



**REPUBLIC OF KENYA
THE NATIONAL TREASURY AND ECONOMIC PLANNING
P. O. BOX 30007-00100
NAIROBI**

REQUEST FOR PROPOSALS (RFP)

FOR

**PROVISION OF CONSULTANCY SERVICES FOR
INTEGRATED FINANCIAL MANAGEMENT SYSTEM
(IFMIS) READINESS ASSESSMENT AND BUSINESS
PROCESS RE-ENGINEERING FOR TRANSITION TO
ACCRUAL ACCOUNTING.**

RFP NO. TNT/ONT/RFP/037/2024 - 2025

Issued on: 13th March, 2025

Closing Date: Tuesday 25th March, 2025 at 11.00 a.m.

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PROPOSAL FOR SELECTION OF CONSULTING FIRM(S)

1) NAME AND CONTACT ADDRESSES OF PROCURING ENTITY

The Principal Secretary,
The National Treasury and
Economic Planning,
P.O. Box 30007 – 00100,
Nairobi, Kenya
Email: procurement@treasury.go.ke

2) Invitation to RFP (ITT) No. TNT/ONT/RFP/037/2024- 2025

3) Tender Name: PROVISION OF CONSULTANCY SERVICES FOR
INTERGRATED FINANCIAL MANAGEMENT SYSTEM (IFMIS)
READINESS ASSESSMENT AND BUSINESS PROCESS RE-
ENGINEERING FOR TRANSITION TO ACCRUAL
ACCOUNTING.

SECTION 1 (A) - REQUEST FOR PROPOSAL (RFP)



REPUBLIC OF KENYA THE NATIONAL TREASURY AND ECONOMIC PLANNING REQUEST FOR PROPOSALS (RFP)

PROVISION OF CONSULTANCY SERVICES FOR INTERGRATED FINANCIAL MANAGEMENT SYSTEM (IFMIS) READINESS ASSESSMENT AND BUSINESS PROCESS RE-ENGINEERING FOR TRANSITION TO ACCRUAL ACCOUNTING RFP NO. TNT/ONT/RFP/037/2024 - 2025

1. The National Treasury and Economic Planning has set aside funds in its budget or has received financing from **GOK** toward the cost of the subject consultancy services.
2. The Procuring Entity now invites proposals to provide the following consulting services (here in after called “the services”): **provision of consultancy services for Integrated Financial Management System (IFMIS) Readiness Assessment and Business Process Re-Engineering for Transition to Accrual Accounting**. More details on the Services are provided in Section 8 on Terms of Reference.
3. If a Consultant is a Joint Venture (JV), the full name of the JV shall be used and all members, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named. The maximum number of JV members shall be specified in the DS.
4. The Consultant shall properly tape bind and chronologically serialize all pages of the Request for Proposal documents submitted.
5. A firm will be selected under **Open Tendering** and in a format as described in this RFP, in accordance with the Public Procurement and Asset Disposal Act 2015, a copy of which is found at the following website: www.ppra.go.ke.
6. The contents of the RFP are as follows:
 - Section 1: Letter of Request for Proposals
 - Section 2: Instructions to Consultants and Data Sheet
 - Section 3: Technical Proposal Standard Forms
 - Section 4: Financial Proposal Standard Forms
 - Section 5: Terms of Reference
 - Section 6: Standard Forms of Contract ([Select: Time-Based or Lump-Sum])
7. Please inform us in writing at the address below or by E-mail; **procurement@treasury.go.ke**:
 - 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).
8. Details on the proposal's submission date, time and address are provided in the ITC 17.7 and ITC 17.9 of the Data Sheet.

Yours sincerely,

**HEAD, SUPPLY CHAIN MANAGEMENT SERVICES
FOR: PRINCIPAL SECRETARY/NATIONAL TREASURY**

SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

A. GENERAL PROVISIONS

1. Meanings/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 Law” means the laws and any other instruments having the force of law in Kenya.
- c) “Procuring Entity” means the entity that is carrying out the consultant selection process and signs the Contract for the Services with the selected Consultant.
- d) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Entity under the Contract.
- e) “Contract” means a legally binding written agreement signed between the Procuring Entity 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).
- f) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to overwrite, the provisions of the ITC.
- g) “Day” means a calendar day unless otherwise specified as "Business Day". A Business Day is any day that is an official working day in Kenya and excludes official public holidays.
- h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- i) “Government” means the Government of the Republic of Kenya.
- j) “In writing” means communicated in written form such as by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Procuring Entity with proof of receipt.
- k) “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 Procuring Entity for the performance of the Contract.
- l) “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 considered in the technical evaluation of the Consultant's proposal.
- m) “ITC” (this Section of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- n) “Letter of RFP” means the letter of invitation being sent by the Procuring Entity to the Consultants.
- o) “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.
- p) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- q) “Public Procurement Regulatory Authority (PPRA)” means the statutory authority of

the Government of Kenya that mandated with the role of regulating and monitoring compliance with the public procurement law and regulations.

- r) “RFP” means the Request for Proposals to be prepared by the Procuring Entity for the selection of Consultants.
- s) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- t) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Procuring Entity during the whole performance of the Contract.
- v) “Terms of Reference (TORs)” means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Procuring Entity 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 Consultant are invited to submit a Technical Proposal and a Financial Proposal, 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 Procuring Entity 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, always holding the Procuring Entity's interest's 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 Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Entity. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultants shall not be hired under the circumstances set forth below:
 - i) *Conflicting Activities*
conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Entity 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.

ii) *Conflicting Assignments*

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 Conflict with another assignment of the Consultant for the same or for another Procuring Entity.

(iii) *Conflicting Relationships*

Relationship with the Procuring Entity's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and: (i) are directly or indirectly involved in 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 such relationship has been resolved in a manner that determines there is no conflict to affect this selection process.

iv) *Others*

Any other types of conflicting relationships as indicated in the Data Sheet.

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 Procuring Entity shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. **Corrupt and Fraudulent Practices**

5.1 Consultant firms or any of its members shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. Consultant firms or any of its members that are proven to have been involved in any of these practices shall be automatically disqualified and would not be awarded a contract.

5.2 **Collusive practices**

5.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any Consultant found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Consultants shall be required to complete and sign the "Certificate of Independent Proposal Determination" annexed to the Proposal Form.

5.3 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Government and its agencies to inspect all accounts, records and other documents relating to any short-listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors, investigators or compliance officers.

6. **Eligibility**

6.1 In selection of Consultants, short-listing shall be composed of firms or individuals who belong to the same line of professional business and who are almost of the same capability.

6.2 Unless otherwise specified in the Data Sheet, the Procuring Entity permits Consultants including proposed experts, joint ventures and individual members from all countries and

categories to offer consulting services. The maximum number of members so far JV shall be specified in the TDS.

- 6.3 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for submission of proposals, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke
- 6.4 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 6.5 It is the Consultant's responsibility to ensure that it's Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.
- 6.6 As an exception to the foregoing ITC 6.1 and 6.2 above:
- a) Sanctions-A firm or an individual that has been debarred from participating in public procurement shall be ineligible to be awarded a contract, or to benefit from the contract, financially or otherwise, during the debarment period. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.
 - b) Prohibitions-Firms and individuals of a country or goods in a country may be ineligible if:
 - i) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
 - ii) 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, Kenya prohibits any import of goods or services from that country or any payments to any country, person, or entity in that country.
 - c) Restrictions for Government-owned Enterprises-Government-owned enterprises or institutions in Kenya shall be eligible only if they can establish that they
 - i) Are legally and financially autonomous,
 - ii) Operate under commercial law, and
 - iii) That they are not dependent agencies of the Procuring Entity.
 - d) Restrictions for public employees - Government officials and civil servants and employees of public institutions shall not be hired for consulting contracts.
- 6.7 Margin of Preference and Reservations-no margin of preference shall be allowed in the selection of consultants. Reservations may however be allowed to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the Data Sheets. A procuring entity shall ensure that the invitation to submit proposals specifically includes only businesses or firms belonging to one group.

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 Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Entity is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without 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 Procuring Entity shall be written in the English language.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

10.2 The Consultant shall declare in the Financial Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid rigging.

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.

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 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.

11.2 Members of a joint venture may not also make an individual Proposal, be a subcontractor in a separate proposal or be part of another joint venture for the purposes of the same Contract.

11.3 Should a Joint Venture subsequently win the Contract, it shall consider whether an application for exemption from the Competition Authority of Kenya is merited pursuant to Section 25 of the Competition Act 2010.

12. Proposal Validity

a. Proposal Validity Period

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.

b. Extension of Validity Period

12.4 The Procuring Entity will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Procuring Entity 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 Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Entity together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluations core, 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 Procuring Entity, such Proposal will be rejected.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole or part of the Services without reasonable justification and written approval of the Procuring Entity.

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 Procuring Entity's address indicated in the Data Sheet. The Procuring Entity 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 Consultants. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

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

13.3 If the amendment is substantial, the Procuring Entity may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment in to account in their Proposals.

13.4 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:

- (a) If a 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 long as only one Proposal is submitted, in accordance with ITC 11. Above. A Consultant cannot associate with shortlisted Consultant(s). When associating with non-shortlisted/non-invited firms in the form of a joint venture or a sub-consultancy, the shortlisted/invited Consultant shall be a lead member. If shortlisted/invited Consultant associates with each other, any of them can be a lead member.
- (b) The Procuring Entity may indicate in the Data Sheet the estimated amount or Key Experts' time input (expressed in person-month), or the Procuring Entity'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. This clause shall not apply when using Fixed Budget selection method.
- (c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be 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.
- d) Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet. Invited firms must confirm and ensure their Key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.

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 under ITC 10.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.2 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.

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. Irrespective of the consultant selection method, any Consultant that does not submit itemized and priced financial proposal, or merely refers the Procuring Entity to other legal instruments for the applicable minimum remuneration fees shall be considered non-responsive.

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 apply 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 Kenya 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 Kenya Shillings.

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 the Financial Proposals 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.

17.3 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.

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

17.5 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.

18. Sealing and Marking of Proposals

18.1 The firm shall deliver the Proposals in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the assignment, addressed to the Procuring Entity and a warning “DO NOT OPEN BEFORE..... (The time and date for proposal opening date”. Within the single envelope, package or container, the Firm shall place the following separate, sealed envelopes:

18.2 In the single sealed envelope, or in a single sealed package, or in a single sealed container the following documents shall be closed and shall be addressed as follows:

- i) in an envelope or package or container marked “ORIGINAL”, all documents comprising the Technical Proposal, as described in ITC11;
- ii) in an envelope or package or container marked “COPIES”, all required copies of the

Technical Proposal;

- iii) in an envelope or package or container marked "ORIGINAL", all required copies of the Financial Proposal; and

18.3 The inner envelopes or packages or containers shall:

- i) Bear the name and address of the Procuring Entity.
- ii) Bear the name and address of the Firm; and
- iii) Bear the name and Reference number of the Assignment.

18.4 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the proposal. Proposals that are misplaced or opened prematurely will not be accepted.

18.5 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Entity no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Procuring Entity after the deadline shall be declared late and rejected, and promptly returned unopened.

19. Confidentiality/Canvassing

19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Procuring Entity 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 publication of the Contract award information.

19.2 Any attempt by Consultants or any one on behalf of the Consultant to influence improperly the Procuring Entity 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 PPRA's debarment procedures.

19.3 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 Procuring Entity on any matter related to the selection process, it should do so only in writing.

20. Opening of Technical Proposals

20.1 The Procuring Entity's opening committee shall conduct the opening of the Technical Proposals in the presence of the 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 by the Procuring Entity or with a reputable public auditor or independent authority until they are opened in accordance with ITC 22.

20.2 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.

21. Proposals Evaluation

21.1 Subject to provision of ITC 15.1, the valuers of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and after the

Procuring Entity notifies all the Consultants in accordance with ITC 22.1.

21.2 The Consultant is not permitted to alter or modify its Proposal in anyway after the proposal submission deadline except as permitted under ITC12.7. While evaluating the Proposals, the Evaluation Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

22. Evaluation of Technical Proposals

22.1 The Procuring Entity's evaluation committee shall evaluate the Technical Proposals that have passed the eligibility and mandatory criteria, on the basis of their responsiveness to the Terms of Reference and the RFP. The eligibility and mandatory criteria shall include the following and any other that may include in the Data sheet.

- a) **Firm has submitted the required number of copies of the Technical Proposals.**
- b) Firm has submitted a sealed financial proposal.
- c) The Proposal is valid for the required number of days.
- d) The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.
- e) The Technical Proposal is complete with all the forms and required documentary evidence submitted.
- f) A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14 for Kenyan firms.
- g) Key Experts are from eligible countries.
- h) Key Experts do not appear in more than one proposal, if so required.
- i) A short-listed firm has not participated in more than one proposal, if so required.
- j) The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.
- k) The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices.
- l) The Consultant is neither precluded from entering into a Contract nor debarred by PPRA.
- m) The firm has not proposed employing public officials, civil servants and employees of public institutions.
- n) The Consultant, its sub-consultants and experts have no conflicts of interest.

22.2 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.

23. Public Opening of Financial Proposals

23.1 Unsuccessful Proposals

After the technical evaluation is completed, the Procuring Entity 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 Financial Proposals for QBS, CQS and SSS

Following the ranking of the Technical Proposals, when the selection is based on QBS or

CQS, the top-ranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Consultant is opened by the opening committee. All other Financial Proposals shall be returned unopened after the Contract negotiations are successfully concluded and the Contract is signed with the successful Consultant.

When the selection is based on the SSS method and if the invited Consultant meets the minimum technical score required passing, the financial proposal shall be opened and the Consultant invited to negotiate the contract.

23.3 Financial Proposals for QCBS, FBS, LCS

Following the ranking of the Technical Proposals, and after internal approvals, the Procuring Entity 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.

23.4 Opening of Financial Proposals

The opening date should allow the Consultants sufficient time to decide for attending the opening and shall be no less than five (5) Business Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2.

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.

The Financial Proposals shall be opened publicly by the Procuring Entity's opening 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 Procuring Entity as indicated in the Data Sheet. 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.

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.

24.2 Time-Based Contracts-If a Time-Based contract form is included in the RFP, 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 figures and words, the later will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Entity'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.

24.3 Lump-Sum Contracts – 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 correction nor price adjustments shall be made. The total price, net of taxes understood as per ITC 24 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

25.1 Subject to ITC 24.2, all taxes are deemed to be included in the Consultant's financial proposal as separate items, and, therefore, considered in the evaluation.

25.2 All local identifiable taxes levied on the contract invoices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and in come and withholding tax payable to Kenya on the remuneration of non-resident Experts for the services rendered in Kenya are dealt with 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. Abnormally Low Prices

27.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Consulting firm to perform the Contract for the offered price.

27.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risk sand responsibilities and any other requirements of the RFP document.

27.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's proposal.

28. Abnormally High Prices

28.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Consultants is compromised.

28.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the specifications, TOR, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Consultants on the reason or the high proposal price. The Procuring Entity shall proceed as follows:

- i) If the proposal price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.
- ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, specifications,

TOR, scope of work and conditions of contract.

28.3 If the Procuring Entity determines that the Proposal Price is abnormally too high because genuine competition between Consultants is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Proposals and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before re-inviting for proposals.

29. Combined Quality and Cost Evaluation

(a) Quality and Cost Based Selection (QCBS) Method

29.1 In the case of Quality and Cost Based Selection (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 that achieves the highest combined technical and financial score will be notified and invited for negotiations.

(b) Fixed Budget Selection (FBS) Method

29.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected. The Procuring Entity's evaluation committee will select the Consultant with the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, notify and invite such Consultant to negotiate the Contract.

(c) Least Cost Selection (LCS) Method

29.3 In the case of Least-Cost Selection (LCS), the Procuring Entity's evaluation committee will select the Consultant whose Proposal is the lowest evaluated total price among those Proposals that achieve the minimum technical score required to pass, notify the Consultant and invite the Consultant to negotiate the Contract.

d. Combined Technical and Evaluation Report

29.4 The evaluation committee shall prepare a combined technical and financial evaluation report, with specific recommendations for award or otherwise and subject to the required approvals within the Procuring Entity prior to notifications and invitation of Consultant for negotiations.

30. Notification of Intention to enter into a Contract/Notification of Award

30.1 The Procuring Entity shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The **Notification of Intention to enter into a Contract / Notification of Award** shall contain, at a minimum, the following information:

- i) The name and address of the Consultant with whom the Procuring Entity successfully negotiated a contract;
- ii) the contract price of the successful Proposal;
- iii) a statement of the reasons why the recipient's Proposal was unsuccessful
- iv) the expiry date of the Standstill Period, and
- v) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

31. Standstill Period

31.1 The Standstill Period shall be the number of days stated in the Data Sheet. The Standstill Period commences the day after the date the Procuring Entity has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification

of Intention to Award the Contract. The Contract shall not be signed earlier than the expiry of the Standstill Period. This period shall be allowed for aggrieved Consultants to lodge an appeal. The procedure for appeal and the authority to determine the appeal or complaint is as indicated in the Data Sheet.

(a) NEGOTIATIONS AND AWARD

32. Negotiations

32.1 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.

32.2 The evaluation committee shall prepare minutes of negotiations that are signed by the Accounting Officer and the Consultant's authorized representative.

32.3 Availability of Key Experts

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 Procuring Entity proceeding to negotiate the Contract with the next-ranked Consultant.

32.4 Notwithstanding the above, the substitution 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.

32.5 Technical negotiations

The technical negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity'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.

(a) Financial negotiations

The financial negotiations include the clarification of the Consultant's tax liability in Kenya and how it should be reflected in the Contract. All applicable taxes shall be itemized separately and included in the contract price.

32.7 If the selection method included cost as a factor in the evaluation (that is QCBS, FBS, LCS), the unit rates and the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

32.8 Where QBS or CQS methods was used for a *Lump-sum Contract* as indicated in the RFP, the 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 or the professional practice. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QB and CQS; 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. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant to open its financial proposal and negotiate the contract.

32.9 In the case of a *Time- Based contract*, negotiation of unit rates 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 Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QBS and CQS; 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. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant for negotiations.

32.10 Where SSS method was used as indicated in the RFP, both the unit rates and total price shall be negotiated. If the negotiations fail, the Procuring Entity shall terminate the Consultant selection process. In that event, the Procuring Entity shall review the consultancy requirements and market conditions prior to deciding to use an appropriate selection method to again procure the consulting services.

33. Conclusion of Negotiations

33.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Accounting Officer and the Consultant's authorized representative and minutes prepared to record the outcome of the negotiations.

33.2 If the negotiations fail, the Procuring Entity 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 Procuring Entity shall terminate the negotiations informing the Consultant of the reasons for doing so. The Procuring Entity will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations.

34. Letter of Award

34.1 Upon expiry of the Standstill Period, specified in ITC 28.1, after satisfactorily addressing any appeal that has been filed within the Standstill Period, and upon successful negotiations, the Procuring Entity shall send a Letter of Award to the successful Consultant. The letter shall confirm the Procuring Entity's award of Contract to the successful Consultant and requesting the Consultant to sign and return the draft negotiated Contract within Twenty-One (21) Days from the date of the Letter of Award.

35. Signing of Contract

35.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 28.1 and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

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

36. Publication of Procurement Contract

36.1 Within the period specified in the Data Sheet, the Procuring Entity shall publish the awarded Contract which shall contain, at a minimum, the following information: (a) name and address of the Procuring Entity; (b) name and reference number of the contract being awarded, (c) the selection method used; (d) names of the consultants that submitted proposals; (e) names of all Consultants whose Proposals were rejected or were not evaluated; (f) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.

36.2 Consider carefully the information on Consultants to be published, particularly evaluation by the Procuring Entity, to avoid disclosing information which can facilitate bid-rigging formation going forward. Suggest amendment as follows:

36.3 The awarded Contract shall be published on the Procuring Entity's website with free access if available and in the official procurement tender portal.

37. Procurement Related Complaint and Administrative Review

37.1 The procedures for making Procurement-related Complaints shall be specified in the **TDS**.

37.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION 2 (B). DATA SHEET

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General Provisions	
1(j)	<p>Electronic procurement system shall be used: Not Applicable</p> <p>If Yes; Electronic –Procurement System The Procuring Entity shall use the following electronic-procurement system to manage this Request for Proposal process: NOT APPLICABLE The electronic-procurement system shall be used to manage the following part of the RFP process: NOT APPLICABLE</p>
2.1	<p>Name of the Procuring Entity: The National Treasury</p> <p>The consultant selection method is: Quality-Cost Based Selection (QCBS)</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal in separate envelopes: NO</p> <p>The name of the assignment is:”) : provision of consultancy services for Integrated Financial Management System (IFMIS) Readiness Assessment and Business Process Re-Engineering for Transition to Accrual Accounting Tender No. TNT/ONT/RFP/037/2024-2025</p>
2.3	<p>A pre-proposal conference will be held: NO</p> <p>Date of pre-proposal conference...N/A Time: N/A Address: N/A Telephone: N/A E-mail: N/A Title of contact person: N/A</p>
2.4	<p>The Procuring Entity will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Terms of Reference</p>
3.3 (iv)	<p>The Consultants shall not be hired under the circumstances in conflicting activities; Applicable</p>
4.1	<p>If “Unfair Competitive Advantage” applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the Consultants: N/A</p>
6.2	<p>Maximum number of members in the Joint Venture (JV) shall be: Three (3)</p>
6.6 (a)	<p>The list of debarred firms and individuals is available at the PPRA’s website www.ppra.go.ke or email complaints@ppra.go.ke</p>
6.7	<p>The business will be registered with NOT APPLICABLE</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
B. Preparation of Proposals	
10.1	<p>The Proposal shall comprise the following: 1st Inner Envelope with the Technical Proposal:</p> <p>TECH-1: Technical Proposal Submission Form TECH-2: Consultant’s Organization and Experience TECH-3: Comments and Suggestions TECH-4: Description of Approach, Methodology and Workplan TECH-5: Work Schedule and Planning for Deliverables TECH-6: Team Composition, Assignment, and Key Experts’ Input TECH-7: Mandatory Documentary Evidence</p> <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal:</p> <p>(1) FIN-1: Financial Proposal Submission Form (2) FIN-2: Summary of Costs (3) FIN-3: Breakdown of Remuneration (4) FIN-4: Breakdown of Reimbursable Expenses</p>
11.1	Participation of Sub-consultants, and Key Experts in more than one Proposal is permissible: NO
12.1	Proposals must remain valid for 180 days after the proposal submission deadline.
13.1	<p>Clarifications may be requested no later than Three (3) days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: E-mail: procurement@treasury.go.ke</p>
14 (b) (do not use for Fixed Budget Method)	Estimated total cost of the assignment: NOT APPLICABLE
14 (c) and 26.2 [use for Fixed Budget method]	The total available budget for this Fixed-Budget assignment is: NOT APPLICABLE <i>[insert currency]</i> (choose one: inclusive or exclusive of taxes). Proposals exceeding the total available budget will be rejected.
14 (d)	Key Experts shall not appear in more than one proposal: APPLICABLE
15.1	<p>The Technical Proposal shall be prepared using the Standard Form provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet under ITC 10.1.: APPLICABLE</p> <p>A Technical Proposal containing material financial information shall be declared non- responsive</p>
15.2	Consultant shall not propose alternative Key Experts: APPLICABLE
16.1(b)	The Financial Proposal will include (but not limited to) the following

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	reimbursable expenses: <ol style="list-style-type: none"> 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; 4. communications <i>costs</i>; 5. cost of purchase or rent or freight of any equipment required to be provided by the Consultants; 6. cost of reports production (including printing) and delivering to the Procuring Entity; 7. other allowances where applicable and provisional or fixed sums (if any) 8. Any other charges, if applicable
16.2	A price adjustment provision applies to remuneration rates: No
16.3	The Procuring Entity has NOT obtained an exemption for the Consultant from payment of taxes in Kenya as per <i>the KRA website</i> Information on the Consultant’s tax obligations in the Procuring Entity’s country can be found on the Kenya Revenue Authority website: www.kra.go.ke
16.4	The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in any fully convertible currency, of up to three foreign currencies.
C. Submission, Opening and Evaluation	
17.1	The Consultant SHALL NOT have the option of submitting his Proposal electronically.
17.5	The Consultant must submit: <ol style="list-style-type: none"> (a) Technical Proposal: One (1) Original and Two (3) Copies; (b) Financial Proposal: One (1) Original and Two (3) Copies.
18.5	The Proposal must be submitted no later than: Date: Tuesday 25th March, 2025 Time: 11.00 a.m. The Proposal Submission Address is; The Principal Secretary The National Treasury P.O. BOX 30007-00100 Treasury Building, Harambee Avenue Nairobi, Kenya The tender documents shall be deposited in Tender Box located at the Treasury Building, Sixth (6th) Floor, Harambee Avenue, Nairobi, Kenya . Bulky tender documents that cannot fit in the tender box shall be delivered and registered on Sixth (6th) Floor, Procurement Office, Room Number 619 at the Treasury Building, Harambee Avenue, Nairobi, Kenya .

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS		
20.1	An online option of the opening of the Technical Proposals is offered: NO		
20.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: Name of Consultants and Bid Security Amount and Bank Name		
22.1	Other eligibility and mandatory criteria shall be: Consultants will be evaluated on a YES or NO basis in this stage		
	No.	Requirements	Bidder's Response
1.	Certified copies of certificate of Incorporation or Certificate of Registration for lead bidder and 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 for lead bidder and 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.	Original Bid Security of Kenya Shillings Two Million Only (Kshs. 2,000,000.00) from a reputable financial institution in Kenya valid for 30 days beyond the Tender Validity period (Prime /Lead Bidder to provide)		
7.	For Joint Venture, provide a Joint Venture Agreement (Teaming Agreement) which clearly defines the roles and responsibilities of each party in the Joint Venture for the assignment, in case of joint venture the lead bidder must be locally incorporated.		
8.	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 locally incorporated.		

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
		Note: ALL The MAFs MUST be for this specific tender and certified by Local oracle office in Kenya
	9.	The lead bidder must have sell expertise for Oracle E-Business Suite – In case of a Joint venture, the MAF must be provided by the lead bidder certified by Oracle office in Kenya.
	10.	The lead Bidder must have a Valid practicing licence from ICPAK. In case of a Joint venture, the License must be provided by lead bidder. Note: A valid Practicing Certificate must be attached for this tender
	11.	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)
	12.	Provide duly filled, signed, and stamped Certificate of Independent Determination. (For joint ventures, the same shall be provided for each firm).
	13.	Provide signed Copies of Audited Accounts for the latest two years with turnover of over Kes 200,000,000.00 (the most current and the preceding year)
	14.	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)
	15.	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).
	16.	Duly filled, signed and stamped Technical Proposal Submission Form (In Bidders Letter Head).
	17.	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
	18.	Completed compliance for the detailed schedule of requirements (See Annex 1)
	19.	Power of Attorney giving the name of the person who should be signing the bid, authorizing him to submit/ execute the agreement as a binding contract.
	20.	Submit the required number of copies of the Technical Proposals i.e. one (1) original and Two (3) copies
	21.	Duly filled, signed and stamped Certificate of

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS										
		Independent Proposal Determination (For joint ventures the same shall be provided for each firm).									
	22.	For Joint Venture, provide a Joint Venture Agreement (Teaming Agreement) which clearly defines the roles and responsibilities of each party in the Joint Venture for the assignment, in case of joint venture									
<p><i>Note:</i> All copies that require certification SHALL be certified by an Advocate and Commissioner for Oaths, High Court of Kenya</p> <p>AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON-RESPONSIVE. THE NON-RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.</p>											
22.2	The Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:										
	<table border="1"> <thead> <tr> <th data-bbox="497 878 491 913">S/NO.</th> <th data-bbox="497 922 1289 913">DESCRIPTION</th> <th data-bbox="497 922 1289 913">MARKS</th> </tr> </thead> <tbody> <tr> <td data-bbox="497 922 491 1335">A.</td> <td data-bbox="497 922 1289 1335"> <p>Specific Understanding and experience of the Consulting Firm in relation to the assignment (any reference site narration that is not supported by a completion certificate or a commendation letter from the client shall be disregarded).</p> <p>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</p> </td> <td data-bbox="497 922 1289 1335">(20 Marks)</td> </tr> <tr> <td data-bbox="497 1339 491 2101">1.</td> <td data-bbox="497 1339 1289 2101"> <p>At least three customer reference sites where the bidder has implemented Business process reviews and re-engineering with one reference from public sector. Details must include but not limited to the following: -</p> <ul style="list-style-type: none"> - Full descriptions of the environment and the nature of the scope of services - Narration of the work done as per the (Firm's references form) - Names and telephone numbers of contact persons - Physical location, Postal address, Telephone contacts and e-mail address of the organization <p>Provide full descriptions of the environment and the nature of the scope of services, specifically demonstrating: -</p> <ul style="list-style-type: none"> - Business process analysis and identification of opportunities for improvement. - Creation of detailed business process maps and documentation </td> <td data-bbox="497 1339 1289 2101">6</td> </tr> </tbody> </table>	S/NO.	DESCRIPTION	MARKS	A.	<p>Specific Understanding and experience of the Consulting Firm in relation to the assignment (any reference site narration that is not supported by a completion certificate or a commendation letter from the client shall be disregarded).</p> <p>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</p>	(20 Marks)	1.	<p>At least three customer reference sites where the bidder has implemented Business process reviews and re-engineering with one reference from public sector. Details must include but not limited to the following: -</p> <ul style="list-style-type: none"> - Full descriptions of the environment and the nature of the scope of services - Narration of the work done as per the (Firm's references form) - Names and telephone numbers of contact persons - Physical location, Postal address, Telephone contacts and e-mail address of the organization <p>Provide full descriptions of the environment and the nature of the scope of services, specifically demonstrating: -</p> <ul style="list-style-type: none"> - Business process analysis and identification of opportunities for improvement. - Creation of detailed business process maps and documentation 	6	
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Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS		
		<ul style="list-style-type: none"> - Design and implementation of enhanced business processes - Development and monitoring of metrics to measure business process effectiveness. - Coordination with various business units for the successful implementation of new processes. - Provision of training and support to business units during the process transition - Monitoring of process change results and necessary adjustments - Ensuring compliance with industry regulations and standards <p>Recommendation letter from the client or certificate of completion for the specific product and services. (also attach copies of contracts, LPO, letter of award)</p> <p>Note: maximum Score for each complete reference two (2) Marks</p>	
	2.	<p>At least three customer references where the bidder has implemented Technology Transformation with one reference from public sector. Details must include but not limited to the following: -</p> <ul style="list-style-type: none"> - Full descriptions of the environment and the nature of the scope of services - Narration of the work done as per the (Firm's references form) - Names and telephone numbers of contact persons - Physical location, Postal address, Telephone contacts and e-mail address of the organization <p>Full descriptions of the system and the scope of work by demonstrating:</p> <ul style="list-style-type: none"> - Experience in implementing technology transformations specifically for government processes. - Provide evidence of successful project execution and measurable impacts within the public sector. <p>Recommendation letter from the client or certificate of completion for the specific product and services. (also attach copies of contracts, LPO, letter of award)</p> <p>Note: maximum Score for each complete reference one (1) Marks</p>	3

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
	<p>3. At least two customer reference sites where the bidder has Conducted Quality Assurance in systems Implementation. Details must include but not limited to the following: -</p> <ul style="list-style-type: none"> - Full descriptions of the environment and the nature of the scope of services - Narration of the work done as per the (Firm's references form) - Names and telephone numbers of contact persons - Physical location, Postal address, Telephone contacts and e-mail address of the organization <p>Full descriptions of the environment and the nature of the scope of services by:</p> <ul style="list-style-type: none"> - Highlighting experience in ensuring compliance with system requirements, identifying risks, and enhancing system reliability during implementation. - Providing evidence of how the quality assurance processes improved project outcomes and overall system performance. - Include any certifications or standards adhered to during the engagement (e.g., ISO, CMMI, etc.). <p>Recommendation letter from the client or certificate of completion for the specific product and services. (also attach copies of contracts, LPO, letter of award)</p> <p>Note: maximum Score for each complete reference one (1) Marks</p>	2
	<p>4. At least three customer reference sites where the bidder has implemented/ Supported Oracle Financials (Enterprise Business Suite R12.X). Details must include but not limited to the following: -</p> <ul style="list-style-type: none"> - Full descriptions of the environment and the nature of the scope of services - Narration of the work done as per the (Firm's references form) - Names and telephone numbers of contact persons - Physical location, Postal address, Telephone contacts and e-mail address of the organization <p>Full descriptions of the environment and the nature of the scope of services by demonstrating implementation of the following modules: -</p>	3

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
	<ul style="list-style-type: none"> - Plan to Budget: - Hyperion plan to budget module, General Ledger - Procure to pay modules; Oracle iprocurement, Oracle Sourcing, iSupplier Portal, Oracle Purchasing, Inventory Management, Accounts Payable - Procurement plans, Oracle Procurement Contracts. - Revenue to Cash: Oracle Cash Management, Oracle Receivables, - Record to report: General ledger, - Acquire to Retire: Fixed assets, Enterprise Asset Management, Lease Management Asset Tracking, Geo-spatial Asset tagging. <p>Recommendation letter from the client or certificate of completion for the specific product and services. (also attach copies of contracts, LPO, letter of award)</p> <p>Note: maximum Score for each complete reference one (1) Marks</p>	
	<p>5. At least two customer references where the bidder has successfully implemented, supported, or Public Finance Management Frameworks. Details must include but not limited to the following: -</p> <ul style="list-style-type: none"> - Full descriptions of the environment and the nature of the scope of services - Narration of the work done as per the (Firm’s references form) - Names and telephone numbers of contact persons - Physical location, Postal address, Telephone contacts and e-mail address of the organization <p>Provide evidence of expertise in the following areas related to PFM processes and systems:-</p> <ul style="list-style-type: none"> - Chart of Accounts: Development or customization aligned with IPSAS requirements. - Financial Consolidation: Consolidation of financial statements and compliance with IPSAS standards. - Fixed Assets: Management, revaluation, and accounting for fixed assets under IPSAS - knowledge of IPSA cash and accrual accounting legal and regulatory frameworks - Mapping of business processes aligned with legal 	2

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
	<p>frameworks</p> <ul style="list-style-type: none"> - Digitization of Public Financial Management (PFM) processes to enhance data quality <p>Recommendation letter from the client or certificate of completion for the specific product and services. (also attach copies of contracts, LPO, letter of award)</p> <p>Note: maximum Score for each complete reference one (1) Marks</p>	
	<p>6. At least two customer reference where the bidder has implemented capacity building, skill transfer, and conducted stakeholder engagement. Details must include but not limited to the following</p> <ul style="list-style-type: none"> - Full descriptions of the environment and the nature of the scope of services - Narration of the work done as per the (Firm's references form) - Names and telephone numbers of contact persons - Physical location, Postal address, Telephone contacts and e-mail address of the organization <p>Provide evidence of expertise in the following areas:</p> <ul style="list-style-type: none"> - Capacity building and skills transfer - Stakeholder engagement and collaboration - Project management and delivery - Process mapping and workflow optimization - Digital transformation. <p>Recommendation letter from the client or certificate of completion for the specific product and services. (also attach copies of contracts, LPO, letter of award)</p> <p>Note: maximum Score for each complete reference one (1) Marks</p>	2
	<p>7. At least two customer reference sites where the bidder has Implemented Oracle Financials (Enterprise Business Suite R12.X) integration to other systems using Application Programmable Interface or Oracle Service Oriented Architecture.</p> <p>Details must include but not limited to the following: -</p> <ul style="list-style-type: none"> - Full descriptions of the environment and the nature of the scope of services 	2

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
	<ul style="list-style-type: none"> - Narration of the work done as per the (Firm's references form) - Names and telephone numbers of contact persons - Physical location, Postal address, Telephone contacts and e-mail address of the organization <p>Full descriptions of the environment and the nature of the scope of services by demonstrating implementation</p> <ul style="list-style-type: none"> - Oracle Web Service (SOA) - API development - OAF Development <p>Recommendation letter from the client or certificate of completion for the specific product and services. (also attach copies of contracts, LPO, letter of award)</p> <p>Note: maximum Score for each complete reference one (1) Marks</p>	
	<p>Duties & Obligations of the Contractor</p> <p>The contract will be responsible for quality and timely delivery of the assignment. The contractor will also exercise due care and ensure confidentiality of Government data. In addition, the key individual consultant's will be responsible for their area of expertise as follows:</p>	
	<p>Qualifications and Competence of the key Staff for the assignment (Please note the number of resources to be evaluated for each area) 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</p>	<p>Total Score: 40</p>
	<p>1. Project Manager (Oracle EBS Functional Consultant) – One (1 No.)</p> <p>Qualification & Experience Rating</p> <ul style="list-style-type: none"> • At least a Bachelor's Degree in Information Technology / Computer Science, Finance, Commerce or Accounting or related. • At least three consecutive years' experience in IT project management or coordination in the last five years • Must have At least one professional qualification in project management e.g., PMP/Prince2 Certified • Experience in Public Financial Management 	<p>2</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS		
		<p>Note: if two project managers are provided evaluation will only be awarded to only one</p>	
	2.	<p>Technical Consultant EBS -One (1)</p> <p>Qualifications and experience rating</p> <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 5 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. 	2
	3.	<p>Public Finance Management (PFM) Expert One (1 No.)</p> <p>Qualification & Experience rating</p> <ul style="list-style-type: none"> • Must have Master of Business Administration (MBA) and Bachelor's Degree in either finance, accounting, or any other relevant fields. • At least 15+ Years' Experience of PFM Implementations. • Must have Registration with the Institute of Certified Public Accountants of Kenya (ICPAK) and Registration of Accountants Board (RAB). • Proof of good standing with ICPAK and Practicing certificate. • Membership with the chartered institute of arbitrators. • Experience in the design and implementation of SCOA. • Experience in articulating coding structure for financial reports. • Experience in PFM and implementation of IPSAS accrual. • Experience working with government entities and development agencies. 	3

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
		<ul style="list-style-type: none"> • Experience in strategic management • Experience in Financial Forecasting
	4.	<p>Oracle Hyperion Functional Consultant – One (1 No.)</p> <p>Qualification & Experience Rating</p> <ul style="list-style-type: none"> • At least a Bachelor’s Degree in Finance/Commerce/ Accounting • Must have Certification in Oracle Hyperion Planning Implementation • At least 5 Years’ Experience of Implementation and Support on Oracle Hyperion
	5.	<p>Oracle EBS Functional Financial Consultant - Two (2 No.)</p> <p>Qualification & Experience Rating</p> <ul style="list-style-type: none"> • At least a Bachelor’s Degree in IT/Finance/Commerce/ Accounting • Must have At least three certifications in any of the E-Business Financials modules i.e. Oracle E-Business Suite R12.1/R12.2 Financials, Oracle E-Business Suite R12.1/R12.2 General Ledger (GL), Oracle E-Business Suite R12.1/R12.2 Accounts Payable (AP), Oracle E-Business Suite R12.1/R12.2 Accounts Receivable (AR), Oracle E-Business Suite R12.1/R12.2 Fixed Assets, Oracle E-Business Suite R12.1/R12.2 Cash Management • Minimum of Five (5) years in e-Business Implementation and Support • Professional Qualification in Finance / Accounts • Experience in Public Financial Management <p>Note: Maximum score one (1) marks for each resource</p>
	6.	<p>Oracle Supply Chain Management Functional Consultant - Two (2 No.)</p> <p>Qualification & Experience Rating</p> <ul style="list-style-type: none"> • At least a Bachelor’s Degree in Information Technology / Computer Science/Finance/Procurement / Economics • At least Five (5 No.) years’ experience in Supply Chain Management in the Public Sector • At least 2 Oracle EBS projects experience in public sector on Advanced Procurement modules • Must have Oracle E-Business Suite R12.1/R12.2 Supply Chain Certified Implementation Specialist, Oracle E-Business Suite R12.1/R12.2 Purchasing, or Oracle E-Business Suite

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
		<p>R12.1/R12.2 Advanced Supply Chain Planning (ASCP).</p> <p>Note: <i>Maximum score one (1) marks for each resource</i></p>
	7.	<p>Public Procurement Expert Supply chain (1 No.)</p> <p>2</p> <p>Qualification & Experience rating</p> <ul style="list-style-type: none"> • MSc Procurement, Logistics and Supply Chain Management and a bachelor's degree in either Supply chain, Logistics and Supplies Chain Management, Economics, Statistics, accounting, or any other relevant fields. • Must have at least one professional qualification with certification in supply chain management like e.g., Chartered Institute of Procurement and Supply (CIPS), Certified Procurement and Supply Professional of Kenya (CPSPK) Chartered Institute of Logistics & Transport (CILT) etc. • Successfully completed 4+ complex, full lifecycle Supply chain processes automation. • Extensive Implementation Experience of Procurement processes in the Public Sector. • Demonstrate thorough knowledge of the Public Procurement and Disposal Act & Regulations • Registration with the Kenya Institute of Supplies Management
	8.	<p>Network Infrastructure Consultant – One (1 No.)</p> <p>3</p> <p>Qualification & Experience Rating</p> <ul style="list-style-type: none"> • At least a Bachelor's Degree Technology / Computer Science • 5+ years of experience in network Infrastructure Implementation and Support within the last five years. • Experience in Networking technologies (TCP/IP networking, Routing/ switching design, configuration, installation and troubleshooting of routers, switches, e.g., Cisco. Knowledge of protocols and services DNS, DHCP, VLAN, WAN, NAT, SNMP), • Troubleshooting and diagnostics of software, hardware, and network problems. • Experience in IT Security (IT Security knowledge, Antispam Filters, Firewalls, DPI, Load balancers, Malware detection). • Must have IT security certifications as, e.g., CISM, CISSP, CEH, and knowledge of IS standards, e.g., ISO27001, ISO9001 • Expert knowledge on Firewalls, Intrusion Detection and Prevention, DNS, Routing, Ethernet and Transport technologies and protocols.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS		
		<ul style="list-style-type: none"> • Knowledge in network security design, network security architecture, network topology, and a strong understanding of TCP/IP protocols. 	
	9.	<p>Technical Consultant Hyperion- One (1 No.)</p> <p>Qualification & Experience Rating</p> <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 5 Years' Experience of Implementation and Support on Oracle Hyperion • At least 1 Oracle Hyperion Financial project experience in public sector 	3
	10	<p>Application DBA/Database DBA - One (1 No.)</p> <p>Qualification & Experience Rating</p> <ul style="list-style-type: none"> • At least a Bachelor's Degree Information Communication Technology / Computer Science or related field. • Must have Certified Oracle Database Administrator (Minimum OCP). • 5 years consecutive Experience on database administration and support. 	2
	11.	<p>IPSAS Specialist (No.2)</p> <p>Qualification & Experience Rating</p> <ul style="list-style-type: none"> • Master of Business Administration (MBA) and bachelor's degree. • Commerce (Accounting or Finance option), Business Administration (Accounting option) from a recognized institution or any other relevant equivalent qualification. • At least 15+ Years' Experience in accounting, and/or financial management. • Must have Registration with the Institute of Certified Public Accountants of Kenya (ICPAK) and Registration of Accountants Board (RAB). • Proof of good standing with ICPAK and Practicing certificate. • Strategic Leadership Training. • Experience in the design and implementation of SCOA. • Experience in IFRS reporting requirements. • Experience in PFM and implementation of IPSAS accrual. 	4

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
	<ul style="list-style-type: none"> • Experience in Fixed Asset Management. • Experience working with government entities and development agencies. • Working experience in preparation of financial statements using IFMIS <p>Note: Maximum score two (2) marks for each resource</p>	
12.	<p>Information Security Consultant- One (1 No.)</p> <p>Qualification & Experience Rating</p> <ul style="list-style-type: none"> • At least a Bachelor’s Degree in Information Technology / Computer Science. • Information Security certification – Security+, CISM, CISA, or CEH • At least 3 years of information security practice • Must have OSCP – Offensive security Certified professional. 	3
13.	<p>Change Management & M&E Specialist – One (1 No.)</p> <p>Qualification & Experience Rating</p> <ul style="list-style-type: none"> • Master’s degree in either public administration, project management, economics, or any other relevant fields. • Must have Project Management certification. • Minimum of Five (5) years in change management practice. • Experience in strategic planning, monitoring, and reporting. • Experience in working with diverse project partners and experts to implement project objectives. • Good analytical skills, and ability to identify needs and constraints, to set priorities and translate them into action. • Experience of working with government and development agencies. 	2
14.	<p>Business Analyst – Two (No.2)</p> <p>Qualification & Experience Rating</p> <ul style="list-style-type: none"> • Undergraduate degree in Finance and/or Information Technology related discipline preferred. • Must have Business Analysis Certification (CBAP, PMI-PBA, CCBA or Agile-related certifications (e.g., SAFe Agilist, Certified ScrumMaster). • 12+ years of prior relevant experience or Masters with 10+ years. • Understanding of ERP products; technical principles and practices of eliciting requirements and documenting those decomposed requirements into fit and gap analysis. • Minimum 5-year experience in implementation of accounting system. • Strong knowledge of Accounting principles, practices, and procedures. 	2

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS		
		<ul style="list-style-type: none"> • Proficient in Excel and prior experience with an ERP system (Oracle eBusiness Suite preferred). • Certification in Emerging Technologies (e.g., AI, Machine Learning). <p>Note: <i>Maximum score one (1) marks for each resource</i></p>	
15.	PFM Legal Advisor – One (No.1)	<p>Qualification & Experience Rating</p> <ul style="list-style-type: none"> • Bachelor of Laws (LL.B.) degree from a recognized institution; Master of Laws (LL.M.) with specialization in Financial Laws and Regulations (IFLR). • Valid Practicing license with Law Society of Kenya (LSK). • Minimum of Five (5) years of experience practicing law, with a focus on public finance, fiscal law, or related areas. • In-depth knowledge of Kenyan public finance laws, including the Constitution of Kenya, 2010, the Public Finance Management Act, and other relevant legislation. • Strong analytical and research skills, with the ability to interpret complex legal issues and provide practical solutions. • Excellent communication and interpersonal skills, with the ability to effectively engage with clients, stakeholders, and government officials. 	2
16.	Business Process Designer/Architect (No. 1)	<p>Qualification & Experience Rating</p> <ul style="list-style-type: none"> • At least a Bachelor’s Degree in Finance/Commerce/Accounting. • Must have Business Process Management (BPM) Certifications: either Certification in Certified Business Process Professional (CBPP), OMG Certified Expert in BPM (OCEB), AIIM Business Process Management Specialist (BPMS), Open Group Architecture Framework (TOGAF), or Certified Enterprise Architect (CEA) • Minimum of Ten (10) years of experience in Business Process/ Architecture design. • Project and Change Management Certifications either Certified ScrumMaster (CSM), Certified Scrum Product Owner (CSPO), or Project Management Professional (PMP). • Experience in Process Modeling Tools such as Business Process Model and Notation, Lean Six Sigma Green/Black Belt Certification, or ARIS. 	2
17.	Infrastructure and Hardware consultant (No. 1)	<p>Qualification & Experience Rating</p> <ul style="list-style-type: none"> • Bachelor’s Degree in Computer Science, Information Technology, Engineering, or a 	2

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
	related field. <ul style="list-style-type: none"> • Minimum of Five (5) Years of experience in Infrastructure and Hardware. • Oracle Hardware Certifications: Oracle Exadata Database Machine Implementation Specialist, Oracle ZFS Storage Appliance Implementation Essentials, Oracle Private Cloud Appliance Implementation Specialist or Oracle SPARC Servers Installation and Maintenance Specialist. • Knowledge of networking, operating systems (e.g., Oracle Solaris, Linux), and virtualization. 	
	Adequacy of Proposed Work plan and Methodology in Responding to the ToR	Total Score 20
1	Quality and clarity of the proposed approach experience in business process re-engineering and in assessment of proposed transition to accrual accounting. (10 marks).	10
2	Methodology of implementing the assignment	10
	Project Implementation and Execution	Total Score 20
	Proposed Team Structure a) Team organization structure for delivering assignment.	4
	b) Roles and responsibilities for key team members and matching of team members to the proposed work plan.	4
	c) Capacity building of Client’s staff onsite and offsite	4
	d) Demonstrate skill resource pool capabilities matrix to ensure that, if need be, replacement of resources is done within the shortest time possible.	4
	e) Outlining of the key activities and their duration.	4
	Total Marks	100
	<p>Notes</p> <ol style="list-style-type: none"> 1. The pass mark for Technical score to be 80% 2. Bidders should note that the National Treasury may conduct site visit and due diligence of the referenced client sites. 3. Bidders should note that the National Treasury shall conduct due diligence on the proposed key resources. 4. Bidders 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. 	

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>The minimum technical score (St) required to pass is: 80%</p> <ul style="list-style-type: none"> • Consultancy firm which scores 80% and above will be recommended to be considered for financial evaluation. • Consultancy firm which scores less than 80% will be disqualified from further reevaluation. <p>THE CONSULTANTS WHO WILL BE FOUND RESPONSIVE IN THE TECHNICAL EVALUATION STAGE, WILL PROCEED TO THE FINANCIAL EVALUATION STAGE</p>
	<p>Financial Evaluation (Mandatory) –</p> <p>THE BIDDER WITH THE HIGHEST COMBINED TECHNICAL/FINANCIAL SCORE WILL BE RECOMMENDED FOR AWARD AT THIS STAGE.</p>
23.4	An online option of the opening of the Financial Proposals is offered: No
25.2	<p>For the evaluation, the Procuring Entity will include separate items of: (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 experts.</p> <p>If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized using the itemized list and included in 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 Procuring Entity 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: <u>Central Bank of Kenya</u></p> <p>The date of the exchange rate is: the deadline for submission of the Technical and Financial proposals.</p>
29.1 (QCBS only)	<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>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 0.80 and P = 0.20</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 = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
31	The Standstill Period shall be: 14 days

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	The procedures for making a procurement related complaint are detailed in the Public Procurement and Asset Disposal Act, 2015 and Regulations, 2020. If a Consultant wishes to make a procurement related complaint or appeal, the Consultant shall submit its complaint to the Public Procurement Administrative Review Board.
D. Negotiations and Award	
32.1	Expected date and address for contract negotiations: Date: To be communicated to the technically qualified bidders Address: The Principal Secretary, The National Treasury, Treasury Building, Harambee Avenue 6th Floor, Conference Room No. 603 P.O. Box 30007 00100 Nairobi
32.7	The Financial Proposal for a Lump-Sum contract shall be negotiated
35.2	Expected date for the commencement of the Services: Date: <i>Upon contract signing</i>
36.1	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as follows: The publication will be done within 14 days after the contract signing
37.1	<p>The procedures for making a Procurement-related Complaints are detailed in the “Regulations” available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>The Secretary, Public Procurement Administrative Review Board, The Public Procurement Oversight Authority, 10th Floor, National Bank House, P.O. Box 58583-00200, NAIROBI, Kenya. Tel: +254 (0) 20 3244000 Email: info@ppra.go.ke Website: www.ppoa.go.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <p>(i) the terms of the Tender Documents; and</p> <p>(ii) the Procuring Entity’s decision to award the contract.</p>

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

1. FORMTECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Procuring Entity]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your RFP dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as 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 Procuring Entity or may be sanctioned by the PPRA.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 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 Government's policy in regard to corrupt, fraudulent and prohibited practices as per ITC5.
- e) 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, as well as laws against anti-competitive practices, including bid rigging in force in Kenya; we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption or anti-competitive practices.
- f) We confirm that we are not insolvent, in receivership, bankrupt or on the process of being wound up.
- g) The Consultant shall declare in the Technical Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid-rigging.

- (h) We are not guilty of any serious violation of fair employment laws and practices. We undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against collusive and anti-competitive practices, including bid rigging. To this effect we have signed the “Certificate of Independent Proposal Determination” attached below. We also undertake to adhere by the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from _____ (*specify website*) during the procurement process and the execution of any resulting contract.
- (i) We, along with any of our sub-consultants 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 PPRA.
- (e) Except as stated in the ITC12 and Data Sheet, 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 Clause12 andITCClause29.3 and 29.4 may lead to the termination of Contract negotiations.
- (j) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (k) We understand that the Procuring Entity is not bound to accept any Proposal that it receives.

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 Clause 32.2 of the Data Sheet.

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)*:

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}

2 CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to the _____

_____ [Name of Procuring Entity]

for: _____ [Name and number of tender] in response to the request for tenders made by: _____ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - Has been requested to submit a Tender in response to this request for tenders;
 - could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs(5)(a) or (5) (b)above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - prices;
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit, or not to submit, a proposal; or
 - the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph(5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;
8. The terms of the RFP have not been, and will not be, knowingly disclosed by the Consultant, directly or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b) above.

Name _____

Title _____

Date _____

[Name, title and signature of authorized agent of Consultant and Date]

3. APPENDIX TO FORM OF PROPOSAL ON FRAUD AND CORRUPTION CLAUSE (for information)

(Appendix shall not be modified)

Purpose

The government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts ,and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (*no.33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- (1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- (2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
- (3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be avoidable;
- (4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- (5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—
 - i) Shall not take part in the procurement proceedings;
 - ii) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - iii) Shall not be a sub-contractor for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the sub-contractor appointed shall meet all the requirements of this Act.
- (6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- (7) If a person contravenes sub section (1) with respect to a conflict of interest described in

subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer.

- (8) Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
- a) Defines broadly, for the purposes of the above provisions, 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:
 - i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya 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
 - ii) Acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
 - b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"Fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
 - c) Rejects a proposal or award¹ of a contract if PPRA 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;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by

Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in A consultancy, and tendering, 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 Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity 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 there of as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

3. FORM TECH-2: 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

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.

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 Procuring Entity as a company or was one of the joint venture partners. 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 Curriculum Vitae (CV).
3. The Consultant shall substantiate their claimed experience by presenting copies of relevant documents such as the form of contract (not the whole contract), purchase order, service order, performance certificate, etc.; which shall be included in the proposal as part of *Form Tech 7 Mandatory Documentary Evidence*.

Assignment name:	Approx. value of the contract [KES, US\$ etc.]:
Country:	Duration of assignment (months):
Name of Procuring Entity:	Total N ^o of staff-months of the assignment:
Contact Address: Email:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): Completion date:	N ^o of professional staff-months provided by associated Consultants:
Role on Assignment: (E.g. Lead Member in ABC JV, or Sole Consultant):	Name of senior professional staff of your firm involved and functions performed:
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	
Name of Consulting Firm: Signatory:	Name and Title of

4. FORMTECH-3: COMMENTS AND SUGGESTIONS

Form TECH-3: The Consultant to provide comments and suggestions on the Terms of Reference, counterpart staff and facilities to be provided by the Procuring Entity that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Entity, 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

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

3. FORMTECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN

Form TECH-4: a description of the approach, methodology and work plan in responding to the terms of reference 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.

{The structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing
 - i) 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 TOR sin here.}*
 - ii) 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 Procuring Entity), and tentative delivery dates of their ports. 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.}*
 - iii) 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.}*

5. FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

Name _____

Title _____

Date _____

[Name, title and signature of authorized agent of Consultant and Date]

6. FORMT ECH- 6A: 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., Abbbb}	Mr. [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 ITC Data Sheet 21.2
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 Kenya, or outside the normal residence of the Expert in Kenya or any other country outside the expert's country of residence.

■ Full time input ■

■ Part time input
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7. FORM TECH-6B: CURRICULUM VITAE (CV)

Position Title and No.	<i>{e.g., K-1, Team Leader}</i>
Name of Expert:	<i>{Insert full name}</i>
Date of Birth:	<i>{day/month/year}</i>
Country of Citizenship	

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 Procuring Entity's 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 Infor for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2011-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy manager]		

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 Procuring Entity, and/or sanctions by the PPRA.

Name of Expert _____Signature_____Date_____

{day / month/year}

Name of authorized _____Signature._____Date_____

Representative of the Consultant (the same who signs the Proposal

8. FORMTECH-7: MANDATORY SUPPORT DOCUMENTS

[The Consultant shall use this form to submit all the required support documentary evidence as required in the RFP, especially the mandatory and eligibility criteria specified in the Data Sheet ITC 21.1]

a) Certificate of Incorporation/Certificate of Registration

{Insert here a copy of certificate of incorporation or registration}

b) Tax Compliance Certificate

{Consultant to insert a copy of the tax compliance certificate from Kenya Revenue Authority or similar body in the case of foreign consulting firms}

c) Practice License or Certificate for the Firm

{If required, Consultant to insert a copy of the firm's practice license or registration certificate issued by the professional body specified under Data Sheet ITC 21.1}

d) Similar Consulting Assignments Experience

{Consultant to insert here copies of the form of contract, purchase order, service order, and performance certificate or similar evidence of similar assignments carried out by the firm. The assignments shall be the same as those provided under FORM TECH 2B}

e) Academic Certificates

{Consultant to insert copies of the required relevant academic certificates relevant to the assignment for all the key experts}

f) Professional Certificates

{Consultant to insert copies of professional certificates and relevant short-term trainings to demonstrate professional qualifications for all the key experts}

g) Professional Membership of Key Experts

{If applicable, Consultant to insert copies of professional membership certificate for its key experts}

h) Certificate of Independent Proposal Determination

(The Form is available on Tech FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM).

9. FORM TECH - 8: SELF-DECLARATION FORMS

FORM SD1

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

I,, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows: -

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of (Insert name of the Company) who is a Bidder in respect of **Tender No.** for..... (Insert tender title/description) for..... *(Insert name of the Procuring entity)* and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

10. FORM SD2

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

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

- 1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of..... (insert name of the Company) who is a Bidder in respect of Tender No. for (insert tender title/description) for (insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/ or agents of..... (insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (name of the procuring entity).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

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

Bidder Official Stamp

11. DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I (person) on behalf of *(Name of the Business/ Company/Firm)* declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act,2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone..... E-mail

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name

Sign.....

Date.....

12. TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

a) Tenderer's details

ITEM	DESCRIPTION
1	Name of the Procuring Entity
2	Reference Number of the Tender
3	Date and Time of Tender Opening
4	Name of the Tenderer
5	Full Address and Contact Details of the Tenderer. 1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency
8	Description of Nature of Business
9	Maximum value of business which the Tenderer handles.
10	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange

General and Specific Details

a) Sole Proprietor, provide the following details.

Name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship _____

b) Partnership, provide the following details

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

c) **Registered Company**, provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company: -

Nominal Kenya Shillings (Equivalent) _____

Issued Kenya Shillings (Equivalent) _____

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) **DISCLOSURE OF INTEREST**-Interest of the Firm in the Procuring Entity.

i) Are there any person/persons in.....(*Name of Procuring Entity*) who has/have an interest or relationship in this firm?
Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

e) **Conflict of interest disclosure**

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) Certification

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone..... E-mail

Name of the Firm/Company.....

Date.....

FORM TECH - 9: TENDER-SECURING DECLARATION FORM {r 46 and 155(2)}

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:*[insert date (as day, month and year)*
of Tender Submission]

Tender No.:*[insert number of tendering process]*

To:*[insert complete name of Purchaser]*

I/We, the undersigned, declare that:

1. I / We understand that, according to your conditions, bids must be supported by a Tender- Securing Declaration.
2. I /We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser or the period of time of*[insert number of months or years]* starting on*[insert date]*,if we are in breach of our obligation (s)under the bid conditions, because we–(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,(i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I / We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) Thirty days after the expiration of our Tender.
4. I/We understand that if I am /we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:

Capacity / title (director or partner or sole proprietor, etc.)

Name:

Duly authorized to sign the bid for and on behalf of:*[insert complete*

name of Tenderer] Dated on day of *[Insert date of signing]*

Seal or stamp

13. 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 FIN-4 Reimbursable expenses

14. FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

..... {Location, Date}
To: [Name and address of Procuring Entity]

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 currency} {Insert amounts in words and figures}, including of all taxes in accordance with ITC24.2 in the Data Sheet. The estimated amount of local taxes is..... {Insert currency} {Insert amount in words and figures}. {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 ITC12.1 Datasheet.

We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

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, Amount and Purpose of Commission of Agents, Currency 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,

Signature..... (of Consultant's authorized representative) {In full and initials}: Full name: {insert full name of authorized representative} Title: {insert title/ position of authorized representative}
Name of Consultant..... (company's name or JV's name): Capacity: {insert the person's capacity to sign for the Consultant} Physical Address: {insert the authorized representative's address}
Phone: {insert the authorized representative's phone and fax number, if applicable}
Email: {insert the authorized representative's email address}

{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}

15. 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}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2}	{Insert Foreign Currency # 3}	{Insert Local Currency, if applicable}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Subtotal [Remuneration + Reimbursables]				
Taxes:				
{insert type of tax: e.g., VAT or sales tax}				
{e.g., withholding tax on experts' remuneration}				
{insert type of tax}				
Total Taxes				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				

16. FORM FIN-3A: 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 Procuring Entity. 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								
N-1			[Home]					
			[Field]					
N-2								
Total Costs								

17. FORM FIN 3B: CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES

{This Form FIN 3B shall be used for Time-Based contracts only. If Lumpsum Contract is used, the Procuring Entity shall delete the FORMFIN-3B, FORM FIN-3C and FORM FIN-3D from the RFP before issuance to Consultants}

Consultant: Country:
Assignment: Date:

We hereby confirm that:

- a) The basic fees indicated in the attached table are taken from the firm's pay roll 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

Name:

Title:

Date:

18. FORM 3C: FORM FOR CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES
{This Form FIN 3C shall be used for Time-Based contracts only}

(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	Over head 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									
Procuring Entity's									

- {* 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

19. FORM FIN 3D: BREAKDOWN OF REMUNERATION RATES [FOR TIME BASED CONTRACTS ONLY]

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. Form FIN3 C can be used to provide a breakdown of rates.
- 1.2 The Form FIN 3C shall be completed and attached to the Financial Form-3. As 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 Procuring Entity is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

2 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:

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

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 Procuring Entity 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 Procuring Entity 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 over heads 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.

20. 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 Procuring Entity. This form shall not be used as a basis for payments under Lump-Sum contracts. This form shall be filled for Time-Based Contracts to form the basis of contract negotiations.

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 Procuring Entity'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. Procuring Entity can set up a ceiling.

SECTION 5. Terms of Reference (ToR)

TERMS OF REFERENCE FOR INTEGRATED FINANCIAL MANAGEMENT INFORMATION SYSTEM (IFMIS) READINESS ASSESSMENT AND BUSINESS PROCESS RE-ENGINEERING CONSULTANCY SERVICES FOR TRANSITION TO ACCRUAL ACCOUNTING

INTRODUCTION

Under Section 12 (1) (e) of the Public Financial Management Act (2012), the National Treasury is mandated to design and prescribe an efficient financial management system for both the national and county governments to ensure transparent financial management and standardized financial reporting. The development and implementation of the Integrated Financial Management Information System (IFMIS) was a strategic response to this mandate.

The Integrated Financial Management Information System (IFMIS) is an Oracle-based ERP solution introduced in 1998 as part of Public Financial Management (PFM) reforms. Its goal was to digitize and modernize financial processes, including budgeting, procurement, accounting, and reporting, to enhance efficiency, accountability, and transparency while reducing inefficiencies and corruption.

In 2011, the government re-engineered IFMIS to address these issues, introducing modern features, upgrading technology, and aligning it with international public financial management standards. Key improvements included modules for budgeting, procurement, accounts payable, accounts receivable, and reporting.

Major milestones followed, including the 2014 launch of the e-Procurement module to digitize public procurement, ensuring transparency and accountability through electronic tendering and bid evaluation. In 2012, IFMIS was integrated into the Central Bank T24 system to speed up payment settlements and in 2016 it was integrated with KRA's iTax system to improve tax compliance and revenue collection. Additionally further integrations with KRA was done in 2018 to improve streamline supplier onboarding process and ensure only valid suppliers are registered in IFMIS. The 2022-2026 IFMIS Strategic Plan outlined a vision to leverage technology further, while in 2024, the Cabinet approved reforms such as the Treasury Single Account (TSA), Electronic Government Procurement (eGP) and the transition to accrual accounting to consolidate cash management and enhance financial reporting.

IFMIS is extensively used by the national government and all 47 county governments for budget preparation, procurement, revenue collection, and expenditure reporting. Its integrated financial processes ensure alignment with approved budgets, timely supplier payments, and enhanced accountability through features like online approval hierarchies. Despite initial challenges, IFMIS remains a cornerstone of Kenya's PFM reforms, continually evolving to meet emerging needs and align with global best practices.

The Government of Kenya has over the last decade undertaken several PFM reforms aimed at enhancing accountability and transparency targeting budget formulation, public procurement, revenue collection, payroll, debt management, and financial reporting. The system, managed by the National Treasury, has been successfully rolled out across the National Government and all 47 County Governments.

IFMIS implementation is predicated upon an end-to-end integrated approach premised on the following seven key component areas:

- a) Plan to Budget: Linking planning, policy objectives and budget allocation.

- b) Procure to Pay: Automated procurement process from requisition, tendering, evaluation, contract award and payment.
- c) Revenue to Cash: Auto reconciliation of revenue and payments with automatic file generation.
- d) Record to Report: Automated Financial Reporting capabilities.
- e) ICT to support: Dedicated IFMIS support function for software, hardware, and infrastructure.
- f) Communicate to Change: Facilitating a process of change management through communication and capacity building.
- g) Integration for support services: this component aims to ensure that various disparate systems are integrated and interlinked via a common reference architecture that ensures a seamless exchange of information.

The Government of Kenya recognizes public finance reforms as key to achieving Vision 2030 Medium Term Plan. To support this, the National Treasury re-engineered the Integrated Financial Management Information System (IFMIS) in 2011 to automate financial processes spanning planning, budgeting, procurement, accounting, and financial reporting to enhance efficiency, and improve transparency. The 2013-2018 IFMIS Strategic Plan was devised to focus on implementing financial modules and integration with other PFM systems.

Building on these achievements, the third IFMIS Strategic Plan (2022–2026) aims to further enhance public financial management by strengthening transparency, accountability, and government-business interactions leveraging on the capabilities of IFMIS. Despite being operational for over 13-years IFMIS has proven resilient, adapting to evolving regulations, legal frameworks, and technological advancements. These shifts have necessitated significant customization of the IFMIS to meet changing business needs and regulatory requirements

In addition, the National Treasury has implemented other PFM systems to support various functions, aiming for seamless integration with the IFMIS to provide end-to-end visibility in budget formulation and execution. With the recent approval for the implementation of key reforms such as the Treasury Single Account (TSA), e-Government Procurement (eGP), and a transition to an accrual accounting model, upgrading the IFMIS system has become critical to enhance transparent financial management and standardized financial reporting.

OBJECTIVE

Since the initial IFMIS Re-engineering, the system's usage has surged exponentially due to the expansion of governments at both the national and county levels. Currently, eighty-one (No. 81) national government state departments and ninety-four (94) devolved units are configured to utilize IFMIS. There is also a need to expand utilization of IFMIS at lower levels of government like municipalities. This will entail reconfiguration of functions of government within the current eco system to achieve this reform agenda. The following activities are therefore required to comply with directives, modernize and transform IFMIS to a Financial system that is scalable for many years to come:

1. **Migration from Cash Basis to Accrual Accounting Model:** The government at both levels has traditionally operated on a cash basis, presenting limitations in implementing fixed assets and liabilities, as well as rolling over pending bills. The existing reporting framework uses a shared Ledger for all government entities which has proven to be problematic for accurate public finance management controls and reporting. The shift to an accrual basis of accounting will facilitate smoother implementation of the assets life cycle, comprehensive recording of government

liabilities, and the carryover of pending payments from one financial year to the other.

2. **Implementation of Treasury Single Account (TSA):** Government departments have been utilizing various banks, both commercial and central bank of Kenya. Although IFMIS has implemented automated bank reconciliation and integration only with the Central Bank of Kenya, this has not provided sufficient visibility of government cash resources limiting transparency in government cash management. There is a need for the National government to have a single view of all government cash balances held in various financial institutions.
3. **Migration of Standard Chart of Accounts (SCOA) coding structure from GFSM 2001 to GFSM 2014:** The organization and presentation of government finance statistics are structured using GFSM coding, an internationally recognized standard aimed at analyzing the fiscal performance of governments across different levels, comprehending their financial status, and evaluating their economic strategies. The existing chart of accounts within IFMIS is currently based on GFSM 2001, which faces limitations in terms of adaptability, classification, reporting, compatibility with accounting systems, and complexity in implementation. Leveraging the enhanced features of GFSM 2014 in IFMIS will effectively address these constraints.
4. **Implementation of New SCOA:** The SCOA enables entities to classify transactions into distinct subcategories, providing clarity on revenue, liabilities, assets, and expenditures. Current SCOA limitations include inflexibility leading to disharmony between budgeting and financial reports, and lack of clarity in expenditure classification. Implementing a new SCOA in IFMIS will enhance the effectiveness budgeting and accountability of resources as well as improve budget analysis and monitoring on various socio-economic dimensions.
5. **Integration of eGP:** With the adoption of eGP as the primary procurement system, critical processes within IFMIS that previously supported eProcurement will need to be re-engineered to minimize disruption to financial processes. A thorough assessment of these processes is required to determine how to integrate them and align them with accrual accounting practices.
6. **Integration and Consolidation of Financial processes:** The role of the National Treasury of Kenya is to enhance Financial Inclusion for Economic Development and Providing basic financial security benefits to Kenyans by managing and controlling financial resources, including funds, assets, and investments. This objective can only be achieved through an elaborative procedure backed by legal frameworks. Since the initial implementation and first re-engineering, a number of legal frameworks have been enacted and especially on public finance reforms. This therefore requires a review of all the existing PFM systems within the National Treasury with a view to identifying integration points and developing a common reference architectural and integration framework for IFMIS to improve financial reporting.
7. **Technology Modernization:** The IFMIS system is deployed across all state departments and county governments, designated as the government's sole financial system by the national treasury. Securing and sustaining the system is a top priority, considering the rapidly changing global technology landscape. Therefore, this upgrade will include an assessment of technology options, considering hardware, software, license models, security, and networks, to determine the most cost-effective and innovative solution.

SCOPE OF THE WORK

The scope of this IFMIS assignment is classified into two broad areas as,

1. Assessment and Impact Analysis of migrating from Cash Basis of accounting to accrual basis of accounting:
 - a. Conduct a comprehensive analysis of the existing IFMIS ecosystem, including applications, databases, infrastructure, and hardware, to determine capacity and readiness for proposed reforms.
 - b. Identify licensing, hardware, and software requirements to support the proposed reforms.
 - c. In consultation with stakeholders develop a strategy for implementing the proposed reforms i.e., accrual accounting, the new Chart of Accounts (SCOA), eGP integration and Treasury Single Account.
 - d. Perform a detailed impact analysis of supporting systems, applications, and hardware, ensuring alignment with GFSM 2014 and IPSAS standards while identifying risks and developing mitigation strategies.
 - e. Identify configurations necessary to ensure the system meets IPSAS standards, National Treasury requirements and increased system usage.
 - f. Document the AS-IS business processes and generate requirements for designing TO-BE process models and solutions.
 - g. Assess and recommend necessary training and capacity-building activities for successful implementation of the reform agenda.
 - h. Develop a detailed work plan, including milestones, interdependencies, and a step-by-step guide for reform adoption including strategy for transitioning MDAs and counties to accrual-based accounting.
 - i. Analyze the proposed Chart of Accounts, assess its impact on the current system, and recommend mitigation measures for potential challenges.
 - j. Evaluate the current technical architecture to ensure alignment with proposed reforms, including assessing system readiness through a review of existing interfaces, data exchange protocols, infrastructure requirements, and new interfaces needed to support the transition to accrual accounting. Identify potential integration risks and formulate mitigation strategies and contingency plans.
 - k. Guide on data migration plan for transition to accrual accounting
2. IFMIS Business Process re-engineering:
 - a. Review existing PFM systems and identify integration areas that will support IFMIS achieve its mandate of ensuring transparent financial management and standardized financial reporting.
 - b. Assess the current system and processes by conducting a thorough process audit to map existing workflows, pinpoint inefficiencies, and identify compliance gaps. This will involve gathering input from key stakeholders, including end-users, while also evaluating the IFMIS's functionality, integration capabilities, and scalability to ensure it meets its mandate.
 - c. Redesign business processes by setting benchmarks aligned with international public finance standards, such as IPSAS and GFS, to ensure compliance, efficiency and alignment to PFM regulations. The focus will be to prioritize critical functions like Plan-to-Budget, Procure-to-Pay, and Record-to-Report while simplifying workflows by eliminating redundancies and unnecessary steps.

- Additionally, incorporating best practices from successful IFMIS implementations with inputs from stakeholders for improved performance and effectiveness.
- d. Develop a change management strategy by effectively communicating the benefits of the redesign to stakeholders, building user capacity through training, addressing resistance with targeted strategies, and using feedback mechanisms to monitor progress and refine processes.
 - e. Provide recommendations for upgrade or customizations of the IFMIS system by selecting appropriate technology, implementing scalable modular components, enhancing security and system resilience, to ensure functionality, performance, and integration are supported correctly.

A) IFMIS READINESS ASSESSMENT FOR TRANSITION TO ACCRUAL ACCOUNTING, IMPLEMENTATION OF A TREASURY SINGLE ACCOUNT SYSTEM AND INTEGRATIONS TO ELECTRONIC GOVERNMENT PROCUREMENT AND OTHER RELATED TREASURY SYSTEMS

INTRODUCTION

The Constitution of Kenya, 2010 under Article 201 (a) and (e) enumerated the principles of public finance. The following principles shall guide all aspects of public finance in the Republic of Kenya:

201 (a) there shall be openness and accountability, including public participation in financial matters;

(e) financial management shall be responsible, and fiscal reporting shall be clear.

In 2012, the Public Finance Management Act was enacted. The National Treasury and Public Sector Accounting Standards Board were established under Section 11 and Section 192 of the Public Finance Management Act, 2012, respectively. This initiated a standardized way of financial reporting in the public sector since the financial year 2013/2014. Public entities in Kenya adopt international reporting standards (whether cash or accrual-based) except commercial public sector entities that use IFRS. This standardized reporting has enhanced quality and comparability within the public sector.

Since 2014, MDAs, Development Projects, County Governments, and their respective entities have been reporting on a modified cash basis. The gaps experienced in cash accounting have led to the need for accrual accounting. A major gap in the cash basis of accounting is the incomplete recording of assets and liabilities in the public sector. With the accrual basis of accounting, entities will report on their assets and liabilities and revenues earned and expenditures incurred irrespective of when cash is exchanged.

On January 15, 2024, the Cabinet of Kenya approved the implementation of Treasury Single Account (TSA) and the full roll-out of the e-Government Procurement (e-GP) system to enhance transparency, accountability, and efficiency in public resource management. On March 7, 2024, the Cabinet further approved the transition from cash to accrual accounting, effective July 1, 2024, under a three-year transition period. This transition was gazetted on 30-Aug-2024, 2024, through Gazette Notice No. 11033, prescribing the use of standards for financial reporting as follows: the International Financial Reporting Standards (IFRS) for State Corporations and County Corporations carrying out commercial activities and the International Public Sector Accounting Standards (IPSAS) accrual basis for all other public sector entities. A steering committee was also gazetted on the same date to lead and oversee the successful migration to accrual accounting.

The system needs to be re-engineered to support accrual accounting and the Treasury Single Account (TSA). The revised Standard Chart of Accounts (SCOA) will be configured into the

system to align with accrual accounting, ensuring complete reporting of assets and liabilities. This will enable the government to make more informed decisions, as well as provide full documentation of government liabilities, including public debt, pending bills, and pensions, which can then be better managed and planned for settlement when due.

The National Treasury has therefore initiated a project to implement the Treasury Single Account, electronic Government Procurement (e-GP), accrual accounting, and update the SCOA from GFSM 2001 to GFSM 2014. These reforms aim to enhance budgeting, resource accountability, and improve monitoring and analysis across key sectors such as social services, environment, gender, climate change, youth, and children.

Before implementing the Treasury Single Account (TSA), upgrading the Standard Chart of Accounts (SCOA), eGP integration, and transitioning to accrual-based accounting, the Government of Kenya (GoK) must carefully evaluate key pre-implementation factors. This assessment is crucial to identify and mitigate potential risks both during and after implementation, ensuring a smooth transition.

Objectives of the Assignment

The primary objective of this assignment is to establish the necessary pre-conditions for the successful implementation of accrual accounting, TSA, eGP integration and the revised SCOA. As part of this initiative, a comprehensive review of the configurations and setup within the existing IFMIS is essential. This evaluation will result in a detailed readiness assessment report, outlining the required efforts to implement TSA, eGP integration, transition to accrual accounting, and the revised SCOA, while supporting the migration from cash-based to accrual-based accounting in IFMIS.

Scope of the Assignment

- Review the current IFMIS configurations and customizations to ensure alignment with the new SCOA and assess the impact of migrating from cash-based to accrual accounting.
- Review of the current IFMIS budgeting tool-Hyperion configurations and customization to ensure alignment to the new SCOA and assess the impact on the current budgeting process within the government.
- Develop a comprehensive review of the current IFMIS cash basis model (AS-IS), document existing business processes and workflows for the national treasury and create a detailed migration plan to transition to the accrual accounting model (To-Be).
- Conduct a gap analysis of the proposed accrual processes and identify any additional modules needed within the current IFMIS implementation. Assess any additional licensing requirements to support the new Standard Chart of Accounts (SCOA) and the transition to accrual accounting.
- Conduct a review of proposed accrual processes for budgeting, financial reporting requirements, data migration plans, and the assets and liabilities reporting framework. Provide a detailed report outlining the impacts of migrating to accrual accounting and the new Standard Chart of Accounts (SCOA), along with recommended mitigations.
- Conduct stakeholders' engagements through workshops and develop a comprehensive change management and capacity-building strategy, including a transition plan and potential stop-gap measures and rollback plans for unexpected outcomes.
- Identify, document, and evaluate the necessary configuration changes in IFMIS financial modules and existing integrations to support the new SCOA and ensure seamless integration with third-party applications.

- Identify key functionalities unsupported by current IFMIS and recommend extensions for accrual accounting migration.
- Review the IFMIS software licensing regimes, including Oracle application and technology licenses, to recommend updates that align with the migration to accrual accounting, the incorporation of the new SCOA, and the implementation of TSA, while also considering the anticipated increase in system users and other government entities. Additionally, assess the computing infrastructure and applications to recommend necessary upgrades for the accrual accounting migration.
- Configure a proof-of-concept- Conference room pilot (CRP) instance in IFMIS to demonstrate key changes envisaged in the accrual accounting processes.
- Develop a comprehensive Terms of Reference (TOR) for accrual accounting implementation.
- Review critical audit issues noted by OAG in consultation with stakeholders due to application of cash basis of accounting and recommend roadmap for resolution.
- Review proposed financial reporting templates recommended by PSASB for accrual accounting and establish critical configuration requirements to be addressed in the configuration of the system to support accrual accounting such as dual ledger for reporting in both cash and accrual.
- Deliver a comprehensive impact analysis report, tentative work plan for integration of TSA, new SCOA implementation, establish interdependencies, and model the optimal approach for transitioning to accrual accounting.

Delivery Approach

The consultant will be required to employ various data collection tools like surveys, focus groups, interviews, workshops, secondary data analysis et al with the various stakeholders to gather and validate all the required information and documents to assist in delivering this assignment

Duration and Location

The assignment will be completed as follows: -

1. 3 months for data gathering.
2. 1 Months for documentation and data validation

Key Output and Deliverables

The key output for this assignment will be to provide a detailed migration document to guide the department on implementation to New SCOA and Accrual accounting model; key consideration will be: -

1. Software Requirements Specification for IFMIS Applications, outlining the necessary upgrades to accommodate the new SCOA and facilitate the transition from cash to accrual accounting.
2. Detailed report on Configuration, Extension, Modification, Localization, and Integration (CEMLI) requirements, identifying system extensions essential for integrating the new SCOA.
3. Impact analysis report providing clear effort estimates required for implementing the new SCOA within the existing IFMIS environment.
4. Provide a clear mapping of the new reporting templates developed by PSASB to IFMIS for reporting purposes.
5. Capacity building strategy tailored for IFMIS users to ensure seamless adoption of the new system.

6. Redesign IFMIS accounting model to accrual and all related business processes and data flows designs.
7. Document, considerations for configuring the proposed reporting framework such as ledger configurations.
8. Develop and design architecture of computing equipment required to support TSA implementation and eGP integration.
9. Creation of a proof of concept/prototype within IFMIS to demonstrate the accrual process in alignment with stakeholder expectations.
10. Documentation of the required internal and external resources for the implementation and support of the new installation.

B) IFMIS BUSINESS PROCESS RE-ENGINEERING

As the global community strives to recover from the pandemic, one significant outcome for advanced economies is the adoption of digitalization technologies. In alignment with this trend and in a bid to compete internationally, the Kenya Government has pronounced its commitment to digitize all government services as a major reform initiative. Within this digitalization framework, the government acknowledges the critical role of enhancing financial management systems through various public financial sector reform endeavors. These initiatives aim to augment transparency, accountability, and responsiveness to public financial resources, ultimately improving the quality of public service delivery. It also recognizes that an efficient Public Finance Management (PFM) system is a catalyst for economic growth and development and will be instrumental on the optimization of the resources and the quest to meet this goal, the Integrated Financial Management System (IFMIS) is therefore a component of the larger Government's Public Finance Management (PFM) reform agenda. IFMIS has played a pivotal role in the digital transformation, actively contributing to Kenya Kwanza, Bottom-Up Economic Transformation Agenda (BETA) by enhancing efficiency and effectiveness in service delivery, supporting governance structures, and improving controls for cost savings.

To align with the mandate of the Integrated Financial Management Information System (IFMIS), there is a critical need to enhance the visibility of government financial transactions through integration with other PFM systems and automation of manual processes involved in budget formulation and execution. This necessitates a Business Process Re-engineering (BPR) to improve organizational efficiency, effectiveness, and adaptability to evolving circumstances leading to a more efficient, transparent, and adaptable financial management system aligned with the government's strategic goals.

Key activities include:

- Analyze current systems to identify integration opportunities with IFMIS for seamless data flow and improved functionality.
- Conduct a comprehensive review of end-to-end IFMIS AS-IS processes to identify manual activities that can be automated.
- Identify and remove duplicate or redundant processes within IFMIS to streamline operations.
- Design process maps for re-engineered workflows and establish the TO-BE processes in consultation with stakeholders and in alignment with PFM regulations.

- Review PFM regulations that support IFMIS to identify gaps that needs to be addressed in the development of To-Be processes.
- Assess the system's ability to automate, integrate, and consolidate financial reporting processes effectively.
- Determine the technological upgrades needed to support the re-engineered processes and enhance system performance.
- Define system design requirements to integrate and operationalize TSA within IFMIS.
- Provide project management and technical support for the initial implementation of accrual accounting and related processes.
- Integrate advanced financial system features to enable the development and customization of streamlined end-to-end business processes.
- Review the IFMIS strategic plan in consultation with stakeholders to develop an actionable roadmap for implementation.
- Create an IFMIS service desk strategy in collaboration with stakeholders to improve system support and user experience.
- Develop strategy for financial controls to minimize risks in financial management through enhanced processes that are aligned to PFM regulations.
- Establish guidelines for automating manual processes to support accrual accounting migration.
- Facilitate the creation of a long-term, secure, and sustainable plan for the modernization of IFMIS.

Scope of the assignment

- (1) Undertake a diagnostic Assessment of the current automated business processes within IFMIS to document the current state (AS-IS), aligning with prevailing legal, policy, and institutional frameworks governing Public Financial Management (PFM) and IFMIS operations across National and County Governments.

The objective of this activity is to pinpoint any gaps, redundancies in processes, and ensure alignment with legal, policy, and institutional frameworks. The areas covered in this diagnostic assessment include: -

- a) Examination of all existing IFMIS business processes.
- b) Current PFM legal, policies and institutional frameworks for prudent utilization of resources.
- c) Analysis of existing customizations, setups, and controls
- d) Evaluation of the efficiency and utilization of reports, encompassing both statutory and management reports.
- e) Assessment of IFMIS System User governance, delineating roles, and responsibilities for both Ministries, Departments, and Agencies (MDAs) and Counties, as well as IFMIS Super Users.
- f) Review of IFMIS support mechanisms and change management processes.

- (2) Analyze current financial business processes and Systems with the relevant key business process stakeholders to establish integration requirements that enhances transparent financial management and standard financial reporting. It is worthwhile to note that the mandate of the National Treasury and Planning Ministry is rooted in Article 225(1) of the Constitution of Kenya, 2010. This article stipulates that an Act of Parliament shall provide for the establishment, functions, and responsibilities of the National Treasury. The realization of this provision is manifested in the Public Finance Management (PFM) Act of 2012. Moreover, the roles and obligations of the National Treasury and Planning stem from Executive Order No.1 of 2018 (Revised). Additionally, Article 226(1)(a) of the Constitution emphasizes that "*An act of Parliament shall provide for the keeping of financial records and the auditing of accounts of all governments and other public entities and prescribe other measures for securing efficient and transparent fiscal management*". This constitutional directive is implemented through Section 12(1)(e) of the Public Finance Management Act, 2012, "*Subject to the constitution and this Act, the National Treasury shall design and prescribe an efficient financial management system for the national and county governments to ensure transparent financial management and standard financial reporting as contemplated by Article 226 of the constitution*".

The initial objective of IFMIS Re-engineering was to consolidate fragmented data at the National treasury. This vision has been altered by the current installation of close to seventeen (No.17) PFM systems in the National Treasury. Therefore, there is need to review relevant PFM systems, within their legal mandate and develop integration requirements for future state (To-Be) IFMIS business processes.

- (3) Review any other PFM external systems not under The National Treasury mandate and develop integration framework for processes that are likely to enhance financial reporting and improve financial controls.
- (4) Redesign business processes by aligning with international standards like IPSAS and GFS to ensure efficiency and compliance with PFM regulations, while streamlining workflows by removing redundancies. Incorporating best practices from successful IFMIS implementations will further enhance performance and effectiveness.
- (5) Design and develop an Implementation roadmap of TSA. Each Government department have been operating various banks some in commercial banks and others in central bank of Kenya. Though IFMIS has implemented Auto bank reconciliation and integrated only to Central banks of Kenya, this has limited visibility on bank balance effectively affecting the monitoring and prudent utilization of financial resources.
- (6) Review Legal frameworks to re-align with the need for re-engineering, mainly focusing on PFM Act. 2012 and its regulations and PPAD Act 2015 and its regulation and any other laws with a view to enhance the adoption and utilization of the IFMIS system in all public sector departments. The review will include proposals for changes within the regulations to support automation.
- (7) Review modernization of IFMIS infrastructure and the adoption of modern technologies to make the system scalable to support the re-engineered Business processes in alignment with The National Treasury strategy. This scope will evaluate the current emerging technologies with an idea of innovation to optimize infrastructure.

This review will consider:

- a. Hardware, including computing infrastructure and cloud computing.

- b. Exploration of Emerging Technologies such as artificial intelligence and machine learning languages.
 - c. Assessment of Integration Frameworks.
 - d. Examination of Business Intelligence tools.
 - e. Evaluation of Cybersecurity Measures and Access Controls.
 - f. Analysis of Networking and Communication Infrastructure
- (8) Review IFMIS licensing framework in line with re-engineered processes to establish the most optimal licensing model. Upon completion of the Business Process Re-engineering, the consultant will: -
- a. Establish new modules required to support the re-engineered processes.
 - b. Establish Technology licenses required to support the re-engineered processes.
 - c. Establish licensing requirements that are optimal for implementing the enhanced business processes.
 - d. Confirm to the National Treasury that the current or proposed licensing model provides value for money invested in this initiative.
- (9) Review IFMIS accounting model to establish which processes can be enhanced or Automated once Accrual accounting has been Implemented.
- (10) Develop sustainable training strategy including training manuals for all re-engineered business processes.
- (11) Develop implementation and roll out plans to all public entities in national and county governments for the re-engineered business processes.
- (12) Develop communication to change mechanism sensitization, capacity building and training for end users and IFMIS staff.
- (13) Review IFMIS business continuity plans, and security measures adopted and provide recommendations on areas of improvement.
- (14) Develop IFMIS Service Desk strategy in alignment with ICTA guidelines.
- (15) Develop a configuration framework within IFMIS to adopt other government entities into IFMIS such as sub-county governments, municipalities, SAGAs, and parastatals.

Delivery Approach

The consultant will be required to employ various data collection tools like surveys, focus groups, interviews, workshops, secondary data analysis et al with the various stakeholders to gather and validate all the required information and documents to assist in delivering this assignment.

Duration and Location

The assignment will be completed as follows: -

1. 4 months for data gathering.
2. 3 Months for documentation, data validation and sign-off.

Key Output and Deliverables

No.	Activities	Description	Output and Deliverables
1.	Inception of IFMIS Business Process Review & Development of Blueprint	In consultation with The National Treasury and key stakeholders, articulate and precisely outline the objectives and scope of the business process reengineering, ensuring a shared understanding and clarity in the overall assignment. This involves a clear articulation of the intended outcomes and identifying specific areas and required stakeholders within the existing processes that require improvement.	<ul style="list-style-type: none"> • Inception Report
2.	Map Current Processes	<p>Map the current processes comprehensively creating detailed process maps, to provide a thorough understanding of the existing financial processes within The National Treasury. Identify key elements such as inputs, outputs, activities, and decision points within the current processes. The consultant to Identify key Stakeholders and process owners, conduct engagement workshops to map out AS-IS processes.</p> <p>Draft current end to end processes</p>	<ul style="list-style-type: none"> • AS-IS Business Processes
3.	Identify Key Performance Indicators (KPIs)	<p>The identification of Key Performance Indicators (KPIs) is integral to the reengineering process. The consultant to define specific metrics that closely align with the overarching objectives of the reengineering assignment into quantifiable benchmarks, providing a structured means to gauge and evaluate the success of the redesigned processes as a framework for measuring performance and gaining insights into the effectiveness of the implemented changes.</p> <p>The consultant to establish measurable metrics to evaluate the effectiveness of current processes and track future improvements.</p>	<ul style="list-style-type: none"> • Indicative KPIs
4.	Technology Assessment	<p>The consultant to perform a technology assessment to evaluate how technological solutions can enhance the redesigned processes. This involves analyzing options such as decommissioning redundant systems, reconfiguring new processes within the IFMIS, automating manual workflows, or adopting innovative technologies aligned with the objectives of the reengineering process. The goal is to identify opportunities to enhance efficiency, streamline operations, and leverage advanced tools for optimized outcomes.</p> <p>Additionally, the consultant is expected to review the current integration framework within the PFM ICT systems and develop a unified reference architecture. This framework will guide future</p>	<ul style="list-style-type: none"> • Technology Assessment Report

		implementations and integrations, focusing on achieving optimal data sharing.	
5.	Gap Analysis	The consultant will organize engagement and process design workshops, as well as gap analysis workshops, to ensure effective collaboration and thorough analysis.	<ul style="list-style-type: none"> • Re-engineering recommendations from stakeholders • Gap Analysis report
6.	To-Be Business Process	<p>Once the As-Is requirements and technology Assessment have been documented, the consultant will identify and map the key business objectives, functional requirements, supplemental requirements, and gaps for each process cycle to the To-Be processes. Detailed Business Process Notation (BPMN) models will be developed for each end-to-end process, covering Plan-to-Budget, Record-to-Report, Procure-to-Pay, Revenue-to-Cash, and ICT-to-Change components within the IFMIS.</p> <p>The consultant will redesign the processes to establish a clear and comprehensive vision for the To-Be state. This will include defining necessary changes, eliminating redundant processes, and integrating innovative technologies to enhance efficiency. The redesign will align with Kenya laws and regulations, incorporate benchmarking insights, and adhere to existing regulations.</p>	<ul style="list-style-type: none"> • Document To – Be business processes • Business Process Notation model documented with detail on each process decomposition from level1(Responsible, Accountable, Consulted, Informed RACI Matrix) to level 5(expected Standard Operating Procedure) • Listing of integration touchpoints
8.	Organizational Impact Analysis	<p>Conducting an impact analysis through a comprehensive examination of how proposed changes will influence various facets of the National Treasury, including its structure, roles, and responsibilities in alignment with its Mandate and strategy.</p> <p>Organization Roles and responsibilities</p>	<ul style="list-style-type: none"> • Impact Assessment report

9.	Develop Implementation Plan	Determine the strategic sequence for introducing changes through a thoughtful prioritization of actions, considering their respective impact, dependencies on one another, resource allocation in line with allocation of budgetary resources and personnel necessary for the effective execution of the implementation plan.	<ul style="list-style-type: none"> • Change Management and Capacity Building Plan • Implementation Workplan. • IFMIS Re-engineering blueprint.
10.	Identify Key Performance Indicators (KPIs) - Refinement	Refine and validate KPIs to ensure they align with the redesigned processes and future goals.	Refined KPIs

The IFMIS system currently operates on a three-piece framework:

- Application-Release 12.1.3 to upgrade to 12.2.10
- Database Version 19c, and
- Re-engineering Oracle Computing Equipment.

Experience of the consulting Firm

The consulting firm should possess the following experience and capabilities:

- Demonstrate experience with business process modeling techniques and have hands-on experience with process improvement projects.
- 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)
- 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)
- Experience in Quality Assurance, business Advisory, and technology transformation.
- Must be a Registered Oracle Partner
- Demonstrate thorough knowledge of IPSA cash and accrual accounting legal and regulatory frameworks
- Experience in implementation and monitoring of public sector accounting systems.
- Expertise in Oracle technology relevant to IFMIS implementations.
- 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.
- Familiarity with public financial management across African countries.
- Experience in capacity building, skill transfer, and stakeholder engagement
- Registered with relevant professional Body

The experience of the Firm will be evaluated as below:

Appendix 1: The national Treasury Applications

	System Name	Directorate	Justification for Re-engineering
1	Integrated Financial Management Information System (IFMIS)	Accounting Services	This is the Core Government Financial Management System. All peripheral PFM systems should integrate with IFMIS
1.1	Oracle E-Business Suite	Accounting Services	This is the Core Financial Management PFM system that tracks budget execution and utilization across all government MDAS and Counties. There is need to bring all other Government entities like SoEs and State Corporations on one unified system
1.2	Hyperion Budgeting and Financial Module	Accounting Services	This is the Core PFM that is used to Manage Budgeting planning across all government entities. There is need to link it to the Oracle E-Business Suite to ensure that all budget execution actual figures are synced to Hyperion to allow for fiscal consolidation and have 360-degree view of an apples-to-apples comparison of Printed Budget Estimates vs Actual expenditure incurred
2	Pension Management Information System (PMIS)	Public Investment & Portfolio Management	This PFM System Manages the government pension system
3	PIM System	Public Investment & Portfolio Management	
4	Car Loan MIS	Administration	TBA
5	Self-Insurance Management Solution (SimSol)	Administration	TBA
6	Access to Government Procurement Opportunities (AGPO) Registration System	Budget, Fiscal & Economic Affairs	TBA
7	CS-DRMS (Commonwealth Secretariat Debt Recording and Management System)	Public Debt Management Office	This system is used to manage and record debts incurred by GOK. There needs to be an integration with IFMIS to ensure seamless payments of debt from IFMIS to CBK
8	The Commonwealth Meridian	Public Debt Management Office	This system is used to manage and record debts incurred by GOK. There needs to be an integration with IFMIS to ensure seamless payments of debt from IFMIS to CBK

9	Government Investment Management Information System (GIMIS)	Public Investment & Portfolio Management	This system is used to manage public investments via the PIMS portal. We need to integrate this with IFMIS Hyperion system to provide budget details
10	eGP - e Government Procurement	Budget, Fiscal & Economic Affairs	This system is the new e-procurement system. This needs to be integrated EBS to manage Commitments and obligations
11	E-citizen	Accounting Services	Access to Government Services, this needs to be integrated to IFMIS for revenue recognition

PRICE SCHEDULE

PRICE SCHEDULE			
S/N	Milestone Description	Cost Percentage	Cost
1	Readiness assessment for transaction to Accrual Accounting, Treasury Single account and integration to eGP and Other related Treasury Systems Phase	30%	
2	IFMIS Business process Re-engineering Phase	50%	
3	Hand Over Reports Signed Reports/Documents	20%	
4	Total Cost/Price	100%	

SECTION 6. CONDITIONS OF CONTRACT AND CONTRACT FORMS

Preface

1. This Section includes two types of standard contract forms for: A Lump-Sum Contract and a Time-Based Contract. Each type includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC includes clauses specific to each contract to supplement, but not over- write or otherwise contradict, the General Conditions of Contract.
2. Lump-Sum Contract. This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as draft or final reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified out puts and milestones. Never the less, quality control of the Consultant's outputs by the Procuring Entity s paramount.
3. Time-Based Contract. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Procuring Entity to closely supervise the Consultant and to be involved in the daily execution of the assignment.
4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. In some consultancy assignments such as design and construction supervision, both Lump- Sum and Time-Based Contracts are used and signed with the Consultant. In that case, the Lump-Sum Contract would apply for the design part of the Services while the construction supervision part would be based on a Time- Based Contract. In such event, both types of contracts shall be signed at the same time.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum Contract

Consulting Services

for:

Contract No.: _____

Contract Description: _____

Between

_____ *[Name of the Procuring Entity]*

and

_____ *[Name of the Consultant]*

Date:

FORM OF CONTRACT - LUMP-SUM

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

This CONTRACT (herein after called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* (herein after called the “Procuring Entity”) and, on the other hand, *[name of Consultant]* (herein after called the “Consultant”).

[If the Consultant consists of more than one entity, the above should be partially amended to read as follows: “... (hereinafter called the “Procuring Entity”) 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 Procuring Entity for all the Consultant's obligations under this Contract, namely, [name of member]and [name of member] (herein after called the “Consultant”).]

WHEREAS

- a) The Procuring Entity has requested the Consultant to provide certain consulting services as defined in this Contract (herein after called the “Services”);
 - b) the Consultant, having represented to the Procuring Entity 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 Procuring Entity has set aside a budget and funds toward the cost of the Services and intends to apply a portion of these funds towards payments under this Contract;
- NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached here to shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract;
 - 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; 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 Procuring Entity and the Consultant shall be asset for thin the Contract, in particular:
 - a) The Consultant shall carryout the Services in accordance with the provisions of the Contract; and
 - b) the Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to 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 Procuring Entity] [Authorized Representative of the Procuring Entity–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]*

[Note: 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]

SECTION 7: 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 Kenya.
 - b) “Consultant” means a legally-established professional consulting firm or entity selected by the Procuring Entity to provide the Services under the signed Contract.
 - c) “Contract” means the legally binding written agreement signed between the Procuring Entity 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).
 - d) “Procuring Entity” means the Procuring Entity that signs the Contract for the Services with the selected Consultant.
 - e) “Day” means a working day unless indicated otherwise.
 - f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - g) “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.
 - h) “Foreign Currency” means any currency other than the currency of Kenya.
 - i) “GCC” mean these General Conditions of Contract.
 - j) “Government” means the government of Kenya.
 - k) “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 Procuring Entity for the performance of the Contract.
 - l) “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.
 - m) “Local Currency” means the Kenya Shillings, the currency of Kenya.
 - n) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part here of under the Contract.
 - o) “Party” means the Procuring Entity or the Consultant, as the case may be, and “Parties” means both of them.

- p) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- q) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- r) “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.
- (t) “Third Party” means any person or entity other than the Government, the Procuring Entity, 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 Procuring Entity 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

2.2 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of Kenya.

4. Language

4.1 This Contract has been executed in the English language, 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 English Language. 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 here under 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 Kenya or elsewhere, as the Procuring Entity may approve.

8 Authority of Member in Charge

8.1 In case the Consultant is a Joint Venture, the members hereby authorize them ember specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation

the receiving of instructions and payments from the Procuring Entity.

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 Procuring Entity or the Consultant may be taken or executed by the officials specified in the SCC.

10 Corrupt and Fraudulent Practices

- 10.1 The government requires compliance with its policy regarding corrupt and fraudulent/prohibited practices as set forth in its laws and policies.

- 10.2 Commissions and Fees-**The Procuring Entity 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 by the Procuring Entity and/or sanctions by the PPRA.

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 Procuring Entity'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 there to.

13 Commencement of Services

- 13.1 The Consultant shall confirm availability of Key Experts and begins 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 GCC19 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.

17 Force Majeure

a. Definition

17.1 For the purposes of this Contract, "Force Majeure" means 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 in so far 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.

- a) 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.
- b) 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 Procuring Entity, shall either:
- c) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Entity, in reactivating the Services; or

- d) 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 or additional costs reasonably and necessarily incurred.

17.7 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 Procuring Entity may, by written notice of suspension to the Consultant, suspend all payments to the Consultant here under 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 Procuring Entity

19.1.1 The Procuring Entity 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 Procuring Entity 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 here under, 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 in to 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 Procuring Entity, 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 GCC13.

19.1.2 Furthermore, if the Procuring Entity determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

- a) The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Entity, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.
- b) If the Procuring Entity fails to pay any money due to the Consultant pursuant to this

Contract and not subject to dispute pursuant to Clause GCC45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

- c) 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.
- d) If the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC45.1.
- e) If the Procuring Entity 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 Procuring Entity 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 GCC14, all rights and obligations of the Parties here under 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 GCC22, (iii) the Consultant's obligation to permit in section, copying and auditing of their accounts and records set forth in Clause GCC25, 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 Procuring Entity, the Consultant shall proceed as provided, respectively, by Clauses GCC27 or GCC28.

e. Payment up on Termination

19.1.6 Up on termination of this Contract, the Procuring Entity shall make the following payments to the Consultant:

- a) Payment or 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

16. 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 Procuring Entity, and shall at all times support and

safeguard the Procuring Entity'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 Procuring Entity. 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 Kenya when

- a As a matter of law or official regulations, Kenya 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, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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

21 Conflict of Interests

21.1 The Consultant shall hold the Procuring Entity's interest 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 GCC21.1.3, 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 here under, 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 Procuring Entity on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Entity.

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 Procuring Entity, 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 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 Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or because of, the Services.

23 Liability of the Consultant

23.1 Subject to additional provisions, if any, set for in the SCC, the Consultant's liability under this Contract shall be as determined under 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 Procuring Entity, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Entity's request, shall provide evidence to the Procuring Entity 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 GCC13.

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 The Consultant shall permit and shall cause its Sub-consultants to permit, the PPRA and/ or persons appointed by the PPRA to inspect the Site and /or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PPRA if requested by the PPRA. The Consultant's attention is drawn to Clause GCC10 which provides, interlaid, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights provided for under this ClauseGCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of in eligibility under the PPRA's prevailing sanctions procedures.)

26 Reporting Obligations

26.1 The Consultant shall submit to the Procuring Entity 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 Procuring Entity 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 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.

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

28.2 Any equipment or materials brought by the Consultant or its Experts into Kenya 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 Procuring Entity 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 forth with 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 Procuring Entity finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Entity determine that Consultant's Expert or Sub consultant have engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practice while performing the Services, the Consultant shall, at the Procuring Entity'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 Procuring Entity to be incompetent or incapable in discharging assigned duties, the Procuring Entity, 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 Procuring Entity.
- 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 Procuring Entity

32 Assistance and Exemptions

- 32.1 Unless otherwise specified in the SCC, the Procuring Entity 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 Kenya while carrying out the Services under the Contract.
 - c Facilitate prompt clearance through customs of any property required for the Services and of their personal effects of the Expert and their eligible dependents.
 - d 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.
 - e 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 Kenya according to the applicable law in Kenya
 - f Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Kenya, of bringing in to Kenya 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.
 - g Provide to the Consultant any such other assistance as may be specified in the SCC.

33 Access to Project Site

33.1 The Procuring Entity 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 Procuring Entity 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 Kenya 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 39.1

35 Services, Facilities and Property of the Procuring Entity

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

36.2 Professional and support counterpart personnel, excluding Procuring Entity'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 as signed 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 Procuring Entity 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 Procuring Entity shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCCF 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 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. Currency of Payment

39.2 Any payment under this Contract shall be made in the currency (ies) of the Contract.

40 Mode of Billing and Payment

40.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

40.2 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.

40.2.1 Advance payment: Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Entity 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 Procuring Entity shall have approved in writing. The advance payments will be set off by the Procuring Entity in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.

40.2.2 The Lump-Sum Installment Payments. The Procuring Entity shall pay the Consultant within sixty (60) days after the receipt by the Procuring Entity of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Procuring Entity does not approve the submitted deliverable(s) as satisfactory in which case the Procuring Entity shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and there after the fore going process shall be repeated.

40.2.3 The Final Payment: The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall then be deemed completed and finally accepted by the Procuring Entity. The last lump-sum installment shall be deemed approved for payment by the Procuring Entity within ninety (90) calendar days after receipt of the final report by the Procuring Entity unless the Procuring Entity, 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 there after the fore going process shall be repeated.

40.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

40.2.5 With the exception of the final payment under 40.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations here under.

41 Interest on Delayed Payments

41.1 If the Procuring Entity had delayed payments beyond thirty (30) 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

42 Good Faith

42.1 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

43 Amicable Settlement

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

43.1.3 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.

44 Dispute Resolution

44.1.2 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.

SECTION 8: SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of Kenya
4.1	The language is: English
6.1 and 6.2	<p>The addresses are <i>[fill in at negotiations with the selected firm]</i>:</p> <p>For Procuring Entity The Principal Secretary The National Treasury Treasury Building, Harambee Avenue P.O. Box 30007 – 00100 Nairobi Email: procurement@treasury.go.ke</p> <p>For the Service Provider</p> <p>Consultant: _____ Attention: _____ Facsimile: _____ E-mail: _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state “N/A”;</i> <i>OR</i> <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ <i>[insert name of the member] (to be included during contract perpetration)</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: <i>The Principal Secretary, The National Treasury</i></p> <p>For the Consultant: <i>[name, title] (to be included during contract perpetration)</i></p>
11.1	The effectiveness conditions are the following: 1 Month
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be 1 Month</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be: contract effective date Confirmation of Key Experts’ availability to start the Assignment shall be</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	submitted to the Procuring Entity in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be: 12 months after contract signing date
21.1.3.	The Procuring Entity 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	<p>The following limitation of the Consultant’s Liability towards the Procuring Entity can be subject to the Contract’s negotiations:</p> <p>“Limitation of the Consultant’s Liability towards the Procuring Entity:</p> <p>(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 Procuring Entity’s property, shall not be liable to the Procuring Entity:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds two times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 20px;">(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;</p> <p style="padding-left: 20px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.</p>
24.1	<p>The insurance coverage against the risks shall be as follows: <u>to be included during contract perpetration</u></p> <p><i>[Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of _____ <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Procuring Entity’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the applicable law in the Procuring Entity’s country”];</i></p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the applicable law in Kenya”];</i></p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Applicable Law in Kenya, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	The additional rights to the use of the documents are: This shall be done under applicable laws
27.2	<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 Procuring Entity.] <u>to be included during contract perpetration)</u></p> <p><i>[OR]</i></p> <p>[The Procuring Entity 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> <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.]</p>
32.1 (a) through (f)	<i>[List here any changes or additions to Clause GCC 32.1. If there are no such changes or additions, indicate Not Applicable.] NOT APPLICABLE</i>
32.1(g)	<i>[List here any other assistance to be provided by the Procuring Entity. If there is no such other assistance, indicate Not Applicable for this Clause SCC 32.1(g).] NOT APPLICABLE</i>
38.1	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local taxes. <u>to be included during contract perpetration)</u></i></p> <p>Any 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 Procuring Entity <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 tax amounts provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal. <u>to be included during contract perpetration)</u></i></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
39.1 and 39.2	<p>The Procuring Entity warrants that <i>[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract’s negotiations (Form FIN-2]</i> <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> <i>OR</i> <i>If ITC16.3 does not indicate the exemption and, depending on whether the Procuring Entity shall pay the withholding tax or the Consultant has to pay, include the following:</i> “the Procuring Entity shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” <i>OR</i> “the Procuring Entity shall reimburse the Consultant, the Sub-consultants and the Experts”]</p> <p>any taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Procuring Entity’s country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of Kenya), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into Kenya 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;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Procuring Entity and which is treated as property of the Procuring Entity;</p> <p>(d) any property brought into Kenya by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of Kenya), 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 Procuring Entity’s country, provided that:</p> <p>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of Kenya in importing property into Kenya; and</p> <p>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Procuring Entity’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 Kenya, or (b) shall reimburse them to the Procuring Entity if they were paid by the Procuring Entity at the time the property in question was brought into the Procuring Entity’s country.</p>
40.2	<p>The payment schedule: <u>to be included during contract perpetration)</u></p> <p><i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <p>1st payment: <i>[insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 41.2.1]. E.g., “Twenty (20) percent of the lumpsum contract price shall be paid</i></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p><i>upon submission and approval of the Inception Report</i></p> <p>2nd payment: Example: Sixty (60) percent of the lumpsum Contract Price shall be paid upon submission of an acceptable Draft Report.</p> <p>3rd and Final Payment: Example: Twenty (20) percent of the lumpsum Contract Price shall be paid upon submission and approval of the Final Report.</p> <p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC38.1. Every Payment shall be subject to (i) submission to the Procuring Entity of the prerequisite Report and/or payment request documents, and, (ii) approval and acceptance of the said reports and documents by the Procuring Entity]</i></p>
40.2.1	<p><i>[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in Kenya Shillings] shall be made within <i>[insert number]</i> days after the receipt of an advance bank payment guarantee by the Procuring Entity. The advance payment will be set off by the Procuring Entity in equal portions against [list the payments against which the advance is offset].</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment.</p> <p>(3) The bank guarantee will be released when the advance payment has been fully set off.</p>
40.2.4	<p>The accounts are: <u>to be included during contract perpetration</u></p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
41.1	<p>The interest rate is: <i>[insert rate]</i>.</p>
44.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. Selection of Arbitrators. 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</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>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 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 Procuring Entity 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: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(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</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Procuring Entity's country nor the Consultant's country]</i>;</p> <p>(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</p> <p>(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.</p>

SECTION 9: APPENDICES

Appendix A – Terms of Reference

[*Note:* This Appendix shall include the final Terms of Reference (TORs) worked out by the Procuring Entity 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; Procuring Entity's input, including counterpart personnel assigned by the Procuring Entity to work on the Consultant's team; specific tasks or actions that require prior approval by the Procuring Entity.

Insert the text based on the Section 5 (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 5 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 – Remuneration Cost Estimates

1. Monthly rates for the Experts:

[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] 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] at the negotiations or state that none has been made.]

2. [*When the Consultant has been selected under Quality-Based Selection method, or the Procuring Entity has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

“The agreed remuneration rates shall be stated in the attached Form: Breakdown of Agreed Fixed Rates in Consultant's Contract. 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 Procuring Entity prior to the Contract's negotiations.

Should these representations be found by the Procuring Entity (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially in complete or inaccurate, the Procuring Entity shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially in complete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Procuring Entity before any such modification, (i) the Procuring Entity shall be titled 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 Procuring Entity to the Consultants, the Consultants shall reimburse to the Procuring Entity any excess payment within thirty (30) days of receipt of a written claim of the Procuring Entity. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with Clause GCC45. 1(d) of this Contract.”

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									
Work in Kenya									

Expressed as percentage of 1

1 Expressed as percentage of 4

* If more than one currency, add a table

Signature _____ Date _____

Name and Title: _____

Appendix D: Reimbursable Expenses Cost Estimates

- {Insert the table with the Reimbursable Expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The foot note shall list such changes made to [FormFIN-4] at the negotiations or state that none has been made.}
- All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.

Appendix E: Form Of advance Payments Guarantee

[Note: See Clause GCC 41.2 and

SCC41.2] Bank Guarantee for

Advance Payment

_____ [Bank's Name and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Procuring Entity] Date: _____

ADVANCE PAYMENT GUARANTEE No. _____

We have been informed that _____ [name of consultant or a name of the Joint Venture, same as appears on the signed Contract] (herein after called" the Consultant") has entered into Contract No. _____ [Reference number of the contract] dated _____ with you, 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 _____ [Amount in figures] () [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we _____ [name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] () [amount in words]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

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 copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the day of, 2__,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,

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

¹The 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 Procuring Entity.
²Insert the expected expiration dates. In the event of an extension of the time for completion of the Contract, the Procuring Entity 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 procuring Entity 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 Procuring Entity's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

SECTION 10. NOTIFICATION FORMS

1. NOTIFICATION OF INTENTION TO AWARD

Procuring Entity: _____ *[insert the name of the Entity]*
 Contract title: _____ *[insert the name of the contract]*
 RFP No: _____ *[insert RF Preference number]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) Request a debriefing in relation to the evaluation of your Proposal, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

The successful Consultant

Name:	<i>[insert name of successful Consultant]</i>
Address:	<i>[insert address of the successful Consultant]</i>
Contract price:	<i>[insert contract price of the successful Consultant]</i>

i) Short listed Consultants

[INSTRUCTIONS: insert names of all short-listed Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as readout, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion.]

	Submitted Proposal	Overall technical score	Financial Proposal Price	Evaluated Financial Proposal Price (If applicable)	Combined Score and ranking (if applicable)
<i>[insert name]</i>	<i>[yes/no]</i>	Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i> Criterion (iii): <i>[insert score]</i> <u>Sub-criterion a:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion b:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion c:</u>etc. Criterion (iv): <i>[insert score]</i> Criterion (v): <i>[insert score]</i> Total score: <i>[insert score]</i>	<i>[Proposal price]</i>	<i>[evaluated price]</i>	<u>Combined Score:</u> <i>[combined score]</i> <u>Ranking:</u> <i>[ranking]</i>
<i>[insert name]</i>	<i>[yes/no]</i>	Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i> Criterion (iii): <i>[insert score]</i>	<i>[Proposal price]</i>	<i>[evaluated price]</i>	<u>Combined Score:</u> <i>[combined</i>

		<u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u>etc. Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]			score] <u>Ranking:</u> [ranking]
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u>etc. Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]
[insert name]

(ii) Reason/s why your Proposal was unsuccessful [Delete if the combined score already reveals the reason].

[INSTRUCTIONS; State the reason/s why this Consultant's Proposal was unsuccessful. Do NOT include: (a) a point-by-point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]

iii) How to request a debriefing [This applies only if your proposal was unsuccessful as stated under point (3) above].

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time). You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within five (5) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Procuring Entity]

Email address: [insert email address]

Fax number: [insert fax number] delete if not used

If your request for a debriefing is received within the 5 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fourteen (14) Business Days from the date of publication of the Contract Award Notice.

(iv) How to Make a Complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [*insert date*] (local time).

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

Attention: [*insert full name of person, if applicable*]

Title/position: [*insert title/position*]

Agency: [*insert name of Procuring Entity*]

Email address: [*insert email address*]

Fax number: [*insert fax number*] *delete if not used*

[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:

You must be an 'interested party'. In this case, that means a Consultant who has submitted a Proposal in this selection process and is the recipient of a Notification of Intention to Award.

The complaint can only challenge the decision to award the contract.

You must submit the complaint within the deadline stated above.

You must include, in your complaint, all of the information required by the Procuring Entity.

(v) Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).

The Standstill Period lasts ---- (specify the number of business days as per Data Sheet 30.1) Business Days as specified in the Data Sheet after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of _____ [*insert the name of the Procuring Entity*]: Signature: _____

_____ Name: _____

_____ Title/position: _____

Telephone: _____

Email: _____

2 REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... **APPLICANT**

AND

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

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20..... for(Tender description).

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

SIGNED (Applicant) Dated on..... day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED
Board Secretary

3. LETTER OF AWARD

[use letterhead paper of the Procuring Entity] [date] _____ To: _____ [name and address of the winning Consultant]

Subject: *Notification of Award Contract No.*.....

This is to notify you that your Proposal dated _____ [insert date] for consulting services for [name of the assignment] as negotiated with you on _____ for the contract amount of _____ [Insert amount in numbers and words and name of currency] is here by accepted by our agency.

You are requested to:(i) sign and return the draft negotiated Contract attached here with within eight (8) Business Days from the date of receipt of this notification; and (ii) furnish the additional information on beneficial ownership in accordance with the Data Sheet of ITC 32.1 within eight (8) days using the Beneficial Ownership Disclosure Form, included in Section 7 of the Request of Proposals.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: *Draft Negotiated Contract*

BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.: _____ [insert identification no] Name of the Tender Title/Description: _____ [insert name of the assignment] to: _____ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated __ [insert date of notification of award] to furnish additional information on beneficial ownership: __ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners		% Of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name		Directly----- ----- % of shares	Directly..... % Of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly? Direct..... Indirect.....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----No---- 2. Is this influence or control exercised directly or indirectly? Direct..... Indirect.....
	National identity card number or Passport number					
	Personal Identification Number (where applicable)		Indirectly---- ----- % of shares	Indirectly----- % of voting rights		
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					

Details of all Beneficial Owners		% Of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
Occupation or profession					
2.	Full Name National identity card number or Passport number Personal Identification Number (where applicable) Nationality(ies) Date of birth [dd/mm/yyyy] Postal address Residential address Telephone number Email address Occupation or profession	Directly----- ----- % of shares Indirectly---- ----- % of shares	Directly..... % of voting rights Indirectly----- % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No---- 2. Is this right held directly or indirectly? Direct..... Indirect.....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----No---- 2. Is this influence or control exercised directly or indirectly? Direct..... Indirect.....
3.					
etc.					

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer:[insert complete name of the Tenderer]_____*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Designation of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date this [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant]"

Name of the Consultant:[insert complete name of the Consultant]_____*

*Name of the person duly authorized to sign the Proposal on behalf of the Consultant: ** [insert complete name of person duly authorized to sign the Proposal]*

Title of the person signing the Proposal: [insert complete title of the person signing the Proposal]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of..... [Insert month], [insert year]

*In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a Joint venture, each reference to "Consultant" in the Beneficial Ownership Disclosure Form (including this Introduction there to) shall be read to refer to the joint venture member.

**Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.

Request for Proposal Reference No.: _____ [insert identification no] Name of the Assignment: _____ [insert name of the assignment] to: _____ [insert complete name of Procuring Entity]

In response to your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

V) We here by provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

OR

ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant.

OR

iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]

PRE-BID CONFERENCE ATTENDANCE FORM

This is to certify that M/s (Name of the Tenderer) have participated in the virtual Pre – bid conference meeting held on for the
(Tender Number and Tender Name)

I..... **Head, Supply Chain Management Services** and Client Representative of the National Treasury and Planning do hereby certify that
(Name of tender/tenderers representative)

of.....
(Name of bidding firm and address)

Have actually attended the Pre-Bid Conference Meeting for the provision of
...
(Name of the services for which bids are invited)

This.....day of.....month.....20.....

.....
Signature

.....
Official Stamp

Declaration (by Tenderer)

I.....
(Name of tenderer)

Do hereby declare that we have participated in the pre-bid conference virtual meeting held on for the above services.

.....
Signature Stamp

.....
Date

.....
Official