



SELECTION OF CONSULTANTS

Request for Proposals Consulting Services

Procurement of:

CONSULTING SERVICES TO SUPPORT THE NATIONAL TREASURY -IFMIS DEPARTMENT ENHANCE THE IFMIS SYSTEM TO SUPPORT THE DEVELOPMENT, IMPLEMENTATION AND ROLLOUT OF NATIONAL LEVEL ACTIVITIES ON COUNTY EXCHEQUER SOLUTION, CGAAA FRAMEWORK, PENDING BILLS TEMPLATE AND INTEGRATIONS TO COUNTY EDMS SOLUTIONS, HRIS-KE, KRA AND CBK

RFP No: KE-SDD-487908-CS-QCBS

Consulting Services for: Consulting Services to Support the National Treasury -IFMIS Department Enhance the IFMIS System to Support the Development, Implementation and Rollout of National Level Activities on County Exchequer Solution, CGAAA Framework, Pending Bills Template and Integrations to County EDMS Solutions, HRIS-KE, KRA and CBK

Client: State Department for Devolution

Country: Kenya

Issued on: 2nd February 2026

TABLE OF CONTENTS

PART I.....	5
Section 1. Request for Proposal Letter	5
Section 2. Instructions to Consultants and Data Sheet	9
A. General Provisions	9
1. Definitions.....	9
2. Introduction.....	11
3. Conflict of Interest	12
4. Unfair Competitive Advantage	13
5. Fraud and Corruption.....	13
6. Eligibility	13
B. Preparation of Proposals.....	15
7. General Considerations	15
8. Cost of Preparation of Proposal	15
9. Language.....	15
10. Documents Comprising the Proposal.....	15
11. Only One Proposal.....	16
12. Proposal Validity	16
13. Clarification and Amendment of RFP	17
14. Preparation of Proposals Specific Considerations	18
15. Technical Proposal Format and Content.....	18
16. Financial Proposal.....	19
C. Submission, Opening and Evaluation	19
17. Submission, Sealing, and Marking of Proposals	19
18. Confidentiality	21
19. Opening of Technical Proposals	22
20. Proposals Evaluation.....	22
21. Evaluation of Technical Proposals.....	22
22. Financial Proposals for QBS.....	22
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	23
24. Correction of Errors	24
25. Taxes.....	25
26. Conversion to Single Currency.....	25
27. Combined Quality and Cost Evaluation	25
D. Negotiations and Award.....	26
28. Negotiations	26
29. Conclusion of Negotiations.....	27
30. Standstill Period.....	27
31. Notice of Intention to Award	27
32. Notification of Award	28
33. Debriefing by the Client.....	29
34. Award of Contract.....	29

Data Sheet	30
Section 3. Technical Proposal – Standard Forms	39
1. Checklist of Required Forms	39
2. Form TECH-1	40
3. Form TECH-2	42
4. Form TECH-3	44
5. Form TECH-4	45
6. Form TECH-4	46
7. Form TECH-5	47
8. Form TECH-6	48
CODE OF CONDUCT FOR EXPERTS	52
9. REQUIRED CONDUCT	52
10. RAISING CONCERNS	53
11. CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT	53
35. SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT (SH) PERFORMANCE DECLARATION	55
Section 4. Financial Proposal - Standard Forms	57
Section 5. Eligible Countries	67
Section 6. Fraud and Corruption	68
Section 7. Terms of Reference	71
TERMS OF REFERENCE	72
Introduction	72
Project Background	73
Objective of Terms of Reference	76
Project Scope	77
In scope	78
Implementation Approach	82
27. High-level System Requirements	83
28. Detailed systems Requirements	86
General System and Security Requirements	88
Functional Requirements	89
Expected Deliverables and Additional Bidder Requirements Deliverables and Payment Milestones	97
Additional Consultant Requirements	98
Evaluation Criteria	104
12. Lump-Sum Form of Contract	114
Preface	123
I. Form of Contract	125
II. General Conditions of Contract	129
A. GENERAL PROVISIONS	129
2. Relationship between the Parties	130
3. Law Governing Contract	131

4. Language.....	131
5. Headings	131
6. Communications	131
7. Location	131
8. Authority of Member in Charge	131
9. Authorized Representatives	131
10. Fraud and Corruption.....	131
B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.....	132
11. Effectiveness of Contract.....	132
12. Termination of Contract for Failure to Become Effective.....	132
13. Commencement of Services	132
14. Expiration of Contract.....	132
15. Entire Agreement.....	132
16. Modifications or Variations	132
17. Force Majeure	132
18. Suspension	134
19. Termination.....	134
C. OBLIGATIONS OF THE CONSULTANT	136
20. General.....	136
21. Conflict of Interest	137
22. Confidentiality	138
23. Liability of the Consultant	138
24. Insurance to be taken out by the Consultant	139
25. Accounting, Inspection and Auditing.....	139
26. Reporting Obligations.....	139
27. Proprietary Rights of the Client in Reports and Records.....	139
28. Equipment, Vehicles and Materials	140
D. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS	140
29. Description of Key Experts.....	140
30. Replacement of Key Experts	140
31. Removal of Experts or Sub-consultants.....	140
E. OBLIGATIONS OF THE CLIENT	141
32. Assistance and Exemptions.....	141
33. Access to Project Site.....	142
34. Change in the Applicable Law Related to Taxes and Duties	142
35. Services, Facilities and Property of the Client.....	142
36. Counterpart Personnel.....	142
37. Payment Obligation	142
F. PAYMENTS TO THE CONSULTANT	143
38. Contract Price.....	143
39. Taxes and Duties.....	143
40. Currency of Payment	143
41. Mode of Billing and Payment.....	143
42. Interest on Delayed Payments.....	144

G. FAIRNESS AND GOOD FAITH.....	144
43. Good Faith	144
H. SETTLEMENT OF DISPUTES	144
44. Amicable Settlement.....	144
45. Dispute Resolution.....	145
III. Special Conditions of Contract	149
IV. Appendices.....	159
Appendix A – Terms of Reference	159
Appendix B - Key Experts	159
Appendix C – Breakdown of Contract Price	159
Appendix D - Form of Advance Payments Guarantee	162

PART I

**Section 1. Request for Proposal Letter
Consulting Services**

Request for Proposal Letter Consulting Services

Name of Assignment:**RFP Reference No.:** KE-SDD-487908-CS-QCBS**Loan No./Credit No./ Grant No.:** IDA-7447-KE**Country:** Kenya**Date:** 2nd February 2026

Dear Mr./Ms.

1. The Government of Kenya (hereinafter called “Borrower”) has received financing from the International Development Association (IDA)/ (the “Bank”) in the form of a “credit” (hereinafter called “credit” toward the cost of the Second Kenya Devolution Support Program (KDSP II). The State Department for Devolution, an implementing agency of the Client, intends to apply a portion of the proceeds of this credit to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the State Department for Devolution and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the financing agreement. The financing agreement prohibits a withdrawal from the loan/credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the /Borrower/Client/Recipient/ shall derive any rights from the /loan/financing/grant/ agreement or have any claims to the proceeds of the /loan/credit/grant/.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): Consultancy Services to Develop Intergovernmental Relations (IGR) Resolutions Tracker. More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

Firm Name	Email/Phone Number	Addresses
1. Next Technologies Ltd (Lead Partner) and AH Consulting Limited (JV Partner)	info@next.co.ke 0725772288	P.O Box 10579-00100 Nairobi P.O Box 1322-00606 Nairobi

2. ADK Technologies Limited (Lead Partner) & Emplz Technologies Limited(JV Partner)	<u>Chephas.karanja@adktechnologies.com</u>	P.O Box 63436-00619 Nairobi P.O Box 63436-00619 Nairobi
3. Counterhouse Consultants Kenya Ltd	<u>info@counterhouseconsultants.com</u>	P.O Box 1322-00606 Nairobi
4. RPC Data Limited Limited (Lead Partner) & Sybyl Kenya Limited (Sub Contractor)	Anthonykyogo@sybyl.com	Unit 5 plot 39 Gabarone International Commerce Park, Botswana. P.O Box 12229-00100 Nairobi
5. Kobby Technologies Limited	<u>info@kobby.co.ke</u> 0772489620	P.O Box 5824-00200 Nairobi

It is not permissible to transfer this RFP to any other firm.

4. A firm will be selected under Quality and Cost Based Selection procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the Bank's "Procurement Regulations for IPF Borrowers" First Published July 2016 and Revised Fifth Edition, September 2023 ("Procurement Regulations"), which can be found at the following website: www.worldbank.org

The RFP includes the following documents:

- Section 1 – Request for Proposals Letter
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal (*[select: FTP or STP]*) - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 – Eligible Countries
 - Section 6 – Fraud and Corruption
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract (*[Lump-Sum]*)
5. Please inform us by 10th February 2026, in writing at
The Principal Secretary,
State Department for Devolution
P.O. Box 30004 - 00100 Nairobi.
Attention: Program Coordinator KDSPII

or by E-mail secondkdsp@gmail.com:

- (a) that you have received this Request for Proposals; and

- (b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
6. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful Consultant's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the Request for Proposals.
 7. Details on the proposal's submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours sincerely,

Principal Secretary
State Department for Devolution
P.O. Box 30004 - 00100 Nairobi.
secondkdsp@gmail.com:

Section 2. Instructions to Consultants and Data Sheet

Instructions to Consultants

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Regulations” means Procurement Regulations for IPF Borrowers of date specified in the **Data Sheet**
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (e) “Borrower” means the Government, Government agency or other entity that signs the *[loan/financing/grant¹]* agreement with the Bank.
- (f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect

¹ [*“loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Funds administered by IBRD or IDA*]

specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.

- (j) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (l) “Government” means the government of the Client’s country.
- (m) “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (p) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

- (r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (t) “SPD - RFP” means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (u) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (v) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (w) “Terms of Reference (TORs)” (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.
- 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports

required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting Activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting Assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting Relationships

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly

involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

**4. Unfair
Competitive
Advantage**

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

**5. Fraud and
Corruption**

5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

6. Eligibility

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the Applicable Regulations.

6.3 As an exception to the foregoing ITC 6.1 and ITC 6.2 above:

- a. Sanctions**
- 6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the PDS**.
- b. Prohibitions**
- 6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- c. Restrictions for State-Owned Enterprises**
- 6.3.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.
- d. Restrictions for Public Employees**
- 6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:
- (i) the services of the government official or civil servant are of a unique and

exceptional nature, or their participation is critical to project implementation; and

- (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

**e. Borrower
Debarment**

- 6.3.5 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

B. Preparation of Proposals

**7. General
Considerations**

- 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

**8. Cost of
Preparation of
Proposal**

- 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

**10. Documents
Comprising the
Proposal**

- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or

any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.

a. Extension of Validity Period

12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to

**Validity
Extension**

substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.

**c. Sub-
Contracting**

12.9 The Consultant shall not subcontract the whole of the Services.

**13. Clarification and
Amendment of
RFP**

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the

Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial

information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

a. Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL"

information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**"

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked "**FINANCIAL PROPOSAL**" "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]".
- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.
- 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures.
- 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it shall do so only in writing.

- 19. Opening of Technical Proposals**
- 19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.
- 19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.
- 20. Proposals Evaluation**
- 20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”, if applicable.
- 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
- 21. Evaluation of Technical Proposals**
- 21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
- 22. Financial Proposals for QBS**
- 22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
- (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

- 23.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.
- 23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.
- 23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

24. Correction of Errors

- 24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

- 24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the

quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

- b. Lump-Sum Contracts**
- 24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.
- 25. Taxes**
- 25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.
- 26. Conversion to Single Currency**
- 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 27. Combined Quality and Cost Evaluation**
- a. Quality and Cost-Based Selection (QCBS)**
- 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.
- b. Fixed-Budget Selection (FBS)**
- 27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.
- 27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

- c. Least-Cost Selection** 27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.

D. Negotiations and Award

- 28. Negotiations** 28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
- 28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
- a. Availability of Key Experts** 28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.
- 28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
- b. Technical Negotiations** 28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial Negotiations

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Standstill Period

30.1 The Contract shall be awarded not earlier than the expiry of the Standstill Period. The duration of the Standstill Period is specified in the **Data Sheet**. Where only one Proposal is submitted, the Standstill Period shall not apply.

31. Notice of Intention to Award

31.1 When a Standstill Period applies, it shall commence when the Client has transmitted to each Consultant whose financial proposal was opened, the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
- (b) the contract price of the successful Proposal;
- (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
- (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
- (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
- (f) the final combined scores and the final ranking of the Consultants;
- (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- (h) the expiry date of the Standstill Period; and
- (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

32. Notification of Award

32.1 Prior to the expiration of the Proposal Validity Period and upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor; and
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.

32.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's

Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online

33. Debriefing by the Client

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITB 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period

33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultant shall bear their own costs of attending such a debriefing meeting

34. Award of Contract

34.1 The Contract shall be signed promptly upon Notification of Award.

34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

Section 2. Instructions to Consultants

Data Sheet

ITC Reference	A. General
1 (b)	The date of the Applicable Regulations is: World Bank’s “Procurement Regulations for IPF Borrowers” First Published July 2016 and Revised Fifth Edition September 2023 (“Procurement Regulations”)
2.1	Name of the Client: State Department for Devolution Method of selection: Quality and Cost Based Selection as per World Bank’s “Procurement Regulations for IPF Borrowers” First Published July 2016 and Revised Fifth Edition September 2023 (“Procurement Regulations”) available on www.worldbank.org
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: Consulting services to Support the National Treasury -IFMIS Department Enhance the IFMIS System to Support the Development, Implementation and Rollout of National Level Activities on County Exchequer Solution, CGAAA Framework, Pending Bills Template and Integrations to County EDMS Solutions, HRIS-KE, KRA and CBK
2.3	A pre-proposal conference will be held: No
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Not applicable
4.1	<i>Not Applicable</i>
6.3.1	A list of debarred firms and individuals is available at the Bank’s external website: www.worldbank.org/debarr
B. Preparation of Proposals	

9.1	<p>This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 (8) TECH-7 Code of Conduct: The Consultant shall submit its Code of Conduct that will apply to the Experts. The Consultant shall use for this purpose the Code of Conduct form in Section 3. No substantial modifications shall be made to this form, except that the Consultant may introduce additional requirements, including as necessary to take into account specific Contract issues/risks
10.2	<p>Statement of Undertaking is required</p> <p>Yes</p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>No</p>
12.1	<p>Proposals must remain valid for <i>120 days</i> after the proposal submission deadline.</p>
13.1	<p>Clarifications may be requested no later than 14 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p>

	E-mail: <u>secondkdsp@gmail.com</u>
14.1.1	Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): YES Or (b) other shortlisted Consultants: NO
14.1.2	Estimated input of Key Experts' time-input 95 person-months.
14.1.3 for time-based contracts only	Not Applicable
15.2	FTP (Full Technical Proposal) Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	Reimbursable Expenses [A sample list is provided below for guidance. (1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; (2) cost of travel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, including overheads and back-stop support; communications costs; (4) cost of purchase or rent or freight of any equipment required to be provided by the Consultants; (5) cost of reports production (including printing) and delivering to the Client; (6) other allowances where applicable and provisional or fixed sums (if any)]
16.2	A price adjustment provision applies to remuneration rates: No

16.3	Information on the Consultant's tax obligations in the Client's country can be found on Kenya Revenue Authority website i.e. www.kra.go.ke
16.4	<p>The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>The Financial Proposal should state local costs in the Client's country currency (local currency): Yes</p>
C. Submission, Opening and Evaluation	
17.1	The Consultants "shall not" have the option of submitting their Proposals electronically.
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and three (3) copies and 1 (one) soft copy in pdf format (searchable pdf) in a USB drive;</p> <p>(b) Financial Proposal: one (1) original.</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: 24th March 2026</p> <p>Time: 1100 Hours East Africa Time (EAT)</p> <p>The Proposal submission address is:</p> <p>5th Floor Teleposta Towers - Kenyatta Avenue Nairobi, Kenya (Room18).</p>
19.1	<p>An online option of the opening of the Technical Proposals is offered:</p> <p>NO</p> <p>The opening shall take place at:</p> <p>State Department for Devolution P.O. Box 30004 - 00100 Nairobi. Teleposta Towers - Kenyatta Avenue Nairobi, Kenya 5th Floor, Room 18</p>

	<p>Date: 24th March 2026</p> <p>Time: [1100am East African Time]</p> <p><i>[The time should be immediately after the time for the submission deadline stated in 17.7]</i></p>
<p>19.2</p>	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals</p> <ol style="list-style-type: none"> 1.Name of Consultant 2. Country of origin 3. Number of documents submitted (original and copies) 4.Whether in joint venture and with who 5.whether consultants submitted Technical and financial proposal in required format(separately)as required
<p>21.1 (for FTP)</p>	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment: <i>[10]</i></p> <ul style="list-style-type: none"> • The firm shall be registered/incorporated as a consulting firm with core business in the field of System Development and implementation Oracle applications systems a period of a minimum of six years. (1) • The firm shall demonstrate as having successfully executed and completed at least three projects of similar nature, complexity and in a similar operating environment- public sector in the last five years. Details of similar Assignments-Name and address of the client, scope, value, and period should be provided,_and the submitted Proposal should include an enumeration (Contract or LPO) of these similar past assignments. (1) • Demonstrate experience with business process modeling techniques and have hands-on experience with process improvement projects. (1) • Demonstrate experience in public financial management systems (Proficiency in public sector planning, budgeting, accounting, and procurement processes, including business process re-engineering within the public sector) (1)

- Experience in development and implementation of public financial management frameworks (Understanding and mapping of business processes aligned with legal frameworks, facilitating effective digitization of Public Financial Management (PFM) processes to enhance data quality) (1)
- Demonstrate thorough knowledge of IPSA cash and accrual accounting legal and regulatory frameworks (1)
- Experience in implementation and monitoring of public sector accounting systems. (1)
- Expertise in Oracle technology relevant to IFMIS implementations. (1)
- In-depth knowledge of the IFMIS Plan-to-Budget, Procure-to-Pay, Acquire-to-Retire, Revenue-to-Cash, and Record-to-Report cycles within the public sector. (1)
- Demonstrate experience in capacity building, skill transfer, and stakeholder engagement. (1)

Details of similar assignments, with name and address of the client, scope, value, and period should be provided and submitted (**PROOF OF CONTRACTS AND LPOS MUST BE ATTACHED.**)

Total Points for criterion (i) 10

iii) **Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): 30**

- | | |
|---------------------------------------|----|
| a) Technical approach and methodology | 15 |
| b) Work plan | 10 |
| c) Organization and staffing | 5 |

Total points for criterion (ii) 30

[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]

(iii) Key Experts' qualifications and competence for the Assignment:

{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}

- | | |
|---|------|
| a) Position K-1: [Team Leader] | [10] |
| b) Position K-2: [Oracle Application core/Apex developer 1] [5] | |
| b) Position K-3: [Oracle Application core/Apex developer 2] [5] | |

	<p>Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p> <p>Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, https://www.devolution.go.ke.</p>
25.1	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: Kenya Shillings</p> <p>The official source of the selling (exchange) rate is: Central Bank of Kenya</p> <p>The date of the exchange rate is: Date of opening the financial proposal</p>
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>[or replace with another inversely proportional formula acceptable to the Bank]</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 0.8 [Insert weight], and</p> <p>P = 0.2[Insert weight]</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal;</p> <p>P = the weight given to the Financial Proposal; T + P = 1) as following: S =</p>

	St x T% + Sf x P%.
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations: 28th April 2026 Address: 6th Floor Teleposta Towers - Kenyatta Avenue Nairobi, Kenya</p>
30.1 Standstill Period	<p>The Standstill Period is 10 Business Days <i>[note: the minimum number of Business Days is ten (10)]</i> from the date the Client has transmitted to all Consultants that submitted Proposals, the Notification of its Intention to Award the Contract to the successful Consultant.</p> <p>Note: Where a Consultant has previously received notification of exclusion from the process at an interim stage of the selection process, the Consultant will not receive a Notification of Intention to Award the Contract.</p>
32.2	<p>The publication of the contract award information will be done as follows: The Public Procurement Information Portal https://tenders.go.ke, the State Department For Devolution Website https://www.devolution.go.ke and the World Bank Website https://www.worldbank.org/</p>
34.2	<p>Expected date for the commencement of the Services: Date: 15th May 2026 at: The National Treasury, Treasury Building – Harambee Avenue</p>

Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP ✓		FORM	DESCRIPTION	<i>Page Limit</i>
FTP	STP			
✓	✓	TECH-1	Technical Proposal Submission Form.	
✓ If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
✓ If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
✓		TECH-2	Consultant's Organization and Experience.	
✓		TECH-2A	A. Consultant's Organization	
✓		TECH-2B	B. Consultant's Experience	
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓		TECH-3A	A. On the Terms of Reference	
✓		TECH-3B	B. On the Counterpart Staff and Facilities	
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
✓	✓	TECH-7	Code of Conduct	
✓	✓	TECH-8	Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration	

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1**TECHNICAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals (RFP) dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”]*

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.

- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to Fraud and Corruption as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) *[Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following: In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.]*
- (g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company’s name or JV’s name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [.....] years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., US\$1 mill/US\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN
RESPONDING TO THE TERMS OF REFERENCE**

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization and Staffing}
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
 - b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
 - c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.**
{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
- b) **Work Plan and Staffing.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Comments (on the TOR and on counterpart staff and facilities)**
{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

FORM TECH-5 (FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5) delivery of final report to Client}													
D-2	{e.g., Deliverable #2:.....}													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.



FORM TECH-6 (FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS’ INPUTS

N°	Name	Expert’s input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	D-...			Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]									
			[Field]	[0.5 m]	[2.5]	[0]									
K-2															
K-3															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
											Subtotal				
											Total				

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

 Full time input
 Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant’s Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert’s contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized Representative of the Consultant (the same who signs the Proposal)

Signature

Date

FORM TECH-7(FOR FTP AND STP)

CODE OF CONDUCT FOR EXPERTS FORM

Note to the Client:

The following minimum requirements shall not be modified. The Client may include additional requirements to reflect Contract-specific issues/risks.

Delete this Box prior to issuance of the RFP.

Note to the Consultant:

The minimum content of the Code of Conduct form as set out by the Client shall not be substantially modified. However, the Consultant may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Consultant shall initial and submit the Code of Conduct form as part of its Proposal.

CODE OF CONDUCT FOR EXPERTS

We are the Consultant, [*enter name of Consultant*]. We have signed a contract with [*enter name of Client*] for [*enter description of the Services*]. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

Our workplace for carrying the Services is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements;

3. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
4. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client’s Personnel;
5. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
6. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
7. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
8. complete training/sensitization that may be provided related to the social aspects of the Contract, including on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
9. report violations of this Code of Conduct; and
10. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of person assigned by the Consultant to handle such matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Consultant’s hotline (*if any*) and leave a message.

The person’s identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of the contact person(s) assigned by the Consultant*] requesting an explanation.

Name of Expert: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Consultant:

Signature: _____

Date: (day month year): _____

FORM TECH-8 (FOR FTP AND STP)

35. SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT (SH) PERFORMANCE DECLARATION

[The following table shall be filled in for the Consultant, each member of a Joint Venture and each subconsultant proposed by the Consultant]

Consultant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subconsultant's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>

Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
- FIN-4 Re-imbursable expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with ITC 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant,
in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}			
	<i>{Insert Foreign Currency # 1}</i>	<i>{Insert Foreign Currency # 2, if used}</i>	<i>{Insert Foreign Currency # 3, if used}</i>	<i>{Insert Local Currency, if used and/or required (16.4 Data Sheet)}</i>
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax: e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
<u>Total Estimate for Indirect Local Tax:</u>				

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
Key Experts								
K-1			[Home]					
			[Field]					
K-2								
Non-Key Experts								
N-1			[Home]					
N-2			[Field]					
Total Costs								

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
 - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
 - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - \text{ph} - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

**Consultant’s Representations Regarding Costs and Charges
(Model Form I)**

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Client’s Country									

{* If more than one currency is used, use additional table(s), one for each currency}

1. Expressed as percentage of 1
2. Expressed as percentage of 4

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

B. Reimbursable Expenses								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
—	{e.g., Per diem allowances**}	{Day}		_____				
—	{e.g., International flights}	{Ticket}		_____				
—	{e.g., In/out airport transportation}	{Trip}		_____				
	{e.g., Communication costs between Insert place and Insert place}			_____				
	{ e.g., reproduction of reports}			_____				
	{e.g., Office rent}			_____				
			_____				
	{Training of the Client’s personnel – if required in TOR}			_____				
Total Costs								

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

Section 5. Eligible Countries

In reference to ITC 6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): _____ [list country/countries following approval by the Bank to apply the restriction *or* state “none”]

Under the ITC 6.3.2 (b): _____ [list country/countries *or* indicate “none”]

Section 6. Fraud and Corruption

(This Section 6, Fraud and Corruption shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and

- (c) audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
 - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Section 7. Terms of Reference

Project Name: SECOND KENYA DEVOLUTION SUPPORT PROGRAM (KDSP II)
Credit No : IDA-7447-KE
Project ID No : P180935

TERMS OF REFERENCE

FOR

FIRM TO SUPPORT THE NATIONAL TREASURY -IFMIS DEPARTMENT ENHANCE THE IFMIS SYSTEM TO SUPPORT THE DEVELOPMENT, IMPLEMENTATION AND ROLLOUT OF NATIONAL LEVEL ACTIVITIES ON COUNTY EXCHEQUER SOLUTION, CGAAA FRAMEWORK, PENDING BILLS TEMPLATE AND INTEGRATIONS TO COUNTY EDMS SOLUTIONS, HRIS-KE, KRA AND CBK

REFERENCE NUMBER: KE-SDD-487908-CS-QCBS

**Client: State Department for Devolution P.O. Box 30004 - 00100 Nairobi. Attention: Program
Coordinator KDSPII
6th Floor, Teleposta Tower Kenyatta Avenue, Nairobi, Kenya
E-mail: secondkdsp@gmail.com**

TERMS OF REFERENCE

The National Treasury intends to procure the development implementation, training and support of County Exchequer requisition and release process within the Cash Management Module in IFMIS. This section provides the detailed Terms of Reference.

Introduction

The Government of Kenya has received an International Development Association (IDA) Credit in the amount of EUR140.7 million (US\$150 million equivalent) from the World Bank for implementing the Second Kenya Devolution Support Program (KDSP II) (Credit Number IDA-7447-KE) over a four-year period, starting December 7th, 2023. KDSP II is supporting a sub-set of reforms envisaged under the Government's Devolution Sector Plan.

The Program, whose development objective (DO) is to “strengthen county performance in the financing, management, coordination, and accountability for resources”, supports a series of key interventions (at the input and output levels) that contribute to intermediate outcomes and, in turn, contribute to outcomes. To achieve the DO, the Program is expected to significantly improve outcomes in the participating counties under three key result areas (KRAs) outlined below:

KRA 1: Sustainable Financing and Expenditure Management. This KRA supports efforts toward enhancing financing and expenditure management by counties. In this KRA, the national-level activities, supported through investment project financing (IPF) entail the development of frameworks and guidelines for county revenue mobilization, policy to support financing for service delivery units, and structures and tools to support counties' institutionalization of shared project management functions, that is, the county SPMU. The expected outcomes will include an improved revenue mobilization agenda (for example, increased revenue collection, enhanced accuracy of fiscal forecasting, and expansion of revenue base), timely communication on releases of conditional grants, automation of the county exchequer requests, and implementation of pending bills action plans. The relevant disbursement linked indicators (DLIs) under this KRA are on (i) the average number of days it takes for the National Treasury, Office of the Controller of Budget, and the Central Bank of Kenya to process a county exchequer requisition once submitted; (ii) participating counties that have increased their own source revenue by at least 5 percent annually, over and above the rate of inflation; and (iii) participating counties that have prepared and are implementing action plans to reduce their stock of pending bills and maintain it at minimal levels.

KRA 2: Intergovernmental Coordination, Institutional Performance, and Human Resource Management. This KRA supports national and county government initiatives toward strengthening intergovernmental coordination, institutional performance, and Human Resource Management (HRM). The national level activities financed through the IPF will support the development of policy and administrative procedures for the operationalization of intergovernmental, intercity, and inter-municipality forums. The IPF will also support the development of guidelines including on county HR and skills audits, model organization structures for customization by counties, and performance management. DLIs under this KRA will target counties implementing recommendations of HR, skills, and payroll audits; aligning county staffing with departmental functions in select sectors; and improving credibility of the payroll. The relevant DLIs under this KRA are on (i) participating counties that have integrated their HR records, authorized staff establishment and payroll, and uploaded cleaned payrolls in the human resource management information system; and (ii)

participating counties that are enhancing accountability for results through an integrated performance management framework.

KRA 3: Oversight, Participation and Accountability. This KRA supports improvements in oversight, participation, and accountability. The IPF component will support the development of guidelines on project stocktaking, community-led project management committees, and climate change risk screening and preparedness (including assessment of the climate resilience of existing infrastructure assets). It will also support the rollout of the county (public Investment Management (PIM) framework. The expected outcomes include the establishment of project management committees, county compliance with the PIM framework, and developing and operationalizing a county investment dashboard with a citizen feedback interface (which is used to improve public investments). Additionally, it is expected that county assemblies will establish a fiscal bureau to strengthen the role of the legislatures in budget scrutiny and oversight. The relevant DLI under this KRA is on Participating counties that have established public investment management dashboards with citizen feedback mechanisms.

Project Background

The Government of Kenya has over the last decade undertaken several PFM reforms aimed at enhancing accountability and transparency. These reforms have targeted the core PFM systems of budget formulation and execution, public procurement, revenue collection, internal and external audit, parliamentary oversight, Payroll and Pensions, Public debt and guarantees, Accounting and Reporting and the Macro-fiscal framework. One of the PFM reforms by the Government of Kenya is the Integrated Financial Management System (IFMIS). It is aimed at enhancing accountability and transparency. It has reformed the core PFM systems of budget formulation and execution, public procurement, exchequer disbursements and financial reporting. IFMIS is managed by the National Treasury and rolled out in the National Government, the 47 County Governments, some independent constitution commissions and state corporations.

The Government of Kenya through the IFMIS and the Exchequer department within the National Treasury has embarked on the process of automating the county exchequer requisition and release process. Currently, the exchequer Process has been fully automated at the National Government where MDAs perform the end-to-end exchequer requisition process in IFMIS system from cashflow Planning, Exchequer requisition, Exchequer consolidation, OCOB Funding request, issuance of the grant of credit by the controller of Budget, transmission of the Treasury order to CBK authorizing withdrawal from the Exchequer account or County Treasury Revenue Fund account to either fund the MDAs operational accounts or the County CRF respectively and finally, processing payments to specific beneficiaries through Central bank Internet Banking Portal.

As part of the KDSP II reform agenda, it is expected that the National Treasury- IFMIS department will extend usage of the exchequer automation process to all the county governments. This initiative will go a long way in resolving one of the key bottlenecks identified by the program on delayed disbursement to counties affecting service delivery. It is expected that with this automation, we will be able to reduce the average number of days it takes for the National Treasury, OCoB and CBK to process a county exchequer requisition once submitted to less than 15 days. This reform agenda is anchored under KRA 1 on Sustainable financing and expenditure management specifically DLI 1: **“Average no. of days taken by NT, OCoB and CBK to process county exchequer requisitions once submitted”**.

To support the reforms under KRA 1, At the national level, the Program will be supported by the World Bank through both an IPF and a PforR component. The IPF will support Technical Assistance (TA) and capacity

building, while the PforR will incentivize the timeliness of transfers from national to county governments through Disbursement-Linked Indicator (DLI) 1. Specific results under DLI 1 will include the automation of the below key IFMIS Components namely; county exchequer process, CGAAA framework, pending bills management within the integrated Financial Management Information System (IFMIS) and enhance integration between HRIS-KE, IFMIS CBK and KRA, and more timely communication between national and county governments on conditional grants to be received by counties.

To support the Reforms under KRA 2, KDSP II will support National and County Government initiatives toward strengthening intergovernmental coordination, institutional performance, and HRM. The IPF Component through DLI-5: ***“Participating counties that have integrated their HR records, authorized staff establishment and payroll, and uploaded cleaned payrolls in the HRMIS”*** will support Completion and rollout of Human Resource Management Information System (HRMIS) and performance contracting system to counties and the integration of payroll by products to the other PFM systems i.e. (IFMIS, KRA and CBK). It is expected that this initiative will bring the following benefits: -

- Automated Annual, Monthly Cash plans at the county level.
- Automated county revenue fund release process
- Automated Invoice twinning to grant of credit process
- Automation of the “sighting” of the grant of credit by CBK
- Establishment of an automated centralized repository for exchequer requisition documents to ensure easy access, version control, and security.
- Streamlining and accelerating exchequer requisition and approval processes through workflow automation.
- Promoting compliance and auditability by adhering to regulatory requirements with proper documentation and comprehensive audit trails.
- Improved transparency and efficiency in requisition and approval processes through integration with other Public Financial Management (PFM) systems.
- Seamless integrated document management processes with IFMIS and other PFM systems, enabling accurate, up-to-date information for informed decision-making.
- Automated reporting and dashboards
- Automated Pending Bills Action Plan template. It is expected that the IFMIS Department will introduce budget codes to ring-fence allocation to payment of pending bills, which will exclusively constitute the first charge in the next financial year.
- Enhance the integration HRIS-Ke payroll module to include staff register with IFMIS KRA/i-Tax and SHIF/SHA,

The National Treasury, through IFMIS, has initiated several Public Finance Management (PFM) reform initiatives. A key focus area is the re-engineering of Government of Kenya (GoK) business processes within IFMIS to enhance the efficiency of financial operations.

IFMIS serves as the central financial management system for the Government of Kenya and is built on three core Oracle applications:

- Planning and Budgeting: Designed to improve the accuracy and efficiency of government planning and budgeting processes.
- Procure to Pay: Facilitates a fully automated, end-to-end procurement and payment workflow.

- Oracle Financials: Supports automation of revenue management, cash management, and financial reporting.

The overarching goal of IFMIS is to automate critical PFM functions, including planning and budgeting, revenue collection, cash management, procurement and payment, accounting, and reporting.

Through the IFMIS re-engineering initiative, the National Treasury has successfully rolled out most of the system's modules across all National Government entities and County Governments in Kenya.

Cash Management is one of the key modules that is implemented as part of the re-engineering process, under the Oracle Financials application. The module aimed at improving efficiency of management of Government cash resources by ensuring that government has the liquidity to execute its payments in a timely manner and in ways that minimize costs, reduce risks and support other financial policies. The re-engineered Cash Management module has been implemented by automating the following key processes; Cash flow planning, Exchequer Release and Bank Reconciliation. The Government expected the following benefits from the implementation of the Cash Management module:

- Ability to make payments for government expenditures as and when they fall due. The Cash Management module aimed to provide visibility on the overall inflow and outflows thus enabling adequate planning.
- Reduction in borrowing costs, as the Cash Plans and Forecasts would ensure that GoK only borrows when needed.
- Maximize returns on idle cash through productively investing cash surpluses, earning GoK new revenue.
- Ability to regularly monitor government cash balances and enhanced implementation of public debt management plans and monetary policies.
- Improved bank reconciliation and quality of fiscal data by allowing for effective reconciliation between the government accounting systems and cash flow statements from the banking system.
- Enhanced transparency of government cash flows.

Following an analysis of the functionalities of the standard Oracle Cash Management module, the National Treasury established that the standard functionality does not adequately meet the automation requirements for the government cash management processes, specifically on Cash flow planning and Exchequer release. Consequently, The National Treasury through IFMIS department therefore seeks to hire a consulting firm through State Department for Devolution (SDD) to support the IFMIS department to automate implement key IFMIS Components namely.

1. incorporation of the CGAAA framework in IFMIS,
2. Automation of the County Revenue fund and release process.
3. Development and implementation of the Pending bill action plan templates in IFMIS
4. Support integration of HRIS system to IFMIS and other PFM systems

5. Redesign the IFMIS-CBK Integration, incorporate Invoice Twinning into the Grant of Credit process, and enhance technology by migrating from file exchanges to web services.
6. Integration of IFMIS to the County government's EDMS Solution.
7. Enhance existing integrations for HRIS-Ke to include Staff Register and Pensions management for tracking employee status and from hire to retire.
8. Enhance pending bills templates in line with approved pending bills action plan templates

Objective of Terms of Reference

This Terms of Reference outlines the framework for the development and implementation of the County Exchequer Requisition and Release Process within the IFMIS Cash Management Module. The objectives are to:

- Present the background and rationale for automating cash management processes in counties through IFMIS.
- Define the scope of the Cash Management Module implementation, including required system integrations.
- Specify the functional and technical requirements for the automation of cash flow planning and exchequer release.
- Outline the expected deliverables and minimum qualifications for the consultancy firm.
- Provide the anticipated implementation timeline and duration.
- Detail the incorporation of the County Government Additional Allocation Act (CGAAA) framework into IFMIS.
- Describe the automation of the County Revenue Fund requisition and release process.
- Include the development and deployment of templates for managing pending bills within IFMIS.
- Support the integration of the Human Resource Information System (HRIS-Ke) with IFMIS and other Public Financial Management (PFM) systems.
- Re-engineer the existing IFMIS–CBK integration, including the introduction of invoice twinning linked to the Grant of Credit process.
- Facilitate integration of IFMIS with County Government Electronic Document Management Systems (EDMS).

The consultant is expected to undertake the exercise for **fifteen months (15)** from the date of award of the contract.

Project Scope

The automation of the County Cash Management function is a strategic initiative by the National Treasury to enhance efficiency, transparency, and accountability in public financial operations. This function is closely integrated with other key Public Financial Management (PFM) processes, including Planning and Budgeting, Budget Execution, and Financial Reporting. This is summarized in the diagram below.

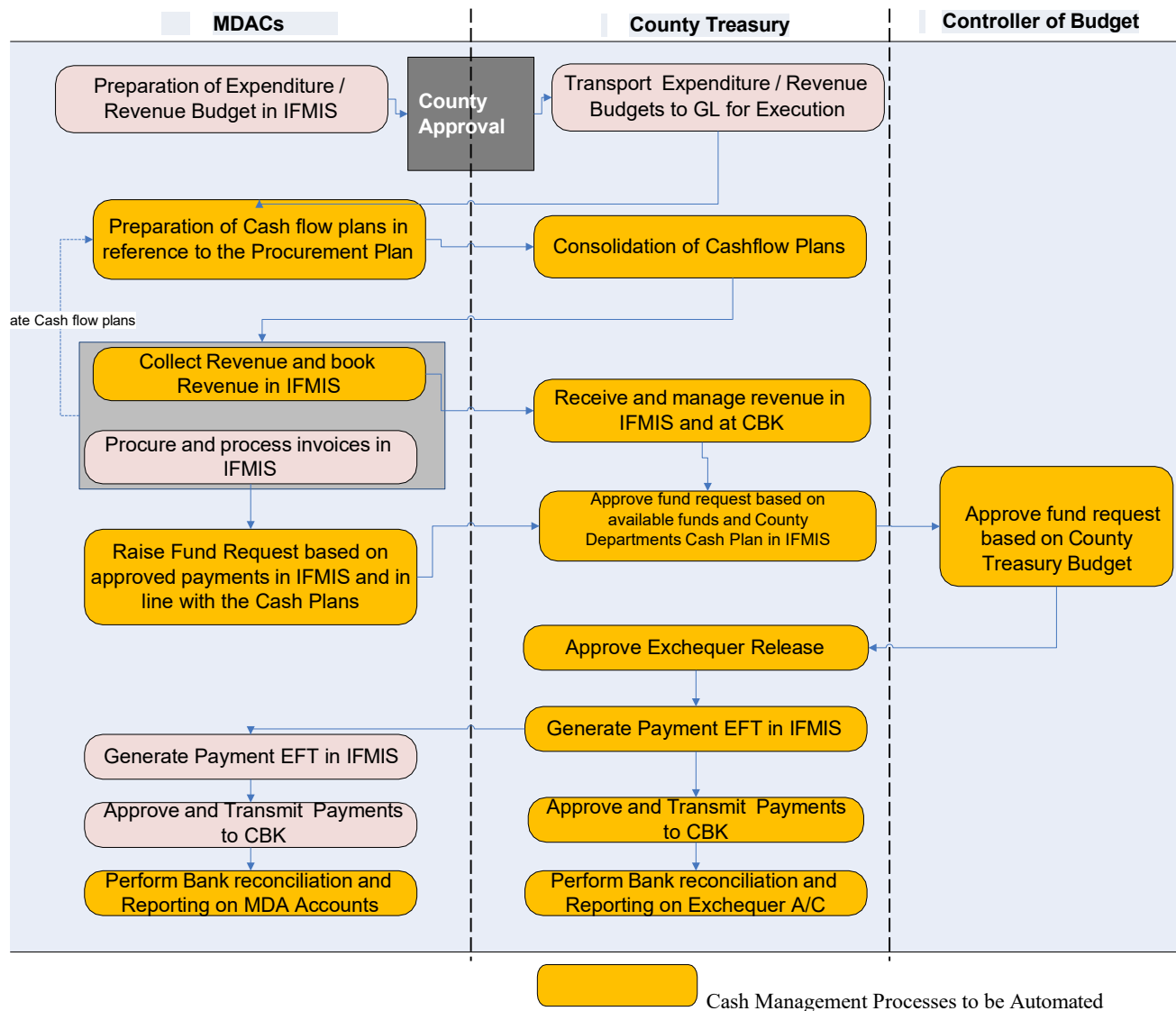


Figure 1: Overview of Business process flow for Cash Management

The Cash Management processes highlighted in the diagram above are currently manual; in addition, the consolidated cash plans are not linked to estimated revenues, leading to unsynchronized borrowing, repayments and expenditure plans. This at times results into one or more of the following scenarios:

- Unnecessary in-year borrowing, which means that the Government incurs unnecessary borrowing costs.

- Surplus/idle cash in unremunerated bank accounts which means that Government bears the opportunity cost for the idle cash.
- Unforeseen cash shortages, Government lacks a view of the upcoming liabilities thus delaying funding to budgetary items.

In scope

To achieve effective cash management, the Government of Kenya needs to develop accurate and timely estimates of cash inflows and outflows that are consistent with annual budget projections. The cash flow forecast should be used to identify gaps in cash resources and be used as inputs to borrowing plans of the Government. In addition, the Government needs to ensure that the cash requests (disbursement requested) by Counties are aligned to their cash flow plans and forecasts.

The implementation of the Cash Management module exchequer requisition process within the county governments is expected to help the National Treasury achieve effective and proactive cash management as envisioned above. In summary, the implementation of the Cash Management Module will entail the following:

1. Project Management

- a. The Consultant is expected to provide a detailed project charter and workplan to support the delivery of the Key IFMIS Components.
- b. Develop a detailed work plan, including milestones, interdependencies, and a step-by-step guide for reform adoption including strategy for migrating MDAs and counties

2. Requirement Analysis

- i. The Consultant will conduct workshops with key stakeholders to gather requirements.
- ii. Analyze current documented As-Is Business processes.
- iii. Identify configurations necessary to ensure the system can accommodate the proposed changes
- iv. Develop and document the To-Be business Processes.
- v. Define the scope and objectives of the development of each IFMIS components listed for implementation.
- vi. Document technical, functional and integration requirements for each component

3. System Design

- i. Develop a detailed functional, technical and Integration design architecture, including database design, user interface, workflows, and key integration points to the PFM systems.

4. System Development and Deployment

- Supply, delivery, development/ customization, installation, configuration and implementation of appropriate system(s) that meet the requirements of the County Exchequer process within National Treasury.
- Ensure a paperless, real time online and seamless solution by automating the following key Cash Management business processes:
 - Cash Flow Planning and Forecasting; This will entail the following:
 - Development and implementation of Cash flow planning and forecasting templates for the Counties, to capture and update cash inflows and outflows.
 - Development and implementation of Cash flow planning and forecasting

- templates for the County Treasury, to consolidate Counties cash plans and allow cash plan simulations using historical pattern and other fiscal parameters.
 - Linking of Cash flow plans to budget information and Actual expenditure to allow real time updating of the cash plans and to ensure that Counties expenditure is in line with the cash plans.
 - Linking of County Treasury Cash Plan and Forecasts with Debt/Borrowing plans.
- Exchequer Release (Request for funds by the Counties to the Exchequer/National Treasury); This will entail the following:
 - Development and implementation of Fund Request forms/templates to be used by Counties to request for funding from National Treasury, based on processed invoices.
 - Development and implementation of Fund request forms/templates to be used by the County Treasury to request fund Exchequer release from Controller of Budget.
 - Development and implementation of approval hierarchies within the Counties and at National Treasury for approval of fund requests.
 - Development and implementation of workflows and notifications for the fund request approval process.
- incorporation of the CGAAA framework in IFMIS

Article 202 (2) of the Constitution of Kenya provides that County Governments may be given additional allocations from the National government's share of revenue, either conditionally or unconditionally. Further, Article 190 of the Constitution provides that Parliament shall by legislation ensure that county governments have adequate support to enable them to perform their functions.

This is operationalized by the Public Finance Management Act (PFMA), 2012 Section 191 (1) which provides that each year when the Budget Policy Statement is introduced, the Cabinet Secretary/National Treasury and Economic Planning, shall submit to Parliament a Division of Revenue Bill (DORB), a County Allocation of Revenue Bill (CARB) and a County Governments Additional Allocations Bill (CGAAB) prepared by the National Treasury as provided in this Act for the financial year to which that Budget relates. The CGAAB, provides for the transfer of additional allocations from proceeds of loans and grants, from Development Partners and the National Government's share of revenue.

Further, Section 4 of the County Governments Additional Allocations Act (CGAAA), 2022 requires that additional allocations shall be funds agreed upon by the National Assembly and the Senate during the consideration of the Budget

Policy Statement and shall comprise of County Governments' additional allocations financed from either the National Government's Share of Revenue or proceeds of loans or grants from Development Partners. By dint of Section 5 of the CGAAA 2022, funds for additional allocations to County Governments shall be included in the budget estimates of the National Government and shall be submitted to Parliament for approval.

To address the above legal requirements, the Integrated Financial Management Information System (IFMIS) must be enhanced to support a comprehensive CGAAA framework. This includes:

- Developing a configurable module within IFMIS that automates the end-to-end lifecycle of CGAAA allocations, enabling tracking of both conditional and unconditional transfers from the National Government and Development Partners. The module should also align with the Division of Revenue Bill (DORB), County Allocation of Revenue Bill (CARB), and CGAAA Bill processes to ensure fiscal compliance and transparency.
 - Automated budgeting and funds flow management by incorporating a standardized disbursement calendar to minimize delays and improve predictability. It should allow linkage of CGAAA allocations to National Government budget estimates and support the submission of these allocations to Parliament for approval. This will help counties absorb and utilize funds more effectively within the financial year.
 - Develop a Reporting and analytics for real-time visibility into allocation status, disbursement progress, and reporting compliance, thereby enhancing transparency and accountability.
 - Integration with existing IFMIS modules is critical. The CGAAA module should link to Planning and Budgeting for fiscal alignment, Procurement and Accounts Payables for expenditure tracking, Cash Management for disbursement control, and Revenue Management for reconciliation with county own-source revenue. These integrations will ensure a seamless flow of financial data across the system.
- Automation of the County Revenue fund and release process
 - Development and implementation of the Pending bill action plan templates in IFMIS:

To strengthen the management, tracking, and resolution of pending bills within the County Exchequer Process, the following system enhancements and functional requirements are proposed for integration into IFMIS:

- To improve efficiency, the current Excel-based pending bills templates should be digitized within IFMIS. This includes structured data

collection, validation rules, approval workflows, and audit trails. Real-time tracking of pending bills status—such as verified, disputed, or settled—should be enabled to support timely decision-making.

- The system must support detailed ageing analysis and categorization of pending bills. This includes development-related obligations, recurrent bills for goods and services, salary arrears and statutory deductions, and staff claims. Such classification will enable better visibility and prioritization of liabilities.
- To ensure credibility and traceability, IFMIS should incorporate automated validation of Local Service Orders (LSOs), Local Purchase Orders (LPOs), and vendor reference numbers against the pre-registered vendor database. Additionally, the pending bills template must be enhanced to include fields such as supplier site, LPO line number, item code, quantity, and unit price. These fields will allow linkage of each pending bill to its original obligation in IFMIS.
- For staff-related liabilities, the system should capture and validate personal file numbers and Unique Personal Numbers (UPNs) against the HRIS-Ke system. This integration will support accurate tracking of employee claims, facilitate payroll reconciliation, and enable end-to-end management of staff liabilities from hire to retirement.
- The design should ensure unsettled transactions remain in the system across financial years until resolution. This will ensure that financial statements accurately reflect outstanding liabilities and improve auditability and make it easier to transition them to accrual accounting opening balances.
- A standardized verification checklist should be developed to guide county pending bills verification committees. This will help address legal challenges, promote transparency, and ensure consistency in the verification process.

5. Integration:

The proposed solution must support seamless integration of the County Exchequer business processes with relevant modules within IFMIS, including the Planning and Budgeting module for budget data, the Procurement module for procurement plans, and the Accounts Payables module for payment control. This integration will ensure end-to-end automation and traceability of financial transactions. Other Integration points include:

- 2 Cash Management module should be interoperable with external systems such as County Revenue Management platforms and the Central Bank of Kenya (CBK), while also accommodating the Treasury Single Account (TSA) architecture to support centralized cash management and liquidity control.
- 3 The system must also support integration with Controller of Budget (COB) County Government Electronic Document Management Systems (EDMS) to enable secure, version-controlled access to supporting documentation for exchequer requisitions and

- related transactions.
- 4 Re-engineering of the existing IFMIS–CBK integration, to enhance invoice twinning to the Grant of Credit process. This will ensure that only funded invoices are eligible for payment, thereby improving financial discipline and reducing pending bills.
 - 5 Support integration with the Human Resource Information System (HRIS-Ke) and other Public Financial Management (PFM) systems. This will enable synchronization of employee records, delegation of authority, and liability tracking across the hire-to-retire lifecycle.

6. Rollout and Support:

The Cash Management solution will be deployed across both National and County Government entities. While the core functionalities such as Cash Flow Planning and Exchequer Request forms will remain consistent across both levels, minor adjustments will be made to accommodate specific business process variations.

To ensure a smooth transition and effective adoption, the implementation will include:

- Nine Months of development and deployment of the IFMIS components
- **Six (6) months** of warranty and post-Go live support, during which hands-on assistance will be provided to users to stabilize operations and address any emerging issues.

The National Treasury is currently finalizing the mapping of the future business processes for Cash Management and it is expected that the processes will be validated together with the selected bidder before embarking on the implementation of the Cash Management Solution.

Implementation Approach

The automation of cash flow planning, forecasting, and exchequer release processes will be executed in a streamlined and integrated manner, aligned with the detailed requirements outlined in this Terms of Reference.

Interested bidders are expected to submit proposals that address all interrelated components of the Cash Management solution. The National Treasury encourages bidders to assess the capabilities of existing Oracle applications and recommend the most efficient and effective implementation strategy, tailored to meet the needs of both National and County Governments.

27. High-level System Requirements

The proposed solution must meet the following General System, Security, and Functional Requirements to support the automation of the County Exchequer Requisition and Release Process within IFMIS.

A. General System and Security Requirements

The system must:

- Support a modular architecture to enable scalability, flexibility, and phased enhancements.
- Align with IFMIS security configurations and policies, including secure authentication and authorization protocols.
- Maintain comprehensive audit trails for all financial transactions and data modifications
- Provide granular access control based on user roles and responsibilities.
- Enable structured workflows and customizable data capture forms.
- Allow users to save and resume work in progress.
- Support integration with external systems such as CBK, HRIS-Ke, COB EDMS, and County Revenue platforms.
- Accommodate Treasury Single Account (TSA) architecture for centralized cash and liquidity management.
- Ensure version-controlled access to supporting documentation for exchequer requisitions.
- Include automated validation mechanisms to prevent errors and enhance financial discipline.
- Enable invoice twinning with the Grant of Credit process to ensure only funded invoices are eligible for payment.

B. Functional Requirements

a. Cash Flow Planning and Forecasting

The system must:

- Support development of cash flow templates for Counties and County Treasury.
- Enable consolidation of county cash plans and simulation using historical and fiscal data.
- Link cash flow plans to budget and actual expenditure for real-time updates.
- Integrate cash plans with debt and borrowing frameworks.
- Enforce controls to align expenditure with approved budgets.
- Support real-time updates and seasonal/monthly cash flow pattern monitoring.
- Generate statutory reports including:
 - Statement of Cash Flow
 - Budget Absorption Rate
 - Forecast vs Actual Variance Reports

b. Exchequer Release Process

The system must:

- Support creation of standardized Fund Request Forms for:
 - County to National Treasury
 - National Treasury to Controller of Budget
- Auto-populate forms with approved invoices from IFMIS Accounts Payables
- Implement approval hierarchies and workflows within Counties and National Treasury.

- Enable notifications and tracking of fund request approvals.
 - Prevent EFT generation for unapproved invoices.
 - Display monthly cash limits, request history, and balances.
 - Provide dashboards for disbursement tracking and bank reconciliation.
- c. CGAAA Framework Automation
- The system must:
- Automate the lifecycle of CGAAA allocations, including conditional and unconditional transfers.
 - Link CGAAA allocations to National Government budget estimates.
 - Support submission of allocations to Parliament for online approval.
 - Incorporate a standardized disbursement calendar to improve predictability.
 - Provide real-time visibility into allocation status, disbursement progress, and reporting compliance.
 - Integrate with Planning & Budgeting, Procurement, Accounts Payables, Cash Management, and Revenue Management modules.
- d. Pending Bills Management
- The system must:
- Digitize Excel-based templates with structured data entry and validation rules.
 - Enable real-time tracking of pending bills status (verified, disputed, settled).
 - Support detailed ageing analysis and categorization of liabilities.
 - Validate LSOs, LPOs, and vendor references against the vendor database.
 - Capture and validate staff claims using HRIS-Ke integration.
 - Ensure unsettled transactions persist across financial years until resolution.
 - Include fields such as supplier site, LPO line number, item code, quantity, and unit price.
 - Incorporate a standardized verification checklist for county pending bills committees.

Sample Cash Plan Templates

MDA Annual Expenditure Cash Plan													
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Recurrent													
Salaries													
Operations and Maintenance													
Transfers													
Sub Total													

Receiver of Revenue Annual Cash Plan													
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Development													
Ordinary Revenue													
Gok													
Donor Funded													
Non Tax Revenue													
Sub Total													
Loans													
Grants													
Total													



CONSOLIDATED ANNUAL CASH PLAN											
	Budget	Actual YTD	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
Tax Revenue											
Non Tax Revenue											
Loans											
Grants											
Total											
Recurrent Salaries											
Recurrent Operations and Maintenance											
Recurrent Transfers											
Development Gok											
Development Donor Funded											
CFS Debt- Principal											
CFS Debt - Interest											
CFS Pension											
CFS Other											
Subscriptions to Internationla Orgs											
Total											
Cashflow Surplus/Deficit											

Sample Exchequer Request Forms Summary Form

REQUEST FOR EXCHEQUER RELEASE						
MDA:	Ministry of Lands					
Request Ref:	XXXXXXXXXX					
Bank Account:	Lands Recurrent, CBK Account No. 99999999	Select All	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Release Category:	Operations and Maintenance	Transactions approved:	9	8	8	
Hide/Show Transactions		Transactions excluded:	1	2	2	
		Amount approved:	10,430,645.00	8,429,945.00	8,429,945.00	
		Amount excluded:	25,500,000.00	27,500,700.00	27,500,700.00	
		Cash limit available:	15,000,000.00	15,000,000.00	15,000,000.00	
Bank Account:	Lands Development, CBK Account No. 88888888	Select All	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Release Category:	Development costs	Transactions approved:	5	5	5	
Hide/Show Transactions		Transactions excluded:	-	-	-	
		Amount approved:	20,098,600.00	20,098,600.00	20,098,600.00	
		Amount excluded:	-	-	-	
		Cash limit available:	40,000,000.00	40,000,000.00	40,000,000.00	
Approved Budget:	KES 1,800,000,000	Approved amount:	MDA 25,430,645.00	NT 28,528,545.00	COB 28,528,545.00	Exchequer Released 28,528,545.00
Cash Limit YTD:	980,000,000	Approved date/time:	2015/02/22: 14:20	2015/02/22: 15:30	2015/02/22: 16:01	2015/02/22: 16:02
Exchequer Released YTD:	925,000,000	Approving Official:	MDA007	NT001	COB001	NT002
Available cash limit before:	55,000,000					
Available cash limit after:	26,471,455					

Detailed Form

REQUEST FOR EXCHEQUER RELEASE										
MDA:	Ministry of Lands									
Request Ref:	XXXXXXXXXX									
Bank Account:	Lands Recurrent, CBK Account No. 99999999		Select All	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
Release Category:	Operations and Maintenance		Transactions approved:	9	8	8				
Hide/Show Transactions			Transactions excluded:	1	2	2				
			Amount approved:	10,430,645.00	8,429,945.00	8,429,945.00				
			Amount excluded:	25,500,000.00	27,500,700.00	27,500,700.00				
			Cash limit available:	15,000,000.00	15,000,000.00	15,000,000.00				
Reference	Vendor ID	Supplier Name	FOREX	Rate	KES					Comments
0000101	A100345	ABC			2,000,700.00	1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NT: Docs required
0000102	D223099	DEF			150,000.00	2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
0000103	A220200	GHI			25,500,000.00	3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	MDA: No funds
0000104	C123456	JKL			1,897,500.00	4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
0000105	A100345	ABC			45,300.00	5	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
0000106	X990909	MNO	USD 50,000.00	90.1234	4,506,170.00	6	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
0000107	D223099	DEF			239,990.00	7	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
0000108	X909090	XYZ			678,300.00	8	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
0000109	X676766	XYZ			12,340.00	9	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
0000110	A100345	ABC			900,345.00	10	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

Please note that the above forms are samples that the National Treasury has prepared to relay the cash management concept as intended, to the bidders. The bidders may alter the forms to suit their solution demonstration.

28. Detailed systems Requirements

In addition to a description of the solution as required in the “Appendix to instructions to the tenderers” section of the main RFP document. Bidder will be required to address the minimum system requirements necessary to support this extended cash management function as outlined in this section.

The general system and security requirements applies to both cash flow planning and forecasting and exchequer release processes while the Functional requirements have been provided separately for each process. The requirements have been categorized into one of the three (3) priority level as follows:

- M – Must Have
- W – Would like to have (Good to have)

In responding to the requirements, bidders are required to indicate how well the proposed solution support the requirements by indicating one of the below options and providing an explanation for each:

- Core Functionality (CF) – Where the requirement is a primary feature of the proposed solution
- Customization Required (CR) – Where a customization is required to support the requirement
- Companion Product (CP) – Where a third part application is used to support the requirement
- Not Supported (NS) – Where the requirement cannot be supported under any of the above options.

General System and Security Requirements

Req. ID	Requirement	Priority	Vendor Response	Remarks
G.1	Ability to provide extensive reporting capabilities, including drill-down, roll up and pivot facility as well as in-built report generation tools.	M		
G.2	Ability to produce reports that can be viewed on line, printed on demand, exported to PDF and Excel and attachable to email.	M		
G.3	Ability to support Service Oriented Architecture technologies and work within an interactive environment.	M		
G.4	Ability of the system to be compatible with the security configurations implemented under IFMIS	M		
G.5	Ability to safeguard against user error and fraud (i.e. the system must check the validity of data entered into the system or imported from other applications.	M		
G.6	Ability to provide a granular access control mechanism that will determine functionality and data which users of various roles can have access to read, write and execute.	M		
G.7	Ability to store passwords in a hashed or in a one-way encrypted form that is inaccessible by all users.	M		
G.8	Ability to make passwords inaccessible by any other persons other than the specific user to whom they belong. Administrators will only be able to reset a user's password but not be able to see a user's password."	M		
G.9	Ability to allow end users to change their own passwords (provided the previous password is known) without requiring intervention of system administrators.	M		
G.10	Ability to enforce strength of passwords. System must provide a configurable mechanism to detect and block simple passwords.	M		
G.11	Ability to detect multiple logons from the same user ID and restrict users to one session at a time.	M		
G.12	Ability to protect security log files against manual modification even by the super user.	M		
G.13	Ability to maintain audit trails for all creation, modification and deletion of system transactions/data.	M		
G.14	Ability of the system to save work in progress	M		

G.15	Ability of the system to allow the user to resume work in progress and also modify previously saved work in progress.	M		
G.16	Ability of the system to allow for development and customization of data capture/UI forms, including definition of parameters at form object level to enhance integrity of data capture on these forms.	M		
G.17	Ability of the system to support and execute structured workflows and to allow for the design and customization of workflows (around both processes and transaction types).	M		
G.18	Ability of the system to support 24X7 availability.	M		
G. 19	Ability to provide web based intranet and extranet self service	M		

Functional Requirements

The following are the functions that the Cash Management solution is expected to perform.

Cash Flow Planning and Forecasting Process

Req. ID	Requirement	Priority	Vendor Response	Remarks
CF.1	Ability to support the creation of the following reusable and interlinked templates: <ul style="list-style-type: none"> • Annual Cash flow plan • 3 – month rolling Cash plans • Monthly operational plans • Weekly Cash Plans • Daily Cash Plans The templates should be easily configurable based on COA items /categories	M		
CF.2	Ability to support the preparation of accurate projections of cash inflows and outflows based on the templates highlighted under Requirement 1 at the Departmental, County level and consolidation of the same at National Treasury level for National Government and County Treasury at County Government level.	M		
CF.3	Ability to support workflows and notification for verification, approval hierarchy and submission of the Cash flow Plans in line with the existing model.	M		
CF.4	Ability to provide review comments during verification and approval.	M		

CF.5	Ability to generate a global ID for each of the template, associating it with the type of plan (Annual, Quarterly, Monthly) and the originating MDAC.	M		
CF.6	Ability to provide the option of prorating the Cash Plans with actual budget data from IFMIS for predefined items.	M		
CF.7	Ability to support the updating of the Cash Plans with actual expenditure data from IFMIS.	M		
CF.8	Ability to support adjusting/updating of the Cash Plans at predefined intervals.	M		
CF.9	Ability to support querying of the Cash Plans using the Global ID, period, etc.	M		
CF.10	Ability to monitor cash inflow/ outflow outturns and identify seasonal/monthly patterns.	M		
CF.11	Ability to enhance the existing integration between County Revenue Systems and IFMIS to share Revenue related information	M		
CF.12	Ability of the system to ensure the following controls: <ul style="list-style-type: none"> • That the aggregate total for the Annual Cash Plans do not exceed the approved budget amount. • That the adjusted cash flow plans do not vary from the original plans by predefined but adjustable limit e.g. 10%. 	M		
CF.13	Ability to export the cash flow plans to Excel to allow for further analysis	M		
CF.14	Ability to integrate with Planning and Budgeting data to allow proration of budget information into the Cash Plans	M		
CF.15	Ability to configure IFMIS to allow payment control, updating of Cash Flow Plans with the actual expenditure data and accessibility of procurement plans and commitments	M		
CF.16	Ability to generate and consume flat files to allow integration with other related systems that may provide macro-economic parameters which feed into the cash flow planning.	M		
CF.17	Ability of the system to generate required management and statutory reports including: <ul style="list-style-type: none"> • Statement of Cash Flow. • Budget financing breakdown. • Budget absorption rate. • Spending per County (per period). Cash flow forecast vs Actuals variances at MDAC and National treasury level.	M		
CF.18	Ability to allow County Treasury departments raise request for revision of Cash plans during the month	M		
CF.19	Ability to allow the County Treasury to approve or reject in-month cash plan revisions and the individual cash plans	M		

CF.20	Ability of the system to roll over unutilized monthly cash plans limit to the next period	M		
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Exchequer Release Process

Req. ID	Requirement	Priority	Vendor Response	Remarks
ER.1	Ability to support the creation of the following reusable templates: <ul style="list-style-type: none"> • County Fund Request Form to National Treasury based on processed invoices (Form 1). • County Treasury Fund Request Form to Controller of Budget based on fund requests received from MDAs (Form 2). • County Treasury Fund Request Form to Controller of Budget based County allocations (Form 3) • County Fund Request Form to Controller of Budget (Form 4) 	M		
ER.2	Ability to automatically populate the County Fund Request Forms (Forms 1 & 4) with all processed and approved invoices from the Accounts Payable module of IFMIS.	M		
ER.3	Ability to enhance the AP module to enable automatic categorization of invoices (at initiation) into one of predefined COA items/categories as well as select the account from which the invoice will be paid from.	M		
ER.4	Ability to enhance AP to ensure that EFT cannot be generated for invoices to be settled from an Account drawing from the exchequer , unless the invoices have gone through the Exchequer release process have been twined to the grant of credit and has been approved at all three levels (County Departments, County Treasury & CoB)	M		
ER.5	Ability to enhance the AP to allow generation of EFT for invoices being paid from non-Exchequer accounts, so long as the bank accounts (in IFMIS) have funds.	M		
ER.6	Ability to enhance the AP module to allow generation of invoices in multiple currencies. Where payment obligations are in a foreign currency, the invoice shall be processed in that currency, but posting will be done in KES according to the prevailing KES conversion rate.	M		
ER.7	Ability to allow selection of all or some of the processed but unpaid invoices on Form 1 & 4, to form the Exchequer request. Unselected invoices automatically appear in the next Exchequer request form. Only invoices to be settled from Accounts drawing from the exchequer will form part of the exchequer request.	M		
ER.8	Ability to tabulate the total amount requested as per selected invoices, the system should allow automatic tabulation as items are added into or removed from Form 1 & 4.	M		

ER.9	Ability to display approved cash limit for the month, totals for requests made to date, balance to cash limit before the current request and balance after the current request on Form 1 & 4.	M		
ER.10	Ability to allow validation and approval of fund request within the MDAC, the system should allow the approval of all or individual line items in the request form (Form 1 & 4).	M		
ER.11	Ability to ensure that the approved fund request from the MDAC does not exceed the approved cash limit for the month.	M		
ER.12	Ability to allow aggregation and collation of total fund requests from MDAs into the Fund Request Form for the National Treasury (Form 2). Form 2 should allow a summary view of the total request per MDA with an option to drill down to the predefined COA categories and further to the individual invoices (which comprise the fund request).	M		
ER.13	Ability to display, on Form 2, the total request per MDA broken down by predefined COA items/categories as per the Cash Plans, against the cash limit, balance before and after the current request in total and per category.	M		
ER.14	Ability to tabulate the total amount requested as per selected MDA requests at National Treasury level. The system should allow automatic tabulation as MDA requests are added into or removed from the National Treasury Fund Request Form (Form 2).	M		
ER.15	Ability to flag priority payments within any of the fund request forms	W		
ER.16	Ability to provide review comments during verification and approval process at the County department, County Treasury and Controller of Budget levels for the various forms.	M		
ER.17	Ability to generate a global ID for each of the Fund Request Forms associating it with the originating vote.	M		
ER.18	Ability to support querying of the fund request forms using the Global ID and periods.	M		
ER.19	Ability to generate EFT files within IFMIS once fund requests have been approved and to update appropriate accounting entries, for the sending and receiving entities.	M		
ER.20	Ability to integrate with the Cash plans to allow Exchequer request control and updating of Cash Flow Plans with the actual expenditure data, (actual payments and commitments).	M		
ER.21	Ability to integrate with the IFMIS to update appropriate accounting entries and perform automatic bank reconciliations	M		

ER.22	Ability to provide dashboard reports on Disbursement requests versus available bank balances per MDAC.	M		
ER.23	Ability to support workflows and notification for verification, approval and submission of Fund Request forms (Forms 1, 2, 3, and 4) within and across the County Department, County Treasury and Controller of Budget in line with existing workflow model.	M		

CGAA requirements

Req. ID	Requirement	Priority	Vendor Response	Remarks
CG.1	Configurable module within IFMIS to support the end-to-end lifecycle of CGAAA allocations.	M		
CG.2	Support automated tracking of conditional and unconditional allocations from the National Government and Development Partners.	M		
CG.3	Automated scheduling and disbursement of additional allocations based on approved frameworks.	M		
CG.4	Automated scheduling and disbursement of additional allocations based on approved frameworks.	M		
CG.5	Develop a standardized disbursement calendar to minimize delays and improve predictability.	M		
CG.6	Enable linkage of CGAAA allocations to National Government budget estimates and facilitate submission to Parliament:- <ul style="list-style-type: none"> • Planning and Budgeting for fiscal alignment. • Procurement and Accounts Payables for expenditure tracking. • Cash Management for disbursement control. • Revenue Management for reconciliation with county own-source revenue. 	M		
CG.7	Develop automated reports on allocation absorption, utilization, and compliance.	M		
CG.8	Develop audit trails and performance dashboards for oversight institutions..	M		

Pending Bills Template requirements

Req. ID	Requirement	Priority	Vendor Response	Remarks
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PB.1	The system must support structured classification of pending bills into: <ul style="list-style-type: none"> • Development Pending Bills • Recurrent Pending Bills: <ul style="list-style-type: none"> • Goods & Services • Salary Arrears and Statutory Deductions • Staff Claims 	M		
PB.2	Develop Data Validation and Linkage to Original Transactions such as Original LPO/ LSO and Supplier numbers.	M		
PB.3	Staff-Related Liabilities and HRIS-Ke Integration with IFMIS for validation of employee records such as Unified Payroll Numbers (UPN).	M		
PB.4	Digitize the current Excel-based templates into IFMIS with structured data fields and validation rules.	M		
PB.5	Implement approval workflows and audit trails for pending Bills	M		
PB.6	Design a process for maintaining unsettled transactions across financial years until resolution.	M		
PB.7	Develop a standardized Pending Bills Verification Checklist to guide county verification committees	M		

The firm should be able to demonstrate how they will achieve the below requirements,

ID	Description
D1.0	Functionality for Cash Planning and Exchequer Release Process
D1.1	Generate an annual Cash plan with the following monthly elements: Revenue projections, expenditure projections and corresponding deficit or surplus. (See sample Cash Plan template for guidance)
D1.2	Demonstrate how the cash plan can be updated on a monthly rolling basis.
D1.3	Demonstrate how approval workflows will be used to approve the cash plans and how the system supports notification and error handling.
D1.4	Demonstrate how the Cash plan will be updated with actual expenditure data for comparison with the cash flow projections.
D1.5	Generate an Exchequer request form from commitments from the AP module. . (See sample Exchequer Request form for guidance).
D1.6	Demonstrate how approval workflows will be used to approve the Exchequer request and how the system supports notification (alerts and emails) and error handling.
D1.7	Demonstrate how the approved cash limit will be used as a control to ensure that the amount in the Exchequer request does not exceed the limit.
D1.8	Demonstrate how requests from different County departments will be consolidated at the county exchequer level..
D1.9	Show a report that compares the cash plan amounts versus the actual expenditures for a given month.
D2.0	Usability and Technical fit of the System
D2.1	Demonstrate how users can edit or customize the forms and templates for Exchequer release and Cash Plans.
D2.2	Demonstrate how users can edit or customize reports.
D2.3	Describe and demonstrate the application's ability to include customized business rules
D2.4	Describe how customizations / modifications are migrated during the core application upgrade.
D2.5	Discuss whether there are any restrictions or limitation to customizations.
D2.6	Demonstrate how data can be exported or imported from Excel
D2.7	Demonstrate search / query capabilities.
D2.8	Demonstrate drill down and drill up capabilities.
D2.9	Demonstrate the allowable approach as per Oracle standards on how any CEMLI that will be deployed will be managed without impacting future upgrades of the application

Expected Deliverables and Additional Bidder Requirements Deliverables and Payment Milestones

The successful bidder shall be expected to carry out the following activities:

- Prepare and submit a project plan for the project; the project plan will be used as a baseline to monitor and assess the status of the implementation throughout the project.
- Validate the user requirements together with the National Treasury and obtain sign off for the same.
- Elaborate the business requirements into a design of how the system will be configured build and customized to meet the business requirements.
- Develop, install and configure the system to meet the agreed business requirements, at a minimum the vendor will be required to install the solution in development, test and production environments.
- Develop test plans and test scripts to be used in validating the system.
- Develop a Data migration strategy, outlining specific data requirements, the migration process and test migration to be carried out. Provide data migration tables and provide data loading and transformation tools as necessary.
- Support system, data and user acceptance test. These will include tracking, remediating and re-testing of issues as well as hand holding of users during UATs.
- Develop training schedule, training manuals and train end users and technical resources on the new functionalities. Training participants will complete training evaluations. If the results show the objectives of any training were not realized, the vendor will be required to repeat the training.
- Develop Cutover/Go-live plan and support Go-live
- Develop a post go-live support plan and provide post go-live support for 3 months

The following are the key deliverables expected from the successful bidder. The payment milestones will be agreed upon during negotiations with the successful bidder.

S/No.	Milestone	Deliverable	Total for each milestone	Payment Schedule (%)
1	Discovery Phase	Inception Report	20%	20%

2	Requirements Gathering, System design, System development	Delivery of County Exchequer Solution	50%	20%
		Delivery of CGAAB solution		15%
		Pending Bills Template Automation		15%
3	Training and Capacity Building, Data migration and Cutover, Go-live, support and maintenance	Support for Integrations	30%	10%
		Post Go-live support: Operational acceptance and submission of project		20%
		System documentation		

Additional Consultant Requirements

In addition to the minimum requirements outlines in Section II (Instruction to Bidders) of the main RFP document, the consultant will be required to;

- Demonstrate their experience in Cash Management by providing,
 - A clear understanding of how the Cash Management functions in the public sector interlinks with other PFM processes, supported by relevant experience.
 - At least three reference sites where Cash Management solution has been implemented successfully.
- Ensure that the National Treasury staff is well trained on the use and support of the system. The National Treasury staff should be able to administer, support the system, create and run reports with minimal support from the bidder after the first year of support.
- Provide basic support (24/7 telephone, online, email and onsite support) as well as system health check and fine tuning during the post go – live support period.

- Provide detailed CV of the core team comprising of the below resources. These are the CVs that will be evaluated. The consultants should be Oracle financials certified in their area of expertise.

No.	Position	Resources	Responsibility	Qualification
1.	Team Leader	One (1)	Manage the project lifecycle from initiation to completion, coordinating timelines, resources, and stakeholder engagement, while ensuring adherence to project scope and quality standards.	<ul style="list-style-type: none"> • Bachelor Degree in Business administration, Information Technology / Computer Science / any related Field. • Certification in one or more of the following areas: Project Management (PRINCE2 or PMP), Agile methodologies (SAFe Agilist, SCRUM), Service Management (ITIL), or Business Analysis (CBAP, CPP). • Five 10 Years of Experience in managing IT Project Management, at least 3 NO Projects.
2.	Oracle Application core/Apex developers	Three (3)	System technical, database design and development.	<ul style="list-style-type: none"> • At least a Bachelor's Degree Technology / Computer Science or Finance/Commerce/ Accounting. • At least one technical certification for EBS implementation. • At least 10 Years' Experience of Implementation and Support on Oracle EBS Applications, Oracle SQL, and PL-SQL. • At least 2 Years Experience of Oracle Application Framework (OAF). • Oracle Advanced PL/SQL Developer Certified Professional or Oracle E-Business Suite R12: System Administrator Certified Expert or Oracle Certified Professional, Java EE 7 Application Developer or Oracle APEX Cloud Developer Certified Specialist. • At least 5 Years with RICE (Reports, Interfaces, Conversions, Extensions), Forms, BI Publisher Reports/XML Publisher, Workflow, OAF, SQL developer and Linux Shell Scripting. • Experience in Oracle SOA.

	Oracle Hyperion Functional Consultant	One (1)	a) Ensure seamless configuration, loading and interfacing of budget lines from Hyperion to IFMIS	<ul style="list-style-type: none"> • At least a Bachelor's Degree Technology / Computer Science or Finance/Commerce/ Accounting • Must have Certification for Hyperion Planning implementation, or Certification in Hyperion Applications Administrator • Should have knowledge in Hyperion Essbase developer • Should have knowledge in Hyperion Financial Reporting • At least 10 Years' Experience of Implementation and Support on Oracle Hyperion • At least 1 Oracle Hyperion Financial project experience in public sector
4.	Integration Specialist (SOA)	One (1)	<ul style="list-style-type: none"> • Ensure seamless integration with third-party systems (IFMIS, CBK, KRA, HRMIS, and other systems). • Develop and maintain APIs and middleware. 	<ul style="list-style-type: none"> • A Bachelor Degree in IT or related • 7 years of experience in systems integration, software development, or IT infrastructure. • Experience with integration technologies like REST APIs, SOAP, and XML.
6.	Business Analyst	Two (2)	bridge technical and business requirements	<ul style="list-style-type: none"> • A Bachelor Degree in IT or related • Business Analysis Training (CBAP, PMI-PBA, CCBA or Agile-related certifications (e.g., SAFe Agilist, Certified ScrumMaster) • At least 3 years' work experience in IT systems. • 2 years relevant work experience with specific experience in: <ul style="list-style-type: none"> o IT projects o Dashboard Implementation • `Emerging Technologies (e.g., AI, Machine Learning)
7.	Full Stack Software developer	one (1)	Development of both front-end and back-end of the application.	<ul style="list-style-type: none"> • Bachelor degree in Computer Science, Software Engineering, Information Technology, or a related field.

				<ul style="list-style-type: none"> • 5 + years' Experience in server-side languages and frameworks such as Node.js, Python (Django/Flask), Java (Spring Boot), Ruby on Rails, or PHP • Experience with relational databases (e.g., MySQL, PostgreSQL, SQL Server) • Experience with API development (RESTful and/or GraphQL). • Experience of Agile or Scrum development methodologies.
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Table: Minimum Required Key Experts

Include the person-month inputs for all key experts.

S/No	Key and Support Staff	No.	Time-inputs (Person-months)
1	Team Leader	1	6
2	Business Analyst	1	11
3	Business Analyst	1	11
4	Oracle Apps core/Apex Developer	1	12
5	Oracle Apps core/Apex Developer	1	12
6	Oracle Apps core/Apex Developer	1	12
7	Integration SOA Specialist	1	12
8	Hyperion Consultant	1	8
9	Dev-Ops Full Stack Software developer	1	11
	Total Person Months required	9	95

Table 3: Estimated Time Inputs for Key Experts

Specific Qualifications for the consulting firm shall include but not limited to

1. **Core business and years in business:** The firm shall be registered/incorporated as a consulting firm with core business in the field of System Development and implementation Oracle applications systems a period of a minimum of six years. The Firm must possess a system development accreditation certification for the solution proposed
2. **Relevant experience:** The firm shall demonstrate as having successfully executed and completed at least three projects of similar nature, complexity and in a similar operating environment- public sector in the last five years. Details of similar Assignments-Name and address of the client, scope, value, and period should be provided, and the submitted Proposal should include an enumeration (Contract or LPO) of these similar

- past assignments.
3. The firm must demonstrate the requisite technical and managerial capacity to undertake the assignment in the submitted company profile **Key Experts will not be evaluated at the shortlisting stage.**
 4. Demonstrate experience with business process modeling techniques and have hands-on experience with process improvement projects.
 5. Demonstrate experience in public financial management systems (Proficiency in public sector planning, budgeting, accounting, and procurement processes, including business process re-engineering within the public sector)
 6. Experience in development and implementation of public financial management frameworks (Understanding and mapping of business processes aligned with legal frameworks, facilitating effective digitization of Public Financial Management (PFM) processes to enhance data quality)
 7. The firm must be a Registered Oracle Partner in the case of a JV the Primary bidder (Lead Partner) must hold a valid partnership registration number
 8. The firm must be having Suppliers Accreditation with ICT Authority. In case of a JV the primary bidder (Lead Partner) must hold
 - a. ICTA 1: Systems and applications
 - b. ICTA 1: Information Security
 - c. ICTA 1: ICT Consultancy
 9. Must obtain the relevant Original Manufacturer's Authorization Form (MAF) for Oracle Financials. **The MAFs MUST be for this specific tender.** For Joint ventures only the primary bidders (Lead Partner) MAF will be considered.
 10. For any Joint venture, the consortium must indicate the role of each partner in the Joint Venture, (Either equal partner or sub consultancy). For equal Partners, each of the partners must satisfy the minimum conditions specified in the tender.
 11. Demonstrate thorough knowledge of IPSA cash and accrual accounting legal and regulatory frameworks
 12. Experience in implementation and monitoring of public sector accounting systems.
 13. Expertise in Oracle technology relevant to IFMIS implementations.
 14. In-depth knowledge of the IFMIS Plan-to-Budget, Procure-to-Pay, Acquire-to-Retire, Revenue-to-Cash, and Record-to-Report cycles within the public sector.
 15. Demonstrate experience in capacity building, skill transfer, and stakeholder engagement.

Duties & Obligations of the Contractor

- The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this engagement or to the Services, as a faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with the third parties
- The Consultant will be responsible for quality and timely delivery of the assignment.

- The contractor will also exercise due care and ensure confidentiality of Government Project data. The National Treasury operates on a tight budgeting schedule with constitutional and legal timelines dictating preparation of various process documents and outputs. Therefore, the successful Firm MUST strictly observe project timelines and ensure deliverables are ready as indicated above. This will allow time to adequately test, train, rollout and support processes and system functionalities especially because of the large number of users involved.
- The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this engagement.
- Except with the prior written consent of the Procuring Entity, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the engagement, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or because of, the Services.
- Unless otherwise indicated all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Entity in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Entity. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Entity.
- Except as the Procuring Entity may otherwise agree in writing, no changes shall be made in the Key Experts engaged in this assignment.
- The consultancy firm shall be responsible for the provision of all the necessary resources to carry out the services such as international travel, project transportation for visits in counties, subsistence allowances, accommodation, information technology, and means for communications, reporting materials, insurance and any other required resources.

Evaluation Criteria
Mandatory Requirements

All bidders **MUST** meet the following mandatory requirements. **Bids that do not meet ALL the mandatory requirements will be considered non-responsive and will not be considered to the next stage of the evaluation:**

1.	Certified copies of certificate of Incorporation or Certificate of Registration or equivalent for the International Firms which MUST be certified by the Notary Public (For each party/member of consortium in case of a joint venture)
2.	Certified copies of Current Tax Compliance Certificate or equivalent for the International Firms which MUST be certified by the Notary Public (For each party/member of consortium in case of a joint venture)
3.	Duly filled, signed, and stamped Confidential Business Questionnaire (For each party/member of consortium in case of a joint venture)
4.	Certified copies of County Government Single Business Permit (Prime / Lead bidder to provide)
5.	Certified copies of certificate of Confirmation of Directors and Shareholding (CR 12) equivalent for the International Firms which MUST be certified by the Notary Public (Issued within the last 12 Months to Tender Opening Date) (For each party/member of consortium in case of a joint venture)
6.	<p>Joint Venture Requirement</p> <p>Where the bidder is a Joint Venture, the bidder shall submit a duly executed Joint Venture Agreement (or Teaming Agreement) that clearly defines the roles, responsibilities, and respective scope of participation of each party in relation to the assignment.</p> <p>The Joint Venture Agreement shall explicitly state the type of association among the parties (e.g., joint and subcontractor, lead partner arrangement, or equal partnership).</p> <p>In cases where the Joint Venture is composed of equal partners, all mandatory requirements shall apply to each Joint Venture associated party.</p>
7.	<p>Must have an Original Manufacturer's Authorization Form (MAF) for Oracle EBS Financial, Oracle EBS Supply Chain, Oracle SOA, Oracle BI, and Oracle Database. In case of a Joint venture, the MAF must be provided by the lead bidder. If type of association in the Joint Venture dictates that both parties are equal partners then both parties must provide a MAF</p> <p>Note: The MAF; MUST be for this specific tender</p>

8.	<p>Oracle E-Business Suite Expertise and Manufacturer Authorization (MAF)</p> <p>The lead firm shall demonstrate relevant expertise and experience in Oracle E-Business Suite. In the case of a Joint Venture, the Manufacturer's Authorization Form (MAF) specific to this assignment shall be submitted by the lead partner.</p> <p>Where the Joint Venture is structured as an equal partnership, each Joint Venture member shall submit a valid Manufacturer's Authorization Form applicable to this assignment.</p>
9.	<p>Duly filled, signed, and stamped Self-Declaration Form that the Tenderer is Not Debarred (For each party/member of consortium in case of a joint venture)</p>
10.	<p>Provide duly filled, signed, and stamped Certificate of Independent Determination. (For joint ventures, the same shall be provided for each firm).</p>
11.	<p>Provide signed Copies of Audited Accounts for the latest two years with turnover of over Kes 50,000,000.00 (the most current and the preceding year)</p>
12.	<p>Duly filled, signed and Stamped Self Declaration form that the Tenderer will not engage in any Corrupt or Fraudulent Practice. (For each party/member of consortium in case of a joint venture)</p>
13.	<p>Provide duly filled, signed, and stamped Declaration and Commitment to the code of ethics. (For joint ventures, the same shall be provided for each firm).</p>
14.	<p>Provide duly filled, signed, and stamped Form of tender (In Bidders Letter Head).</p>
15.	<p>Provide duly filled, signed, and stamped Price Schedule</p>
16.	<p>The bid document "Original" and "Copies" must be Tape Bound (spiral binding and use of spring or box fillers will not be accepted and will lead to automatic disqualification) and chronologically serialized on all pages of the tender documents submitted</p>
17.	<p>ICT Authority Supplier Accreditation</p> <p>The firm shall hold valid supplier accreditation with the Information and Communication Technology (ICT) Authority in the following categories:</p> <ul style="list-style-type: none"> (a) ICTA 1 – Systems and Applications (b) ICTA 1 – Information Security (c) ICTA 1 – ICT Consultancy <p>In the case of a Joint Venture, the Lead Partner shall hold the above ICT Authority accreditations.</p> <p>Where the Joint Venture is structured as an equal partnership, each Joint Venture member shall hold the required ICT Authority accreditations.</p>

***Note:* All copies that require certification SHALL be certified by an Advocate and Commissioner for Oaths, High Court of Kenya**

Technical Evaluation

The experience of the Firm will be evaluated as below:

	<p>Specific Understanding and experience of the Consulting Firm in relation to the assignment (<i>any reference site narration that is not supported by a completion certificate or a commendation letter from the client shall be disregarded</i>).</p> <p><i>The bidder must satisfy the criteria listed and demonstrate capability by providing evidence as requested. Marks will be awarded based on evidence attached for each client reference</i></p>	<p>Total Score</p> <p>10</p>
1.	<p>The firm shall be registered/incorporated as a consulting firm with Experience in Oracle Application Systems Development and Implementation</p> <p>Demonstrate experience in the development and implementation of Oracle application systems, with a minimum of six (6) years of continuous and relevant professional practice in similar assignments.</p> <p>Evaluation and Scoring:</p> <ul style="list-style-type: none"> • The firm's demonstrated experience shall be evaluated based on relevance, continuity, and applicability to the scope of the assignment. • A maximum of one (1) marks shall be awarded under this criterion. 	1
2.	<p>The firm shall have successfully completed at least three (3) assignments of a similar nature, scope, and level of complexity in the last five (5) years, carried out in public sector or comparable regulated environments.</p> <p>Similarity shall be defined by the nature of services, institutional context, scale of the assignment, and technical complexity, as described in the Terms of Reference.</p> <p>The following details shall be provided for each assignment:</p> <ul style="list-style-type: none"> • Name and address of the client • Brief description of the scope of services and operating environment • Contract value and implementation period 	1

	<ul style="list-style-type: none"> • Evidence of completion (contract, purchase order, or completion certificate) • Name and contact details of a client reference person <p>Evaluation:</p> <ul style="list-style-type: none"> • Three complete reference sites will be awarded one (1) marks. • Additional similar completed assignments beyond the minimum required will be an added advantage and shall be evaluated and ranked. <p>Scoring:</p> <ul style="list-style-type: none"> • Up to a maximum of one (1) marks shall be awarded for firm experience 	
3.	<p>Specific Experience in Business; Process Modelling and Oracle Financials Implementation</p> <p>The firm shall demonstrate experience in business process modelling techniques and hands-on experience in process improvement projects relevant to the assignment.</p> <p>The firm shall have successfully completed at least two (2) assignments in which it implemented Oracle Financials (Enterprise Business Suite R12.x) in either the public sector or comparable regulated/private sector environments.</p> <p>For each assignment submitted for scoring, the firm shall provide the following information:</p> <ul style="list-style-type: none"> • Name of the client • Brief description of the operating environment and scope of services • Description of the role performed by the firm • Contract value and implementation period • Evidence of completion (completion certificate or client reference letter) • Name, designation, email address, and telephone number of a client reference person <p>The assignments shall demonstrate implementation of the following Oracle Financials modules:</p> <ul style="list-style-type: none"> • General Ledger • Accounts Payable • Cash Management <p>Evaluation:</p> <ul style="list-style-type: none"> • Each complete reference site will be awarded One (1) marks. 	1

	<ul style="list-style-type: none"> Additional similar completed assignments beyond the minimum required will be an added advantage and shall be evaluated and ranked. <p>Scoring:</p> <ul style="list-style-type: none"> Up to a maximum of one (1) mark shall be awarded for firm experience. 	
4.	<p>Experience in Public Financial Management (PFM) Systems</p> <p>Demonstrate experience in assignments involving Public Financial Management (PFM) systems, including proficiency in public sector planning, budgeting, accounting, and procurement processes, and evidence of business process re-engineering within public sector or comparable regulated environments.</p> <p>Evaluation and Scoring:</p> <ul style="list-style-type: none"> This criterion shall be scored based on the relevance and depth of the firm's demonstrated PFM experience in similar assignments. A maximum of one (1) mark shall be awarded under this criterion. 	1
5.	<p>Experience in Development and Implementation of Public Financial Management (PFM) Frameworks</p> <p>Demonstrate experience in the development and implementation of Public Financial Management (PFM) frameworks, including understanding and mapping of business processes aligned with applicable legal and regulatory frameworks, and facilitating effective digitization of PFM processes to enhance data quality, control, and reporting.</p> <p>Evaluation and Scoring:</p> <ul style="list-style-type: none"> The firm's demonstrated experience shall be evaluated based on relevance and applicability to the assignment. A maximum of one (1) mark shall be awarded under this criterion. 	1
6.	<p>Experience in IPSAS Cash and Accrual Accounting Frameworks</p> <p>Demonstrate experience in assignments involving International Public Sector Accounting Standards (IPSAS) under both cash and accrual bases, including knowledge of the applicable legal and regulatory frameworks governing public sector accounting and financial reporting.</p> <p>Evaluation and Scoring:</p> <ul style="list-style-type: none"> The firm's demonstrated experience shall be assessed based on relevance and applicability to the assignment. A maximum of one (1) mark shall be awarded under this criterion. 	1

7.	<p>Experience in Implementation and Monitoring of Public Sector Accounting Systems</p> <p>Demonstrate experience in the implementation and post-implementation monitoring of public sector accounting systems, including support for financial reporting, controls, compliance, and system performance in public sector or comparable regulated environments.</p> <p>Evaluation and Scoring:</p> <ul style="list-style-type: none"> The firm's demonstrated experience shall be evaluated based on relevance and applicability to the assignment. A maximum of one (1) mark shall be awarded under this criterion. 	1
8.	<p>Expertise in Oracle Technology Relevant to IFMIS Implementations</p> <p>Demonstrate expertise in Oracle technologies relevant to Integrated Financial Management Information System (IFMIS) implementations, including experience with Oracle E-Business Suite, Oracle Database, reporting and analytics tools, and integration technologies supporting public financial management systems.</p> <p>Evaluation and Scoring:</p> <ul style="list-style-type: none"> The firm's demonstrated Oracle technology expertise shall be evaluated based on relevance and applicability to IFMIS implementations. A maximum of one (1) mark shall be awarded under this criterion. 	1
9.	<p>Knowledge of IFMIS End-to-End Business Cycles</p> <p>Demonstrate in-depth knowledge of end-to-end Integrated Financial Management Information System (IFMIS) business cycles within the public sector, including Plan-to-Budget, Procure-to-Pay, Acquire-to-Retire, Revenue-to-Cash, and Record-to-Report processes.</p> <p>Evaluation and Scoring:</p> <ul style="list-style-type: none"> The firm's demonstrated knowledge shall be assessed based on relevance and applicability to the assignment. A maximum of one (1) mark shall be awarded under this criterion. 	1
10.	<p>Experience in Capacity Building, Skills Transfer, and Stakeholder Engagement</p> <p>Demonstrate experience in capacity building and skills transfer initiatives, including structured training, mentoring, and knowledge transfer to client staff, as well as effective engagement with key stakeholders during the implementation of public sector or comparable regulated-environment assignments.</p> <p>Evaluation and Scoring:</p>	1

	<ul style="list-style-type: none"> The firm's demonstrated experience shall be evaluated based on relevance and applicability to the assignment. A maximum of one (1) mark shall be awarded under this criterion. 	
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Key individual consultant's will be responsible for their area of expertise will be evaluated as follows

Qualifications and Competence of the key Staff for the assignment (<i>Please note the number of resources to be evaluated for each area</i>) Bidder must provide copies of certifications and CVs for the proposed resources and the CV must clearly demonstrate required experience. CVs MUST be signed by the proposed Consultants and be certified by an Advocate and Commissioner for Oaths, High Court of Kenya. For the purpose of evaluation, Bidder are also required to indicate the specific Consultants proposed for the various roles as required below				Total Score: 50
No.	Position	Resources	Qualifications	Score
1.	Team Leader	One (1)	<ul style="list-style-type: none"> Bachelor Degree in Business administration, Information Technology / Computer Science / any related Field. (One (1) mark) Certification in one or more of the following areas: Project Management (PRINCE2 or PMP), Agile methodologies (SAFe Agilist, SCRUM), Service Management (ITIL), or Business Analysis (CBAP, CPP). (Five (5) mark) Five 10 Years of Experience in managing IT Project Management, at least 3 NO Projects. (Five (5) mark) <p>Note: maximum Score Ten (10) Marks</p>	10
2.	Oracle Application core/Apex developers	Three (3)	<ul style="list-style-type: none"> At least a Bachelor's Degree Technology / Computer Science or Finance/Commerce/ Accounting. (1 mark) At least one technical certification for EBS implementation. (1 mark) At least 10 Years' Experience of Implementation and Support on Oracle EBS Applications, Oracle SQL, and PL-SQL. (0.5 Marks) At least 2 Years Experience of Oracle Application Framework (OAF). (0.5 Marks) 	15

			<ul style="list-style-type: none"> • Oracle Advanced PL/SQL Developer Certified Professional or Oracle E- Business Suite R12: System Administrator Certified Expert or Oracle Certified Professional, Java EE 7 Application Developer or Oracle APEX Cloud Developer Certified Specialist. (1 mark) • At least 5 Years with RICE (Reports, Interfaces, Conversions, Extensions), Forms, BI Publisher Reports/XML Publisher, Workflow, OAF, SQL developer and Linux Shell Scripting. (0.5 Marks) • Experience in Oracle SOA. (0.5 Marks) <p>Note: maximum score five (5) Marks per resource</p>	
3.	Oracle Hyperion Functional Consultant	One (1)	<ul style="list-style-type: none"> • At least a Bachelor's Degree Technology / Computer Science or Finance/Commerce/ Accounting (1 mark) • Must have Certification for Hyperion Planning implementation, or Certification in Hyperion Applications Administrator (1 mark) • Should have knowledge in Hyperion Essbase developer (0.5 mark) • Should have knowledge in Hyperion Financial Reporting (1 mark) • At least 10 Years' Experience of Implementation and Support on Oracle Hyperion (1 mark) • At least 1 Oracle Hyperion Financial project experience in public sector (0.5 mark) <p>Note: maximum score five (5) Marks</p>	5
4.	Integration Specialist (SOA)	One (1)	<ul style="list-style-type: none"> • A Bachelor Degree in IT or related (1 mark) • 7 years of experience in systems integration, software development, or IT infrastructure. (2 mark) • Experience with integration technologies like REST APIs, SOAP, and XML. (2 mark) <p>Note: maximum score five (5) Marks</p>	5

5.	Business Analyst	Two (2)	<ul style="list-style-type: none"> • A Bachelor Degree in IT or related (1 mark) • Business Analysis Training (CBAP, PMI-PBA, CCBA or Agile-related certifications (e.g., SAFe Agilist, Certified ScrumMaster) (1 mark) • At least 3 years' work experience in IT systems. (1 mark) • 2 years relevant work experience with specific experience in: <ul style="list-style-type: none"> ○ IT projects ○ Dashboard Implementation ○ Emerging Technologies (e.g., AI, Machine Learning) (2 mark) <p>Note: maximum score five (5) Marks per resource</p>	10
6.	Full Stack Software developer	One (1)	<ul style="list-style-type: none"> • Bachelor degree in Computer Science, Software Engineering, Information Technology, or a related field. (1 mark) • 5 + years' Experience in server-side languages and frameworks such as Node.js, Python (Django/Flask), Java (Spring Boot), Ruby on Rails, or PHP (1 mark) • Experience with relational databases (e.g., MySQL, PostgreSQL, SQL Server) (1 mark) • Experience with API development (RESTful and/or GraphQL). (1 mark) • Experience of Agile or Scrum development methodologies (1 mark) <p>Note: maximum score five (5) Marks</p>	5

Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference		
Technical approach and methodology		Total Score
1.	Understanding of the county exchequer solution, CGAAA framework, pending bills template and integrations to county EDMS solutions, HRIS-KE, KRA and CBK and the overall objective of the assignment. (3 marks)	3

	Note: maximum score three (3) Marks	
2.	A detailed description of the system development approach you will use for designing and developing the proposed solution. (4 marks) Note: maximum score four (4) Marks	4
3.	A detailed description of the approach to implementing and supporting the proposed business applications and the related technologies. Clearly demonstrate how functional, technical and database support shall be provided to meet your proposed service level agreement. (3 marks) Note: maximum score three (3) Marks	3
4.	A detailed description of the methodology and approach that you will adopt to for the assignment, demonstrating the link between the methodology, your approach, project staff, and delivery capability. (5 marks) Note: maximum score five (5) Marks	5
Work Plan		10
1.	Outlining of the key project implementation activities and their duration. Note: maximum score five (5) Marks	5
2.	Assigning responsibilities to key experts Note: maximum score three (3) Marks	3
3.	Inclusion of a risk management plan Note: maximum score two (2) Marks	2
Organization and staffing		Total Score 5
1.	Team organization structure for delivering assignment Note: maximum score two (2) Marks	2
2.	Roles and responsibilities for key team members and matching of team members to the proposed work plan. Note: maximum score two (2) Marks	2
3.	Demonstrate skill resource pool capabilities matrix to ensure that, if need be, replacement of resources is done within the shortest time possible. Note: maximum score one (1) Marks	1

Transfer of knowledge (training) program (relevance of approach and methodology):		Total Score
		5
1.	A description of your approach to continuous knowledge transfer and support to users of the system (in the Counties) over the duration of the contract. Your approach should include Super user training for at least forty (40) IFMIS officers; (3 marks) Note: maximum score three (3) Marks	3
2.	Capacity building of Client's staff onsite and offsite Note: maximum score two (2) Marks	2

Participation by nationals among proposed Key Expert		Total Score
		5
1.	A National team lead (1 mark) Note: maximum score one (1) Marks	1
2.	Each of the other key experts (0.5 marks) Note: maximum score four (4) Marks	4

Notes

1. The pass mark for technical score to be 70%
2. Bidders who pass the technical score will also be ranked based on experience.
3. Firms should note that the SDD/National Treasury may conduct site visit and due diligence of the referenced client sites.
4. Firms should note that the SDD/National Treasury shall conduct due diligence on the proposed key resources.
5. Firms MUST provide certified copies of certificates and curriculum vitae for proposed staff, as per the requirements schedule. Without copies of certificates and curriculum vitae their proposed consultancies will not be considered in the evaluation process.

LUMP-SUM FORM OF CONTRACT

STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum

Contents

PART I	5
Section 1. Request for Proposal Letter.....	5
Section 2. Instructions to Consultants and Data Sheet.....	9
A. General Provisions	9
1. Definitions.....	9
2. Introduction	11
3. Conflict of Interest	12
4. Unfair Competitive Advantage	13
5. Fraud and Corruption	13
6. Eligibility	13
B. Preparation of Proposals.....	15
7. General Considerations	15
8. Cost of Preparation of Proposal	15
9. Language.....	15
10. Documents Comprising the Proposal.....	15
11. Only One Proposal	16
12. Proposal Validity.....	16
13. Clarification and Amendment of RFP.....	17
14. Preparation of Proposals Specific Considerations	18
15. Technical Proposal Format and Content	18
16. Financial Proposal.....	19
C. Submission, Opening and Evaluation	19
17. Submission, Sealing, and Marking of Proposals.....	19
18. Confidentiality	21
19. Opening of Technical Proposals	22
20. Proposals Evaluation.....	22
21. Evaluation of Technical Proposals.....	22
22. Financial Proposals for QBS.....	22
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	23
24. Correction of Errors	24
25. Taxes	25
26. Conversion to Single Currency	25
D. Negotiations and Award.....	26
E. Data Sheet.....	30
Section 3. Technical Proposal – Standard Forms.....	39
Section 4. Financial Proposal - Standard Forms	57
Section 5. Eligible Countries.....	67

Section 6. Fraud and Corruption	68
Section 7. Terms of Reference	71
PART II.....	Error! Bookmark not defined.
Section 8. Conditions of Contract and Contract Forms	Error! Bookmark not defined.
Preface.....	Error! Bookmark not defined.
I. Form of Contract	Error! Bookmark not defined.
II. General Conditions of Contract	Error! Bookmark not defined.
A. GENERAL PROVISIONS	Error! Bookmark not defined.
1. Definitions.....	Error! Bookmark not defined.
2. Relationship between the Parties	Error! Bookmark not defined.
3. Law Governing Contract.....	Error! Bookmark not defined.
4. Language	Error! Bookmark not defined.
5. Headings.....	Error! Bookmark not defined.
6. Communications	Error! Bookmark not defined.
7. Location.....	Error! Bookmark not defined.
8. Authority of Member in Charge.....	Error! Bookmark not defined.
9. Authorized Representatives	Error! Bookmark not defined.
10. Fraud and Corruption	Error! Bookmark not defined.
B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT ..	Error! Bookmark not defined.
11. Effectiveness of Contract	Error! Bookmark not defined.
12. Termination of Contract for Failure to Become Effective	Error! Bookmark not defined.
13. Commencement of Services.....	Error! Bookmark not defined.
14. Expiration of Contract.....	Error! Bookmark not defined.
15. Entire Agreement	Error! Bookmark not defined.
16. Modifications or Variations	Error! Bookmark not defined.
17. Force Majeure	Error! Bookmark not defined.
18. Suspension	Error! Bookmark not defined.
19. Termination.....	Error! Bookmark not defined.
C. OBLIGATIONS OF THE CONSULTANT	Error! Bookmark not defined.
20. General	Error! Bookmark not defined.
21. Conflict of Interest	Error! Bookmark not defined.
22. Confidentiality	Error! Bookmark not defined.
23. Liability of the Consultant	Error! Bookmark not defined.
24. Insurance to be taken out by the Consultant	Error! Bookmark not defined.
25. Accounting, Inspection and Auditing	Error! Bookmark not defined.
26. Reporting Obligations	Error! Bookmark not defined.
27. Proprietary Rights of the Client in Reports and Records..	Error! Bookmark not defined.
28. Equipment, Vehicles and Materials	Error! Bookmark not defined.

D. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS.....	Error! Bookmark not defined.
29. Description of Key Experts.....	Error! Bookmark not defined.
30. Replacement of Key Experts.....	Error! Bookmark not defined.
31. Approval of Additional Key Experts	Error! Bookmark not defined.
32. Removal of Experts or Sub-consultants.....	Error! Bookmark not defined.
33. Replacement/ Removal of Experts – Impact on Payments	Error! Bookmark not defined.
34. Working Hours, Overtime, Leave, etc.	Error! Bookmark not defined.
E. OBLIGATIONS OF THE CLIENT	Error! Bookmark not defined.
35. Assistance and Exemptions.....	Error! Bookmark not defined.
36. Access to Project Site.....	Error! Bookmark not defined.
37. Change in the Applicable Law Related to Taxes and Duties ...	Error! Bookmark not defined.
38. Services, Facilities and Property of the Client	Error! Bookmark not defined.
39. Counterpart Personnel.....	Error! Bookmark not defined.
40. Payment Obligation.....	Error! Bookmark not defined.
F. PAYMENTS TO THE CONSULTANT	Error! Bookmark not defined.
41. Ceiling Amount.....	Error! Bookmark not defined.
42. Remuneration and Reimbursable Expenses	Error! Bookmark not defined.
43. Taxes and Duties	Error! Bookmark not defined.
44. Currency of Payment.....	Error! Bookmark not defined.
45. Mode of Billing and Payment	Error! Bookmark not defined.
46. Interest on Delayed Payments.....	Error! Bookmark not defined.
G. FAIRNESS AND GOOD FAITH	Error! Bookmark not defined.
47. Good Faith.....	Error! Bookmark not defined.
H. SETTLEMENT OF DISPUTES	Error! Bookmark not defined.
48. Amicable Settlement.....	Error! Bookmark not defined.
49. Dispute Resolution	Error! Bookmark not defined.
III. Special Conditions of Contract	Error! Bookmark not defined.
IV. Appendices.....	Error! Bookmark not defined.
Appendix A – Terms of Reference	Error! Bookmark not defined.
Appendix B - Key Experts	Error! Bookmark not defined.
Appendix C – Remuneration Cost Estimates.....	Error! Bookmark not defined.
Appendix D – Reimbursable Expenses Cost Estimates.....	Error! Bookmark not defined.
Appendix E - Form of Advance Payments Guarantee	Error! Bookmark not defined.
Preface.....	123
I. Form of Contract.....	125
II. General Conditions of Contract	129
A. GENERAL PROVISIONS	129
2. Relationship between the Parties	130
3. Law Governing Contract.....	131

4. Language	131
5. Headings.....	131
6. Communications	131
7. Location.....	131
8. Authority of Member in Charge.....	131
9. Authorized Representatives	131
10. Fraud and Corruption	131
B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	132
11. Effectiveness of Contract	132
12. Termination of Contract for Failure to Become Effective	132
13. Commencement of Services.....	132
14. Expiration of Contract.....	132
15. Entire Agreement	132
16. Modifications or Variations	132
17. Force Majeure	132
18. Suspension	134
19. Termination.....	134
C. OBLIGATIONS OF THE CONSULTANT	136
20. General	136
21. Conflict of Interest	137
22. Confidentiality	138
23. Liability of the Consultant	138
24. Insurance to be taken out by the Consultant	139
25. Accounting, Inspection and Auditing	139
26. Reporting Obligations.....	139
27. Proprietary Rights of the Client in Reports and Records.....	139
28. Equipment, Vehicles and Materials	140
D. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS.....	140
29. Description of Key Experts.....	140
30. Replacement of Key Experts.....	140
31. Removal of Experts or Sub-consultants.....	140
E. OBLIGATIONS OF THE CLIENT	141
32. Assistance and Exemptions.....	141
33. Access to Project Site.....	142
34. Change in the Applicable Law Related to Taxes and Duties	142
35. Services, Facilities and Property of the Client.....	142
36. Counterpart Personnel.....	142
37. Payment Obligation.....	142
F. PAYMENTS TO THE CONSULTANT	143
38. Contract Price.....	143
39. Taxes and Duties	143
40. Currency of Payment.....	143
41. Mode of Billing and Payment	143

42. Interest on Delayed Payments	144
G. FAIRNESS AND GOOD FAITH	144
43. Good Faith.....	144
H. SETTLEMENT OF DISPUTES	144
44. Amicable Settlement	144
45. Dispute Resolution	145
III. Special Conditions of Contract	149
IV. Appendices	159
Appendix A – Terms of Reference	159
Appendix B - Key Experts	159
Appendix C – Breakdown of Contract Price.....	159
Appendix D - Form of Advance Payments Guarantee.....	162

Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 - Fraud and Corruption; the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Name of Project : Second Kenya Devolution Support Program KDSP-II
Credit No : IDA-7447-KE
Project ID No : P180935
Assignment Title : Consulting Services- Firm to Support the National Treasury - IFMIS Department Enhance the IFMIS System to Support the Development, Implementation and Rollout of National Level Activities on County Exchequer Solution, CGAAA Framework, Pending Bills Template and Integrations to County EDMS Solutions, HRIS-KE, KRA and CBK
Contract No : KE-SDD-487908-CS-QCBS

between

STATE DEPARTMENT FOR DEVOLUTION

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received *[or has applied for]* a loan *[or credit or grant]* from the *[insert as relevant, International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)]*: toward the cost of the Services and intends to apply a portion of the proceeds of this *[loan/credit/grant]* to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the *[loan/financing/grant]* agreement, including prohibitions of withdrawal from the *[loan/credit/grant]* account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the *[loan/financing/grant]* agreement or have any claim to the *[loan/credit/grant]* proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) The General Conditions of Contract (including Attachment 1 “Fraud and Corruption”);
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

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

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

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) “Applicable Regulations” means Procurement Regulations for IPF Borrowers of date specified in **Special Conditions of Contract (SCC)**.
- (c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (e) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (f) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (g) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (h) “Day” means a working day unless indicated otherwise.
- (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

- (k) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (l) “GCC” means these General Conditions of Contract.
- (m) “Government” means the government of the Client’s country.
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (p) “Local Currency” means the currency of the Client’s country.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (s) “Procurement Regulations” means the World Bank’s Procurement Regulations for IPF Borrowers,
- (t) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (u) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (v) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (w) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any,

- performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 3. Law Governing Contract** 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. Language** 4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
- 10. Fraud and Corruption** 10.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment 1 to the GCC.
- a. Commissions and Fees** 10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution

of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**

- a. Definition**
- 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract**
- 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. Measures to be Taken**
- 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any

law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the
Consultant**

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

- c. Cessation of Rights and Obligations** 19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.
- d. Cessation of Services** 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. Payment upon Termination** 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

- a. Standard of Performance** 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the

Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law
Applicable to
Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interest

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**a. Consultant
Not to Benefit
from
Commissions,
Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as

the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.

- 24. Insurance to be taken out by the Consultant**
- 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing**
- 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- 26. Reporting Obligations**
- 26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 27. Proprietary Rights of the Client in Reports and Records**
- 27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and

software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

28. Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

30. Replacement of Key Experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Removal of Experts or Sub-consultants

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts

and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

- (f) Provide to the Consultant any such other assistance as may be specified in the SCC.

33. Access to Project Site

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

34. Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

35. Services, Facilities and Property of the Client

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

36. Counterpart Personnel

36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

37. Payment Obligation

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

- 38. Contract Price** 38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in **Appendix C**.
- 38.2 Any change to the Contract price specified in Clause GCC 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.
- 39. Taxes and Duties** 39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.
- 39.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
- 40. Currency of Payment** 40.1 Any payment under this Contract shall be made in the currency (ies) of the Contract.
- 41. Mode of Billing and Payment** 41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.
- 41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the SCC.
- 41.2.1 *Advance payment:* Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.
- 41.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to

the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 *The Final Payment*. The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

42. Interest on Delayed Payments

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

43. Good Faith

43.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled

within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

45. Dispute Resolution

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

II. General Conditions

Attachment 1

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-

- contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
 - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

11.1	The effectiveness conditions are the following: N/A
12.1	Termination of Contract for Failure to Become Effective: The time period shall be 42 days
13.1	Commencement of Services: The number of days shall be 14 days Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be six months
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes

23.1**No additional provisions.**

[OR

The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:

"Limitation of the Consultant's Liability towards the Client:

(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;

(b) This limitation of liability shall not

(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;

(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the *[insert "Applicable Law", if it is the law of the Client's country, or insert "applicable law in the Client's country", if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Client's country]*.

[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:

To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability

	<p><i>shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank.</u> Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</i></p> <p><i>The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]</i></p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>Professional liability insurance, with a minimum coverage of total contract amount</p>
27.1	<p><i>[If applicable, insert any exceptions to proprietary rights provision_____]</i></p>
27.2	<p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p>[The Consultant shall not use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the Client.]</p> <p><i>[OR]</i></p> <p>[The Client shall not use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the Consultant.]</p> <p><i>[OR]</i></p>

	[Neither Party shall use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the other Party.]
32.1 (a) through (e)	<i>[List here any changes or additions to Clause GCC 32.1. If there are no such changes or additions, delete this Clause SCC 32.1.]</i>
32.1(f)	<i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 32.1(f).]</i>
38.1	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable]</i> <i>[indicate: inclusive or exclusive]</i> of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: “be paid” or “reimbursed”]</i> by the Client <i>[insert as appropriate: “for“ or “to”]</i> the Consultant.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.</i></p>
39.1 and 39.2	<p><i>[The Bank leaves it to the Client to decide whether the Consultant (i) should be exempted from indirect local tax, or (ii) should be reimbursed by the Client for any such tax they might have to pay (or that the Client would pay such tax on behalf of the Consultant)]</i></p> <p>The Client warrants that <i>[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract’s negotiations (Form FIN-2, part B “Indirect Local Tax – Estimates”)]</i>:</p> <p><i>If ITC16.3 indicates a tax exemption status, include the following: “the Consultant, the Sub-consultants and the Experts shall be exempt from”</i></p> <p><i>OR</i></p> <p><i>If ITC16.3 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax or the Consultant has to pay, include the following:</i></p> <p>“the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “the Client shall reimburse the Consultant, the Sub-consultants and the Experts”]</p>

	<p>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the Client’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that: <ul style="list-style-type: none"> (i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and (ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client’s country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client’s country. 								
<p>41.2</p>	<p>The payment schedule:</p> <table border="1" data-bbox="516 1732 1421 1858"> <thead> <tr> <th>S/No.</th> <th>Milestone</th> <th>Deliverable</th> <th>Payment Schedule (%)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Discovery Phase</td> <td>Inception Report</td> <td>20%</td> </tr> </tbody> </table>	S/No.	Milestone	Deliverable	Payment Schedule (%)	1	Discovery Phase	Inception Report	20%
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	<table border="1"> <tr> <td rowspan="3">2</td> <td rowspan="3">Requirements Gathering, System design, System development</td> <td>Delivery of County Exchequer Solution</td> <td>20%</td> </tr> <tr> <td>Delivery of CGAAB solution</td> <td>15%</td> </tr> <tr> <td>Pending Bills Template Automation</td> <td>15%</td> </tr> <tr> <td rowspan="3">3</td> <td rowspan="3">Training and Capacity Building, Data migration and Cutover, Go-live, support and maintenance</td> <td>Support for Integrations</td> <td>10%</td> </tr> <tr> <td>Post Go-live support: Operational acceptance and submission of project</td> <td rowspan="2">20%</td> </tr> <tr> <td>System documentation</td> </tr> </table>	2	Requirements Gathering, System design, System development	Delivery of County Exchequer Solution	20%	Delivery of CGAAB solution	15%	Pending Bills Template Automation	15%	3	Training and Capacity Building, Data migration and Cutover, Go-live, support and maintenance	Support for Integrations	10%	Post Go-live support: Operational acceptance and submission of project	20%	System documentation
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41.2.1	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee: NOT APPLICABLE</p> <p>(1)</p>															
41.2.4	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.</p>															
42.1	<p>The interest rate is: <i>For local currency: The Central Bank of Kenya average mean lending rate plus 1 Percent for administrative costs</i></p>															
45.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the</p>															

	<p>last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[If the Consultant consists of more than one entity, add:</i></p>

	<p>or of the home country of any of their members or Parties/ or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> (a) the country of incorporation of the Consultant <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties/];</i> or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country];</i> (b) the <i>[type of language]</i> language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client’s input, including counterpart personnel assigned by the Client to work on the Consultant’s team; specific tasks or actions that require prior approval by the Client.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant’s Proposal. Highlight the changes to Section 7 of the RFP]

.....

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant’s Technical Proposal and finalized at the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

When the Consultant has been selected under Quality-Based Selection method, also add the following:

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.”]

Model Form I Breakdown of Agreed Fixed Rates in Consultant’s Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Client’s Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title:

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE*[See Clause GCC 41.2.1 and SCC 41.2.1]**{Guarantor letterhead or SWIFT identifier code}***Bank Guarantee for Advance Payment (Not Applicable)****Guarantor:** _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]***Beneficiary:** _____ *[insert Name and Address of Client]***Date:** _____ *[insert date]* _____**ADVANCE PAYMENT GUARANTEE No.:** _____ *[insert number]* _____

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated _____ *[insert date]* _____ with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[insert amount in figures]* (_____ *[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____ *[amount in words]*)¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day of *[month]* _____, *[year]*__,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”