firm's and expert experience & qualification MUST be presented in a standard format provided in the Evaluation Criteria and evidence provided as support.

VIII. TIMEFRAME

58. The consultancy will be spread over a period of three (3) months. The Consultant will start his services within 14 days following the date of the signing of the contract. The commencement date is that of signing of the Contract for the service delivery.

IX. DELIVERABLES

Based on the scope and methodology defined, the below is a summary of key deliverables of this assignment:

1. **Assignment Plan** - This will detail how the assignment will be conducted. It will include the understanding of the assignment by the consultant, the assignment schedule/work plan and various required resources that will have been planned to execute the assignment. This will be considered as the inception report for this assignment.
2. **System Requirements Specifications** - will elaborate functions and features of the solution including details TO-BE Processes, general and user specific functional requirements, constraint requirements, infrastructure requirements, design principles, integration readiness assessment. Include new information and fill gaps.
3. **Fully tested and signed off System Modules** – these are functional modules that have been reviewed by the required users and all feedback have been received for consideration.
4. **Source code with its documentation** – this will be the code for the final solution submitted based on the tools together with all the appropriate documentation.
5. **Updated Test Log Matrix or equivalent** – this will be a living document that will be continuously updated and monitored. It will be the basis from which testing reviews will be done to confirm completion.
6. **Signed-Off UAT Reports** – this will be done at the end of each module. It will be signed off once all aspects raised in the Test Log Matrix have been addressed for the respective modules.
7. **Test Report** – at the end of all test a summary of the test exercise will be compiled and submitted for future reference. This report will look at the solution from end to end.
8. **Functional system in production environment** – this is the actual signed-off system that meets the requirements and is in use.
9. **Training Report** – at the end of all tests a summary of the training exercises conducted. It will have details of how the training happened. This document will be drafted in line with the Change Management Plan and will be progressively developed as trainings are conducted.
10. **Signed Off Support and Maintenance SLA** (documentation and actual activities) – This Agreement will detail the Terms and Conditions on what and how support and maintenance will be conducted during agreed period from commissioning date. The document will detail all obligations of both the Contractor and NCTTCA. It will also have, among others, incident resolution mechanism, escalation matrix etc. The SLA will also clearly stipulate exclusions and how they should be dealt with in case of occurrence. All possible risks that may hinder 99.7% availability of the facilities will have to be documented with clear mitigation measures. Completed Support and Maintenance activities as per the SLA. These include day-to-day support as well as scheduled/on-demand maintenance activities.

59. The Final Business Information Portal shall be submitted to the members of the Northern Corridor Executive Committee for endorsement before commencement of full operationalization and usage by both the Secretariat of the Northern Corridor Transit and Transport Coordination Authority and the Member States.

X. REPORTING & COORDINATION

The contractor will work with the Project Implementation Team (PIT) on the day to day operations of the project. For institutional level co-ordination the following will apply:

1. Northern Corridor Transit and Transport Coordination Authority (NCTTCA) - designated Project Manager
2. The Consultant – designated Team Leader.

XI. RECIPIENT

1. Northern Corridor Transit and Transport Coordination Authority (NCTTCA)

XII. PRESENTATION TO POLICY ORGANS FOR ENDORSEMENT:

60. The Final Business Information Portal shall be submitted to the members of the Northern Corridor Executive Committee for endorsement before commencement of full operationalization and usage by both the Secretariat of the Northern Corridor Transit and Transport Coordination Authority and the Member States.

Section V – Pro-forma Contract

**DEVELOPMENT OF THE NORTHERN CORRIDOR BUSINESS INFORMATION
PORTAL**

Lump-sum payments

Date April 2021

**CONTRACT FOR CONSULTING SERVICES – DEVELOPMENT OF THE NORTHERN
CORRIDOR BUSINESS INFORMATION PORTAL**

This Agreement, (hereinafter called “the Contract”) is entered into this _____ by and between **the Northern Corridor Transit and Transport Coordination Authority (NCTTCA)**, whose registered office is situated at *1196 Links Road, Nyali, P.O. Box 34068 – 80118 Mombasa, Kenya* (hereinafter called “the Client”) of the one part AND

_____ whose registered office is situated at _____ (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 _____ and continuing through to _____ 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 _____ (United States _____), exclusive of all local taxes.

This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits. The Client is exempted from tax in the host country.

B. Schedule of Payments

The schedule of payments is specified below

_____ (being 20% of the Contract sum) upon the Client's receipt of the Inception Report from the Consultant, acceptable to the Client and

_____ (being 60% of the Contract sum) upon the Client's receipt of the dummy Business Information Portal, acceptable to the Client and ready for piloting; and

_____ (being 20% of the Contract sum) upon the Client's full development of the Business Information Portal, acceptable to the Client.

Total USD _____

C. Payment Conditions

Payment shall be made in US Dollars 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 here below. 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.

A report shall be considered accepted/approved by the client if no comments are received from the client within two weeks of submission, and thus due for payment.

4. Project Administration

A. Coordinator

The Client designates _____ 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 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 services (other than the Services and any continuation thereof) resulting from any recommendation arising from this consulting service.
- 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. The final User Manual, however must be presented in English and translated into French.
- 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.

FOR THE CLIENT

FOR THE CONSULTANT

Full Name: _____

Full Name: _____

Title: _____

Signature: _____

Date: _____

Title: _____

Signature: _____

Date: _____