

**KINGDOM OF CAMBODIA  
NATION RELIGION KING**



**MINISTRY OF HEALTH**

# **PROCEDURES FOR IMPLEMENTATION OF NCHADS PROGRAMME ACTIVITIES**

Prepared by



**NATIONAL CENTRE  
FOR HIV/AIDS, DERMATOLOGY AND STD**

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# PROCEDURES FOR IMPLEMENTATION OF NCHADS PROGRAMM ACTIVITIES

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### ***Abbreviations:***

APW	Agreement to Perform Work
BCC	Behavior Change Communication
CWO	Cash Order
DFID	Department for International Development
HAMT	HIV/AIDS Management team
HIV/AIDS	Human-
ICB	International Competitive Bidding
LoA	Letter of Agreement
MoH	Ministry of Health
MTO	Money Transfer Order
NCHADS	National Centre for HIV/AIDS, Dermatology and STD
NGO	Non Governmental Organization
OD	Operational District
OI/ART	Opportunistic Infection/Anti-retroviral Therapy
PAO	Provincial AIDS Office
PBSI	Performance- based Salary Incentives
PHD	Provincial Health Department
QA	Quality Assurance
RGC	Royal Government of Cambodia
SoE	Statement of Expenditure
SOP	Standard Operating Procedures
STD	Sexually Transmitted Disease
STI	Sexually Transmitted Infection
TB	Technical Bureau
UN	United Nations
VCCT	Voluntary Confidential Counseling and Testing

### ***Abbreviations for Provinces in Cambodia***

<b>BMC</b>	Banteay Meanchey	<b>PLN</b>	Pailin
<b>BTB</b>	Battambang	<b>PNP</b>	Phnom Penh
<b>KCM</b>	Kampong Cham	<b>PST</b>	Pursat
<b>KCN</b>	Kampong Chhnang	<b>PVG</b>	Prey Veng
<b>KDL</b>	Kandal	<b>PVH</b>	Preah Vihear
<b>KEP</b>	Kep	<b>RNK</b>	Rattanakiri
<b>KHK</b>	Koh Kong	<b>SHV</b>	Sihanoukville
<b>KPT</b>	Kampot	<b>SRP</b>	Siem Reap
<b>KRT</b>	Kratie	<b>STG</b>	Stung Treng
<b>KSP</b>	Kampong Speu	<b>SVG</b>	Svay Rieng
<b>KTM</b>	Kampong Thom	<b>TKV</b>	Takeo
<b>MDK</b>	Mondulkiri		
<b>OMC</b>	Oddar Meanchey		

# NATIONAL CENTRE FOR HIV/AIDS, DERMATOLOGY AND STD

## PROCEDURES FOR IMPLEMENTATION OF NCHADS PROGRAMME ACTIVITIES

### 1. INTRODUCTION

#### 1.1 Purpose of these Procedures

Activities funded from various sources are managed by the National Centre for HIV/AIDS, Dermatology and STD (NCHADS) within the Ministry of Health as part of its national Programme. To ensure that the programme can achieve its goals and objectives with full transparency and accountability, it is necessary to ensure that decisions are made in a timely fashion, that activities are implemented in an efficient manner, that disbursements keep up with the disbursement plans for the programme, that procurements are made effectively, and that activities and disbursements are effectively monitored.

Given the complexity and magnitude of the NCHADS programme and the variety of NCHADS funding sources, a clear, standardised, transparent, streamlined system of decision-making and approval for programme implementation, disbursement of funds, and regular monitoring and reporting, is necessary.

The purpose of these procedures is to define:

- mechanisms for approval of programme activities
- a financial management model, which outlines the approval processes and ceilings for disbursement through check or money transfer order (MTO) and for petty cash
- a set of procurement procedures for goods, services and civil works
- monitoring and reporting schedules
- permissible rates for payment of per diem, incentives, allowances, etc
- mechanisms and procedures for decentralisation to provinces.

#### 1.2 Main Principles

The main principles for planning, approval, management, procurement, disbursement, accounting and audit are based on Ministry of Health standard procedures, complemented with NCHADS experience implementing World Bank, ADB, DFID, CDC-GAP, WHO and other donor programmes. They have been found acceptable by World Bank, ADB and other donors.

#### 1.3 Levels of Authority

The specific structures of oversight, authorization and responsibility for implementation of the programme vary to some extent based on various sources of funds. A separate **Letter of Agreement** will be signed or approved between NCHADS and each donor specifying these (see **Annex 8** for Format)<sup>1</sup>.

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<sup>1</sup> Note that these LoA are a specific NCHADS coordination and management tool; they should not be confused with other LoA designed for specific legal donor agreements/requirements.

Implementation is the responsibility of NCHADS and Provincial Health Departments as integral institutional elements within the Ministry of Health, through which higher authority than NCHADS is exercised over decision making.

#### 1.4 Summary of the Implementation Process

At the core of the system is a process for planning interventions against a strategy to ensure the effectiveness of activities, and authorizing expenditure to ensure financial accountability. For the NCHADS programme this process produces the NCHADS Annual Comprehensive Work Plan; it is summarised below in table 1.

**Table 1: Summary of the Implementation Process**

<b>Step</b>	<b>Activity</b>	<b>Source</b>	<b>Approval</b>
<b><i>Planning</i></b>			
1	Review Targets for the year – including scope of work for particular sub-components	Strategic Plan for HIV/AIDS and STI Prevention and Care, 2004-2007	Director NCHADS, as the Strategic Plan is already approved in its entirety by the Ministry of Health
2	Develop Annual Comprehensive Work Plan: NCHADS, Provinces and ODs	Strategic Plan Targets; Provincial Needs (eg. Field Assessments, Quarterly Meetings, etc), study protocols, scope of works, etc	As per LoAs for various fund sources
3	Allocate resources	Available funds, including partners	As per LoAs for various fund sources
4	Develop Quarterly Work Plans and Micro-budgets for each planned activity, for NCHADS, provinces and ODs	Annual Work Plans	Director NCHADS
<b><i>Disbursement</i></b>			
5	Advance to NCHADS accounts	Various fund sources	Director NCHADS against Quarterly Work Plan
6	<b>NCHADS:</b> Withdraw from Account	Various accounts	Director NCHADS
7	<b>Provinces:</b> Funds released to provincial accounts	Specified Accounts	LoA, Director NCHADS
<b><i>Accounting</i></b>			
8	Maintain accounts	Records of expenditure	NCHADS - Director, NCHADS Provinces – HAMT (PHD)
9	Submit Quarterly	SOEs (Statements of	NCHADS - Director,

	Accounts	Expenditure)	NCHADS Provinces – HAMT (PHD)
<b>Supervision</b>			
10	Supervision Reports	NCHADS staff regular supervision visits to provinces	Director, NCHADS
11	Quarterly Meetings: all PAOs and NCHADS	Annual Work Plan	Director, NCHADS
<b>Reporting</b>			
12	Monthly Technical and Financial Reports from NCHADS Units, HAMTs & partners	Monitoring and supervision, reporting system, SOEs,	NCHADS - Director, NCHADS Provinces – HAMT (PHD)
13	Quarterly Financial Reports to donors	SOEs	NCHADS - Director, NCHADS Provinces – HAMT (PHD)
14	NCHADS Consolidated Quarterly Report	Monthly Technical and Financial Reports, Minutes, Presentations, Meeting, Workshop and other Reports	Director, NCHADS
15	NCHADS Consolidated Annual Report	Quarterly Reports	Director, NCHADS

## 2. ACTIVITY APPROVAL

Each year, NCHADS will provide, for approval as per LoAs for various fund sources, a detailed **Comprehensive Annual Work Plan**, covering all programme funding, which will include provincial work plans. This Work Plan will contain a budget for the year. This Plan will be incorporated in the Ministry of Health Annual Operational Plan (AOP). Approval of this work plan will constitute approval to proceed with all elements of the work plan. Additional approval will only be required if there is significant change in the details of activities or budgets, as specified in LoAs. This Work Plan will include a **Summary Disbursement Plan**, and, where appropriate, a **Procurement Plan**, a **Training Plan**, a **Materials' Production Plan**, etc, for the year.

NCHADS Units and the Provinces will also prepare, by the last week of the preceding quarter (eg last week of December, last week of March, last week of June, etc), **Quarterly Work Plans**, which must include detailed micro-budgets for every activity. These will be approved by the Director NCHADS, and forwarded to the MoH and donors for information. Approval of these Quarterly Work Plans will constitute approval to proceed with all elements of the work plans. Additional approval will only be required if there is significant change in the details of the micro-budgets, as specified in LoAs.

Activities that are not included in these Annual and Quarterly Work Plans must receive separate, specific approval from the Director NCHADS, MoH and as specified in LoAs. Annual Work Plans should, however, be reviewed at mid-year, and any changes prepared, requested and approved then.

Annual Work Plans and budgets may contain an overall **Contingency line** of up to 5%; use of this can be authorised by the Director of NCHADS. Additional specific approval procedure for the use of this may be reflected in the various LoA.

**Table 2: Summary of Approval Mechanism**

<b><i>Plan</i></b>	<b><i>Prepared by:</i></b>	<b><i>Approved by:</i></b>	<b><i>Informed to:</i></b>
Annual Work Plan	NCHADS and Provinces	As specified in LoAs	MoH, donors, provinces and partners
Quarterly Work Plans	NCHADS Units and Provinces	Director, NCHADS	MoH and donors, etc

### **3. FINANCIAL APPROVAL AND DISBURSEMENT**

#### **3.1 Bank Accounts**

Bank accounts will be maintained as specified in LoAs. In general, however, two sets of accounts will be maintained.

##### ***The NCHADS account***

The NCHADS accounts are in the Foreign Trade Bank of Cambodia or the National Bank of Cambodia. For these accounts the number of signatories required is specified in the various LoA.

##### ***Provincial accounts***

Provincial accounts are opened in approved banks; where branches are available in provinces, in the province; if not available, in Phnom Penh. These accounts are in the name of the respective HAMT Director. The number of signatories required is specified in the various LoA.

#### **3.2 Disbursements over \$50,000**

Although already approved in a Work Plan, actual single disbursements of more than \$50,000 for any category of expenditures require the approval of the Secretary of State of the MoH, or as specified in LoAs. Requests for such approval will be submitted by the Director of NCHADS.

#### **3.3 Disbursements under \$50,000**

Any disbursement of less than \$50,000 will require the approval of the Director of NCHADS or the Director of the HIV/AIDS Management Team (HAMT).

The Director of NCHADS or the Director of the HIV/AIDS Management Team (HAMT) will have **check signing authority** for all checks.

Submission of the request for approval by the NCHADS Unit/Technical Bureau will be based on the following criteria:

- Availability of money in the account;
- Consistency of the expenditure with budget;
- Transparency of transaction;
- Disbursement guidelines followed; and
- Adequate documentation for audit purposes;

All disbursements, at all thresholds, will be **monitored** monthly, and reported regularly as specified in various LoA. For the purposes of monitoring, monthly accounting reports will include expenditures by disbursement summary and balance sheet.

### 3.4 Petty cash disbursements

Disbursements by means of Petty Cash are inherently more difficult to manage, especially when the number of expenditures and requesters is large. For purposes of audit, the use of disbursement vouchers more easily allows verification. For these reasons, disbursements will be made by disbursement voucher whenever possible. For those cases in which the use of petty cash is more practical, the following ceilings will apply.

**Table 3: Petty Cash Limits**

In Province safe	\$5,000
In NCHADS safe	\$1,000

All petty cash disbursements will be submitted by the NCHADS or Provincial Accountants, and approved by the Director or Deputy Director of NCHADS or the Director of the HIV/AIDS Management Team (HAMT). Regular cash counts must be performed.

All petty cash expenditures will be monitored prior to replenishment of the petty cash fund, and at least monthly, by the Director or Deputy Director of NCHADS or the Director of the HIV/AIDS Management Team (HAMT). For the purposes of monitoring, the HAMT and Provincial Accountants are responsible for ensuring that all bank accounts and petty cash accounts are reconciled monthly. The detail of petty cash expenditures since the last replenishment request will be provided with each new replenishment request.

**Table 4: Summary of Financial Approvals**

<b>Threshold (US\$)</b>	<b>Approval Authority</b>	<b>Signing Authority</b>	<b>Request</b>
> 50,000	MoH or as in LoAs	MoH	Director NCHADS
< 50,000	Director of NCHADS or Leader of HIV/AIDS Management Team (HAMT)	Director of NCHADS Or Leader of HIV/AIDS Management Team (HAMT)	NCHADS Unit/TB/Province Accountants

### 3.5 Advances

Advances to provinces for implementation of programme activities are based upon Quarterly Work Plans, or as specified in LoAs or project documents.

All advances for implementation of activities by NCHADS must be reconciled not later than two weeks after the completion of the activity for which they are taken.

### 3.6 Audits

To ensure transparency and accountability, all NCHADS accounts are audited annually. The Government funds (National Budget) are audited according to Ministry of Economy and Finance procedures. All donor funds are audited, usually through external audits, as specified in LoAs or project documents.

## 4. MONITORING, SUPERVISION AND REPORTING SCHEDULES

Monitoring is carried out under the NCHADS Monitoring, Reporting and Evaluation system, based on regular supervision and standardized reporting as set out in the NCHADS 'Guide for Supervision, monitoring and Reporting HIV/AIDS Activities/Program' approved by the Ministry of Health June 2004.

Technical and financial **supervision visits** will be made by NCHADS Units to the provinces no more than twice a year: each Unit (including Accounts and Technical Bureau) will make two supervision visits to each province every year. Additional, *ad hoc* visits require special and specific approval by the Director. Provincial AIDS Offices will make no more than one supervision visit to each OD every quarter; additional, *ad hoc* visits require special and specific approval by the PHD Director.

**Coordination Meetings** will be held nationally twice per year, by NCHADS Units every two months, and at provincial level every quarter.

**Table 5: Summary of Supervision and Coordination Schedules**

<i>Type</i>	<i>Level</i>	<i>Frequency</i>
Technical & Financial Supervision	NCHADS to provinces	2 per year
	Province to ODs	Every quarter
Coordination Meetings	National	2 per year
	NCHADS Units	Every two months
	Province	Every quarter

Monthly (and if required, Quarterly) and Annual Activity Reports are prepared by the NCHADS Units and HIV/AIDS Management Teams and submitted to the Director NCHADS. The Director will forward them as appropriate to MoH and as specified in LoAs.

Monthly, Quarterly and Annual Financial Reports are prepared by the NCHADS Finance Unit, and coordinated by the Technical Bureau.

**Table 6: Summary of Reporting Requirements**

<i>Report</i>	<i>Type</i>	<i>Prepared by</i>	<i>Submitted to</i>	<i>Forwarded to</i>
Monthly	Activity	NCHADS Units/HAMT	Director NCHADS	MoH
	Financial	Finance Unit/HAMT	Director NCHADS	MoH

Quarterly	Activity	TB/PMR Unit	Director NCHADS	MoH, Donor
	Financial	Finance Unit/HAMT	Director NCHADS	MoH, Donor
Annual	Activity	TB/PMRU	Director NCHADS	MoH, Donor
	Financial	Finance Unit/HAMT	MoH	MoH, Donor

## 5. PROCUREMENT PROCEDURES AND CEILINGS

These procedures are NCHADS standard practice; they may be modified in the Letters of Agreement for specific funding sources if necessary.

### 5.1 Procurement of Goods

#### 5.1.1 Ceilings for approval

For goods valued at less than \$400, simple purchase without quotations may be used. For goods valued \$400 to \$100,000 **direct purchase** procedures will be used: three quotations will be required, following appropriate guidelines and formats for letters requesting quotations, evaluation of quotations, contracts, etc (see **Annex 1: Summary of the Procurement Process and Sample Formats for Procurement of Goods**). Above \$100,000 International Competitive Bidding (ICB) procedures will be followed.

In general, for goods valued below \$50,000 Director NCHADS may approve. For goods valued above \$ 50,000 approval of Ministry of Health is required, unless as specified in LoAs.

Ceilings for approvals for procurements of goods are as in the table:

**Table 7: Ceilings for Procurement of Goods**

<b>Value</b>	<b>Approval</b>	<b>Method</b>
< \$400	Director NCHADS, Director HAMT	Simple purchase
\$ 400- \$50,000	Director NCHADS	3 Quotations
\$5 0,000 - \$100,000	MoH (or LoA)	3 Quotations
> \$100,000	MoH	ICB, International Shopping

#### 5.1.2 Assets and Inventories Register

All non-expendable items procured by NCHADS (or donated to NCHADS) must be labelled and recorded in the '**Assets and Inventories Register**'. The following information must be recorded in the Register:

- Class of asset
- Tag number
- Description
- Purchase date
- Amount acquired
- Location and condition of asset.

New assets should be recorded in the register as soon as possible. In addition, the register must be reviewed, and if necessary up-dated, twice a year.

## 5.2. Procurement of Services: Individuals, Firms, and NGOs

### 5.2.1 Agreement to Perform Work (APW)

For services valued at less than \$900, such as translation, typing, data entry, photocopying, supply of materials, maintenance or repair, an **Agreement to Perform Work (APW)** may be used. The format in **Annex 3.1** should be followed, specifying the name and address of the contractor, the services to be provided, and the amount of the APW. APWs may be approved and signed by the Director, NCHADS.

### 5.2.2 Individual Consultants and contract staff

Individual consultants and contract staff can be recruited by NCHADS. The following procedure should be used:

**Table 8: Summary of Recruitment Procedure – Individual consultants**

<b>Step</b>	<b>Activity</b>	<b>Performed</b>	<b>Approved</b>
1	Prepare Terms of Reference and Evaluation Criteria	NCHADS	NCHADS or as in LoAs
2	Advertise (optional)	NCHADS	NCHADS
3	Collect cvs & make long list (5-7 candidates)	NCHADS	NCHADS
4	Appoint selection panel (see 5.4 below)	NCHADS	NCHADS
5	Evaluate cvs and make short-list (2-3 candidates)	NCHADS	NCHADS
6	Interview	NCHADS	NCHADS
7	Prepare Evaluation Report	NCHADS	NCHADS
8	Select, negotiate availability, etc	NCHADS	NCHADS
9	Draft contract, set rate	NCHADS	NCHADS
10	Recruit	NCHADS	NCHADS or as in LoA

In some cases, direct selection procedures may be applied in cases where only one qualified individual is available to undertake a particular activity or position. A single source report must be prepared to justify direct selection, and submitted to the Director for approval. The contract format to be used is at **Annex 3.2**.

### 5.2.3 Contract Staff Performance Review

Contract staff are subject to regular performance reviews at 12 monthly intervals for the duration of the work contract. Performance reviews may also be undertaken at any time at the discretion of the Director. The performance review will evaluate the individual's ability to carry out the tasks outlined in his/her Job Description in a timely and effective manner. The performance review will also evaluate the individual's ability to interact appropriately with other staff, function effectively as part of NCHADS, and implement activities consistent with the Annual Workplan. Each performance review will include an overall assessment of the individual's performance: staff will receive a rating of Satisfactory, Needs Improvement or Unsatisfactory. See Annex 7 for the Individual Performance Evaluation Form.

The performance review will be conducted by the contract staff's supervisor, as specified in their Job Description, and submitted to the Director. If there is a dispute between the individual and their supervisor arising out of any performance review, the Director may

mediate any dispute until it is resolved or refer the dispute to a review panel of not more than three members. The review panel will be appointed by the Director, or as specified in the relevant LoA. The role of the review panel will be to undertake a further performance review or follow up on any disputes between the individual and his/her supervisor until the situation is resolved.

Individuals receiving a 'Needs Improvement' or 'Unsatisfactory' performance review will be given a detailed account of areas for improvement and provided with support to address the issues affecting their performance. Every effort will be made prior to the next scheduled performance review to build the capacity of the employee and provide opportunities for him/her to gain the required knowledge, skills and experience. A follow up assessment will be conducted no later than one month from the date of the initial 'unsatisfactory' assessment. If this or any future review is also 'unsatisfactory', this is grounds for terminating the employment contract.

#### **5.2.4. Consultant Firms and large NGOs**

NGOs to implement certain programme activities - such as social marketing, monitoring and evaluation, behavior change communication, or training - will be selected and engaged by NCHADS in accordance with arrangements satisfactory to MoH. In some cases direct selection (sole source) procedures may be applied. Direct selection may be justified in cases where one qualified agency is available to undertake a particular activity. However, prior to application of the direct selection procedures, MoH will certify that all other sources of competitive expertise have been reviewed and found unsuitable.

**Table 9: Summary of Recruitment Procedure – Consultant Firms and Large NGOs**

<b>Step</b>	<b>Activity</b>	<b>Performed</b>	<b>Approved</b>
1	Prepare Terms of Reference and Evaluation Criteria	NCHADS	MoH
2	<ul style="list-style-type: none"> <li>• Advertise or</li> <li>• request Expressions of Interest or</li> <li>• identify sole source</li> </ul>	NCHADS	NCHADS/MoH
3	Make long list (1-5 candidates)	NCHADS	NCHADS
4	Appoint selection panel (see 5.3 below)	NCHADS	MoH
5	Evaluate and report	NCHADS	NCHADS
6	Select, negotiate availability, etc	NCHADS	NCHADS
7	Draft contract, set rate	NCHADS	MoH
8	Recruit	NCHADS	MoH

#### **5.2.5 Contracting with NGOs at provincial level**

There are a limited number of NGOs working in these provinces, and each NGO tends to specialize in a particular geographic or technical area. The provinces are encouraged to work with these NGOs as partners; there is limited scope, however, and little possibility of duplication or overlap.

To facilitate this partnership, NCHADS encourages NGOs to submit 'Letters of Interest' to NCHADS after discussion with the Provincial AIDS Offices. It is hoped that on the basis of these discussions and letters of interest provinces will be able to identify appropriate partners for contracting with for implementation.

For selecting NGOs for contracting at provincial level the following procedure should be used.

1. Selection of NGOs will be made by a selection panel appointed by the Provincial Health Director, to include at least one member from NCHADS.
2. NGOs identified as partners in provinces will be contracted, using simple lump-sum contracts of a maximum one year's duration, signed between the HAMT or NCHADS and the NGO. Detailed Terms of Reference, and Output and Performance Indicators must be developed and included in the contracts.
3. Payments to NGOs will be made as specified in the contracts, but usually on the basis of 25% on signing, a series of spaced payments for the next 55%, and a final 20% on completion, on approval by NCHADS of Output and Performance Indicators.
4. The NGOs will incur expenditure, and submit documentation supporting expenditure to NCHADS, according to the rates and procedures established in these "Procedures for Implementation of NCHADS Programme Activities" (see **Annex 1**).
5. NGOs will be included in the annual independent financial audit of the programme.
6. Performance of the NGOs will be monitored by the HAMT and reported to NCHADS quarterly; and must be approved by NCHADS against Output and Performance Indicators.

#### **5.2.6 Contracting with small firms at provincial level for BCC entertainment events**

A specific set of Technical Guidelines has been developed for contracting with small firms at provincial level for BCC entertainment events such as World AIDS Day. These are at **Annex 6**.

### **5.3 Procurement of Civil Works**

For renovations and small civil works (under \$50,000) the following procedure should be applied. Sample Formats for documentation are at **Annex 3**.

1. Prepare proposal for renovation/construction and obtain MoH approval, though usually this approval is already given in the Annual Work Plan.
2. Set up an **assessment team**; this should comprise a civil works engineer from the MoH, the NCHADS Procurement Officer, representative(s) of the concerned PHD/PAO or OD, a representative of the concerned NCHADS Unit (eg if for an STI clinic, the STI Unit).
3. The team should visit the proposed site and make an **assessment report**; this must be endorsed by ALL team members, and then submitted to the Director of NCHADS. The report should include a description of the existing facilities/structure (if any), plans for the proposed renovation/construction, and a Bill of Quantities, based on the plan. The proposed plan must be endorsed by the local PHD/OD authorities.
4. At least **three quotations** will then be requested.

5. Quotations will be **evaluated** and the **contract awarded**. The terms of the contract will include 20% of the total contract cost on signing, 70% spaced over the course of the work, and 10% retained until the completion certificate is issued by NCHADS.
6. The local PHD/OD and assessment team will **supervise** the work at foundation, at 50% and 70% completion; and on completion; and if required in LoA, from time to time while work is progressing. The team will submit their report to NCHADS on completion, and NCHADS will issue a **certificate of completion**.
7. Retention payment of the final 10% to the contractor may be paid after 6 months of completion of all works for renovations, and after 12 months for new constructions.

**Table 10: Summary of steps in procurement of small works**

<b>Step</b>	<b>Activity</b>	<b>Performed</b>	<b>Approved</b>
1	Prepare proposal	NCHADS	MoH
2	Appoint Assessment Team	NCHADS	MoH
3	Assessment visit and Report	Assessment Team	NCHADS, MoH, HMT
4	Quotations requested	NCHADS	NCHADS
5	Evaluation and contract award	NCHADS	NCHADS
6	Supervision of work (foundation, 50%, 70%, completion)	NCHADS, HMT (& Assessment Team)	NCHADS
8	Certificate of completion	Assessment Team	NCHADS
7	Final Payment	NCHADS	NCHADS

#### **5.4 Procurement Evaluation**

Evaluation of quotations, bids and proposals etc for procurements will be conducted by a **Procurement Evaluation Committee** (or **Selection Panel** in the case of consultants and NGOs). Committee/Panel Members will be nominated by NCHADS for procurements below \$50,000; and by the Ministry of Health upon the recommendation of NCHADS for procurements of higher value. They should include an appropriate selection of members: to include Ministry of Economy and Finance where issues of VAT and/or import duties are involved, for example.

**Criteria** for evaluation will be based upon international good practice (eg ADB or WB Guidelines).

#### **5.5 Insurance**

The Government of Cambodia currently makes no provisions for insurance of persons, travel or vehicles and equipment. Where required, however, persons, travel, vehicles and equipment may be insured using the relevant funds. Procurement of insurance will follow the procurement guidelines set out here.

### **6. DECENTRALISATION TO PROVINCES**

To ensure ownership and sustainability of programme activities, the Programme stresses the importance of decentralised implementation through Provincial Health Departments, **Operational Districts**, and selected NGOs. **The main mechanism for this is**

HIV/AIDS Management Teams,. These will maintain sub-accounts and will receive advances from NCHADS, not to exceed \$30,000; SOEs will be used to liquidate and replenish advances.

### **6.1 HIV/AIDS Management Teams**

Decentralisation is done through the HIV/AIDS Management Team (HAMT). This is a small management unit established within the Provincial Health Department with responsibility for receiving, disbursing and accounting for funds, and implementing programme activities (see **Annex 5: Sample Documents for Decentralisation**).

Under the programme:

1. HAMTs will be established within Provincial Health Departments. Terms of Reference are in **Annex 5**.
2. HAMTs will sign a Letter of Agreement (LOA – draft in **Annex 5**) for the programme with the Ministry of Health describing inputs from the MoH and outputs from the NCHADS, with agreed upon indicators. The LOA will be based upon the Annual Work Plan of the province, as approved.
3. HAMTs will open their own bank accounts for programme funds with an initial advance of up to \$30,000 and then regular, monthly, replenishments against SOEs, from the NCHADS Account.
4. HAMTs will follow these **“Procedures for Implementation of NCHADS’ Programme Activities”** for petty cash procedures.
5. HAMTs will incur expenditure, and submit documentation supporting expenditure to **NCHADS**, according to the rates and procedures established in these **“Procedures for Implementation of NCHADS Programme Activities”**.
6. Annual and Quarterly Work Plans of the HAMTs will be submitted to NCHADS, and included with the NCHADS Annual and Quarterly Work Plans according to the schedule laid down in these **“Procedures for Implementation of NCHADS Programme Activities”**. Formal approval of Work Plans for these HAMTs, and of spending against budgets, will be given annually, as part of the NCHADS Annual Comprehensive Work Plan.
7. Under the LOA, incentives will be paid quarterly to officials directly involved in programme implementation, by means of an **Agreement to Perform Work** (APW), against specified tasks and staffing patterns, and specified Performance Criteria (**Annex 5**).
8. HAMTs will have an annual independent financial audit as part of the annual audit of the programme.

### **6.2 Decentralisation to OD level**

With the establishment and expansion of the Continuum of Care for PLHA at Referral Hospitals, Operational Districts have increased responsibility for the planning and implementation of many programme activities themselves, and coordinating with other implementing partners, under the umbrella of the Provincial HAMT. To support ODs in

these activities, OD Coordinators have been appointed in all ODs with CoC. Their primary functions are:

- To support the management and implementation of the HIV/AIDS prevention and care programme at OD level, based on the MoH Strategic Plan for HIV/AIDS and STI Prevention and Care, with particular emphasis on provision of good quality OI/ART services; holding Continuum of Care Coordination Committee and MMM Meetings regularly; maintaining records and submitting the comprehensive CoC report to NCHADS;
- To develop the Annual Operational Comprehensive (AOCP) Work Plan for the OD for inclusion in the Provincial MoH AOP;
- To strengthen the mechanism of coordination and collaboration with partners and donors within the OD;

ODs will:

1. Develop Annual and Quarterly Work Plans for the OD to be included in the HAMT/PHD Annual and Quarterly Plans.
2. Follow these **“Procedures for Implementation of NCHADS’ Programme Activities”**.
3. Develop and sign Letters of Agreement with implementing partners in the OD (see Annex 9).
4. Ensure the coordination of all HIV/AIDS and STD activities in the OD.

## 7. COLLABORATION AND PARTNERSHIPS

Over the years, NCHADS has developed a culture of ‘good partnership’. Currently, there are approximately 85 NGOs, both local and international, and 20 bilateral, multi-lateral, academic and private donors working on and supporting the programme responding to HIV/AIDS prevention and care in Cambodia. But great outputs cannot be achieved if the mechanisms and structures for collaboration and coordination do not exist.

NCHADS expects partnerships to be developed at three levels:

- Between **NCHADS and its national implementing partners** such as other Departments of the Ministry of Health, other Ministries, INGOs, local NGOs and other organizations: NCHADS requests non-Government Implementing Partners to sign a Letter of Agreement, to clarify roles and responsibilities, and inputs and resources. This formal mechanism allows NCHADS to coordinate and ensure coverage, quality control, and regulatory adherence to national standards and guidelines at national level, and to make optimal resource allocations in Annual Work Plans and its MTEF (Medium Term Expenditure Framework).
- Between **PHD/HAMTs and implementing partners**, primarily NGOs working in the province: this gives HAMT/PHDs the responsibility to ensure coordination, to avoid duplication, overlap, and miscommunication, and to ensure coverage and

quality control. Again, HAMT/PHDs and Implementing Partners should agree on and sign LoAs specifying responsibilities, coverage and resource availability.

- Between **ODs and NGOs and local implementing partners**: these partnerships are a critical part of the development of greater responsibility for planning, coordination, implementing and reporting at OD level. ODs and implementing partners should agree on and sign OD-level LoAs specifying responsibilities, coverage and resource availability.

Formats for these Letters of Agreement are in **Annex 9**.

Phnom Penh, December , 2005

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**DR MEAN CHHI VUN**  
Director, National Centre  
HIV/AIDS, Dermatology and STD

Approved

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**Minister of Health**

## ANNEX 1: Permissible rates for per diem, allowances, supervision and travel

**Table A1: Daily allowance to government staff for in-country travel**

<i>Location</i>	<i>Rate (US\$)</i>	
	Overnight	Full day (no overnight)
Province to Phnom Penh	25	5
Phnom Penh to all Provincial Capitals	20	5
Province to Province	20	5
District to Provincial Capital	15	5
Province to district/village	15	5

Note that travel between immediately bordering provinces/districts, and to Phnom Penh, within 30 km or less than 2 hours travel time, is limited to the full day rate only, without overnight stay.

International TA recruited by NCHADS will receive \$45 for overnight stay outside Phnom Penh, and \$10 for full day travel without overnight stay, or as specified in LoAs.

**Table A2: Allowance to training/workshop participants**

<i>Allowance</i>	<i>Rate (US\$)</i>
Facilitator (if no per diem paid – see Notes, below)	12.5 per day
Trainee (if no per diem paid)	5 per day
Stationery, etc (flat rate)	2 per head
Refreshment (flat rate)	1 per head

### Extended training courses:

When training courses last longer than one month, or are in ‘modules’ of one or two weeks extended over several months (eg the Clinicians’ Training for OI/ART), and take place in Phnom Penh, an allowance of \$250 per month will be paid to trainees in place of per diem, based upon an APW signed by each trainee with respect to full attendance at the training.

**Table A3: Rates for work**

<i>Work</i>	<i>Rate (US\$) per page (A4, TNR12)</i>
Translation	5
Editing	3
Typing	2
Photocopy	0.02

**Table A4: Travel**

Local travel is reimbursement against actual expenditure	
<b>International travel</b>	
Per diem	UN DSA rates or as in LoA
Air tickets	Standard economy class; for journeys over 8 hours flying, business class; or as in LoA

### Facilitator Allowance

Facilitator Allowance (@ \$12.50 per person/day) may be paid to staff members under the following circumstances:

Where a Meeting, Workshop or Training Course includes participants external to NCHADS HQ:

**Table A5: Facilitator Allowance**

	<b>Activity</b>	<b>Rate</b>
1	Managing a training course or workshop full-time (less than 50 trainee-days)	2 person-days for each day of the workshop/training + 1 extra day for preparation
2	Managing a training course or workshop full-time (between 50 and 150 trainee-days)	3 person-days for each day of the workshop/training + 1 extra day for preparation
3	Managing a training course or workshop full-time (more than 150 trainee-days)	4 person-days for each day of the course or workshop
4	Official Senior-level Opening or Closing (Director and above)	1 person-day for opening & 1 person-day for closing
5	Making a prepared presentation (power-point, OHP, etc), facilitating or leading a discussion or group discussion session	1 person-day for each presentation, group discussion facilitated, etc
6	Preparing a Report	1 person-day for day of the course/meeting/workshop
7	Managing administrative & logistic arrangements	1 person-day for each 100 trainee-days of the meeting
8	Managing financial and accounting arrangements (eg paying for services or supplies, per diems to participants, materials and folders, etc)	1 person-days for each 50 trainee-days of the meeting

### Notes:

1. A 'trainee-day' is the unit found by multiplying the number of trainees (participants) by the number of days' duration of the workshop, meeting, etc. EG: a one-day Meeting for 125 people is (1 x 125 = 125) 125 trainee-days; a four-day Workshop for 22 participants is (4 x 22 = 88) 88 trainee-days; a three-day training course for 15 trainees is (3 x 15 = 45) 45 trainee-days, etc.

2. A 'person-day' is the payment of \$12.5 for a facilitator for one day.

3. In some circumstances these rates may vary according to specific LoA.

**Table A6: MMM rates for PLHA**

Lunch (one day per month only)	\$2
Travel (one day per month only)	\$2
Food for children accompanying mothers/fathers (one day per month only)	\$2

## **Annex 2: Summary of the Procurement Process and Sample Formats for Procurement of Goods**

2.1 Simplified Procedures for Procurement of Goods

2.2 Requests for Quotations

2.3 Contract

## **2.1 Simplified Procedures for Procurement of Goods**

### ***Direct Purchase:***

Direct Purchase Procedures require:

1. A Purchase Request including the quantity required and a full description and technical specifications of the items required is prepared.
2. All potential suppliers will receive a written invitation to submit quotations and a full description of the goods being procured (see Request for Quotations, below). Potential suppliers may be identified by the Requestor or Procurement Officer. A minimum of 14 days will be allowed for all potential suppliers to submit quotations. A minimum of three quotations will be required.
3. At the end of the quotation period an Evaluation Committee, established as per NCHADS SOP will meet to open all quotations and select a supplier. The Evaluation Committee will comprise not less than 3 people.
4. Formal Minutes of the Evaluation committee's discussions and decision must be recorded.

If there are fewer than 3 quotations received despite adequate dissemination of invitations to submit quotations the NCHADS Director may approve either:

- a single source supplier contract for a period of not more than 1 year, or
- proceed with the awarding of a contract to supply the goods if there is a quotation that is acceptable to the Evaluation Committee.

### ***Sourcing of Quotations:***

Sourcing of quotations should be requested from all available vendors (if reasonable). This is to give assurance that all possible vendors in the market have been considered. Taking into consideration the time and effort required to compile multiple quotations, this exercise needs to be carried out only for the first purchase of the year (for each item) and going forward is on annual basis. The best three vendors will be shortlisted for future consideration.

### ***Reorders or Repeat orders***

If a purchase request specifies goods or services identical to or substantially similar to those which have been purchased through a competitive bidding process in the previous 12 months the Purchase Request may be approved by the NCHADS Director as a "reorder" or "repeat order" and be procured without repeating a competitive bidding process. The quantity of goods or services requested may differ from the previous order. This procedure may be used for consumable goods which are purchased regularly, such as stationery and office supplies, laboratory reagents, clinic consumables, cleaning products etc. Goods and services may be procured from the successful supplier selected by the Evaluation Committee during the competitive bidding process upon receipt of a satisfactory invoice from that supplier.

### ***Frequently purchased items***

For frequently purchased items, NCHADS will establish an *Approved Supplier Listing* and negotiate an annual contract with the most qualified vendors. This is to eliminate the need to compile quotations for each repeat purchase. Further, a contract may enable better bargaining power due to commitment to purchase large amount of goods.

***Single source***

Where there is only one supplier available, single source procurement may be used. Approval must be sought from MoH or as specified in the LoA for each incident of single source procurement.

**2.2 Request for Quotations**

MINISTRY OF HEALTH  
National Centre for HIV/AIDS,  
Dermatology and STD  
No.....

Phnom Penh, ..... ..

To Whom It May Concern,

**Subject:** Request for quotation for the supply of ..... to the National Centre for HIV/AIDS, Dermatology and STD (hereinafter referred to as NCHADS).

You are kindly invited to send us your quotation for the supply of ..... as described in the attached "Technical Specifications and Price Schedule". A sample Form of Contract is also provided. In preparing your quotation, you are requested to observe the following:

- 1. Your quotation will be addressed to:  
  
National Centre of HIV/AIDS, Dermatology and STD (NCHADS)  
# 170, Sihanouk Blvd, Phnom Penh, Cambodia.  
Fax/Phone (855-23) 214556  
  
Attn: Dr Mean Chhi Vun  
**NCHADS Director**
- 2. Your quotation will be delivered to the above address before or by.....
- 3. The source of funds is .....

**4. Delivery of Goods**

4.1 Goods must be delivered at the Purchaser's premises at the National Centre of HIV/AIDS Dermatology STD, #170, Preah Sihanouk Blvd, Phnom Penh, Cambodia, within 3 days after signing of the Contract.

**5. Taxes, Duties, License Fees.**

5.1 The Supplier shall provide necessary documents (Invoice, Bill of Lading or Air Way Bill, packing list, etc) for tax exemption and registration, to the Purchaser to ensure timely delivery. **All prices must be exclusive of VAT and other import duties, and expressed in US Dollars.**

5.2 The Supplier will be responsible for all demurrage fees at Customs warehouse.

## **6. Payment**

6.1 Payment will be made by cheque representing the full amount of the contract value within 1 week after the Goods have been received and delivered in good condition to the National Centre for HIV/AIDS, Dermatology and STD, Ministry of Health, after receipt by the Purchaser of the original Supplier's Invoice showing Goods Description, quantity, unit price and total amount, and after the issuance of the Purchase Receipt by the NCHADS. In your quotation, you should state the name of your representative authorized to collect payment.

## **7. Evaluation of quotations**

7.1 NCHADS will determine which quotations respond to the specifications of the Goods and, accordingly, are acceptable from a technical point of view. Quotations which are not responsive will be rejected and will be eliminated from further consideration.

7.2 NCHADS reserves the right to accept or reject any quotation and annul this process of inviting quotations at any time prior to Award of the Contract, without thereby incurring any liability to the affected Supplier or Suppliers or any obligation to inform the affected Suppliers or Suppliers of the grounds for the NCHADS's action.

7.3 NCHADS further reserves the right to extend the deadline for submission of quotations.

7.4 If there is a discrepancy in the total price stated in the quotation and that obtained by multiplying the unit price and quantity, the latter shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

We look forward to receiving your quotation before the time limit stipulated above. Quotations received after this date will not be considered.

Yours Sincerely,

**Dr. Mean Chhi Vun**

Director

National Centre for HIV/AIDS

Dermatology and STD

## 2.3 Contract

MINISTRY OF HEALTH  
National Centre for HIV/AIDS,  
Dermatology and STD

Contract No.....

### **CONTRACT**

This agreement is made on ..... in Phnom Penh, Cambodia, between the **National Centre for HIV/AIDS, Dermatology and STD** (hereinafter called the “Purchaser”) of the one part and ..... (hereinafter called the “Supplier”) of the other part.

**Whereas** the Purchaser wishes to buy ..... hereinafter referred to as “the Goods” in accordance with Technical Specifications and Price Schedule attached to this contract and has accepted an offer by the Supplier dated .....(see Quotation) for the supply and delivery of the said items against payment in the amount of US\$ ..... (.....);

### **NOW THIS AGREEMENT WITNESS AS FOLLOWS:**

1. The offer by the Supplier and its acceptance by the Purchaser constitute the Contract.

The parties to the Contract further agree:

#### **2. Specifications**

2.1 The Goods supplied shall conform to the quality and technical standards mentioned in the Technical Specifications and Price Schedule, and in the quantities stated in the Supplier's offer (see Quotation) and in accordance with good commercial standards and practice.

#### **3. Delivery**

3.1 Delivery of the goods shall be made at the **National Centre for HIV/AIDS, Dermatology and STD** at 170, Preah Sihanouk Boulevard, Boeung Keng Kang I, Phnom Penh within ..... days after signing of Contract.

#### **4. Penalty for late delivery**

4.1 In the event of a delay by the Supplier in the performance of its delivery obligations, a penalty of one-half (0.5%) percent per week of the Contract Value of the undelivered Goods will be imposed by the Purchaser, subject to the maximum penalty of ten percent.

#### **5. Warranty**

5.1 The Supplier will be required to warrant that the Goods to be supplied under the Contract will be new, unused, and of the most recent model incorporating all recent improvements in design and materials.

**6. Payment**

6.1 Payment will be made by cheque representing the full amount of the Contract value within 1 week after the Goods have been received and delivered in good condition to the National Centre for HIV/AIDS, Dermatology and STD, Ministry of Health, after receipt by the Purchaser of the original Supplier's invoice showing Goods description, quantity, unit price and total amount, and after the issuance of the Purchase Receipt by the Purchaser.

6.2 Payment will be made by the National Centre for HIV/AIDS, Dermatology and STD, to the Supplier or its Representative authorized to collect payment.

**7. Taxes and Duties**

7.1 The Supplier shall provide necessary documents (Invoice, Bill of Lading or Air Way Bill, packing list, etc) for tax exemption and registration, to the Purchaser to ensure timely delivery. **All prices must be exclusive of VAT and other import duties, and expressed in US Dollars.**

7.2 The Supplier shall be responsible for all demurrage fees at the Customs Warehouse.

8. In consideration of the payment to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and to remedy defects in conformity with the provisions of the Contract.

9. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed the Contract.

**IN WITNESS** whereof the parties here have caused this Agreement to be executed in accordance with the laws of the Kingdom of Cambodia.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Purchaser)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

**ANNEX 3: Personnel Contract Formats**

**3.1 Agreement to Perform Work - Format**

**AGREEMENT TO PERFORM WORK**

**BETWEEN**

**NATIONAL CENTRE FOR HIV/AIDS DERMATOLOGY AND STDS**

**AND**

.....(name)

.....(address)

The National Centre for HIV/AIDS, Dermatology and STDs (NCHADS) wishes to engage the services of ..... (name) for .....(title of work).

**Description of Services**

**Background:**

**Activities:**

- 
- 
- 

**Cost:** US\$.....

**Payment:** The payment for the ..... will be paid when the work is completed to the satisfaction of NCHADS, upon submission of an invoice.

Thus agreed, drawn in duplicate and signed, in Phnom Penh, on  
.....(date)

Signed: .....  
(.....)

Signed: .....  
(For the National Centre for HIV/AIDS, Dermatology and STDs)

**3.2 Personal Contract Format**

**CONTRACT**

**To:**

Dear .....

We are pleased to offer you a contract of domestic consultant appointment as ..... to the National Center for HIV/AIDS, Dermatology and STD, Ministry of Health (MOH). This position is funded by ..... Attached, please find your Terms of Reference.

The duty station will be Phnom Penh, Cambodia. You will report to the ..... and the Director of the National Center for HIV/AIDS, Dermatology and STD.

The starting date of this contract is ..... This contract and terms contained therein refer to an appointment of .....**months** starting from ..... until ....., [renewable annually subject to written agreement between you and the Ministry of Health]. During the period of this contract, the Ministry of Health may terminate the engagement at any time upon giving you the reasonable advance notice in writing.

You will be remunerated in the amount of **US\$** .....per month, inclusive of all allowances. Your salary will be paid on the monthly basis, in US Dollars.

**Leave**

You will be entitled to annual/vacation leave at the rate of five (5) working days for every three (3) months during which services are performed. Such leave must be taken during the period of engagement with the prior knowledge and approval of the Ministry of Health.

You will be entitled to sick leave at the rate of four (4) working days for every three (3) months during which services are performed. Entitlement sick leave is conditional upon your inability to perform the services and you shall provide to the Ministry of Health any such medical and other evidences certifying the inability to work that the Ministry of Health may reasonably requires.

**Hours of Work**

Normal workweek is from 07:30 hours to 12:00 hours and from 14:00 hours until 17:30 hours, Mondays through Fridays. Official Royal Cambodian Government holidays apply.

**Overtime**

No additional payment for overtime work.

**Travel and transportation**

Duty travel within Cambodia will be done with MOH vehicle(s).

*A daily travel allowance* of USD 20.00 will be paid in accordance with MOH policy for service outside Phnom Penh that requires the spending of night(s) away from Phnom Penh; and USD 5 travel allowance will be paid for duty travel which does not involve spending the following night away from home.

By accepting this appointment, you agree not to seek or accept work connected with projects or operations that were your direct concern, nor make use of material acquired during this assignment for a period of three years after termination of your employment, unless prior written consent of the Ministry of Health has been obtained.

Your also agree that all knowledge and information not within the public domain which you may acquire from the project shall for all time and for all purposes be regarded by you as strictly confidential and held by you in confidence, and shall not be directly or indirectly disclosed by you to any person whatsoever except with the Ministry of Health's written permission. Please indicate your agreement with the foregoing by signing and returning the enclosed copy of this letter to Dr. Mam Bun Heng, at the Ministry of Health.

We hope that you will enjoy working with us.

Yours sincerely,

\_\_\_\_\_

**By the Consultant**

I hereby accept my appointment to the Ministry of Health, Kingdom of Cambodia as ....., under the terms and conditions of employment set forth in my letter of appointment and the policies and procedures of NCHADS presently in effect and as they may be amended from time to time.

Signature: \_\_\_\_\_

Name (print)

Date: \_\_\_\_\_

cc:

Encl: Terms of Reference

## **Annex 4: Sample Documents for Procurement of minor Civil Works**

4.1 Request for Quotation

4.2 Contract

**4.1 Request for Quotation**

**MINISTRY OF HEALTH  
National Centre for HIV/AIDS,  
Dermatology and STD**

No.....

Phnom Penh, .....

To Whom It May Concern,

Subject: Request for quotation for the renovation of an ..... under the .....

You are kindly invited to provide us with your quotation for the renovation of an ..... as described in the attached “ Plan (Annex I) and Bill of quantities” ( See Annex II) . A sample form of Contract is also provided (Annex III). In preparing your quotation , you are requested to observe the following :

2. Your quotation will be addressed to :

National Centre of HIV/AIDS Dermatology and STD (NCHADS)  
# 170, Sihanouk Blvd, Phnom Penh , Cambodia.  
Fax/Phone (855-23) 214556

Attn : Dr Mean Chhi Vun  
**NCHADS DIRECTOR**

2. Your quotation will be delivered to the above address before or by .....  
On the outer envelope shall be stated: Do not open before .....

3. The source of funds is .....

**4. Delivery of Services.**

4.1 The Contractor shall perform the work according to attached plan and bill quantities.

**5. Taxes, Duties, License Fees.**

5.3 The Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until completion of work

**6. Payment**

6.2 Payment will be made by check according to the following schedule:

\* Advance payment of 20% of contract price for mobilization will made up on signing of the contract.

\* Payment of 70% of the contract price will be made after completion of the whole work and upon submission by the Contractor, of an invoice certified by the Provincial Health Department and NCHADS.

\* 10% of the contract price will be kept as retention money and will be paid to the Contractor when the works is satisfied by NCHADS.

In your quotation, you should state the name of your representative authorized to collect payment.

## **7. Evaluation of quotation**

7.5 NCHADS will determine which quotations are acceptable from a technical point of view. Quotations, which are not responsive will be rejected and will be eliminated from further consideration.

7.6 NCHADS reserves the right to accept or reject any quotation and annul this process of inviting quotations and reject at any time prior to Award of the Contract, without thereby incurring any liability to the affected Employer or Employers of the grounds for the Employer's action.

7.7 NCHADS further reserves the right to extend the deadline for submission of quotations.

7.8 If there is a discrepancy in the total price stated in the quotation and that obtained by multiplying the unit price and quantity, the latter shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

We look forward to receiving your quotation before the time limit stipulated above. Quotations received after this date will not be considered.

Yours Sincerely,

Dr. Mean Chhi Vun  
Director  
National Centre for HIV/AIDS  
Dermatology and STD

**4.2 Contract**

MINISTRY OF HEALTH  
National Centre for HIV/AIDS,  
Dermatology and STD  
Contract No.....

**CONTRACT**

This agreement is made on ..... in Phnom Penh, Cambodia, between the **National Centre for HIV/AIDS, Dermatology and STD** (herein referred to as “the Employer”) of the one part and .....(herein referred to as “the Contractor”) on the other part.

**Whereas** the Employer is desirous that the **renovation of the** ..... **in** .....**Province** (herein referred to as "Works") should be executed by the Contractor viz. .... and has accepted the offer for by the Contractor dated ..... for the execution and completion of such Works and the remedying of any defects therein;

**NOW THIS AGREEMENT WITNESS AS FOLLOWS:**

- 1. The offer by the Contractor and its acceptance by the Employer constitute the Contract. The two parties further agree:

**Performance of the Works**

- 2. The Contractor shall perform the renovation of the ..... (herein referred to as "the Works") as specified in the "bill of quantities and plan" attached to this Contract, and which is made an integral part of this Contract.
- 3. The Contractor shall perform the Services during the period commencing ..... to ..... or any other period as may be subsequently agreed by the two parties.
- 4. The Employer, through its provincial network, will monitor work progress, check the Contractor's work, and notify the Contractor of any defects, which are found. The contractor shall correct the notified defect at no cost to the Employer within a period agreed between both parties.
- 5. A certificate of completion will be issued by the Employer to the Contractor when he decides that the Works are completed and all Defects satisfactorily corrected.

**Payment**

- 4. The Contractor will be paid a lump sum amount of **US\$** .....(.....) for the execution and completion of the aforementioned performance of works.

5. Payment will be made by cheque according to the following schedule:

- Advance payment of 20% of contract price for mobilization will be made on signing of the contract;
- Payment of 70% of contract price will be made after completion of the whole work and upon submission by the Contractor, of an invoice certified by the Provincial Health Department and NCHADS;
- 10% of the contract price will be kept as retention money and will be paid to the Contractor when the certificate of completion is issued by the NCHADS.

6. Payment will be made by the National Centre for HIV/AIDS, Dermatology and STD, and STD to the Contractor to its Representative authorized to collect payment. The source of financing is the .....

7. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute the Works and to remedy and defects therein conformity in all aspects with the provisions of the Contract.

8. The Employer hereby covenants to pay the Contractor in consideration and completion of the Works and the remedying of defects therein, the Contract Price at times and in the manner prescribed by the Contract.

In witness whereof the parties here have caused this Agreement to be executed in accordance with the laws of the Royal Kingdom of Cambodia.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Contractor)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the NCHADS)

## **ANNEX 5: Sample Documents for Decentralisation**

- 5.1: Terms of Reference for HAMTs
- 5.2: Letter of Agreement format
- 5.3: APW format for PBSI
- 5.4: HAMT Tasks and Staff Patterns

## 5.1: Terms of Reference for HAMTs

### HIV/AIDS Management Team (HAMT)

The **HIV/AIDS Management Team (HAMT)** will be established by the Provincial Health Directorate with the approval of the Ministry of Health. The **HAMT** will have overall responsibility for implementation of all HIV/AIDS and STI activities within the province funded under the programme, in close collaboration with NCHADS. The **HAMT** will be responsible for receiving, disbursing and accounting for all programme funds allocated to the province.

The **HAMT** will consist of a HAMT Leader, and **HAMT** Accountant.

The **HAMT** will report to the Provincial Health Director.

The **HAMT** will be responsible for:

1. Ensuring that Annual and Quarterly HIV/AIDS and STI Work Plans are prepared and submitted to NCHADS for approval
2. Ensuring the timely flow of funds as specified in approved Work Plans.
3. Quality of provincial level training activities for HIV/AIDS and STI.
4. Supervision of HIV/AIDS and STI activities to ensure quality control.
5. Monitoring of all HIV/AIDS and STI activities, including Continuum of Care activities.
6. Ensuring the Quarterly and Annual Reports are prepared and submitted to NCHADS.
7. Ensuring that regular monthly replenishments of the **HAMT** Account are made.
8. Ensuring that accounts are satisfactorily maintained.
9. Identifying NGOs for possible collaboration, and arranging such collaboration.
10. Ensuring the increasing accessibility of HIV/AIDS and STI services in response to needs.
11. Ensuring that all ODs have operational Continuum of Care Coordination Committees
12. Ensuring that all Referral Hospitals have functioning Continuum of Care Coordinating Committees.

## 5.2: Letter of Agreement format

**LETTER OF AGREEMENT FOR**  
**HIV/AIDS PROGRAMME MANAGEMENT**  
**Between**  
**the National Centre for HIV/AIDS, Dermatology and STI (NCHADS)**  
**and**  
**the HIV/AIDS Management Team of \_\_\_\_\_ province**

**Concerning Decentralization of HIV/AIDS Activities**  
**Funded under the NCHADS Comprehensive Work Plan \_\_\_\_\_**

- (1) The the National Centre for HIV/AIDS, Dermatology and STI and the **HIV/AIDS Management Team** of \_\_\_\_\_ Province (hereinafter known as **HAMT**), represented by Mr. \_\_\_\_\_, acting in his capacity as Provincial Health Director agree that the following special assignment will be carried out with funds provided under the NCHADS Comprehensive Work Plan \_\_\_\_\_.
- (2) **Task:** The **HAMT**, through its subordinates (primarily the Provincial AIDS Manager), is responsible for implementation of HIV/AIDS and STI activities in \_\_\_\_\_. The National Centre for HIV/AIDS, Dermatology and STD/Ministry of Health (NCHADS/MoH) will directly monitor and supervise implementation on technical aspects and supervise the financial management of funds provided.
- (3) **Task Components:** The **HAMT**, through its subordinates and represented by the **HAMT leader**, will ensure the completion of the activities approved in the provincial HIV/AIDS and STI Annual Work Plan for the year \_\_\_\_\_ attached at **Annex 1**.
- (4) **Indicators and Outputs:** Indicators and outputs for the satisfactory performance of these tasks are:
1. 90% of activities implemented according to Annex 2 (provincial targets 2006);
  2. Accounts satisfactorily maintained, as agreed by the NCHADS Finance Unit;
  3. 80 to 90% of activities implemented according to work plan;
  4. Diagnosis and management of STI cases appropriate (as judged by NCHADS supervision);
  5. Testing and Counselling conducted appropriately (as judged by NCHADS supervision);
- (5) **Term:** The **HAMT** shall perform the services specified above during the period commencing on January 1 \_\_\_\_\_ and continuing through end of December 31 \_\_\_\_\_. This term is subject to change upon reasonable written notice agreed by the two Parties.
- (6) **Cost:** A total estimated cost of not more than \$ \_\_\_\_\_, as in **Annex 1**, will be provided by NCHADS /MoH as follows.

- (7) **Funding:** Funds will be transferred from NCHADS/MoH to the **HAMT** as an initial advance of \$\_\_\_\_\_, which will be reconciled and replenished each month in accordance with NCHADS standard operating procedures as laid down in the "**Procedures for Implementation of Programme Activities**" with respect to various funding sources, as formally approved.
- (8) For \_\_\_\_\_, funds are allocated from the following sources:
- (9) Should further funding become available for provincial activities, the Annual Work Plan at Annex 1, the targets at Annex 2, and this contract at clauses 6 and 8, will be amended by Letter of Amendment.
- (10) It is anticipated that no additional cost will be paid for the work by NCHADS/MoH to the **HAMT**, unless extra work is requested to be performed.
- (11) If expenditures during the year are less than the approved Work Plan, any balance of funds must be refunded to NCHADS.
- (12) **Audit:** The **HAMT** account will be audited as part of the various relevant audits relating to relevant funding sources. NCHADS/MoH reserves the right to audit the HAMT Account at any time.
- (13) Any difference or dispute arising out of this Letter of Agreement (LOA), which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the regulation of the Ministry of Health.
- (14) NCHADS, without prejudice to any other remedy for breach of LOA, by written notice of default sent to the **HAMT** may terminate this LOA in whole or in part: (a) if the **HAMT** fails to perform any other obligation(s) under the Letter of Agreement; (b) if the **HAMT**, in the judgment of NCHADS, has engaged in corrupt or fraudulent practices in competing for or in executing this LOA.

**Agreed to by:**

\_\_\_\_\_  
**Dr.**  
 ..... and **HAMT** Leader

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Dr. Mean Chhi Vun**  
 Director of NCHADS

\_\_\_\_\_  
**Date**

**NOTE:** In addition to the funding sources above, national; budget and the following NGO funds and activities identified in the provincial planning process are included in the Annual Comprehensive Plan at Annex 1, but are not covered by the terms or scope of this LOA.

cc. Director, Planning Dept, MoH

**5.3: APW format for PBSI**

**Agreement to Perform Work (APW)**

**Between  
the National Centre for HIV/AIDS, Dermatology and STD  
and**

.....

**Concerning the Implementation of HIV/AIDS Activities in .....**

- (1) The National Centre for HIV/AIDS, Dermatology and STD/Ministry of Health (NCHADS/MoH) and ....., acting in his capacity as ....., agree that the following special assignment will be carried out with funds approved under the NCHADS Annual Work Plan for the year 2005.
- (2) By signing this agreement both parties agree that ....., will not receive any additional regular incentive or supplementation payments for the tasks and duties described in this APW from any other source for the duration of this APW.
- (3) **Task:** ..... shall perform his duties according to the **Job Description** (see Annex 1) and **Terms of Reference** (see Annex 2) attached.
- (4) **Performance Assessment:** NCHADS/MoH will monitor and supervise his/her performance according to performance indicators and rating as set out in the "Procedures for the Assessment and Payment of Performance Based Salary Incentives for the NCHADS Programme ", with .....support.
- (5) **Term:** ..... shall perform the tasks specified above during the period commencing **on January 1, 200.... and continuing to the end of December 31 200.....** This term is subject to change upon reasonable written notice agreed by the two Parties.
- (6) **Cost:** A total estimated cost of not more than US\$ .....per month for the year 200.... = US\$ ..... (..... US Dollars only) will be paid as incentive to the performance of his Terms of Reference.
- (7) **Payment:** Payment for performance incentives will be made to ..... on a quarterly basis from funds allocated under the Annual Work Plan. Payment will be made according to performance assessment, ratings and rates as set out in the "Procedures for the Assessment and Payment of Performance Based Salary Incentives for the NCHADS Programme with DFID Support", approved by the Ministry of Health.
- (8) Any difference or dispute arising out of this APW, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Royal Government of Cambodia.
- (9) NCHADS/MoH without prejudice to any other remedy for breach of APW, by written notice of default sent to ....., may terminate this APW in whole or

in part: (a) if he fails to perform any other obligation(s) under the APW; (b) if he, in the judgment of NCHADS has engaged in corrupt or fraudulent practices in competing for or in excluding the APW.

**Agreed to by:**

---

Dr. Mean Chhi Vun  
**Director**  
**National Centre for HIV/AIDS**  
**Dermatology and STD**

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**Date**

---

**Provincial Health Director**  
..... **Province**

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Date

---

.....

---

**Date**

#### 5.4 HAMT Tasks and Staff Patterns

(Note that this description is a summary, and does not replace the formal TOR and job descriptions set out in the NCHADS **Functional Task Analysis**)

Staff	Tasks	Number
HAMT Director	<ul style="list-style-type: none"> <li>• Planning, monitoring, reporting, management,</li> <li>• Budgeting and financial management</li> <li>• Coordination and resource mobilization at provincial level</li> <li>• Supervision of HIV/AIDS and STI activities to ensure quality control</li> </ul>	1 Director
Accountant	<ul style="list-style-type: none"> <li>• Coordinating budgets, and activity micro-budgets for Programme funds</li> <li>• Maintaining up-to-date Programmes Accounts, cash book registers, etc</li> <li>• Preparation of monthly replenishment request from NCHADS</li> <li>• Preparation of monthly Financial and Accounting Reports</li> </ul>	1 Accountant
PAO Manager	<ul style="list-style-type: none"> <li>• Planning, monitoring, reporting, management,</li> <li>• Budgeting and financial management in collaboration with PHD Accountant</li> <li>• Coordination and resource mobilization at provincial level</li> <li>• Communication, coordination and collaboration with NCHADS</li> <li>• Monitoring and supervision of HIV/AIDS activities</li> <li>• Technical support and advice to PHD, PAC, NGOs, other Government Departments</li> </ul>	1 Manager
PAO staff	<ul style="list-style-type: none"> <li>• Identify needs and opportunities for, and conduct IEC/BCC</li> <li>• Manage the Provincial Outreach Team</li> <li>• Manage the 100% Condom Use and ensure regular condom supply</li> <li>• Support STI services</li> </ul>	1 Assistant Manager 1 BCC Officer 1 STI Officer 1 OD Coordinator

	<ul style="list-style-type: none"> <li>• Support Continuum of Care for PLWHA within ODs.</li> <li>• Support VCCT services</li> <li>• Support the establishment and maintenance of MMMs at Referral Hospitals.</li> <li>• Participate in data collection for HSS, BSS, etc</li> </ul>	
STI Clinic Staff	<ul style="list-style-type: none"> <li>• Train health workers for and supervise STI services for general population in ODs and HCs</li> <li>• Manage special STI clinic(s) for high risk populations</li> <li>• Provide services in special STI clinic(s)</li> <li>• Prepare drug requirements</li> <li>• Maintain records</li> </ul>	<p>1 head of STI clinic  1 male clinician  1 female clinician  1 health educator  1 lab technician</p>
VCT Staff	<ul style="list-style-type: none"> <li>• Manage VTC Centre and services</li> <li>• Provide pre/post test counselling to clients</li> <li>• Refer clients</li> <li>• Manage lab and run tests</li> <li>• Record keeping</li> </ul>	<p>2 lab technicians  1 male counsellor  1 female counsellor</p>
OI/ART Team (where CoC including OI/ART established)	<ul style="list-style-type: none"> <li>• Plan, organize and manage OI/ART care services</li> <li>• Care for people living with HIV/AIDS</li> <li>• Provide high quality clinical, laboratory, radiology and pharmacy services for PLHA</li> <li>• Liaise and collaborate with other departments and partners</li> <li>• Estimate drug, reagents etc requirements</li> <li>• Record and report</li> </ul>	<p>1 team leader  2 clinicians  2 nurse counsellors  1 logistics management officer  1 laboratory technician  1 X-Ray technician  1 ultrasound technician</p>
CD4 Lab team (where CD4 machine installed)	<ul style="list-style-type: none"> <li>• Perform CD 4 tests</li> <li>• Ensure that results are returned to sites in a timely fashion.</li> <li>• Maintain the machine at all times</li> <li>• Manage stock, and reordering of reagents, etc</li> <li>• Recording &amp; Reporting</li> </ul>	<p>3 lab technicians</p>

## **ANNEX 6: BCC for HIV/AIDS: Technical Guidelines for Contracting for entertainment/education events in provinces**

These guidelines are provided to help Provincial Health Departments (PHD) and Provincial AIDS Offices (PAO) organize, produce and implement entertainment/education events in order to increase and sustain awareness on HIV/AIDS transmission and prevention, and contribute to behavior change among a variety of target audiences at the provincial level.

Entertainment/education events should be implemented as part of government organized activities celebrating festivals such as Khmer New Year, Pchum Bun, Water Festival, World AIDS Day, etc.

### **1. Partnerships**

The Provincial Health Department (PHD) and Provincial AIDS Office (PAO) who make up the HIV/AIDS Management Team (HAMT) should initiate and coordinate for quality entertainment/education events. They should work closely with provincial government departments, non-government organizations (NGOs), Support Groups for people living with HIV/AIDS (PLHA), and private sector groups/individuals to coordinate activity selection, event design and implementation.

### **2. Planning Events, Themes and Activities**

The lists below are the main themes, activities and events that PAOs should consider. PAOs should use this format to plan events for the year.

<i>Tick to indicate which themes will be addressed for which events</i>	<b>Khmer New Year</b>	<b>Pchum Bun</b>	<b>Water Festival</b>	<b>World AIDS Day</b>	<b>Other</b>
<b>Themes</b>					
• Modes of transmission and methods of prevention of HIV-AIDS					
• The reasoning and benefits of reducing sexual partners					
• The use of condoms in commercial sex or with multiple partners					
• The need for good quality, appropriate STI consultation/examinations in order to maintain good sexual health					
• The reasoning and benefits of confidential counseling and testing, and where services are available					
• Equal rights and legal protection and access to health services for People Living with HIV/AIDS (PLWA).					
• Community care and support for poor PLWA.					
• Risks faced by mobile populations					

(workers).					
• The trafficking of women and girls and how it contributes to the spread of HIV/AIDS.					

	Khmer New Year	Pchum Bun	Water Festival	World AIDS Day	Other
<b>Activities</b>					
• Comedy and dramatic skits built around transmission and prevention of HIV/AIDS and STIs, promoting safe sexual behavior.					
• Popular music featuring provincial or national level artists.					
• Quiz games with audience members.					
• Questions/answer sessions with PLWA.					
• Statements by public figures (i.e., provincial governor, director of PHD, heads of NGOs, community leaders and influentials).					

### 3. Process

The table shows the detailed steps to follow. This process takes about 3-4 weeks; so preparations should be started well in advance of the event.

Step	HAMT	NCHADS	DURATION
1	Based on the approved quarterly work plan, submit a request to prepare the campaign: - letter HAMT to NCHADS - attached detailed schedule	Review, approve and provide additional guidance - reply letter to HAMT - attach recruitment package	1 day
2	Establish Evaluation Committee: - Nomination of committee - cc to NCHADS		1 day after step 1
3	Evaluation Committee : - review the recruitment package and prepare the invitation for proposal from firms, explain evaluation process - decide on shortlist of firms (minimum 3) to issue the invitation for proposal		1 day after step 2

	- prepare minutes of the committee meeting		
4	Request approval on the shortlist of firms: - letter to NCHADS - attach minutes from step 3	Review and approve - Reply Letter to HMT	1 day after step 3
5	Issue invitation letter for proposal to 3 approved short-listed firms: - 1 Letter to each firm - Appendixes 1-4 - Acknowledge receipt slip (signed, stamp, date)		1 day after step 4; leave 5 days for proposal preparation
6	Evaluation using Appendix 2-3: - Evaluation sheet by each of the Committee members - Summary table, signed and approved by HMT director - Evaluation Report, approved by HMT director		5-7days after step 6
7	Request approval on selection from NCHADS: - cover letter HMT to NCHADS requesting to approve the selection and request to sign contract - attach 3 proposals - Summary evaluation sheet - attached Evaluation Report	Review and approve - Letter to HMT	1 day after step 6
8	Award and sign contract between HMT and Winning firm: - Payment terms: 50% at signing and 50% after approval of Report of event by HMT and NCHADS - cc 1 copy of the contract to NCHADS		1 day after receive step 7 approval from NCHADS
9	Initial Payment 50%		Same time as step 8
10	Submission of Report of event to NCHADS for approval - report written by Firm and submitted to HMT ( cover letter to HMT + report) - cover letter from HMT to NCHADS: activity completed as planned, content OK, request for review and approval of final 50% payment	Review and approve - Letter to HMT	Not later than 7days after the organization of event

#### **4. Implementation of the Entertainment/Education Event**

One or two moderators are key individuals in ensuring the event is implemented in a smooth and orderly fashion. The selection of experienced and effective moderators by the contracted firm should be one of the evaluation criteria.

The role of the moderators will be to both introduce and link the various entertainment activities, as well as to encourage audience participation through quiz games, question answer sessions and other activities that may be designed. The moderators are crucial in making the event a fun and interactive learning experience for the audience.

The moderators will also be responsible for introducing and facilitating the PLWA question/answer sessions (if included). The moderators will need to be sensitive to the condition of PLWA, and understand their courage in agreeing to participate in the event. The moderators should help the PLWA to respond to questions, ensuring that the following topics are addressed:

- How and when did they know s/he they HIV positive?
- How did they react to this knowledge?
- What has the quality of their life been since becoming aware of their condition?
- How have they maintained their health?
- What support have they received from family, friends or others?
- What would they advocate the government and NGOs do in order to improve the life of PLWA?

#### **5. Pre-Event Publicity**

The PAO should encourage attendance at the entertainment/education event through pre-event publicity activities. The event should be promoted at least one week before the event takes place in order to ensure maximum exposure to the target groups and the community in general. Promotion should take place over the mass media (radio and TV), portable loudspeaker, and other appropriate means to reach people in both urban and rural communities. Posters announcing the entertainment/education event should be prepared and placed in targeted communities, indicating the venue, date and time of the event.

#### **6. IEC Materials**

IEC materials provided by NCHADS should be distributed during the entertainment/education event. Some materials such as t-shirts and caps can be used as prizes for the quiz games. Prizes may also include bicycles, radios, etc., depending on the resources allocated for the event. Other print materials such as leaflets should be handed out to those attending the event. Posters should be put on display at the entertainment/education event venue.

#### **7. Event Documentation and reporting**

The firm who conducts the event must submit a Report to the PAO. The PAO will forward this to NCHADS, with his own report certifying to the report's accuracy and the satisfactory performance of services, and requesting approval of the final 50% payment to the firm.

The PAO should also try to arrange for a media team from the Provincial Department of Information to prepare a video of the event. This should be submitted to NCHADS with

the Report of the event. If possible, the Provincial Department of Information should be asked to report on the event and provide a video report to local and national TVK.

**Attachments:**

1. Sample Terms of Reference for contracting for the development of an Entertainment/Education Event
2. Proposal Format for Provincial Level Entertainment/Education Event
3. Evaluation Criteria for selecting a Firm for a Provincial Level Entertainment/Education Event

**Attachment 1:** Sample Terms of Reference and Letter of Invitation of Proposals for contracting for the development of an Entertainment/Education Event

**TERMS OF REFERENCE  
AND LETTER OF INVITATION OF PROPSALS**

**for contracting for the development of an Entertainment/Education Event**

**on the occasion of..... at .....**

**in ..... Province**

To:.....

.....

.....

*1. Background*

The Behavior Change Communication (BCC) program is a major component of the Ministry of Health’s five–year Strategic Plan for HIV/AIDS and STI Prevention and Care for 2004–2007. The program targets both high–risk groups and the general public.

One important BCC activity is organizing and conducting “entertainment/education events” targeting the general public. These events are linked to festivals such as Khmer New Year, Pchum Bun, Water Festival, World AIDS Day, etc.

The Provincial HIV/AIDS programme in ..... Province wishes to contract with a private firm to conduct such an Entertainment/Education Event on the occasion of ..... at .....

An estimated budget of US\$..... is available for this contract from the Provincial Work Plan 200...

You are requested to submit a proposal.

*2. Objectives of the Activity*

Entertainment is a powerful communication tool which makes people laugh and think at the same time. It can motivate people and persuade them consider adopting healthy behaviors. In Cambodia there are a number of traditional and non-tradition events (such as Khmer New Year, Pchum Bun, Water Festival, World AIDS Day, etc), at which entertainment shows can be used in this way. The objective of an entertainment/education event is to mix HIV/AIDS prevention and care messages within song, comedy and drama, resulting in emotional contact with the audience, to generate increased awareness and understanding of the threats of HIV/AIDS, and achieving the desired behavioral change.

Entertainment/education events to be supported by NCHADS should follow one or more of the themes planned in section 2 of the Technical Guidelines; contribute to the following BCC program objectives:

- Raise the awareness, knowledge and understanding of HIV transmission and prevention methods among high risk target groups and the general population.
- Increase the consistent use of condoms by high risk target groups.
- Increase the level of abstinence among unmarried individuals.
- Increase the level of faithfulness between married couples.
- Reduce the number of multiple partner relationships.
- Increase understanding of the benefits of available STD, VCCT and treatment and care services.
- Encourage people to make use of these services.
- Ensure the rights and legal protection of PLHA, and reduce discrimination or stigmatization of them.

3. *Specific Functions and Responsibility of the contractor*

The contracted service provider is required to work closely with the PAO/PHD of ..... to carry out the following tasks:

- Design and develop a set of entertainment activities on the occasion of ..... at the location(s) designated in 4, below, designed to increase and sustain awareness on HIV/AIDS transmission and prevention, and contribute to behavior change among a variety of target audiences at the provincial level. Proposed activities will be submitted to the PAO for comments, revision and approval. The entertainment event should run for a minimum of two hours.
- Prepare a detailed performance schedule and submit to the PAO for comments, revision and approval.
- Provide the following staff and equipment (proposed number of musicians, singers, actors, etc., will be submitted to PAO for review and approval):
  - Professional moderators/MCs — two persons
  - Musicians
  - Pop singers
  - Comedians/Actors
  - Dancers
  - Stage installation and decoration
  - Power supply, lighting and audio/video equipment
- Produce a video/audio documentary of all on-stage activities.
- Produce a Report of the event. The Report should include a description of on-stage activities, an estimated of the number of audience by group (i.e., youth, adults, male, female, etc.), and an assessment on what particular elements the audiences preferred.
- Manage all payments/remunerations for moderators, musicians, singers, comedians, actors, dancers, stage crew and any other staff engaged by the contracted service provider to design and implement the entertainment/education event.

4. *Venue and Time/Date*

**The Event will be conducted in/at**  
.....(venue)  
**on..... (date) between..... hours and**  
**.....hours.**

5. *Submission of Proposals*

Interested firms should submit their proposals for the development of an entertainment/education event by close of office (17:00 hrs) on \_\_\_\_\_ 200\_.

Proposals should be addressed to:

Provincial Health Department, Attn - Provincial AIDS Office Manager  
Address:  
Province:  
Fax No.:  
Email:

Proposals should provide detailed description on:

- Outline design of entertainment event activities.
- Timeline/schedule — outlining time requirements for preparation and conduct of final entertainment activities.
- Personnel to be used — number of people to be assigned to each task, and background/experience of these people.
- Detailed budget — showing the costs for staff time, staging, equipment costs, etc.
- Statement of experience/materials sample — listing the background and experience of the firm in the design and development of entertainment events. A video sample of previous work should be submitted together with the technical proposal.

For a detailed description of the proposal format to be followed refer to *Attachment 1: Proposal Format for Provincial Level Entertainment/Education Event Service Providers*.

6. *Proposal Evaluation*

An Evaluation Committee appointed by the PHD with the support of NCHADS will carry out the evaluation of all submitted proposals. Each proposal will be given a score based on the evaluation criteria established by the Evaluation Committee, and attached at **Annex 3**. The Evaluation Committee will submit its Report, and selection of the Firm to NCHADS for approval, within one week of the deadline for receiving proposals (see 4., above). Contracting with the selected firm will take place within one week following approval from NCHADS.

## Attachment 2: Proposal Format for Provincial Level Entertainment/Education Event

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Proposals should be submitted in the following format:

1. **Background** — A brief statement (one paragraph) outlining the HIV/AIDS situation in the province in order to demonstrate the level of knowledge/understanding by the firm of scope of the problem.
2. **Target Groups** — A brief statement (one to two paragraphs) outlining the main target groups to be reached by the proposed Entertainment/Education Event and their characteristics of risk.
3. **Objectives** — A brief statement (a paragraph or bullet list) outlining the objectives of the proposed Entertainment/Education Event.
4. **Outputs** — A **detailed description** including:
  - A list of the activities to be designed (i.e., comedy and dramatic skits, interactive games, songs, etc.).
  - An illustrative performance schedule.
  - A list of all talent to be engaged (moderators, singers, actors, dancers, musicians, etc.)
  - The main messages to be presented
  - Any other activities.
5. **Detailed Budget** — A **detailed listing** showing the costs for all staff time, prop development, equipment costs, etc.
6. **Statement of Experience** — A brief **description** (one to two paragraphs) of the firm including a list their background and previous experience in the design and development of entertainment events. A video sample of work should be submitted with the proposal

**Attachment 3:** Evaluation Criteria for selecting a Firm for a Provincial Level Entertainment/Education Event

**Entertainment/Education Event Firms**

	<b>Firm 1</b>	<b>Firm 2</b>	<b>Firm 3</b>
	<b>Score</b>	<b>Score</b>	<b>Score</b>
<b>Evaluation Criteria</b>			
<b>1. Qualification of Firm/Agency</b>			
a. <i>Understanding of the problem</i> — Does the service provider clearly understand the HIV/AIDS situation in the respective province?			
b. <i>Understanding of the target groups</i> — Does the service provider clearly understand the different target groups and their characteristics of risk?			
c. <i>Understanding of the objectives</i> — Does the service provider clearly understand the objectives of the proposed entertainment/education event?			
d. <i>Experience in similar activities</i> — Has the service provider previously undertaken assignments/activities similar to those to be carried out?			
e. <i>Experience in similar geographical areas</i> — Has the service provider operated in the province, or similar areas in Cambodia?			
<b>2. Methodology and Budget</b>			
a. <i>Quality of Programme</i> — Do the outputs, programme, and activities match the requirements of the terms of reference?			
b. <i>Collaboration with PHD/PAO</i> — Is there evidence that active collaboration between the firm and the PAO will take place?			
c. <i>Proposal presentation</i> — Are all items listed in the Terms of Reference/Request for Proposal adequately responded to? Is the proposal clear and easy to understand?			
d. <i>Budget</i> — Are budgets clear and realistic? Is detail adequate?			
<b>3. Personnel</b>			
a. <i>Competence/experience</i> — Are the proposed singers, actors, etc., experiences and competencies related to			

	Firm 1	Firm 2	Firm 3
	Score	Score	Score
tasks required for the entertainment/education event?			
b. <i>Capacity</i> — Are proposed administrative/organizational staff permanent employees of the service provider, associates, or contracted by the service provider for the purpose of the entertainment event?			
<b>Total Score</b>			
<b>Ranking</b>			

<b>Notes:</b>

**Score:** all areas have equal weighting

Excellent = 4

Good = 3

Average = 2

Below average = 1

Inadequate = 0

**Signed:**.....

Position:.....

**Date:** .....

**ANNEX 7: Performance Based Salary Incentives (PBSI)**

**7.1 The PBSI Scheme:**

For details of the PBSI scheme and how it functions in NCHADS, refer to the "Procedures for the Assessment and payment of Performance Based Salary Incentives (PBSI) for the NCHADS Programme with DFID Support" approved by the DFID Steering Committee on 29 December 2003, and as amended and approved from time to time.

**7.2 Individual Performance Evaluation Form**

**NCHADS PERFORMANCE EVALUATION FORM FOR INDIVIDUALS  
UNDER THE PBSI SCHEME & FOR CONTRACT STAFF**

**1. GENERAL**

Name: \_\_\_\_\_ Position/Unit:  
\_\_\_\_\_

Period: \_\_\_\_\_

**II. RATE THE STAFF MEMBER FOR THE FOLLOWING ATTRIBUTES (1 = Excellent, 2 = Very Good, 3 = Fair, 4 = Poor, and 5 = Unsatisfactory)**

1. Technical competence? \_\_\_\_\_
2. Contribution to Unit's work? \_\_\_\_\_
3. Motivation? \_\_\_\_\_
4. Initiative? \_\_\_\_\_
5. Cooperation with colleagues? \_\_\_\_\_
6. Attendance at work? \_\_\_\_\_

**III. GENERAL COMMENTS THAT SHOULD REMAIN IN THE STAFF MEMBER'S FILE:**

**IV. RECOMMENDATION:**

**(- FOR INDIVIDUAL ELEMENT OF PBSI for this Quarter) or  
(- FOR CONTRACT RENEWAL/UPGRADE)**

High \_\_\_\_\_ Satisfactory \_\_\_\_\_ Low \_\_\_\_\_ Inadequate  
\_\_\_\_\_

NAME AND SIGNATURE OF UNIT HEAD:

\_\_\_\_\_

Date: \_\_\_\_\_

REVIEWED AND APPROVED BY PERFORMANCE ASSESSMENT BOARD:

SIGNATURE OF DIRECTOR: \_\_\_\_\_

Dr. Mean Chhi Vun

Date: \_\_\_\_\_

**ANNEX 8: Format for Letter of Agreement with Funding Source**

**LETTER OF AGREEMENT**

between

the **National Centre for HIV/AIDS, Dermatology and STDs (NCHADS)**

and

.....

for collaboration on implementation of the NCHADS/MoH Strategic Plan for HIV/AIDS and STD Prevention and Care 2004-2007.

**Agreed:**

**1. Involved parties**

Further to .....(specify any official Memorandum of Understanding or other Project Document signed between the Royal Government of Cambodia and the other party for whom this LoA applies), this document will serve as a letter of agreement between the National Center for HIV/AIDS, Dermatology and STDs (NCHADS), on behalf of the Royal Government of Cambodia (RGC) and ..... as guiding implementation of activities under the proposed collaboration, supplementary to the NCHADS Procedures for Implementation of NCHADS Programme Activities” approved .....

**2. Purpose and Objectives**

**2.1. Main objective**

The main objective of the proposed collaboration is to contribute to achievement of the objectives of the NCHADS Strategic Plan for HIV/AIDS and STI Prevention and Care 2004-2007.

**2.2. Specific objectives:**

(Add specific objectives)

**3. Implementation Arrangements**

**3.1 Management and Oversight**

Management of the activities of the collaboration will be carried out by NCHADS [optional: in close partnership with ..... and] in accordance with the NCHADS Strategic Plan for HIV/AIDS and STD Prevention and Care 2004-2007 and

NCHADS “Procedures for Implementation of NCHADS Programme Activities” approved .....

Activities will be guided by an Annual Work Plan prepared by NCHADS, incorporated into the NCHADS Comprehensive Annual Operational Work Plan, and approved by .....

**[Optional:**

- a Steering Committee. The Steering Committee will comprise .....
- The Steering Committee will meet formally ..... a year to approve the Work Plan, and to review progress. ]

**3.2 Funding Channels**

Funds will be transferred by .....to the NCHADS bank account specific to this collaboration, in advance, on a periodic basis according to Work Plan requirements. Funds will be managed as specified in NCHADS “Procedures for Implementation of NCHADS Programme Activities” approved .....

**[Optional:**

- ..... signatures are required for Bank Accounts.
- ..... thresholds for approval of expenditure will be.....]

**3.3 Reporting**

NCHADS will report on activities carried out under the collaboration as laid out NCHADS “Procedures for Implementation of NCHADS Programme Activities” approved ..... [Optional: if there are additional reporting requirements, specify here].

**3.4 Implementation**

Activities will be implemented in NCHADS HQ and ..... provinces.

**3.5 Procurement of Goods and Services**

Procurement of good and services will follow the “Procedures for Implementation of NCHADS Programme Activities” approved ..... Performance-based Salary Incentives (PBSI) described in Annex 7 of the “Procedures for Implementation of NCHADS Programme Activities” approved ..... will apply.

**[Optional:** Alternative/exceptional procurement procedures mandatory to ..... for this collaboration are attached to this LoA at Annex 1].

**3.6 Audit**

The use of the ..... account and SOE will be audited annually by auditors acceptable to ....., and a specific audit opinion on the use of the .....account and SOE should be included in the audit reports. NCHADS will make available without restriction all relevant financial and operational information as well certified statements of account to persons so designated by ..... and provide satisfactory explanations to all queries arising in connection therewith.

**4. Duration of the Letter of Agreement**

This Letter of Agreement shall remain in effect for .....months after the  
.....2005.

**[Optional:** This Agreement is presented unaltered, in two originals, Khmer and English,  
both texts being equally authentic and of equal value.]

\_\_\_\_\_ / /  
Dr Mean Chhi Vun  
For the National Center for HIV/AIDS, Dermatology and STDs

\_\_\_\_\_ / /  
For the .....

**Approved:**

\_\_\_\_\_ / /  
For the Ministry of Health, Cambodia

**ANNEX 9:**

**1. Format for Letter of Agreement between NCHADS and Implementing Partners at national level**

**Letter of Agreement between..... and the National Centre for HIV/AIDS, Dermatology and STD (NCHADS)**

For the HIV/AIDS and STD Prevention and Care Programme

Year .....

**1. INTRODUCTION**

The National Centre for HIV/AIDS, Dermatology and STI (NCHADS) of the Ministry of Health, Royal Government of Cambodia and ..... agree that close collaboration and coordination between government and other partners will strengthen health promotion and health service delivery, in particular for HIV/AIDS and STI prevention and care.

..... is a ....., officially a recognized by the Ministry of Interior/Ministry of Health in .....

..... has received funding from ..... to implement prevention, care and support programs within the framework of the Strategic Plans for HIV/AIDS and STI Prevention & Care 2004-2007 of the MoH. ....works in.....

During the year 200X ..... will collaborate with NCHADS/MoH/PHDs to strengthen HIV/AIDS and STD Prevention and Care services in ..... In these locations ..... will provide .....

.....will ensure that all activities and budget supported by ..... are included in the Provincial and NCHADS Annual and Quarterly Comprehensive Work Plans and Reports.

Objectives, activities and locations included in this joint collaboration for 200X are listed below.

**2. OBJECTIVES**

- 1.
- 2.
- 3.

**3. LOCATIONS AND ACTIVITIES**

- 1.
- 2.
- 3.....

**4. SOURCES OF FUNDING**

In support of the collaboration between ..... and the NCHADS/MoH/PHD to strengthen HIV/AIDS and STI prevention and care services, ..... has received the following funds from .....to implement HIV/AIDS and STI prevention and care activities:

- 1. \$
- 2. \$

**5. GENERAL PROVISIONS**

.....will plan their programme for 200X, and present this to NCHADS in draft format for inclusion in the NCHADS Annual Comprehensive Work Plan. Changes will be made in consultation with NCHADS.

At the end of each quarter, .....will provide NCHADS with a report of activities implemented, expenditures incurred, and lessons learnt.

General procedures, coordination, planning and management of the above activities will be carried out jointly between NCHADS/MoH/PHD, within the framework of NCHADS/MoH ‘Strategic Plan for HIV/AIDS Prevention and Care 2004-2007’ and as far as [possible following NCHADS “Procedures for Implementation of NCHADS Programme Activities”, approved December 2005.

---

**Dr. Mean Chhi Vun**  
 .....  
 Director, NCHADS  
 Date.....

---

.....  
 Date.....

**2. Format for Letter of Agreement between HAMT/PHDs and Implementing Partners at provincial level**

**Letter of Agreement between..... and the HIV/AIDS Management Team of ..... Province**

For the HIV/AIDS and STD Prevention and Care Programme

Year .....

**1. INTRODUCTION**

The HIV/AIDS Management Team of ..... Province and ..... agree that close collaboration and coordination between government and other partners will strengthen implementation of HIV/AIDS and STI prevention and care in ..... province.

..... is a ....., officially a recognized by the Ministry of Interior/Ministry of Health, and has received funding from ..... to implement prevention, care and support programs within the framework of the Strategic Plans for HIV/AIDS and STI Prevention & Care 2004-2007 of the MoH in ..... province.

During the year 200X ..... will collaborate with the HAMT/PHD of ..... province to strengthen HIV/AIDS and STD Prevention and Care services in ..... (locations).

.....will ensure that all activities and budget supported by ..... are included in the Provincial Annual and Quarterly Comprehensive Work Plans and Reports.

Objectives, activities and locations included in this joint collaboration for 200X are listed below.

**2. OBJECTIVES**

- 1.
- 2.
- 3.

**3. LOCATIONS AND ACTIVITIES**

- 1.
- 2.
- 3.....

**4. SOURCES OF FUNDING**

In support of the collaboration between ..... and the HAMT/PHD to strengthen HIV/AIDS and STI prevention and care services, ..... has received the following funds from .....to implement HIV/AIDS and STI prevention and care activities:

- 1. \$
- 2. \$

**5. GENERAL PROVISIONS**

.....will plan their programme for 200X, and present this to the HAMT of ..... province in draft format for inclusion in the Provincial Annual Comprehensive Work Plan. Changes will be made in consultation with the HAMT/PHD.

At the end of each quarter, .....will provide the HAMT/PHD with a report of activities implemented, expenditures incurred, and lessons learnt.

General procedures, coordination, planning and management of the above activities will be carried out jointly between .....and the HAMT/PHD, within the framework of NCHADS/MoH ‘Strategic Plan for HIV/AIDS Prevention and Care 2004-2007’ and as far as possible following NCHADS “Procedures for Implementation of NCHADS Programme Activities”, approved December 2005.

\_\_\_\_\_  
**Dr.**  
Provincial Health Director  
Province  
Date.....

\_\_\_\_\_  
.....  
Date.....

**3. Format for Letter of Agreement between ODs and Implementing Partners at OD level**

**Letter of Agreement between..... and the OD  
HIV/AIDS Management Team of ..... OD in  
.....Province**

For the HIV/AIDS and STD Prevention and Care Programme

Year .....

**1. INTRODUCTION**

The OD HIV/AIDS Management Team of ..... OD in .....Province and ..... agree that close collaboration and coordination between government and other partners will strengthen implementation of HIV/AIDS and STI prevention and care in the OD.

..... is a ....., officially a recognized by the Ministry of Interior/Ministry of Health, and has received funding from ..... to implement prevention, care and support programs within the framework of the Strategic Plans for HIV/AIDS and STI Prevention & Care 2004-2007 of the MoH in ..... OD.

During the year 200X ..... will collaborate with the OD Management Team of ..... OD to strengthen HIV/AIDS and STD Prevention and Care services in ..... (locations).

.....will ensure that all activities and budget supported by ..... are included in the OD and Provincial Annual and Quarterly Comprehensive Work Plans and Reports.

Objectives, activities and locations included in this joint collaboration for 200X are listed below.

**2. OBJECTIVES**

- 1.
- 2.
- 3.

**3. LOCATIONS AND ACTIVITIES**

