



**National Drought Management
Authority**

**Tender For
Provision of Payment Services for Hunger Safety Net
Programme (HSNP) Cash Transfer**

TENDER NUMBER: NDMA/RFP/01/2025-2026

CATEGORY: OPEN

TENDER ISSUE DATE: 16th June 2026

TENDER CLOSING DATE: 25th June 2026 at 10.30 A.M

PROCURING ENTITY: NATIONAL DROUGHT MANAGEMENT AUTHORITY	
TENDER NUMBER	NDMA/RFP/01/2025-2026
CATEGORY	CONSULTANCY SERVICES
TENDER DESCRIPTION	REQUEST FOR PROPOSAL FOR PROVISION OF PAYMENT SERVICES FOR HUNGER SAFETY NET PROGRAMME (HSNP) CASH TRANSFER
SELECTION METHOD	QUALITY AND COST BASED SELECTION
APPROACH TO MARKET	OPEN TENDER
CONTRACT TYPE	LUMPSUM
INVITATION DATE	16 th June 2026
SUBMISSION DATE	25 th June 2026 at 10. 30A.M

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SECTION 1: LETTER OF REQUEST FOR PROPOSAL

INVITATION TO TENDER

PROCURING ENTITY: The National Drought Management Authority

Contract Name and Description: Request for Proposal for Provision of Payment Services for Hunger Safety Net Programme (HSNP) Cash Transfer

1. The National Drought Management Authority invites sealed **Proposal for Provision of Payment Services for Hunger Safety Net Programme (HSNP) Cash Transfer**
2. Tendering will be conducted under open competitive method **National** using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours i.e. **0800 to 1700 hours** at the address given below.
4. Tender documents may be obtained electronically from the Website(s) **www.ndma.go.ke** and **www.tenders.go.ke** . Tender documents obtained electronically will be free of charge.
5. Tender documents may be viewed and downloaded for free from the website **www.ndma.go.ke** and **www.tenders.go.ke**. Tenderers who download the tender document must forward their particulars immediately to **procurement@ndma.go.ke** to facilitate any further clarification or addendum.
6. A Bidder may submit a proposal for a single zone or for both zones.
7. Tenders shall be quoted be in Kenya Shillings and shall include all taxes. Tenders shall remain valid for **154 days** from the date of opening of tenders.
8. All Tenders must be accompanied by a Tender Security of Kenya Shillings Eight Million (KES 8,000,000)
9. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
10. Completed tenders must be delivered to the address below on or before **Thursday 25th June 2026 at 10.30am**. Electronic Tenders **will not be permitted**.
11. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
12. Late tenders will be rejected.
13. The addresses referred to above are:

A. Address for obtaining further information and for purchasing tender documents

**NATIONAL DROUGHT MANAGEMENT AUTHORITY,
LONRHO HOUSE, STANDARD STREET, 8th FLOOR P.O BOX 53547-00200,
NAIROBI, KENYA**

**ATTN: DEPUTY DIRECTOR, SUPPLY CHAIN MANAGEMENT,
NATIONAL DROUGHT MANAGEMENT AUTHORITY, LONRHO HOUSE, STANDARD
STREET, 8th FLOOR P.O BOX 53547-00200, NAIROBI.
CONTACT: 254 722200656/734652220**

EMAIL ADDRESS: procurement@ndma.go.ke

B. Address for Submission of Tenders.

**THE CHIEF EXECUTIVE OFFICER
NATIONAL DROUGHT MANAGEMENT AUTHORITY,
LONRHO HOUSE, STANDARD STREET, 8th FLOOR
P.O BOX 53547-00200, NAIROBI**

C. Address for Opening of Tenders.

**NATIONAL DROUGHT MANAGEMENT AUTHORITY,
LONRHO HOUSE, STANDARD STREET, 17th FLOOR BOARD ROOM
P.O BOX 53547-00200, NAIROBI**

SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

SECTION 2A. INSTRUCTIONS TO CONSULTANTS (ITC)

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 over-write, 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 2 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 is 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 Consultant 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 **Data Sheet**.
- 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. AJV 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 maybe ineligible if:
 - i) As a matter of law or official regulations, Kenya prohibits commercial relations with that country;
 - 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 there by 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 6.

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 score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the 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 into 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 with non-shortlisted Consultant(s), if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Procuring Entity prior to the submission of the Proposal. 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 TECHNICAL PROPOSAL SUBMISSION 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 ITC 10.1;
- 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 PPRAs' 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 23.

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 10.1, the evaluators 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 23.1.

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 eligibility and mandatory criteria to be used in preliminary examination of proposals are listed in the **Data Sheet**. Proposals that do not meet these requirements shall be disqualified and shall not be considered further in the technical evaluation of the proposals.

22.2 The Procuring Entity evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

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 to pass, 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 23.1 to 23.3.

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 breakdown 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 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

25.1 Subject to ITC 25.2, 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 in voices (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(c) 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 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.

D. 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 prerequisite 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.

32.6 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 31.1, 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 31.1 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 **Data Sheet**

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

SECTION 2B. DATA SHEET

ITC Reference																					
A. General Provisions																					
1(j)	<p>The name of the contract is: Proposal for Provision of Payment Services for Hunger Safety Net Programme (HSNP) Cash Transfer</p> <p>The reference number of the Contract is: NDM/RFP/01/2025-2026</p> <p>The number and identification of lots (contracts) comprising this Tender are: Not Applicable</p>																				
2.1	<p>Name of the Procuring Entity: National Drought Management Authority (NDMA)</p> <p>The consultant selection method is:</p> <table border="1"> <tr> <td>Quality and Cost Based Selection Method</td> <td align="center">QCBS</td> <td align="center">X</td> </tr> <tr> <td>Quality Based Selection Method</td> <td align="center">QBS</td> <td></td> </tr> <tr> <td>Least Cost Selection Method</td> <td align="center">LCS</td> <td></td> </tr> <tr> <td>Consultant Qualification Selection Method</td> <td align="center">CQS</td> <td></td> </tr> <tr> <td>Fixed Budget Selection Method</td> <td align="center">FBS</td> <td></td> </tr> <tr> <td>Single Source Selection Method</td> <td align="center">SSS</td> <td></td> </tr> </table>			Quality and Cost Based Selection Method	QCBS	X	Quality Based Selection Method	QBS		Least Cost Selection Method	LCS		Consultant Qualification Selection Method	CQS		Fixed Budget Selection Method	FBS		Single Source Selection Method	SSS	
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2.2	<p>Financial Proposal to be submitted together with Technical Proposal in separate envelopes:</p> <p>The name of the assignment is: Request for Proposal for Provision of Payment Services for Hunger Safety Net Programme (HSNP) Cash Transfer</p>																				
2.3	A pre-proposal conference will not be held :																				
2.4	The Procuring Entity will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: N/A																				
3.3 (iv)	Insert any other conflicting relationships: Public officers or other civil servants in Kenya																				
4.1	<i>[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]:</i> Not applicable.																				
6.2	Maximum number of members in the Joint Venture (JV) shall be: 0 (zero), Joint Venture not allowed.																				
6.6 (a)	The list of debarred firms and individuals is available at the PPRA’s website www.ppra.go.ke.																				
6.7	The business will be registered with: Business Registration Services																				
B. Preparation of Proposals																					

ITC Reference	
10.1	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> 1) TECH-1: Technical Proposal Submission Form 2) TECH-2: Consultant’s Organization and Experience 3) TECH-3: Comments and Suggestions 4) TECH-4: Description of Approach, Methodology and Work plan 5) TECH-5: Work Schedule and Planning for Deliverables 6) TECH-6: Team Composition, Assignment, and Key Experts’ Input 7) TECH-7: Mandatory Documentary Evidence <p>In reference to the ToRs:</p> <ol style="list-style-type: none"> 1) Relevant Experience & Operational Capacity 2) Programme Governance, Staffing & Mobilization Plan 3) Beneficiary Enrolment & Account Management 4) Agent Network, Devices, Liquidity & Compliance 5) Fund Access Channels & Beneficiary Enablement 6) Payment Processing, Reconciliation & Funds Management 7) MIS Oversight, API Integration & Performance Reporting 8) Customer Support, GRM & Beneficiary Communications 9) Information Security, Data Protection & Confidentiality 10) Resilience, Auditability & Contractual Compliance <p>AND: For FINANCIAL PROPOSAL</p> <p>2nd Inner Envelope with the Financial Proposal:</p> <ol style="list-style-type: none"> (1) FIN-1: Financial Proposal Submission Form (2) FIN-2: Summary of Costs
11.1	Participation of Sub-consultants, and Key Experts in more than one Proposal is permissible: No
12.1	Proposals must remain valid for 120 days after the proposal submission deadline.
13.1	<p>Clarifications may be requested no later than 3 days prior to the submission deadline. The contact information for requesting clarifications is:</p> <ol style="list-style-type: none"> 1) Name of Procuring Entity: National Drought Management Authority 2) Physical address for hand Courier Delivery to an office or Tender Box: Nairobi, Standard Street, Lonrho House, 8th Floor. 3) Postal Address: P.O Box 53547-00200 Nairobi 4) Insert name, telephone number and e-mail address of the officer to be contacted: +254 – 722 200 656, procurement@ndma.go.ke, Deputy Director, Supply Chain Management
14.1(a)	There is no Shortlisted Consultants: Open Tender
14.1(b) (do not use for Fixed Budget method)	<p>Estimated input of Key Experts’ time-input: _____ person-months.</p> <p><i>OR</i></p> <p>Estimated total cost of the assignment: Not Applicable <i>[Indicate only either time input (in person-month) or total cost, but not both]</i></p>

ITC Reference	
14.1 (c) and 29.2 [use for Fixed Budget method]	The total available budget for this Fixed-Budget assignment is [Not Applicable] inclusive of taxes. Proposals exceeding the total available budget will be rejected.
14.1 (d)	Key Experts shall not appear in more than one proposal: No
16.1(b)	<p>The Financial Proposal will include (but not limited to) the following reimbursable expenses:</p> <p>(1) A per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; Not Applicable</p> <p>(2) cost of travel by the most appropriate means of transport and the most direct practicable route; Not Applicable</p> <p>(3) cost of office accommodation, including overheads and back-stop support; Not Applicable</p> <p>(4) communications costs; Not Applicable</p> <p>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants; Not Applicable</p> <p>(6) cost of reports production (including printing) and delivering to the Procuring Entity; Not Applicable</p> <p>(7) other allowances where applicable and provisional or fixed sums (if any)]; Not Applicable</p> <p>(8) [insert relevant type of expenses, if/as applicable]: Not Applicable</p>
16.2	A price adjustment provision applies to remuneration rates: No
16.3	<p>If the Procuring Entity has obtained a tax exemption applicable to the Contract, insert: The Procuring Entity has obtained an exemption for the Consultant from payment of [...] in Kenya as per [insert reference to the applicable official source that issued an exemption]. Not Applicable.</p> <p>Information on the Consultant’s tax obligations in Kenya can be found on the Kenya Revenue Authority website: www.kra.go.ke</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>The Financial Proposal should state local costs in Kenya Shillings: Yes</p>
C. Submission, Opening and Evaluation	
17.1	The Consultants shall not have the option of submitting their Proposals electronically. If “Yes”, The electronic submission procedures shall be: Not Applicable
17.5	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and One (1) copy.</p> <p>(b) Financial Proposal: one (1) original</p>

ITC Reference																												
18.5	<p>The Proposals submission purposes only, the Procuring Entity’s address is:</p> <p>THE CHIEF EXECUTIVE OFFICER, NATIONAL DROUGHT MANAGEMENT AUTHORITY, LONRHO HOUSE, STANDARD STREET, 8th FLOOR P.O. BOX 53547 – 00200, NAIROBI.</p> <p>The deadline for Tender submission is: 25th June 2026 at 10.30am (Proposals shall not submit tenders electronically.)</p> <p>An online option of the opening of the Technical Proposals is offered: N/A</p>																											
20.1	<p>The Tender opening shall take place at the time and the address for Opening of Tenders provided below:</p> <p>NATIONAL DROUGHT MANAGEMENT AUTHORITY, LONRHO HOUSE, STANDARD STREET, 17th FLOOR BOARDROOM P.O. BOX 53547 – 00200, NAIROBI.</p> <p>Date and time of tender opening: 25th June 2026 at 10.30am</p>																											
20.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals: <i>Not Applicable</i></p>																											
22.1	<p>The mandatory eligibility and requirements shall be as listed below: A bidder must submit the following documents and satisfy all mandatory requirements. Failure to meet any requirement shall result in disqualification from further evaluation:</p> <table border="1" data-bbox="421 1014 1455 2072"> <thead> <tr> <th data-bbox="421 1014 475 1077">No.</th> <th data-bbox="475 1014 874 1077">Requirement</th> <th data-bbox="874 1014 1455 1077">Evidence Required</th> </tr> </thead> <tbody> <tr> <td data-bbox="421 1077 475 1178">1</td> <td data-bbox="475 1077 874 1178">Certificate of Incorporation/Registration</td> <td data-bbox="874 1077 1455 1178">Copy of Certificate of Incorporation issued by the Registrar of Companies</td> </tr> <tr> <td data-bbox="421 1178 475 1312">2</td> <td data-bbox="475 1178 874 1312">KRA Pin Certificate accompanied with valid Tax Compliance Certificate</td> <td data-bbox="874 1178 1455 1312">KRA Pin certificate accompanied with valid Tax Compliance Certificate Valid KRA Tax</td> </tr> <tr> <td data-bbox="421 1312 475 1375">3</td> <td data-bbox="475 1312 874 1375">Business Permit</td> <td data-bbox="874 1312 1455 1375">Valid Current Single Business Permit</td> </tr> <tr> <td data-bbox="421 1375 475 1543">4</td> <td data-bbox="475 1375 874 1543">Valid Central Bank of Kenya Authorization/License</td> <td data-bbox="874 1375 1455 1543">Valid Central Bank of Kenya license/authorization to provide payment services, mobile money, banking and agency banking.</td> </tr> <tr> <td data-bbox="421 1543 475 1711">5</td> <td data-bbox="475 1543 874 1711">Financial Capability</td> <td data-bbox="874 1543 1455 1711">Audited financial statements for the last three (3) years i.e. 2023, 2024 and 2025 accompanied by valid Certified Auditor’s Certificate</td> </tr> <tr> <td data-bbox="421 1711 475 1812">6</td> <td data-bbox="475 1711 874 1812">Power of Attorney/Authorization</td> <td data-bbox="874 1711 1455 1812">Authorization of the signatory to commit the bidder specific to this tender</td> </tr> <tr> <td data-bbox="421 1812 475 1946">7</td> <td data-bbox="475 1812 874 1946">Data Protection Registration</td> <td data-bbox="874 1812 1455 1946">Proof of registration as a Data Controller and/or Data Processor with the Office of the Data Protection Commissioner (ODPC)</td> </tr> <tr> <td data-bbox="421 1946 475 2072">8</td> <td data-bbox="475 1946 874 2072">Data Protection Compliance Statement</td> <td data-bbox="874 1946 1455 2072">Signed statement confirming compliance with the Data Protection Act, 2019 and related regulations</td> </tr> </tbody> </table>	No.	Requirement	Evidence Required	1	Certificate of Incorporation/Registration	Copy of Certificate of Incorporation issued by the Registrar of Companies	2	KRA Pin Certificate accompanied with valid Tax Compliance Certificate	KRA Pin certificate accompanied with valid Tax Compliance Certificate Valid KRA Tax	3	Business Permit	Valid Current Single Business Permit	4	Valid Central Bank of Kenya Authorization/License	Valid Central Bank of Kenya license/authorization to provide payment services, mobile money, banking and agency banking.	5	Financial Capability	Audited financial statements for the last three (3) years i.e. 2023, 2024 and 2025 accompanied by valid Certified Auditor’s Certificate	6	Power of Attorney/Authorization	Authorization of the signatory to commit the bidder specific to this tender	7	Data Protection Registration	Proof of registration as a Data Controller and/or Data Processor with the Office of the Data Protection Commissioner (ODPC)	8	Data Protection Compliance Statement	Signed statement confirming compliance with the Data Protection Act, 2019 and related regulations
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5	Financial Capability	Audited financial statements for the last three (3) years i.e. 2023, 2024 and 2025 accompanied by valid Certified Auditor’s Certificate																										
6	Power of Attorney/Authorization	Authorization of the signatory to commit the bidder specific to this tender																										
7	Data Protection Registration	Proof of registration as a Data Controller and/or Data Processor with the Office of the Data Protection Commissioner (ODPC)																										
8	Data Protection Compliance Statement	Signed statement confirming compliance with the Data Protection Act, 2019 and related regulations																										

ITC Reference		
	9	Anti-Money Laundering Compliance Evidence of Anti Money Laundering/ Counter-Terrorist Financing policy framework compliant with Central Bank of K requirements and Proceeds of Crime and Anti-Money Laundering Act (POCAMLA)
	10	Tender Security Bank Guarantee from a reputable Bank or Accredited Financial Institution of Kenya Shillings 8,000,000 or its equivalent in freely convertible currency
	11	Must submit Technical and Financial Proposal Must submit sealed and clearly marked; 1) Technical Proposal: one (1) original and one (1) copy 2) Financial Proposal: one (1) original and one (1) copy
	12	Duly filled, signed and stamped Tendering forms Duly filled, signed and stamped Tendering forms: 1) Certificate of independent Proposal Determination – (Annex 9) 2) Declaration forms- SD1 (Annex 11) 3) Declaration form - SD2 forms (Annex 12) 4) Declaration and commitment to code of ethics (Annex 13)
<p>A bidder must satisfy all mandatory requirements to be considered responsive. Any omission, falsification, failure to submit required documentation, failure to demonstrate regulatory compliance, data protection compliance, or payment service authorization shall render the proposal Non-Responsive and ineligible for further technical evaluation.</p> <p>Financial Evaluation (Mandatory) – to be attached in the Financial Proposals</p> <ul style="list-style-type: none"> i) Duly filled, signed and Stamped Financial Proposal Submission Form ii) Submitted the required number of copies of the Financial Proposals i.e. One (1) original and one (1) copy iii) The bid document (Financial Proposals) “Original” and “Copies” must be sequentially paginated / serialized. 		
<p>Technical Requirement All the responsive bids will be subjected to technical evaluation as stated below:</p> <p>HSNP PSP Technical Evaluation Criteria</p> <p>B) Technical Evaluation (Scored — Total 100 Marks; Pass Mark = 80/100)</p> <p>1) Relevant Experience & Operational Capacity (10 marks)</p> <p>1.1 Large-scale payment experience: at least three (3) years and evidence of large-scale/high-volume payments (contracts/completion certificates/performance reports), preferably G2P/social protection/humanitarian. (5 marks)</p> <p>1.2 Operational presence and ability to serve programme; proof of existing/planned footprint to serve all 23 counties (or declared zone(s) bid for), including practical</p>		

ITC Reference	
	<p>deployment plan and coverage commitments. (maximum 5marks)</p> <ul style="list-style-type: none"> i) Zone A: Turkana, Mandera, Wajir, Marsabit, West Pokot, Baringo, Laikipia, Meru, Tharaka Nithi, Kitui, and Embu (Total: 11 Counties) (2.5 marks) ii) Zone B: Garissa, Tana River, Isiolo, Samburu, Kajiado, Narok, Kilifi, Kwale, Lamu, Makueni, Taita Taveta, and Nyeri (Total: 12 Counties) (2.5 marks) <p>2) Programme Governance, Staffing & Mobilization Plan (8 marks)</p> <p>2.1 Dedicated Contract Manager; CV showing payment systems expertise, Kenya-based, decision authority; NDMA approval/replacement acceptance. (Max 2marks)</p> <p>2.2 Inception report & implementation approach; methodology and 30-day inception deliverables (milestones, stakeholder mapping, risk register approach, rollout & liquidity readiness).</p> <p>2.3 County operations lead; Named accountable county leads (all counties covered for the bid area), with roles, reporting lines, and deployment plan. Availability of permanent staff directly linked to the programme;</p> <p>2.4 Participation in various meetings; commit to participation to Quarterly Business Review meetings, monthly meetings, bi annual and annual meeting or any ad hoc meeting convened.</p> <p>3) Beneficiary Enrolment & Account Management (10 marks)</p> <p>3.1 Mass biometric account opening capacity; capability for mass enrolment capturing 10 fingerprints + facial photo; ISO certified tools and auditability processes.</p> <p>3.2 Mobile money linkage; secure, verifiable, auditable linkage process with real-time validation.</p> <p>3.3 Mobile number management; Ability to secure capture/verification, maintenance, and controlled update process with audit trail.</p> <p>3.4 Account lifecycle management; payment instruments activation/dormancy/closure controls</p> <p>4) Agent Network, Devices, Liquidity & Compliance (14 marks)</p> <p>4.1 Agent network coverage and service points; Ability to cover 95% of beneficiaries within 5km of a functional with fixed identifiable locations as default; mobile agents should be less than $\leq 20\%$ unless NDMA approval; agent mapping and rollout plan to be provided</p> <p>4.2 Biometric POS devices & portability: Use of CBK-approved biometric POS with GPS, offline capability + auto-sync, battery endurance, receipt printing; Biometrics/agents'/ devices should not be geo locked</p> <p>4.3 Liquidity management; demonstrate measures for real-time liquidity monitoring, pre-positioning protocols for payment days, rapid response for shortages; acceptance of 100% liquidity responsibility.</p> <p>4.4 Agent capability building & compliance monitoring; demonstrate agent capacity building/ training plan, monitoring reports, agent trainings or certifications.</p> <p>5) Fund Access Channels & Beneficiary Enablement (8 marks)</p> <p>5.1 USSD-to-mobile money transfer channel; demonstrate operational USSD flow for authentication and transfers; security controls; usability; channel capacity and support model.</p> <p>5.2 Over the Counter withdrawal coverage; OTC availability in all programme counties for the bid area</p> <p>5.3 Legacy card support (no new cards) & migration plan; support continuity for existing valid cards; explicit no new issuance/replacement; practical migration path to mobile channel for non-functional cards.</p> <p>5.4 Free withdrawal allowance system; demonstrate system flexibility to enforce programme fee policy (including free withdrawals per cycle) and prevent unauthorized charging.</p> <p>5.5 Beneficiary training programme & materials; Provide an elaborate beneficiary training plan on PIN Security, GRM handling, Use os USSD among others. Training materials can be provided</p> <p>6) Payment Processing, Reconciliation & Funds Management (17 marks)</p> <p>6.1 Secure portal for payroll file management; Provide a platform for self-service which is role-based portal for upload, validation, authorization. The platform should be</p>

ITC Reference	
	<p>secure, Realtime and auditable.</p> <p>6.2 Automated acknowledgment of receipt; the platform should have unique reference, timestamp, checksum, and record count available within 1 hour including</p> <p>6.3 Beneficiary account crediting performance; platform with the ability/commitment to credit exact full value within 2 hours at 99.95% success rate; No fees should be charged</p> <p>6.4 Reconciliation & daily reporting; automated individual-level reconciliation within 24 hours; daily reconciliation report submitted by 10:00 AM with 100% accuracy; failure codes and other analysis.</p> <p>6.5 Holding account / funds instructions execution; demonstrate ability for refunds or reversals to holding account within 5 working days; immediate execution of lien instructions on directive.</p> <p>6.6 Settlement model & pricing compliance; demonstrate per-transaction pricing (no lump-sum/fixed fee) AND consolidated lump-sum processing with component tracking for audit/reconciliation.</p> <p>6.7 Shock-responsive scalability; demonstrate ability to handle 3x transaction volume within 24 hours' notice (including liquidity readiness).</p> <p>7) MIS Oversight, API Integration & Performance Reporting (11 marks)</p> <p>7.1 MIS oversight platform; demonstrate MFA + RBAC; real-time read-only balances; auditable logs; statements by period; KPI dashboard (county balances/velocity/success/uptime).</p> <p>7.2 Secure API integration capability; provide secure RESTful API for real-time/batch exchange; sandbox environment; API documentation; integration support and reporting automation.</p> <p>7.3 API availability commitment; demonstrate strategies to maintain $\geq 99.95\%$ uptime during business hours; monitoring approach and incident handling.</p> <p>7.4 System uptime commitment; uptime commitment of 99.98% (24/7 monitored) with measurement approach.</p> <p>7.5 Performance reporting discipline; commitment to provide monthly performance report by 5th working day; quarterly agent network report; quarterly innovation report (quality and template samples if available).</p> <p>8) Customer Support, GRM & Beneficiary Communications (7 marks)</p> <p>8.1 Helpdesk/call centre capability; evidence of toll-free line, multilingual call centre accessible across programme counties; staffing and coverage (6:00 AM–8:00 PM, Mon–Sat).</p> <p>8.2 Closed-loop case management system; demonstrate availability or plans for ticketed CMS with end-to-end tracking; real-time read-only access for NDMA; dashboards and audit trail.</p> <p>8.3 Case resolution timelines & escalation; demonstrate plans for tiered resolution timelines and escalation model aligned to TOR/SLA expectations.</p> <p>8.4 GRM reporting; commitment to provide monthly GRM report content (types/volumes/distribution/average times/trends/outcomes) + real-time dashboard access.</p> <p>8.5 IEC strategy & multilingual communications channels; illustrate IEC strategy capability, multi-channel delivery (radio/SMS/community/IVR etc.), multilingual/local language support, approval and pre-testing approach.</p> <p>9) Information Security, Data Protection & Confidentiality (10 marks)</p> <p>9.1 Cybersecurity framework & controls; provide management-approved framework aligned to ISO/IEC 27001 (or equivalent) including encryption at rest/in transit, SDL, third-party audits/pen-tests, incident response.</p> <p>9.2 ISO/IEC 27001 certified ISMS; provide Metric/evidence: valid certification and scope relevant to payment processing / beneficiary data systems.</p> <p>9.3 Data localization in Kenya; architecture and hosting evidence showing storage/processing/backup physically in Kenya; controls preventing unauthorized cross-border transfer.</p> <p>9.4 Data processing governance; evidence and commitment to execute DPA; named DPO (or function) and privacy governance structure.</p> <p>9.5 Confidentiality undertaking; submit signed non-disclosure undertaking, including survival period as required.</p>

ITC Reference	
	<p>9.6 Incident notification & assurance reporting; demonstrate ability to report security incidents within 24 hours; annual security audit report submission within 30 days.</p> <p>10) Resilience, Scalability, Auditability & Contractual Compliance (5 marks)</p> <p>10.1 Business continuity & disaster recovery; submit BCP/DR capability meeting RTO ≤4 hours and RPO ≤15 minutes; annual live DR testing + report within 14 days; quarterly tabletop exercises documented.</p> <p>10.2 Risk register & quarterly review; provide an approach to maintaining joint risk register and quarterly review discipline.</p> <p>10.3 Audit access commitment; written commitment to unrestricted audit access within required timelines (including immediate access for suspected fraud).</p> <p>10.4 Contractual safeguards & beneficiary protection; demonstrate separation of core vs value-added services; strict opt-in for any value-added; acceptance of SLA penalty structure; valid insurance cover (professional indemnity, cyber, fidelity, public liability).</p>
22.2	<p>The Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:</p> <p>The total points are as summarized below;</p> <ol style="list-style-type: none"> 11) Relevant Experience & Operational Capacity (10 marks) 12) Programme Governance, Staffing & Mobilization Plan (8marks) 13) Beneficiary Enrolment & Account Management (10 marks) 14) Agent Network, Devices, Liquidity & Compliance (14 marks) 15) Fund Access Channels & Beneficiary Enablement (8marks) 16) Payment Processing, Reconciliation & Funds Management (17 marks) 17) MIS Oversight, API Integration & Performance Reporting (11 marks) 18) Customer Support, GRM & Beneficiary Communications 19) (7 marks) 20) Information Security, Data Protection & Confidentiality (10 marks) 21) Resilience, Auditability & Contractual Compliance (5 marks) <p>Total Max Marks 100</p> <p>Pass Mark (80%) 80</p> <p>The minimum technical score (St) required to pass is: 80%</p> <ul style="list-style-type: none"> • Consultancy firm who scores 80% and above will be recommended to be considered for financial evaluation. • Consultant who scores less than 80% will be disqualified from further evaluation. <p>(Pass Mark=Pass Percentage/100×Maximum Score)</p>
23.4	<p>An online option of the opening of the Financial Proposals is not offered:</p> <p>If yes, the online opening procedure shall be: Not Applicable</p>
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>

ITC Reference	
	The official source of the selling exchange rate is: Central Bank of Kenya The date of the exchange rate is: Deadline for submission of proposals
29.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: $Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: 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
D. Negotiations and Award	
35.2	Expected date for the commencement of the Services: Date: 16th July 2026
36.1	<p>Estimated end date: 17th July 2027.</p> <p>There will be quarterly and a mid-line review that will determine the continuation of the consultancy for another year upon satisfactory performance.</p>
37.1	<p>The procedures for making a Procurement-related Complaint are available from the PPRA website info@ppra.go.ke or 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: The Secretary, Public Procurement Administrative Review Board, The Public Procurement Oversight Authority, KISM Towers, 6th Floor, Ngong Road, P.O. Box 58583-00200, NAIROBI, Kenya. Tel: +254 (0) 20 3244000 Email: info@ppra.go.ke Website: www.ppra.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>

HSNP PSP Technical Evaluation (Technical Only)					
	Total Max Marks	100			
	Pass Mark (80%)	80			
	Total Technical Score	0			
	Evaluation Areas	Sub-component #	Sub-component	Metric / Evidence (how to score)	Max Marks
	1. Relevant Experience & Operational Capacity (10 marks)	1.1	Large-scale payment experience	at least three (3) years and evidence of large-scale/high-volume payments (contracts/completion certificates/performance reports), preferably G2P/social protection/humanitarian.	5
		1.2	Operational presence / ability to serve programme counties	proof of existing/planned footprint to serve all 23 counties (or declared zone(s) bid for), including practical deployment plan and coverage commitments.	5
	Subtotal			Subtotal	10
	2. Programme Governance, Staffing & Mobilization Plan (8marks)	2.1	Dedicated Contract Manager	CV showing payment systems expertise, Kenya-based, decision authority; NDMA approval/replacement acceptance.	2
		2.2	Inception report & implementation approach	methodology and 30-day inception deliverables (milestones, stakeholder mapping, risk register approach, rollout & liquidity readiness).	3
		2.3	County operations leads & meetings participation	named accountable county leads (all counties covered for the bid area), with roles, reporting lines, and deployment plan. written commitment to QBR/ABR/monthly operational reviews	2
			2.4 Governance cadence & subcontractor controls process.	subcontractor disclosure prior NDMA approval	1
	Subtotal			Subtotal	8
	3. Beneficiary Enrolment & Account Management (10 marks)	3.1	Mass biometric account opening capacity	capability for mass enrolment capturing 10 fingerprints + facial photo; use of permanent/certified/direct staff; tooling, throughput, QA, and auditability.	4

	3.2	Mobile money linkage	secure, verifiable, auditable linkage process with real-time validation.	2
	3.3	Mobile number management	secure capture/verification, maintenance, and controlled update process with audit trail.	2
	3.4	Account lifecycle management	activation/dormancy/closure controls, and NDMA-controlled blocking/unblocking only on written instruction.	2
	Subtotal		Subtotal	10
4. Agent Network, Devices, Liquidity & Compliance (14 marks)	4.1	Agent network coverage and service points	95% of beneficiaries within 5km of a functional, liquid agent; fixed identifiable locations as default; mobile agents ≤20% unless NDMA approval; mapping and rollout plan.	5
	4.2	Biometric POS devices & portability	CBK-approved biometric POS with GPS, offline capability + auto-sync, battery endurance, receipt printing; explicit proof/commitment of full biometric/data portability (no device/agent/location lock-in).	4
	4.3	Liquidity management	real-time liquidity monitoring, pre-positioning protocols for payment days, rapid response for shortages; acceptance of 100% liquidity responsibility.	3
	4.4	Agent capability building & compliance monitoring	agent training/certification + records; spot-audit field monitoring; zero unauthorized fee enforcement system (sanctions, terminations, reporting).	2
	Subtotal		Subtotal	14
5. Fund Access Channels & Beneficiary Enablement (8marks)	5.1	USSD-to-mobile money transfer channel	operational USSD flow for authentication and transfers; security controls; usability; channel capacity and support model.	3
	5.2	OTC withdrawal coverage	OTC availability in all programme counties for the bid area; hours and outlet plan.	1
	5.3	Legacy card support (no new cards) & migration plan	continuity for existing valid cards; explicit no new issuance/replacement; practical migration path to mobile channel for non-functional cards.	1
	5.4	Free withdrawal allowance system	system rules to enforce programme fee policy (including free withdrawals per cycle) and prevent unauthorized charging.	2
	5.5	5.5 Beneficiary training programme & materials	samples of materials + delivery methodology, multilingual plan, emphasis on USSD, PIN security, fees, and GRM.	1
	Subtotal		Subtotal	8

6. Payment Processing, Reconciliation & Funds Management (17 marks)	6.1	Secure platform for payroll file management	role-based portal for upload/validation/authorization workflow, security controls and audit logs.	5
	6.2	Automated acknowledgment of receipt count.	automated AOR within 1 hour including unique reference, timestamp, checksum, and record	2
	6.3	Beneficiary account crediting performance	ability/commitment to credit exact full value within 2 hours at 99.95% success rate; explicit “no deductions/netting/liens/fees”.	2
	6.4	Reconciliation & daily reporting	automated individual-level reconciliation within 24 hours; daily reconciliation report submitted by 10:00 AM with 100% accuracy; failure codes and ageing analysis.	3
	6.5	Holding account / funds instructions execution	refunds/reversals to holding account within 5 working days; immediate execution of lien instructions on directive.	2
	6.6	Settlement model & pricing compliance	per-transaction pricing (no lump-sum/fixed fee) AND consolidated lump-sum processing with component tracking for audit/reconciliation.	2
	6.7	Shock-responsive scalability	documented tests and protocols demonstrating ability to handle 3x transaction volume within 24 hours’ notice (including liquidity readiness).	1
	Subtotal		Subtotal	17
7. MIS Oversight, API Integration & Performance Reporting (11 marks)	7.1	MIS oversight platform	MFA + RBAC; real-time read-only balances; auditable logs; statements by period; KPI dashboard (county balances/velocity/success/uptime).	4
	7.2	Secure API integration capability	secure RESTful API for real-time/batch exchange; sandbox environment; API documentation; integration support and reporting automation.	3
	7.3	API availability commitment	≥99.95% uptime during business hours; monitoring approach and incident handling.	2
	7.4	System uptime commitment	uptime commitment of 99.98% (24/7 monitored) with measurement approach.	1
	7.5	Performance reporting discipline	monthly performance report by 5th working day; quarterly agent network report; quarterly innovation report (quality and template samples if available).	1
	Theme 7 Subtotal		Subtotal	11
8. Customer Support, GRM & Beneficiary Communications	8.1	Helpdesk/call centre capability	toll-free, multilingual call centre accessible across programme	3

(7 marks)			counties; staffing and coverage (6:00 AM–8:00 PM, Mon–Sat).	
	8.2	Closed-loop case management system	Ticketed CMS with end-to-end tracking; real-time read-only access for NDMA; dashboards and audit trail.	1
	8.3	Case resolution timelines & escalation	tiered resolution timelines and escalation model aligned to TOR/SLA expectations	1
	8.4	GRM reporting	monthly GRM report content (types/volumes/distribution/average times/trends/outcomes) + real-time dashboard access.	1
	8.5	IEC strategy & multilingual communications channels	multilingual/local language support, approval and pre-testing approach.	1
	Theme 8 Subtotal		Subtotal	7
9. Information Security, Data Protection & Confidentiality (10 marks)	9.1	Cybersecurity framework & controls	management-approved framework aligned to ISO/IEC 27001 (or equivalent) including encryption at rest/in transit, SDL, third-party audits/pen-tests, incident response.	2
	9.2	ISO/IEC 27001 certified ISMS	valid certification and scope relevant to payment processing / beneficiary data systems.	2
	9.3	Data localization in Kenya	architecture and hosting evidence showing storage/processing/backup physically in Kenya; controls preventing unauthorized cross-border transfer. .	2
	9.4	Data processing governance	commitment to execute DPA; named DPO (or function) and privacy governance structure.	2
	9.5	Confidentiality undertaking	signed NDA undertaking, including survival period as required.	1
	9.6	Incident notification & assurance reporting	ability to report security incidents within 24 hours; annual security audit report submission within 30 days.	1
	Theme 9 Subtotal		Subtotal	10
10. Resilience, Auditability & Contractual Compliance (5 marks)	10.1	Business continuity & disaster recovery	BCP/DR capability meeting RTO ≤4 hours and RPO ≤15 minutes; annual live DR testing + report within 14 days; quarterly tabletop exercises documented.	2
	10.2	Risk register & quarterly review	approach to maintaining joint risk register and quarterly review discipline.	1
	10.3	Audit access commitment	written commitment to unrestricted audit access within required timelines (including immediate access for suspected fraud).	1

		10.4	Contractual safeguards & beneficiary protection	separation of core vs value-added services; strict opt-in for any value-added; acceptance of SLA penalty structure; valid insurance cover (professional indemnity, cyber, fidelity, public liability).	1
	Theme 10 Subtotal			Subtotal	5
					100

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

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

FORM TECH-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 maybe 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 ITC 5.
- 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 of being wound up.
- g) In competing for and executing a contract, we shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid-rigging.
- i) 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 **www.ppra.go.ke** during the procurement process and the execution of any resulting contract.

- (l) 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 Data Sheet ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 32.3 and 32.4 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 35.2 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}

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 past 3 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

Assignment name:	Approx. value of the contract [KES, equivalent]:
Country:	Duration of assignment (months):
Name of Procuring Entity:	Total N° 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° 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:	Name and Title of Signatory:

FORM TECH-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}

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.

- 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.}

FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5)												
	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.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM TECH- 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., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]								
			[Field]	[0.5 m]	[2.5]	[0]								
K-2														
K-3														
N														
										Subtotal				
NON-KEY EXPERTS														
N-1			[Home]											
			[Field]											
N-2														
N														
										Subtotal				
										Total				

1.For Key Experts, the input should be indicated individually for the same positions as required under the 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

FORM TECH-6B: CURRICULUM VITAE (CV)

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

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. , 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

FORMTECH-7: MANDATORY SUPPORT DOCUMENTS

[The Consultant shall use an Annex 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 22.1]

No.	Requirement	Evidence Required
1	Certificate of Incorporation/Registration	Copy of Certificate of Incorporation issued by the Registrar of Companies
2	KRA Pin certificate accompanied with Valid Tax Compliance Certificate	KRA Pin certificate accompanied with valid Tax Compliance Certificate Valid KRA Tax Compliance Certificate
3	Business Permit	Valid Current Single Business Permit
4	Valid Central Bank of Kenya Authorization/License	Valid Central Bank of Kenya license/authorization to provide payment services, mobile money, banking and agency banking.
5	Financial Capability	Audited financial statements for the last three (3) years i.e. 2023, 2024 and 2025 accompanied by valid Certified Auditor's Certificate
6	Power of Attorney/Authorization	Authorization of the signatory to commit the bidder specific to this tender
7	Data Protection Registration	Proof of registration as a Data Controller and/or Data Processor with the Office of the Data Protection Commissioner (ODPC)
8	Data Protection Compliance Statement	Signed statement confirming compliance with the Data Protection Act, 2019 and related regulations
9	Anti-Money Laundering Compliance	Evidence of Anti Money Laundering/ Counter-Terrorist Financing policy framework compliant with Central Bank of K requirements and Proceeds of Crime and Anti-Money Laundering Act (POCAMLA)
10	Tender Security	Bank Guarantee from a reputable Bank or Accredited Financial Institution of Kenya Shillings 8,000,000 or its equivalent in freely convertible currency
11	Must submit Technical and Financial Proposal	Must submit sealed and clearly marked; 3) Technical Proposal: one (1) original and one (1) copy 4) Financial Proposal: one (1) original and one (1) copy
12	Duly filled, signed and stamped Tendering forms	Duly filled, signed and stamped Tendering forms: 5) Certificate of independent Proposal Determination -Annex 9 6) Declaration forms- SD1 forms (Annex 11) 7) Declaration forms and SD2 (Annex 12) 8) Declaration and commitment to code of ethics (Annex 13)

Annex 9: 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;
1. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
2. 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;
3. 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;
4. 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;
5. 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;
6. 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]

Annex 10: Appendix to form of proposal on fraud and corruption clause

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 tenders 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.

Annex 12: Self Declaration 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

Annex 13: 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.....

Annex 14: Tender Securing Declaration Form – Not Applicable

[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

SECTION 4. FINANCIAL PROPOSAL-STANDARD FORMS

(TO BE FILLED, SEALED AND LABELLED AS FINANCIAL PROPOSAL IN A SEPARATE ENVELOPE)

{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.

1) FIN-1 Financial Proposal Submission Form

2) FIN-2 Summary of Costs

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 ITC 25.2 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.

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}

FORM FIN-2: SUMMARY OF COSTS

No	Transaction Type / Service	Band / Amount (KES)	Unit	Quoted Price (KES)
1	Field-Based Beneficiary Enrolment	Flat Fee (per beneficiary)	Per enrolment	
2	Beneficiary Payment / Credit	Band 1: KES 500 - 1,000	Per credit	
3	Beneficiary Payment / Credit	Band 2: KES 1,001 - 2,000	Per credit	
4	Beneficiary Payment / Credit	Band 3: KES 2,001 - 2,700	Per credit	
5	Beneficiary Payment / Credit	Band 4: KES 2,701 - 5,400	Per credit	
6	Beneficiary Payment / Credit	Band 5: KES 5,401 - 10,000	Per credit	
7	Beneficiary Payment / Credit	Band 6: KES 10,001 and above	Per credit	
GRAND TOTAL PRICE				

Note on Beneficiary Fees

All HSNP cash transfers must be delivered to the beneficiary account in full, without any deduction. The Service Provider is compensated solely by the Procuring Entity as per the rates quoted above. The Service Provider shall ensure that the first two (2) withdrawal transactions by a beneficiary per payment cycle are provided entirely free of charge, regardless of the Fund Access Channel used (USSD, ATM, Agent, Bank outlet). Unauthorized fees charged to beneficiaries shall result in financial penalties as defined in the SLA and may constitute grounds for contract termination.

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:

FORM-3C: FORM FOR CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES -N/A

{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	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Procuring Entity's Country									

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

1. Expressed as percentage of 1

2. Expressed as percentage of 4

FORM-FIN 3D: BREAKDOWN OF REMUNERATION RATES [FOR TIME BASED CONTRACTS ONLY] -N/A

1. Review of Remuneration Rates

- 1.1 The remuneration rates are made up of salary or abase 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 bylaw or government regulations.
- (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
- (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
- (iv) Cost of Leave The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

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

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

Please note that leave can be considered as a social cost only if the 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' over heads, 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.

FORM-FIN-4 BREAKDOWN OF REIMBURSABLE -N/A

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 _____								
Nº	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	{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							
	{e.g., Office rent}							
							
	{Training of the Procuring Entity’s personnel – if required in TOR}							
Total Costs								

SECTION 5. TERMS OF REFERENCE

Terms of Reference: Provision of Payment Services for Hunger Safety Net Programme (HSNP) Cash Transfer

Introduction

The National Drought Management Authority (NDMA) is a public body established by the National Drought Management Authority (NDMA) Act, 2016. It previously operated under the State Corporations Act (Cap 446) of the Laws of Kenya by Legal Notice Number 171 of November 24, 2011. The Act gives the NDMA the mandate to exercise overall coordination over all matters relating to drought risk management and to establish mechanisms, either on its own or with stakeholders, that will end drought emergencies in Kenya.

The strategic focus of the Authority is guided by Sessional Paper No. 8 of 2012 on National Policy for the Sustainable Development of Northern Kenya and other Arid Lands. One of the objectives of the Policy is to strengthen the resilience of communities in the ASALs and ensure sustainable livelihoods. Section three of the NDMA Act, 2016 specifies the functions of the Authority, positioning it as the lead National institution for drought risk management, with a wide array of responsibilities for coordination and implementation of drought resilience initiatives. (for more information, please visit <https://ndma.go.ke>). NDMA continuously explores innovative partnerships, focus on green growth and support ecosystem-based risk management and adaptation to build and scale climate resilient economies and services that leave no one behind. Focus is to strengthen and functionalize community systems to undertake integrated planning for drought and related climate risks, and exploit possible opportunities. The Authority intends to facilitate coordinated approaches, mechanisms and processes that effectively respond to identified risks articulated by the affected communities

The Hunger Safety Net Programme (HSNP) is a cash transfer programme managed by the National Drought Management Authority under the Ministry of East African Community (EAC), ASALs and Regional Development. The programme is currently implemented in Eight Arid counties: Turkana, Wajir, Mandera, Marsabit, Isiolo, Samburu, Garissa, and Tana River Counties. The programme will be expanded to an additional fifteen counties during the FY 2026/2027, FY 2027/2028, and FY 2028/2029 implementation periods. HSNP is one of the flagship Cash Transfer Programmes under the National Safety Net Programme (NSNP)

PART I: ACRONYMS AND DEFINITIONS

1.1 Acronyms

The following acronyms shall apply throughout this Terms of Reference:

Acronym	Full Meaning
AML	Anti-Money Laundering
API	Application Programming Interface
ASAL	Arid and Semi-Arid Lands
BCP	Business Continuity Plan
CBK	Central Bank of Kenya
CMS	Case Management System
CFT	Countering the Financing of Terrorism
DPA	Data Protection Act (Kenya, 2019)
DR	Disaster Recovery
G2P	Government-to-Person
GoK	Government of Kenya
GRM	Grievance and Redress Mechanism
HSNP	Hunger Safety Net Programme
IEC	Information, Education, and Communication
ISO	International Organization for Standardization
KES	Kenya Shillings
KPI	Key Performance Indicator
KYC	Know-Your-Customer
M&E	Monitoring and Evaluation
MIS	Management Information System
NDMA	National Drought Management Authority
NSNP	National Safety Net Programme
ODPC	Office of the Data Protection Commissioner
OTC	Over-the-Counter
PII	Personally Identifiable Information
POS	Point of Sale
PPADA	Public Procurement and Asset Disposal Act, 2015
PSP	Payment Service Provider
RTO	Recovery Time Objective
RPO	Recovery Point Objective
SLA	Service Level Agreement

Acronym	Full Meaning
TOR	Terms of Reference
TPS	Transactions Per Second
USSD	Unstructured Supplementary Service Data

1.2 Definitions

Unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

Term	Definition
Account	A secure, individual electronic account opened by the Service Provider for an HSNP beneficiary, capable of receiving G2P transfers and linked to a mobile money account.
Agent Network	The complete set of contracted, trained, and equipped third-party agents authorized by the Service Provider to perform transactions, including beneficiary identification and cash disbursement for legacy cardholders.
Beneficiary	An individual or household officially enrolled in the HSNP registry and entitled to receive cash transfers as per the Payment-Ready List.
Beneficiary Data	All Personally Identifiable Information (PII) of HSNP beneficiaries, including but not limited to names, national ID numbers, biometric templates, and transaction histories. Such data is the exclusive property of the Procuring Entity.
Data Controller	The entity that determines the purposes and means of processing personal data, as defined in the DPA, 2019. For this contract, the Procuring Entity (NDMA) is the Data Controller.
Data Processor	An entity that processes personal data on behalf of a Data Controller, as defined in the DPA, 2019. For this contract, the Service Provider is the Data Processor.
Fund Access Channel	Any Procuring Entity-approved method by which a beneficiary may withdraw programme funds, including USSD-to-Mobile Money, legacy card (at ATMs/agents), or Over-the-Counter (OTC) branch withdrawal.
Holding Account	A designated bank account into which the Procuring Entity transfers programme funds for disbursement to beneficiaries, held in trust by the Service Provider.
Legacy Card	An existing, valid HSNP-branded debit card held by a beneficiary at the commencement of this contract. This TOR does not provide for issuance of new physical payment instruments.
Payment-Ready List	The official, secure instruction file provided by the Procuring Entity to the Service Provider, authorising the crediting of specific amounts to a defined list of beneficiaries for a specific payment cycle.
Procuring Entity	The National Drought Management Authority (NDMA), a State Corporation established under the NDMA Act, Cap 388, acting on behalf of the Government of Kenya.

Term	Definition
Service Provider	The successful Bidder, a duly licensed financial institution or payment provider, contracted by the Procuring Entity to execute the services defined in this TOR.
Shock-Responsive Payment	An additional or scaled-up payment delivered to a defined population in response to a pre-defined shock (such as severe drought), requiring rapid scalability of the payment system.

PART II: INTRODUCTION AND BACKGROUND

2.1 The Procuring Entity

The National Drought Management Authority (NDMA) is a State Corporation established under the National Drought Management Authority Act, Cap 388 of the Laws of Kenya. Its mandate is to exercise overall coordination over all matters relating to drought management in Kenya, including early warning, risk reduction, and emergency response.

The Authority is the designated lead agency for implementing the Hunger Safety Net Programme (HSNP), a flagship social protection initiative and a core component of the Government of Kenya's National Safety Net Programme (NSNP). The NDMA operates under the Ministry of East African Community, ASALs and Regional Development.

2.2 The Hunger Safety Net Programme (HSNP)

The HSNP is the Government of Kenya's flagship shock-responsive social protection programme operating in the Arid and Semi-Arid Lands (ASAL) counties. Its primary objective is to deliver regular and predictable cash transfers to targeted food-insecure households, thereby reducing poverty, alleviating hunger, and strengthening household resilience.

Currently, the programme operates in eight arid counties: Turkana, Wajir, Mandera, Marsabit, Samburu, Isiolo, Garissa, and Tana River. Between the 2025/2026 and 2027/2028 financial years, HSNP shall progressively expand to cover all twenty-three (23) ASAL counties where the NDMA maintains active operations.

HSNP is one of four flagship cash transfer programmes under the NSNP, which supports the Social Pillar of Kenya's Vision 2030. Since inception, the programme has undergone three implementation phases:

- Phase I (2009-2012): Targeted 69,000 households with cash transfers.
- Phase II (2013-March 2019): Introduced individual bank accounts linked to Mastercard debit cards with biometric verification, significantly improving delivery efficiency.
- Phase III (2020-2025): Focused on strengthening efficiency, expanding inclusion, and embracing digital innovation in payment systems.

A critical feature of HSNP is its shock-responsive capability, allowing the programme to rapidly scale up payments to a wider population during emergencies, particularly severe drought. This requires a payment delivery mechanism that is robust, scalable, secure, and capable of reaching remote populations. The current phase aims to introduce a payment service choice model, expand mobile accessibility, and achieve full digitization of transactions.

2.3 Objectives of the Terms of Reference

These Terms of Reference are issued by the Procuring Entity to solicit comprehensive technical and financial proposals from qualified, licensed, and experienced Payment Service Providers (PSPs) for the delivery of HSNP cash transfers.

The primary objectives are:

- 1.To select and contract a Service Provider (or providers per operational zone) for a period of thirty-six (36) months for the end-to-end management and delivery of HSNP cash transfers.
- 2.To ensure that all enrolled beneficiaries receive timely, accurate, secure, transparent, and accountable cash transfers in full accordance with the requirements set forth herein.
- 3.To establish a binding Service Level Agreement (SLA) that defines measurable performance standards, monitoring mechanisms, and remedies for non-performance.

The selected Service Provider(s) shall be responsible for all aspects of payment delivery, including but not limited to: beneficiary enrolment and account management, payment processing and reconciliation, maintenance of payment infrastructure and access channels, data management and security, grievance management, and reporting.

2.4 Applicable Legal and Regulatory Framework

This procurement is conducted in full compliance with the following legal and regulatory framework:

- The Constitution of Kenya, 2010, particularly Article 227 (principles of public procurement: fairness, equity, transparency, competition, and cost-effectiveness) and Article 201 (public finance principles).
- The Public Procurement and Asset Disposal Act, 2015 (PPADA), and the Public Procurement and Asset Disposal Regulations, 2020.
- The Central Bank of Kenya Act and all applicable prudential guidelines, circulars, and regulations issued by the Central Bank of Kenya.
- The Data Protection Act, 2019, and all subsidiary legislation and guidelines issued by the Office of the Data Protection Commissioner.
- The Kenya Information and Communications Act, 1998, and applicable regulations governing electronic transactions and payment systems.
- The Proceeds of Crime and Anti-Money Laundering Act, 2009, and the Prevention of Terrorism Act, 2012.

This procurement shall be conducted using the Request for Proposals (RFP) method in accordance with Section 118 of the PPADA, 2015, as the requirement for complex services necessitates a thorough evaluation of technical capability alongside financial competitiveness. Any addendum issued by the Procuring Entity in relation to this TOR shall form an integral part of these Terms of Reference.

PART III: MANDATORY BIDDER QUALIFICATIONS

Bidders must meet the following mandatory qualifications to be eligible for technical evaluation. Failure to satisfy any of the following conditions shall render the bid non-responsive, and the bid shall be disqualified at the preliminary examination stage without further evaluation:

3.1 Financial Licence

The Bidder must be a financial institution or payment service provider duly licensed by the Central Bank of Kenya (CBK) and in good standing. A valid, current licence to operate as a payment service provider, bank, or other regulated financial institution must be submitted. Conditional licences, pending applications, or lapsed registrations shall not be accepted.

3.2 Data Protection Registration

The Bidder must possess a valid, current registration certificate from the Office of the Data Protection Commissioner (ODPC) of Kenya as a Data Processor. A certificate for Data Controller status alone shall be deemed insufficient. The Bidder must demonstrate capability to comply with all obligations under the Data Protection Act, 2019.

3.3 Demonstrated Experience

The Bidder must demonstrate a minimum of three (3) consecutive years of experience (within the last five years) in managing large-scale, high-volume payment systems, preferably in Government-to-Person (G2P) transfers, social cash transfers, humanitarian payment delivery, or similar sectors. Evidence must be provided through client contracts, completion certificates, or detailed performance reports.

3.4 Client References

Bidders must provide a minimum of two (2) client recommendation letters or reference contacts for projects of similar scale (in transaction volume and monetary value) and complexity (e.g., involving biometric authentication, remote agent networks, grievance management, and multi-channel payment delivery). The Procuring Entity reserves the right to contact these references for verification and to investigate the Bidder's performance history for any infractions or breaches of contract.

3.5 Warranties and Representations

By submitting a proposal, the Bidder warrants and represents that:

- (a)** It is duly incorporated and validly existing under the laws of the Republic of Kenya, with full power and authority to enter into and perform the contract.
- (b)** It holds all requisite licences, permits, and authorizations required to provide the services described in this TOR.
- (c)** Its personnel are duly qualified, trained, and authorized to perform the services outlined herein.
- (d)** It shall comply with all applicable laws, regulations, and regulatory guidelines throughout the contract period.
- (e)** All information provided in its proposal is true, accurate, complete, and not misleading in any material respect.

Breach of any warranty or representation shall constitute a material breach of contract and may result in termination, debarment, or other remedies available at law.

PART IV: SCOPE OF SERVICES

The Service Provider shall, at a minimum, be responsible for the provision of the services described in this Part. Technical proposals must address each subsection in detail, describing the proposed methodology, technology architecture, personnel deployment, and quality assurance mechanisms.

4.1 Management and Coordination

4.1.1 Key Personnel

The Service Provider shall designate a dedicated, qualified, and experienced Contract Manager to act as the single point of contact for the Procuring Entity. The Contract Manager must be based in Kenya, fluent in English and Kiswahili, and empowered to make operational and contractual decisions on behalf of the Service Provider. The Contract Manager must possess a minimum of five (5) years' experience in payment systems management. The Procuring Entity reserves the right to approve or request replacement of the Contract Manager upon reasonable grounds.

4.1.2 Inception Report

Within thirty (30) calendar days of contract signing, the Service Provider shall develop and submit a comprehensive Inception Report. This report must include, at minimum: a detailed project implementation plan with key milestones and timelines; a stakeholder mapping and communication plan; a joint risk register aligned with the Procuring Entity's risk management framework; detailed agent network rollout and liquidity management plans (for legacy card services where applicable); and confirmed deployment of all key personnel.

4.1.3 Review Meetings

The Service Provider shall participate in: (a) mandatory Annual Business Reviews (ABRs) with the Procuring Entity to assess performance against the SLA and agree improvement plans; (b) monthly operational review meetings; and (c) ad hoc meetings convened by the Procuring Entity as required. The Service Provider shall prepare and circulate meeting agendas and minutes within five (5) working days of each meeting.

4.1.4 Sub-contractors

Any sub-contracting must receive prior written approval from the Procuring Entity. The Service Provider shall submit full details of proposed sub-contractors, including their qualifications, scope of work, and contractual arrangements. The Service Provider remains fully and solely liable for the performance, conduct, and compliance of all sub-contractors, including compliance with the Data Protection Act, 2019.

4.2 Beneficiary Enrolment and Account Management

4.2.1 Account Opening

The Service Provider shall conduct a timely and efficient mass account-opening and registration exercise for all beneficiaries on the Payment-Ready List provided by the Procuring Entity. This process includes capture of biometric data (minimum ten-fingerprint templates and facial photograph) in accordance with Government of Kenya standards and CBK's tiered Know-Your-Customer (KYC) requirements for social protection (G2P) payments.

4.2.2 Mobile Money Linkage

The Service Provider shall ensure that every beneficiary account opened for HSNP is securely linked to a beneficiary-owned mobile money account registered with a licensed Kenyan mobile network operator. The linkage process must be verifiable, auditable, and capable of real-time validation.

4.2.3 Mobile Number Management

The Service Provider bears full responsibility for the capture, verification, and maintenance of beneficiary mobile phone numbers. This includes: (a) securely capturing and validating each beneficiary's active mobile

number during enrolment; (b) systematically verifying all existing mobile numbers provided by the Procuring Entity from the HSNP database; and (c) implementing a robust, secure, and auditable process for beneficiaries to update or change their registered phone numbers.

4.2.4 Management of Payment Instruments

The Service Provider shall adhere to the following rules regarding payment instruments:

(a) No New Card Issuance: The Service Provider shall not issue any new payment cards (debit, smart card, or otherwise) to beneficiaries as part of this contract.

(b) No Card Replacement: The Service Provider shall not replace any existing HSNP-branded cards that are reported lost, stolen, damaged, or expired. Beneficiaries holding non-functional legacy cards shall be migrated to mobile money channels.

(c) Private Client Arrangements: Should a beneficiary, in their private capacity, request a debit card or other financial instrument from the Service Provider, such arrangement shall be governed exclusively by the Service Provider's standard retail policies. The Procuring Entity shall bear no liability or responsibility for private arrangements between the Service Provider and individual beneficiaries.

4.2.5 Beneficiary Training

The Service Provider shall provide comprehensive training to all beneficiaries. Training must include: practical demonstration of all available Fund Access Channels, with particular emphasis on the USSD-to-Mobile Money service; PIN security best practices; clear explanation of fee structures (including the free withdrawal allowance); and information on the Grievance and Redress Mechanism (GRM). All training materials (pamphlets, guides, audio-visual materials) must be available in English, Kiswahili, and relevant local languages.

4.2.6 Account Lifecycle Management

The Service Provider shall manage the complete, auditable lifecycle of beneficiary accounts, including: activation upon enrolment; dormancy management (in accordance with CBK guidelines and as agreed with the Procuring Entity); blocking and unblocking (only upon written instruction from the Procuring Entity); and account closure upon formal de-registration from the programme.

4.3 Payment Infrastructure and Access Channels

4.3.1 Agent Network Coverage (Legacy Cards)

The Service Provider shall establish, maintain, and monitor a widespread, fully functional, and reliable payment agent network across all HSNP operational areas to serve beneficiaries holding existing, valid legacy cards. Technical proposals must guarantee that ninety-five percent (95%) of beneficiaries are within a five (5) kilometer radius of a functional, liquid agent. Agents must be fixed, identifiable locations unless otherwise approved in writing by the Procuring Entity. Mobile agents may be deployed only where fixed locations are impracticable and shall not exceed twenty percent (20%) of the total agent network without express written approval from NDMA.

4.3.2 Agent Technology and Devices

All agents serving legacy cardholders shall be equipped with secure, CBK-approved Point of Sale (POS) terminals that are: (a) biometrically enabled for fingerprint authentication; (b) GPS-enabled for transaction geo-mapping and monitoring; (c) capable of robust offline transaction processing with automatic synchronization; (d) equipped with long-duration battery life; and (e) capable of printing clear, legible transaction receipts.

The Service Provider is expressly prohibited from implementing any system architecture that locks beneficiary data, including biometric templates, to a specific device, agent, or location. The system must guarantee full data portability, ensuring that any beneficiary can be identified and served at any authorized access point throughout the programme area.

4.3.3 Agent Liquidity Management

The Service Provider shall bear one hundred percent (100%) responsibility for guaranteeing agent liquidity at all times. A proactive, verifiable liquidity management plan must be submitted as part of the technical proposal and implemented throughout the contract period. The plan must include real-time liquidity monitoring, pre-positioning protocols for payment days, and rapid response mechanisms for liquidity shortages.

4.3.4 Agent Training and Management

All agents must be formally contracted, clearly branded as HSNP service points, and undergo mandatory certified training (and annual refresher training) on: HSNP programme rules and procedures; customer service standards; fraud prevention and detection; and GRM referral protocols. The Service Provider shall maintain detailed training records for each agent.

4.3.5 Network Monitoring and Compliance

The Service Provider shall deploy a dedicated field monitoring team to conduct continuous spot-audits of agent performance and compliance. A zero-tolerance policy for agents charging unauthorized service fees to beneficiaries must be enforced, with penalties including immediate contract termination for the offending agent and financial penalties to the Service Provider as provided in the SLA.

4.3.6 Beneficiary Fund Access Channels

The Service Provider shall maintain the following Fund Access Channels for all beneficiaries at all times:

(a)USSD-to-Mobile Money Transfer: A secure, simple, and intuitive Unstructured Supplementary Service Data (USSD) interface allowing beneficiaries to authenticate and initiate transfers from their HSNP account to their linked mobile money wallet. This shall be the primary channel for all newly enrolled beneficiaries.

(b)Legacy Card Functionality: Full, uninterrupted support for all existing, valid HSNP-branded debit cards at all compatible access points, including biometric ATMs, contracted agents, and POS devices. This channel shall be maintained only for beneficiaries already in possession of valid cards; no new cards shall be issued.

(c)Over-the-Counter (OTC) Service: The ability for beneficiaries to withdraw funds at any of the Service Provider's physical branches or designated outlets during normal operating hours. OTC services must be available in all programme counties.

4.4 Geographical Coverage and Operational Zoning

4.4.1 Operational Zoning

The services shall cover all twenty-three (23) ASAL counties, divided into two exclusive operational zones for efficient service delivery:

- Zone A: Turkana, Mandera, Wajir, Marsabit, West Pokot, Baringo, Laikipia, Meru, Tharaka Nithi, Kitui, and Embu (Total: 11 Counties).
- Zone B: Garissa, Tana River, Isiolo, Samburu, Kajiado, Narok, Kilifi, Kwale, Lamu, Makueni, Taita Taveta, and Nyeri (Total: 12 Counties).

4.4.2 Bidding Options

A Bidder may submit a proposal for a single zone or for both zones. Where a Bidder submits for both zones, the Procuring Entity reserves the right to award one or both zones based on technical merit, financial competitiveness, and operational capacity. The division is based on geographical proximity to existing service infrastructure; the Procuring Entity makes no representation that beneficiary caseloads are equally distributed between zones.

4.5 Payment Processing, Reconciliation, and Funds Flow

4.5.1 Secure Portal

The Service Provider shall establish and maintain a secure, role-based web portal (the Secure Portal) for exclusive use by authorized Procuring Entity employees. The Portal shall enable designated PE staff to initiate, validate, authorize, and finalize payroll file management processes, including: secure upload and validation of the official Payroll file; processing of internal validation checks, data confirmations, and authorization steps; and final authorization for disbursement execution.

4.5.2 File Handling and Acknowledgment

All payroll file receipt, validation, and processing activities shall be conducted exclusively through the Secure Portal. Upon successful submission and initial validation of a Payroll file, the Portal shall automatically generate a printable Acknowledgment of Receipt, made available to the initiating PE employee within one (1) hour of file receipt. The Acknowledgment shall include a unique transaction reference number, timestamp, file checksum, and confirmation of record count.

4.5.3 Crediting of Beneficiary Accounts

The Service Provider shall credit beneficiary accounts with the exact, full transfer value (with no netting, deductions, fees, or liens of any kind) within two (2) hours of final authorization by the Procuring Entity, as measured from the timestamp of final approval in the Secure Portal.

4.5.4 Reconciliation

The Service Provider shall provide a one hundred percent (100%) automated, file-based reconciliation report to the Procuring Entity within twenty-four (24) hours of payment finalization. The report must be at the individual beneficiary level and shall detail: funds received from the Procuring Entity; funds disbursed to beneficiary accounts; successful credits with transaction references; failed credits with detailed error codes and explanations; and uncollected balances with ageing analysis.

4.5.5 Funds Management

The Service Provider shall implement and execute instructions issued by the Procuring Entity concerning the recovery, refund, or reversal of programme funds to a designated Holding Account. Such instructions shall be completed within five (5) working days from the date of issuance. The Service Provider shall also facilitate, in the manner and timeframe prescribed by the Procuring Entity, instructions relating to the imposition of a legal lien or encumbrance on programme funds, specifically where such funds constitute programme deposits. Instructions for the imposition of a lien shall be completed immediately upon receipt of formal written directive from the Procuring Entity.

4.5.6 Scalability for Shock-Responsive Payments

The Service Provider must demonstrate capacity to scale payment processing rapidly to accommodate HSNP's shock-responsive mandate. Technical proposals must detail: the system architecture and transaction-per-second (TPS) capacity; documented stress-test results demonstrating ability to handle three (3) times

normal transaction volumes within twenty-four (24) hours' notice; and specific protocols for emergency payment activation, including pre-positioning of liquidity and agent readiness.

4.6 MIS, Data Management, and Security

4.6.1 MIS Oversight Platform

The Service Provider shall develop, host, and maintain a secure, high-availability, web-based Management Information System (MIS) oversight platform for exclusive use by the Procuring Entity. This platform must provide, at minimum:

- (a)** Secure access provision for at least three (3) dedicated user accounts for authorized Procuring Entity staff, governed by robust authentication (multi-factor authentication) and role-based access controls.
- (b)** Real-time, read-only access to view all beneficiary account balances in respect of programme funds.
- (c)** Detailed, auditable logs of all beneficiary account activity, including deposits (credits) and withdrawals (debits), with timestamps and transaction references.
- (d)** Functionality for Procuring Entity staff to query and extract detailed beneficiary account statements for any specified period, clearly indicating the mode of withdrawal (USSD, ATM, Agent, OTC) and the unique identification of the withdrawal node (agent ID, branch code, ATM identifier, or recipient mobile money transaction reference).
- (e)** A real-time dashboard displaying key performance indicators, including total programme funds held per county, fund access velocity per county, transaction success rates, and system uptime.

4.6.2 API Integration

The Service Provider shall implement a secure, modern, RESTful Application Programming Interface (API) for real-time and batch integration with the HSNP MIS. The Service Provider must provide comprehensive API documentation, a sandbox environment for testing, and dedicated technical support during the integration period.

4.6.3 Data Protection and Localization

The Service Provider shall comply in full with the Data Protection Act, 2019. The Service Provider shall sign a binding Data Processing Agreement and act exclusively as a Data Processor on behalf of the Procuring Entity, who is the Data Controller. All HSNP beneficiary Personally Identifiable Information (PII) and transaction data must be stored, processed, and backed up on servers physically located within the Republic of Kenya at all times. Cross-border transfer of beneficiary data is strictly prohibited without prior written authorization from the Procuring Entity and the Office of the Data Protection Commissioner.

4.6.4 Data Ownership and Confidentiality

All beneficiary data shall remain the exclusive property of the Procuring Entity at all times. The Service Provider is strictly prohibited from using, sharing, analyzing, commercializing, or retaining such data for any purpose other than the execution of this contract. In particular, the Service Provider shall not engage in cross-selling of financial products or services to beneficiaries using programme data without explicit, separate, informed consent obtained in compliance with the Data Protection Act.

Upon contract termination or expiry, all beneficiary data must be securely transferred to the Procuring Entity or expunged per the Procuring Entity's written instructions. A certificate of data destruction, specifying the method and date of destruction, must be provided within fourteen (14) days of contract end.

4.6.5 Information Security

The Service Provider must demonstrate a robust Information Security Management System (ISMS) certified to ISO/IEC 27001 or equivalent international standard. Security measures must include: encryption of all data at rest and in transit using industry-standard algorithms; annual third-party security audits and penetration testing; secure development lifecycle practices; and incident response protocols. All security audit reports must be shared with the Procuring Entity within thirty (30) days of completion.

4.7 Communication and Beneficiary Outreach

4.7.1 IEC Strategy

In close coordination with the Procuring Entity, the Service Provider shall develop and execute a comprehensive Information, Education, and Communication (IEC) strategy. All materials, messaging, and campaigns must be pre-approved in writing by the Procuring Entity and pre-tested with beneficiary focus groups before deployment.

4.7.2 Accessible Materials

All communication materials must be produced in English, Kiswahili, and relevant local languages of the ASAL communities. Communication channels must be accessible to the target population and may include: radio broadcasts; SMS notifications; public barazas and community meetings; agent-level posters and brochures; and interactive voice response (IVR) systems.

4.7.3 Core Messaging

All beneficiary communication must clearly and consistently convey that: (a) HSNP payments are an entitlement and a right; (b) accessing HSNP payments is free of charge to the beneficiary for the first two (2) withdrawals per payment cycle; and (c) any unauthorized fees charged by agents are prohibited and should be reported through the Grievance and Redress Mechanism.

4.8 Case and Grievance Management

4.8.1 Toll-Free Call Centre

The Service Provider shall establish and operate a robust, toll-free, multi-lingual call centre accessible from all programme counties. The call center must be staffed during extended business hours (6:00 AM to 8:00 PM, Monday through Saturday).

4.8.2 Case Management System

The Service Provider shall implement a modern, closed-loop Case Management System (CMS) that: logs every case with a unique ticket number; tracks case status from receipt through resolution; records all actions taken and communications; and enables escalation protocols. The Procuring Entity shall be provided with real-time, read-only access to this system.

4.8.3 Resolution Timelines

The Service Provider shall adhere to the following resolution timelines: simple cases (e.g., balance inquiries, PIN resets) within forty-eight (48) hours; standard cases (e.g., failed transactions, account access issues) within five (5) working days; and complex cases (e.g., fraud, data discrepancies) within seven (7) working days. Critical cases involving fraud, non-payment, or data breach must be escalated to a designated Procuring Entity contact point within four (4) hours of verification.

4.8.4 Reporting

The Service Provider shall provide the Procuring Entity with detailed monthly reports on GRM activity, including: case types and volumes; geographical distribution of cases; average resolution times; trends analysis; and outcomes. Real-time access to the CMS dashboard shall remain available to authorized Procuring Entity staff at all times.

4.9 Risk Management, Audit, and Business Continuity

4.9.1 Regulatory Compliance

The Service Provider shall comply with all relevant Kenyan financial regulations, including CBK Prudential Guidelines, Anti-Money Laundering (AML) requirements, and Countering the Financing of Terrorism (CFT) obligations. Compliance reports shall be submitted to the Procuring Entity upon request.

4.9.2 Risk Register

The Service Provider shall develop and maintain a joint HSNP-PSP Risk Register, to be reviewed and updated quarterly as part of the Quarterly Business Review (QBR). The Risk Register must identify operational, financial, technological, regulatory, and reputational risks, together with mitigation strategies and responsible officers.

4.9.3 Right to Audit

The Procuring Entity, its appointed auditors (internal or external), and regulatory authorities shall have full, unrestricted access to all records, systems, personnel, and locations (including agent sites and sub-contractor premises) related to this contract. This right extends to all sub-contractors and may be exercised upon reasonable notice, which shall not exceed forty-eight (48) hours except in cases of suspected fraud or material breach, where immediate access may be required.

4.9.4 Business Continuity and Disaster Recovery

The Service Provider shall develop, test, and maintain a comprehensive Business Continuity Plan (BCP) and Disaster Recovery (DR) capability. The BCP must guarantee: a Recovery Time Objective (RTO) of not more than four (4) hours for critical payment systems; and a Recovery Point Objective (RPO) of not more than fifteen (15) minutes. The Service Provider shall conduct a full, live DR test at least annually and provide the test report to the Procuring Entity within fourteen (14) days of completion.

4.10 Value-Added Services and Financial Inclusion

4.10.1 Proposal Separation

Technical proposals must clearly separate the proposed solution for core HSNP services from any proposed value-added services. Evaluation shall be conducted on the core service solution only; value-added services shall not influence the technical score but may be considered as a tie-breaker where proposals are otherwise equal.

4.10.2 Opt-In Mechanism

Any value-added services (e.g., savings products, micro-loans, airtime purchase, insurance) offered to beneficiaries must be on a strict opt-in basis, requiring explicit, auditable beneficiary consent obtained through a clear and transparent process. Under no circumstances shall value-added services compromise the core HSNP cash transfer, be a condition for receiving the transfer, or result in any deduction from the beneficiary's entitlement.

PART V: SERVICE LEVEL AGREEMENT AND KEY PERFORMANCE INDICATORS

The Service Provider's performance shall be measured against a detailed, binding Service Level Agreement (SLA) to be executed as Annex 4 to the contract. The SLA shall define a schedule of financial penalties for failure to meet agreed-upon Key Performance Indicators (KPIs), as well as incentives for exceptional performance. The following table provides a summary of core KPIs; the full SLA in Annex 4 contains detailed measurement methodologies, reporting requirements, and penalty structures.

Service Area	Key Performance Indicator	Target / Standard
Enrolment	Percentage of beneficiaries with active, mobile-linked accounts	98% within 30 days of Payment-Ready List
Payment Processing*	Percentage of beneficiary accounts successfully credited	99.95% within 2 hours of authorization
Payment Processing*	USSD-to-Mobile Money transaction success rate	> 99.5%
System Uptime*	Payment Switch and USSD Gateway availability	99.98% (24/7 monitored)
Agent Network	Network coverage (valid cardholders within 5km of agent)	95% of beneficiaries
Agent Network	Agent liquidity success rate (first attempt)	98% full entitlement access
Case Management	Call centre abandon rate	< 5%
Case Management	Simple case resolution (balance inquiry, etc.)	95% within 48 hours
Case Management	Complex case resolution (fraud, data issues)	90% within 7 working days
Reporting*	Daily reconciliation report submission	By 10:00 AM daily (100% accuracy)
Reporting	Monthly performance report submission	By 5th working day of following month

Failure to meet any critical KPI (marked with an asterisk above) for two consecutive months or three times within any rolling six-month period shall constitute a material breach of contract, entitling the Procuring Entity to terminate the contract in accordance with Part VIII, Section 8.9.

PART VI: ROLES AND RESPONSIBILITIES

6.1 Responsibilities of the Service Provider

In addition to the Scope of Services described in Part IV, the Service Provider shall:

- (a) Bear all costs associated with fulfilling this contract, including but not limited to technology infrastructure, personnel, agent network establishment and maintenance, training materials, security audits, insurance, and all operational expenses.
- (b) Maintain all necessary licenses and permits (including CBK licensing) to legally operate as a payment service provider in Kenya throughout the contract period.
- (c) Appoint a qualified Data Protection Officer (DPO) as required by the Data Protection Act, 2019, and notify the Procuring Entity of the DPO's identity and contact details within fourteen (14) days of contract signing.

(d) Immediately report any suspected or confirmed fraud, data breach, or major security incident to the Procuring Entity within two (2) hours of detection, via a dedicated, twenty-four (24) hour security contact point.

(e) Maintain the following insurance coverage throughout the contract period: (i) Professional Indemnity Insurance: minimum Kenya Shillings Ten Million (KES 10,000,000) per occurrence and in aggregate; (ii) Cyber Liability Insurance: minimum Kenya Shillings One Hundred Million (KES 100,000,000) covering data breaches and cyber incidents; (iii) Fidelity Guarantee Insurance: covering all employees handling programme funds; and (iv) Public Liability Insurance: minimum Kenya Shillings Fifty Million (KES 50,000,000).

(f) Ensure that all beneficiary enrolment activities involving biometric data capture and account pre-generation are undertaken solely by the Service Provider's own permanent, duly certified, and directly employed staff. Third-party contractors, agents, sub-contractors, or casual personnel shall not be engaged in these activities.

(g) Comply with all applicable tax obligations, including deduction and remittance of Pay As You Earn (PAYE), Value Added Tax (VAT), and any other statutory deductions as required by law.

6.2 Responsibilities of the Procuring Entity (NDMA)

The Procuring Entity shall:

(a) Provide the Service Provider with accurate, timely, and complete beneficiary data in the agreed-upon secure format (the Payment-Ready List) at least five (5) working days before the scheduled payment date.

(b) Ensure timely transfer of the payment cycle value to the Service Provider's designated Holding Account. The Procuring Entity may transfer the net amount after accounting for any existing balances in the Holding Account.

(c) Provide timely policy decisions, approvals, and authorizations to facilitate smooth service delivery.

(d) Act as the primary interface for programme-level coordination with government ministries, county governments, and development partners.

(e) Monitor the Service Provider's performance against the SLA and conduct periodic audits and reviews.

(f) Facilitate access to programme operational areas and communities for the Service Provider's staff and agents, including coordination with county authorities where necessary.

PART VII: FINANCIAL PROPOSAL REQUIREMENTS (To be provided for in a separate envelope)

7.1 Transaction Charges

Bidders are required to observe the following principles when preparing their financial proposals:

(a) All applicable charges must be quoted strictly on a per-successful-transaction or per-service basis. Lump-sum or fixed-fee quotations shall not be accepted.

(b) Quoted charges must be all-inclusive, representing the total, final, and fixed cost to the Procuring Entity for each successfully processed transaction, regardless of the operational zone in which the transaction is executed.

(c) The Bidder may quote either: (i) a single uniform price applicable to both Zone A and Zone B; or (ii) separate prices for each zone, clearly justified by documented and verifiable cost differences. The Procuring Entity shall evaluate bids on value-for-money principles.

(d)The Service Provider shall under no circumstances levy any additional charges, hidden fees, surcharges, or administrative costs beyond the agreed-upon all-inclusive per-transaction charge.

(e)The Service Provider shall execute cash transfer disbursements for both regular monthly cycles and emergency scale-up transfers, maintaining full flexibility for dynamic adjustment of individual cycle transfer values and execution of consolidated lump-sum payments where required.

(f)Transaction Value Application: Where a lump-sum payment is executed as a single transaction, the total aggregated transaction value (not the value of individual components) shall be applied against the transaction bands specified in Section 7.2 for the purpose of calculating tariffs.

(g)For the purposes of this TOR, a "Successful Transaction" means the full and accurate crediting of the payroll amount (or aggregated lump-sum amount) to the beneficiary's account with no reversal, error, or failure attributable to the Service Provider. Where a lump-sum payment consolidates multiple cycles or partner interventions, the total aggregated value shall be treated as a single successful credit for tariff purposes, with individual components tracked separately for reconciliation and reporting.

(h)The Service Provider shall submit monthly invoices, together with transaction reports, SLA compliance summaries, and all supporting documentation. The Procuring Entity shall process payments in Kenyan Shillings (KES) within thirty (30) days of verification of a valid invoice. The Service Provider shall be responsible for all applicable taxes. The Procuring Entity may withhold payment of any disputed amounts, provided written explanation is given within ten (10) working days of invoice receipt.

(i)The Procuring Entity may set off or deduct from any amounts payable to the Service Provider: any sums owed by the Service Provider under this or any other contract; any penalties or liquidated damages imposed under the SLA; and any amounts claimed for breach of contract. Written notice of any set-off or deduction shall be provided together with supporting documentation.

7.2 Schedule of Maximum Transaction Charges

The following schedule sets out the transaction bands for beneficiary payment credits. Bidders shall insert their quoted price for each band:

Transaction Type / Service	Band / Amount (KES)	Unit	Quoted Price (KES)
Field-Based Beneficiary Enrolment	Flat Fee (per beneficiary)	Per enrolment	[Bidder to Insert]
Beneficiary Payment / Credit	Band 1: KES 500 - 1,000	Per credit	[Bidder to Insert]
Beneficiary Payment / Credit	Band 2: KES 1,001 - 2,000	Per credit	[Bidder to Insert]
Beneficiary Payment / Credit	Band 3: KES 2,001 - 2,700	Per credit	[Bidder to Insert]
Beneficiary Payment / Credit	Band 4: KES 2,701 - 5,400	Per credit	[Bidder to Insert]
Beneficiary Payment / Credit	Band 5: KES 5,401 - 10,000	Per credit	[Bidder to Insert]
Beneficiary Payment / Credit	Band 6: KES 10,001 and above	Per credit	[Bidder to Insert]

Note on Beneficiary Fees

All HSNP cash transfers must be delivered to the beneficiary account in full, without any deduction. The Service Provider is compensated solely by the Procuring Entity as per the rates quoted above. The Service Provider shall ensure that the first two (2) withdrawal transactions by a beneficiary per payment cycle are provided entirely free of charge, regardless of the Fund Access Channel used (USSD, ATM, Agent, Bank outlet). Unauthorized fees charged to beneficiaries shall result in financial penalties as defined in the SLA and may constitute grounds for contract termination.

PART VIII: GENERAL CONDITIONS

The following General Conditions shall form an integral part of any contract resulting from this procurement. These provisions are binding upon the Procuring Entity and the successful Bidder (the Service Provider) and shall be incorporated, mutatis mutandis, into the contract documents.

8.1 Assignment and Sub-contracting

(a)Assignment: Neither party may assign, transfer, or novate this contract, in whole or in part, without the prior written consent of the other party. Any purported assignment without such consent shall be void.

(b)Sub-contracting: The Service Provider may sub-contract specific elements of the services only with the prior written approval of the Procuring Entity. The Service Provider shall remain fully liable for all acts and omissions of sub-contractors as if they were its own.

(c)Change of Control: The Service Provider must notify the Procuring Entity in writing within fourteen (14) days of any change in ownership, control, or corporate structure that could affect performance of this contract.

(d)The Procuring Entity may withhold consent to any assignment or sub-contracting where the proposed assignee or sub-contractor lacks the requisite qualifications, licences, or track record.

8.2 Indemnification

The Service Provider shall indemnify and hold harmless the Procuring Entity, its officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising from:

(a)The Service Provider's breach of any term of this contract;

(b)Negligence or wilful misconduct of the Service Provider, its employees, agents, or sub-contractors;

(c)Violation of any applicable law, including data protection, financial services, and anti-money laundering regulations;

(d)Infringement of any intellectual property rights of third parties in the course of performing this contract.

This indemnification shall survive the termination or expiry of this contract for a period of three (3) years.

8.3 Limitation of Liability

Except for breaches of confidentiality, data protection violations, fraud, or indemnification obligations:

(a)Neither party's total aggregate liability under or in connection with this contract shall exceed the total contract value paid or payable during the twelve (12) months preceding the event giving rise to liability.

(b)Neither party shall be liable for indirect, consequential, special, or punitive damages, including loss of profits, loss of business, or loss of reputation, howsoever arising.

(c)The Service Provider's liability for failed or delayed payments shall be limited to the financial penalties prescribed in the SLA.

Nothing in this Section shall limit either party's liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable law.

8.4 Force Majeure

Neither party shall be liable for failure to perform any obligation under this contract to the extent that such failure is caused by an event of Force Majeure. For the purposes of this contract, Force Majeure means any event beyond the reasonable control of the affected party, including but not limited to: acts of God; war, terrorism, or civil unrest; government actions or changes in law; natural disasters; epidemics or pandemics; or systemic failure of telecommunications or financial market infrastructure.

The affected party must:

- (a) Notify the other party in writing within forty-eight (48) hours of the occurrence of the Force Majeure event, describing the nature and expected duration of the event;
- (b) Use all reasonable endeavours to mitigate the effect of the Force Majeure event and resume performance as soon as practicable;
- (c) Provide evidence of the Force Majeure event and its impact upon request.

Performance shall be suspended during the period of Force Majeure, and the contract may be terminated by either party if the Force Majeure event continues for a period exceeding sixty (60) consecutive days.

8.5 Change Management

Changes to the scope, specifications, or terms of this contract shall be managed as follows:

- (a) Either party may request changes in writing, specifying the nature of the proposed change, the rationale, and the anticipated impact on scope, timeline, cost, and legal or regulatory compliance.
- (b) The receiving party shall assess the proposed change and respond in writing within fourteen (14) days, either accepting the change (with or without modifications) or declining it with reasons.
- (c) No change shall be implemented until a written Change Order, signed by authorized representatives of both parties, has been executed.
- (d) Where a change results in an increase or decrease in contract value exceeding ten percent (10%) of the original contract price, the Procuring Entity shall seek approval from the Public Procurement Regulatory Authority in accordance with the PPADA, 2015.

8.6 Intellectual Property

- (a) **Pre-existing Intellectual Property:** Each party retains ownership of all intellectual property rights in materials, technology, and know-how that existed prior to the commencement of this contract.
- (b) **Developed Intellectual Property:** All intellectual property developed specifically for or under this contract in connection with the HSNP shall be owned by the Procuring Entity. The Service Provider shall execute all documents necessary to perfect the Procuring Entity's ownership.
- (c) **Licence:** The Service Provider grants to the Procuring Entity a perpetual, irrevocable, royalty-free, non-exclusive licence to use, modify, and sub-licence any of the Service Provider's pre-existing intellectual property that is incorporated into deliverables under this contract, to the extent necessary for the Procuring Entity to use and benefit from the deliverables.
- (d) **Moral Rights:** The Service Provider waives all moral rights in deliverables to the fullest extent permitted by law.

(e)The Service Provider warrants that it has the right to use and licence all intellectual property provided under this contract and that such use does not infringe the rights of any third party.

8.7 Confidentiality

(a)Confidential Information means all information disclosed by either party in connection with this contract, including but not limited to: beneficiary data and PII; business processes and operational procedures; technical specifications and system architecture; financial information; and the terms of this contract.

(b)Each party shall hold all Confidential Information in strict confidence and shall not disclose it to any third party without the prior written consent of the disclosing party, except as required by law or to professional advisors bound by duties of confidentiality.

(c)The obligations of confidentiality shall survive the termination or expiry of this contract for a period of seven (7) years.

(d)Upon termination of this contract, the Service Provider shall promptly return or destroy all Confidential Information (including copies) as directed by the Procuring Entity, and shall certify such return or destruction in writing.

Breach of confidentiality shall constitute a material breach of contract.

8.8 Notices

All notices, demands, or other communications under this contract shall be in writing and shall be deemed duly given if:

(a)Delivered by hand: upon actual delivery to the recipient's address and acknowledgment of receipt (including by signed receipt, official stamp, or dated acknowledgment).

(b)Sent by registered post or recognized courier: on the date of delivery as evidenced by the delivery receipt or tracking record.

(c)Sent by email: on the date and time the email is sent (as recorded by the sender's email system), provided no automated delivery failure message is received within twenty-four (24) hours.

All formal communications shall be in the English language.

Addresses for service of notices:

To the Procuring Entity:

- National Drought Management Authority
- 17th Floor, Lonrho House, Standard Street
- P.O. Box 53547 - 00200, Nairobi, Kenya
- Attention: Deputy Director, Supply Chain Management
- Email: info@ndma.go.ke
- Phone: +254 722 200656 / +254 020 2224324

To the Service Provider:

- To be provided upon Acceptance of Award

Either party may change its address for notices by written notification to the other party.

8.9 Termination

This contract may be terminated as follows:

(a)Termination for Convenience: Either party may terminate this contract by giving the other party not less than sixty (60) days' prior written notice.

(b)Termination for Material Breach: Either party may terminate this contract immediately if the other party commits a material breach and fails to remedy such breach within thirty (30) days of receiving written notice specifying the breach and requiring its remedy.

(c)Termination for Cause: The Procuring Entity may terminate this contract immediately, without prior notice, in the event of: fraud or corrupt practices by the Service Provider; insolvency, bankruptcy, or winding-up of the Service Provider; revocation or suspension of the Service Provider's CBK licence or ODPC registration; or persistent failure to meet critical KPIs as defined in the SLA.

(d)Termination for Force Majeure: Either party may terminate this contract if a Force Majeure event continues for more than sixty (60) consecutive days.

Upon termination or expiry of this contract:

(i)All beneficiary data shall be returned to the Procuring Entity or destroyed as per the Procuring Entity's written instructions, with a certificate of destruction provided.

(ii)All pending, validated payments shall be completed in accordance with the Procuring Entity's instructions.

(iii)The Service Provider shall cooperate fully in the orderly transition to a new service provider, including transfer of knowledge, data, and operational documentation.

(iv)The Procuring Entity shall pay the Service Provider for all services satisfactorily performed and accepted up to the date of termination, less any amounts owed by the Service Provider.

8.10 Entire Agreement

(a)This contract (including all annexes, schedules, and amendments) constitutes the entire agreement between the parties and supersedes all prior agreements, representations, and understandings, whether written or oral, relating to the subject matter hereof.

(b)No amendment, modification, or variation of this contract shall be valid unless made in writing and signed by authorized representatives of both parties.

(c)No waiver of any provision of this contract shall be effective unless made in writing and signed by the waiving party. No failure or delay by either party in exercising any right or remedy shall constitute a waiver thereof.

(d)If any provision of this contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

(e)Nothing in this contract shall be construed as creating a partnership, joint venture, agency, or employment relationship between the parties. The Service Provider is an independent contractor and nothing in this contract confers any authority on the Service Provider to bind the Procuring Entity.

PART IX: ANNEXES

The following annexes form an integral part of this Terms of Reference. All Bidders must review and acknowledge all annexes in their technical proposals:

Reference	Description	
Annex 1	HSNP Operational Areas and Beneficiary Volumes	
Annex 2	Operational Requirements for Integration of HSNP and PSP	
Annex 3	Programme Grievance and Case Management: Standard Procedures	
Annex 4	Service Level Agreement (SLA) for Payment Service Provider	

Bidders are advised that failure to address the requirements set out in the Annexes may result in disqualification or a reduced technical score during evaluation.

ANNEX 1

**HSNP OPERATIONAL AREAS AND
BENEFICIARY VOLUME**

1.0 Introduction and Purpose

This Annex 1 forms an integral part of the Terms of Reference (TOR) for the Procurement of a Payment Service Provider for the Hunger Safety Net Programme (HSNP), Reference Number NDMA/HSNP/PSP/2026-2029, issued by the National Drought Management Authority ("the Procuring Entity").

The purpose of this Annex is to delineate the operational scope, geographic coverage, zone division, and targeted beneficiary distribution for the HSNP. All Bidders are required to review and acknowledge the contents of this Annex in their technical proposals. Failure to address the operational requirements set out herein may result in disqualification or a reduced technical score during evaluation.

This Annex shall be read in conjunction with the TOR, particularly Part IV, Section 4.4 (Geographical Coverage and Operational Zoning), and all other Annexes forming part of this procurement document. In the event of any inconsistency between this Annex and the main body of the TOR, the TOR shall prevail.

2.0 Definitions and Interpretation

Unless the context otherwise requires, the following terms used in this Annex shall have the meanings assigned to them in the TOR:

Term	Definition
ASAL	Arid and Semi-Arid Lands — the 23 counties designated by the NDMA as drought-prone and eligible for HSNP services.
Beneficiary	An individual or household officially enrolled in the HSNP registry and entitled to receive cash transfers as per the Payment-Ready List.
Group 1 (Routine)	Chronically poor and vulnerable households receiving regular, predictable cash transfers of KES 2,700 per payment cycle.
Group 2 (Shock-Responsive)	Households registered in the HSNP MIS that receive emergency scale-up cash transfers when a climate shock is officially triggered.
HH	Household — the basic targeting unit for HSNP registration and cash transfer delivery.
MIS	Management Information System — the official HSNP database maintained by the Procuring Entity containing all beneficiary records.
Procuring Entity	The National Drought Management Authority (NDMA), a State Corporation established under the NDMA Act, Cap 388.
Service Provider	The successful Bidder, a duly licensed Payment Service Provider contracted to execute the services defined in the TOR.
Zone	An exclusive operational area comprising a defined group of ASAL counties for which a Service Provider may be contracted.

3.0 Operational Zones and County Coverage

In accordance with Section 4.4.1 of the TOR, the HSNP services shall cover all twenty-three (23) Arid and Semi-Arid Lands (ASAL) counties, divided into two (2) exclusive operational zones for efficient service delivery. The zones are structured as follows:

Zone	Counties Included	Total Counties
Zone A	Turkana, Mandera, Wajir, Marsabit, West Pokot, Baringo, Laikipia, Meru, Tharaka Nithi, Kitui, Embu	11
Zone B	Garissa, Tana River, Isiolo, Samburu, Kajiado, Narok, Kilifi, Kwale, Lamu, Makueni, Taita Taveta, Nyeri	12
Total ASAL Counties		23

The division is based on geographical proximity to existing service infrastructure. The Procuring Entity makes no representation that beneficiary caseloads are equally distributed between zones. A Bidder may submit a proposal for a single zone or for both zones. Where a Bidder submits for both zones, the Procuring Entity reserves the right to award one or both zones based on technical merit, financial competitiveness, and operational capacity, as provided in Section 4.4.2 of the TOR.

4.0 HSNP Beneficiary Categories

The HSNP categorizes beneficiaries into two (2) distinct groups based on the nature of the cash transfer assistance they receive. These categories are material to the Service Provider's obligations under the contract and shall inform the technical approach, system architecture, and scalability planning:

4.1 Group 1: Routine/Regular Beneficiaries

Group 1 comprises the most chronically poor and vulnerable households identified to receive regular, predictable cash transfers of Kenya Shillings Two Thousand Seven Hundred (KES 2,700) per payment cycle. These beneficiaries represent the core, non-emergency caseload of the HSNP and are enrolled in the HSNP Management Information System (MIS) for continuous programme support.

The Service Provider shall ensure that all Group 1 beneficiaries maintain active, mobile-linked accounts and receive payments within two (2) hours of final authorization by the Procuring Entity, as specified in Section 4.5.3 of the TOR.

4.2 Group 2: Shock-Responsive/Emergency Beneficiaries

Group 2 comprises households registered in the HSNP MIS that do not receive regular payments. These beneficiaries are targeted to receive emergency scale-up cash transfers of Kenya Shillings Two Thousand Seven Hundred (KES 2,700) when a climate shock (such as severe drought or floods) is officially triggered in their sub-county by the National Drought Early Warning System.

The Service Provider must demonstrate capacity to scale payment processing rapidly to accommodate shock-responsive payments, including system architecture capable of handling three (3) times normal transaction volumes within twenty-four (24) hours' notice, as detailed in Section 4.5.6 of the TOR.

5.0 Beneficiary Volumes for Core 8 Counties

The following table details the registered households and the current distribution into Group 1 (Routine) and Group 2 (Shock-Responsive) for the eight (8) established HSNP counties. These figures represent the baseline caseload upon which the Service Provider shall plan its operational capacity:

County	HH Registered	Group 1 (Routine)	Group 2 (Shock-Responsive)
Mandera	151,607	22,229	129,378
Garissa	91,178	9,252	81,926
Wajir	149,247	19,201	130,046
Marsabit	100,539	20,453	80,086
Samburu	67,329	8,344	58,985
Isiolo	51,498	7,027	44,471
Tana River	81,307	7,377	73,930
Turkana	169,891	39,917	129,974
Sub-Total (8 Counties)	862,596	133,800	728,796

Table 2: Beneficiary Breakdown for Core 8 Counties

The Service Provider shall note that Group 2 volumes in the Core 8 Counties are subject to increase during periods of climate shock activation. The final volume for Group 2 beneficiaries across all 23 ASAL counties shall be determined by drought and flood triggers as applicable, in accordance with the HSNP shock-responsive protocol.

6.0 Volume for Remaining 15 ASAL Counties

For the remaining fifteen (15) ASAL counties not detailed in Section 5.0, the following allocations and principles shall apply:

- Group 1 (Routine/Regular): The total allocation for Group 1 households across these 15 counties shall be Thirty-Three Thousand (33,000) households.
- Group 2 (Shock-Responsive): The final volume for Group 2 households in these counties will be determined by the census registration to be undertaken in those areas prior to programme expansion.
- Operational Focus: The NDMA operational area in these 15 counties shall be focused on one constituency hotspot for drought and floods per county, as identified through the National Drought Early Warning System.

7.0 Illustrative Breakdown of Group 1 Allocation (33,000 HH)

The Thirty-Three Thousand (33,000) Group 1 beneficiaries are illustratively broken down across the 15 expansion counties as set out in Table 3 below. This allocation is indicative and may be refined by the Procuring Entity based on updated targeting data and census registration results:

County	Operational Zone	Group 1 Allocation (HH)
West Pokot	Zone A	2,200
Baringo	Zone A	2,200
Laikipia	Zone A	2,200
Meru	Zone A	2,200
Tharaka Nithi	Zone A	2,200
Kitui	Zone A	2,200
Embu	Zone A	2,200
Kajiado	Zone B	2,200
Narok	Zone B	2,200
Kilifi	Zone B	2,200
Kwale	Zone B	2,200
Lamu	Zone B	2,200
Makueni	Zone B	2,200
Taita Taveta	Zone B	2,200
Nyeri	Zone B	2,200
Total (15 Counties)		33,000

Table 3: Illustrative Group 1 Allocation in 15 Expansion Counties

The Service Provider shall ensure operational readiness to service all counties within its awarded zone(s) from the commencement of the contract period, including phased deployment of agent networks, liquidity management infrastructure, and beneficiary training programmes.

8.0 Total Group 1 Beneficiary Load

The overall total load for Group 1 (Routine/Regular) beneficiaries across all twenty-three (23) ASAL counties is calculated as follows:

Group 1 — Core 8 Counties	133,800 HH
Group 1 — 15 Expansion Counties	33,000 HH
TOTAL GROUP 1 LOAD (All 23 Counties)	166,800 HH

The overall total load for Group 2 (Emergency/Scale-up) beneficiaries across all 23 ASAL counties shall be determined by the drought and flood triggers as applicable, in accordance with the HSNP shock-responsive framework. The Service Provider shall maintain system capacity to process emergency scale-up payments to the full registered caseload in any county within twenty-four (24) hours of trigger activation.

9.0 Governing Framework

This Annex is governed by the legal and regulatory framework set out in Section 2.4 of the TOR, including but not limited to:

- The Constitution of Kenya, 2010, particularly Article 227 (principles of public procurement) and Article 201 (public finance principles);
- The Public Procurement and Asset Disposal Act, 2015 (PPADA), and the Public Procurement and Asset Disposal Regulations, 2020;
- The National Drought Management Authority Act, Cap 388 of the Laws of Kenya; and
- All applicable subsidiary legislation and regulatory guidelines.

The Procuring Entity reserves the right to amend the beneficiary volumes, county coverage, and zone allocations set out in this Annex by written notice to the Service Provider, in accordance with the change management provisions set out in Section 8.5 of the TOR.

ANNEX 2
OPERATIONAL REQUIREMENTS FOR INTEGRATION BETWEEN HSNP AND PSP MIS
SYSTEMS



OPERATIONAL REQUIREMENTS FOR INTEGRATION BETWEEN HSNP AND PSP MIS SYSTEMS

Hunger Safety Net Programme (HSNP) is a cash transfer programme managed by the National Drought Management Authority under the Ministry of Devolution and ASALs. The programme is implemented in the four poorest and arid counties of Turkana, Wajir, Mandera and Marsabit.

In the SLA and inception report, the MIS integration was outlined: “*Real time integration with PSP systems and HSNP system to ensure completeness and accuracy of Programme accounts, payments and case management data of households.*”

This document therefore details the draft requirement specification narrative.

1.1. Rationale

To support full functionality of its developed MIS, HSNP planned to establish automated links with two institutions:

- i. Integrated Population Registration Service (IPRS)
- ii. Single registry

As part of requirements of the NSNP programme, HSNP has already put in place an automated web link to Single Registry to check against potential cases of double dipping with other four cash transfer programmes namely: (i) Older Persons Cash Transfer Programme (ii) Persons with Severe Disability Cash Transfer Programme (iii) Urban Food Subsidy Cash Transfer Programme and (iv) Orphans and Vulnerable Children Cash Transfer Programme. The Single Registry hosted at the Social Protection Secretariat acts as a Gateway providing one service that: (i) checks for duplicates (based on National ID) across programme databases (ii) links to Integrated Population Registration Service (IPRS) 30 million population register (iii) Provides National Safety Net Programme bi-monthly reports.

HSNP has also established direct links with IPRS. Evidently, the Case Management module of HSNP MIS which has been decentralized to counties and sub-counties is connected to IPRS’s ID verification web service. With IPRS link in place, HSNP MIS users at the county and sub county levels are able to validate registered recipients who acquire IDs leading to quick turnaround on HSNP operations especially resolution of cases.

The link to PSP is therefore, the remaining but important integration. The desire for integration to PSP systems is driven by practical, operational challenges with the current mechanism of data exchange. These include:

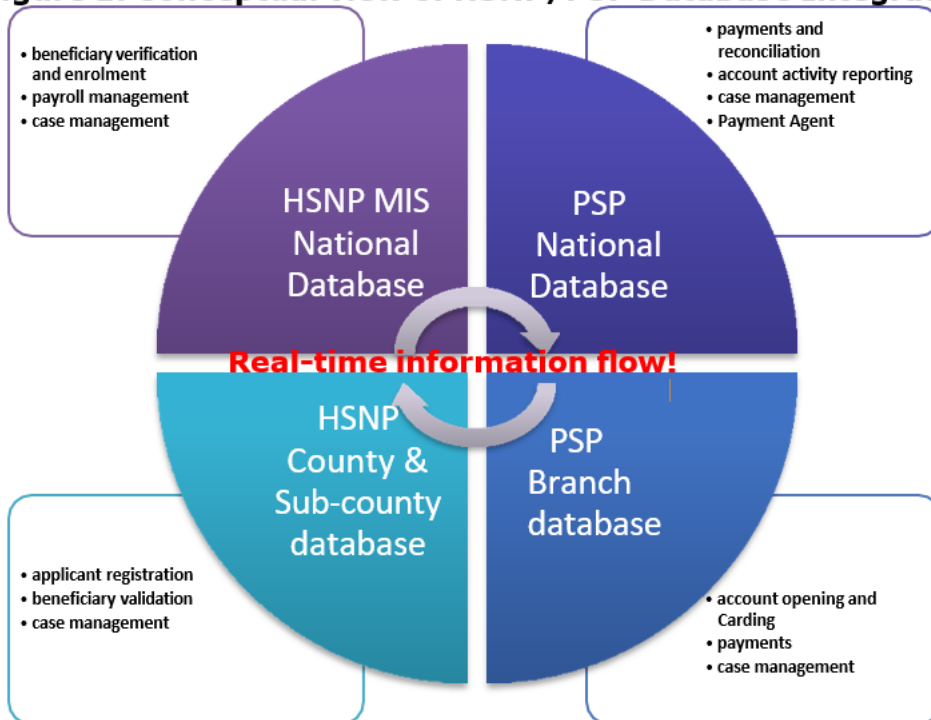
- Inability to serve the beneficiaries who turn up at branches for getting accounts opened/activated due to lack of data/updates from HSNP in the system(s) of EB branches;
- Inability to include the new accounts opened/activated by EB for inclusion in the regular/irregular payrolls by HSNP;
- Delays in data sharing with HSNP make it difficult for HSNP to report on progress indicators to wider stakeholders through online dashboard reports. The reports remain outdated.
- Conversion errors of manual files shared i.e. exports to Excel often leads to truncation of the ID Number and other field;
- Reliance on critical staff to manually update the data before it can be available for reporting;

- Inability to maintain a single source of truth for all the stakeholders across partners.

It is therefore necessary to **design a secure and automated mechanism of real time data sharing between HSNP and PSP.**

- As set out in figure 1 below, what is envisioned, therefore, is **real-time system to system integration between HSNP MIS and PSP systems.** To achieve this, it is therefore important that both HSNP MIS and PSP systems ensure real-time updates on their databases that handle HSNP beneficiary data at national and field/county/sub county levels. This ensures that the information exchanged is reflected on HSNP and PSP databases at national and county /sub

Figure 1: Conceptual view of HSNP/PSP Database Integration



Several meetings have been held on this agenda with the last one resolving that HSNP to share a detailed integrations requirement document for review. We have also conducted meetings and requirement gathering with our county teams to generate their specific views which have been incorporated in this document.

1.1. Operational Requirements

The key operational requirements identified for data exchange between PSP systems and HSNP MIS include:

- *Account Opening and Activation Data*
 - **Pushing** Account Opening Data from HSNP MIS to PSP MIS.
 - **Pushing** Account Activation Data from HSNP MIS to PSP MIS.
 - **Pulling** Account Opening Data from PSP MIS to HSNP MIS.
 - **Pulling** Account Activation Data from PSP MIS to HSNP MIS.
- *Card Issuance and Replacement Data*

- **Pulling** Card Issuance Data from PSP MIS to HSNP MIS.
- **Pulling** Card Replacement Data from PSP MIS to HSNP MIS.
- **Pushing** Card Replacement Data from HSNP MIS to PSP MIS.
- *Agent Data*
 - **Pulling** Active Agent by Payment Cycle Data from PSP MIS to HSNP MIS.
- *Payroll Data*
 - **Pushing** Payroll Data from HSNP MIS to PSP MIS.
 - **Pulling** Reconciliation Data from PSP MIS to HSNP MIS.
- *Account Activity Reports*
 - **Pulling** account activity reports (Zero Access, inactive accounts and dormant accounts) PSP MIS to HSNP MIS.
- *Case Management Data*
 - **Pushing** case management jobs from HSNP MIS to PSP MIS.
 - **Pulling** case management job resolutions from PSP MIS to HSNP MIS.

Detail data requirements for each operational requirement are set out in section 1.4 below.

1.4. Data Requirements

Requirement	Description	Data Source	Data Variables
Get Session Key	Get Security Session Key	HSNP MIS	(i) API User ID (ii) API Password
Account Opening Data	Pulling account opening data	HSNP MIS	(i) Households ID (ii) Recipient ID No (iii) Recipient Names (iv) DOB (v) Gender (vi) Kra Pin (vii) County (viii) Sub County (ix) Division (x) Location (xi) Sub Location (xii) Village (xiii) Group (1/2) (xiv) Relationship to HH Head (xv) Household member No (xvi) IPRS status (xvii)GPS Longitude (xviii) GPS Latitude)
	Pushing Enrollment Record	PSP MIS	(i) Households ID (ii) Recipient ID No (iii) Enrollment ID (iv) Household member No (v) Account Status (Active/Inactive)
	Pushing account opening data	PSP MIS	(i) Households ID (ii) Recipient ID No (iii) Recipient Names (iv) Account ID (v) Account Status (Active/Inactive)
Card Issuance Data	Pulling card Issuance and Replacement data	PSP MIS	(i) Households ID (ii) Account ID (iii) Recipient ID No (iv) Recipient Names (v) Card Issuance Date/Time (vi) Card Number (vii) Card Expiry Date
	Pulling card replacement data	PSP MIS	(i) Households ID (ii) Account ID (iii) Recipient ID No (iv) Recipient Names (v) Card Issuance Date/Time (vi) Card Number (vii) Card Expiry Date

Agent Data	Pulling Active Agents Data (Monthly)	PSP MIS	(i) Agent ID (ii) Agent Names (iii) Branch ID (iv) County (v) Sub County (vi) Division (vii) Location (viii) Sub Location (ix) GPS Longitude (x) GPS Latitude (xii) Last transaction Date in the Month
Payroll Data	Pushing Payroll Data to PSP Systems	HSNP MIS	(i) Households ID (ii) Account ID (iii) Recipient ID No (iv) Recipient Names (v) Payroll Type (G1/G2) (vi) Cycle Amount (vii) Payroll Generation Date (viii) Payment Date (scheduled) (ix) Cycle ID (x) Cycle Name
	Pulling Payroll Reconciliation Data	PSP MIS	(i) Households ID (ii) Account ID (iii) Recipient ID No (iv) Recipient Names (v) Cycle Amount (vi) Payment Date (Actual) (vii) Cycle ID (viii) Cycle Name (ix) Transaction Reference (x) Amount paid (xi) Transaction Status
Account Activity Reports	Pulling account activity reports (Scheduled Jobs)	PSP MIS	(i) Account ID (ii) Recipient Name (iii) Recipient ID No (iv) Account Status (Active/inactive/Dormant/Frozen) (v) Withdrawal Activity (Yes/No) (vi) First Transaction Date (vii) Last Transaction Date
Case Management Data	Pushing Case Management Jobs to PSP databases (Real time)	HSNP MIS	(i) Case ID (ii) Case Type (iii) Case Description (iv) Date of Registration (v) Job Number (vi) Date Assigned to PSP (vii) Household ID (viii) First name, (ix) Middle Name, (x) Surname, (xi) ID No, (xii) County ID (xiii) Sub County (xiv) Division (xv) Location (xvi) Sub Location (xvii) Village
	Pushing Ticket Number	PSP MIS	(i) Case ID (ii) Ticket Number (iii) Case Status (iv) Resolution description
	Pulling Case Management Job resolutions from PSP databases	PSP MIS	(i) Case ID (ii) Ticket Number (iii) Date of Registration (iv) Job Number (v) Resolution Description (vi) Comments

ANNEX 3

PROGRAMME GRIEVANCE AND CASE MANAGEMENT: STANDARD PROCEDURES

ANNEX 3 - PROGRAMME GRIEVANCE AND CASE MANAGEMENT: STANDARD PROCEDURES

4.0 GRIEVANCE AND CASE MANAGEMENT

4.1 Overview

The HSNP Case Management System (CMS) is used to handle updates, complaints, special cases and exceptions to the regular operational cycle, including error, fraud and corruption. The CMS is decentralized to enable beneficiaries to register their complaints and updates in their Counties. The CMS is highly integrated with and supported by the MIS.

The MIS is used to track complaints and to manage the resolution process by sending the complaint to the appropriate user/officer through each stage of the resolution process.

Case Management is broadly divided into two types of cases:

- i. 1. Beneficiary information Updates
- ii. 2. Complaints and Grievances

4.2 Objectives

- i. 1. Explain processes and procedures for resolution of cases, complaints and grievances;
- ii. 2. Provide guidance to all NDMA employees and third-party entities implementing the program on behalf of the Authority on receiving, registering, assessing and resolving beneficiary updates or complaints emanating from HSNP operations and activities at both the County and National level.

The HSNP complaints, Grievance and Case Management procedures have been aligned to NDMA Complaints Handling Procedure (CHP) to effectively address dissatisfaction by providing quick, fair and appropriate response to complaints for improved service delivery.

4.3 Channels for Case Management

The Programme has established a number of G&CM channels through which beneficiaries and stakeholders can launch complaints and cases. These include:

- i. **Case Management Form:** The HSNP Case Management Form is used to record Complaints and updates falling into the fixed categories. This form is filled by Chiefs/Assistant Chiefs and authorized officers then signed off by a new recipient, an old recipient, Elders, POs, and Chiefs/Assistant Chiefs.
- ii. **Case Management System:** The HSNP Case Management System (CMS) offers a platform through which the Programme handles updates and complaints.
- iii. **Telegram:** HSNP Telegram allows for quick data lookup by PMs and POs, it is an online mobile based application that gives details of HHs membership, paid cycles, HH case management status and account status (dormant, active or no account).
- iv. **SMS:** A free short code number (21801) is available to the general public. Beneficiaries can check information on their households. The short code also allows quick information checks and users can raise complaints as the system provides an SMS question and answer wizard for registration on complaints. On completing the wizard, the complaint is added to the CMS workflow for resolution.
- v. **Toll free number:** HSNP has a toll-free number (0800 720 727) for anyone to submit a complaint regarding the programme. A dedicated officer at HQ handles all calls and channels the complaints/cases to relevant officers. The toll-free line is available between 8am and 5pm during working days.
- vi. **Web based Complaint Management Service:** This is for the public to register cases and allows wider access to the CMS and faster resolution arising from real-time registration of complaints and updates.

- vii. **Case Specific Grievance and Case Management Templates:** Resolution of beneficiary cases is not limited to the standard cases. Where the HQ needs to address an issue either with PSP or relevant departments, a template is created to escalate, manage and resolve beneficiary issues and cases. The templates include;
- Zero and partial access Template,
 - Post Payment Case Management Template,
 - Account Activation Template,
 - Funds Transfer Template,
 - Account Opening template,
 - Proxy CDCs forwarding Template.

4.4 The HSNP Complaints and Case Management Steps

The CMS categorizes complaints by type, and specifies a standard resolution process for each. Complaints are focused on known errors in the operational cycle and a series of standard steps that systematically narrow down the possible sources of error to isolate the cause of the complaint. It is subsequently resolved through established protocols.

- i. 1. Once a complaint or update is entered into the HSNP MIS, the HSNP MIS automatically assigns the case to the individual responsible for carrying out that particular stage of the resolution process.
- ii. 2. Each individual Programme actor with responsibility for case resolution (see resolution processes below) logs into the MIS Case Management Module to view and manage cases assigned to him/her.
- iii. 3. As many resolution processes involve different actors to carry out different stages, once the actor has completed the required action and marked this as complete in the MIS, the MIS assigns the case to the next appropriate actor to carry out the subsequent step in the process.
- iv. 4. Resolution and Case Closure: This happens until the case is resolved, and closed in the MIS.

4.4.1 Step 1: Launch of a Case

To register or launch a case, the Household representatives can register their updates by walking into the offices of Chiefs in their locations/sub-locations, or any other avenue outlined by HSNP.

Chiefs have the case management booklets which allow the registration of multiple cases of a HH, and complaints against the PSP and Programme operations on a single form Annex 1 (alongside the relevant corresponding documentation). Each form is in triplicate (one copy for the household representative, one for the Chief and one for the programme officer).

- i. The Chiefs will need an ID card of the household representative to register a case. However, an ID is not required to register a complaint.
- ii. The Chief records the case in the space relevant to the Case
- iii. The chief then ensures that all documents required for the resolution of the specific case are provided for by the HH. If all or any of the documents are unavailable, the chief advises the HH to seek the documents before the case is assigned for processing.
- iv. After recording the case in the Case Management Form, and ensuring that all the requisite documents have been availed, the Chief takes pictures of the ID cards of such household representatives. The ID cards are required to:
 - Ensure the correct spellings of names
 - Verify the ID card number; for making it easier for the programme officers to retrieve household information of households as they make data entry into the system.
- v. The Chiefs signs and handover all filled up forms and copies of prerequisite documents to the POs as and when they visit to collect this information.
- vi. POs collect this information every two weeks.

NOTE

- * *The update documents must be signed and stamped by Chiefs.*
- * *The update case forms must be signed by the recipients (old and/or new depending on the type of update) of the households, Chiefs and PO. This is to make sure that once a form is handed over to the PO, the need for further verification is minimized.*
- * *Chiefs are also supposed to provide additional supporting documents like a death notification, in case the change of recipient case is due to the death of the original recipient.*
- * *The complaints registered through other channels also land at the desks of POs for review before they can be passed on further for approval and resolution.*
- * *Complaints against PSP regarding requested services that were not provided can only be registered in cases where services were requested but not provided within 30 working days. The 30-day timeframe is stipulated in the CBK Prudential Guideline on Agency Banking. However, other complaints against the PSP can be raised as they occur.*

4.4.2 Step 2: Case Data Review and Upload

The POs will review each new case by looking at the historical information of the household through the CMS. The information available to the POs includes household registration information, historical payments, old/current update/complaint cases etc.

- i. 1. Leveraging this information, the POs will review the information on the new case form and make a decision.
- ii. In case, the form has an issue, the PO will hand it back to the concerned Chief in the next visit stating the reason for rejection.
- iii. 2. Where information processed by a Chief is complete and correct and the PO has also considered the case fit for further processing, the PO enters the case in the online CMS.
- iv. 3. The PO scans and uploads onto the CMS the physical form including the ID/or other documents provided by the Chief.

4.4.3 Step 3: Case Data Approval/Rejection

- i. The PM logs into the CMS to review all uploaded cases.
- ii. PM verifies the ID of the applicant entered by the PO against the IPRS database. This is to verify whether the ID provided is valid and is provided for the right household member.
- iii. The PM must review the case within 72 hours from the time it was logged onto the CMS. If rejected, it goes back to the concerned PO with instructions. If the PM approves, the case is forwarded to the Case Manager at the HQ.
- iv. The Case Manager reviews the case processed by the PO and the decision made by the PM in the light of all available information.
- v. A case rejected by the Case Manager will go back to the PM at the County for more information/correction.
- vi. If a case is approved, its resolution shall be shared with the respective focal point. For instance, all payment related cases shall be shared with the respective PSP for resolution.
- vii. After approval, the Case Manager equally initiates the feedback with PM for tracing/mobilization of the beneficiary and closure of the case.

4.4.4 Step 4: Case Data Sharing

All approved cases (both complaints and updates) by the Case Manager are systematically shared with the bank in real-time via API.

4.4.5 Step 5: Case Data Synchronization

The bank synchronizes data with the branches for case resolution. The synchronization of information is a key step to make sure that these beneficiaries are able to get the required services from the bank.

4.4.6 Step 6: Case Resolution for Individual Beneficiaries

- i. 1. NDMA contacts the beneficiary
- ii. 2. The PM/PO issues the beneficiary with a letter instructing the bank (PSP) to provide the required services.
- iii. 3. For funds transfer, the branch scans and forwards the instruction to NDMA HQ for verification of HH details and final approval.

4.4.7 Step 7: Mobilization for Case Resolution

- i. 1. For Cases regarding account opening, activation, card issuance and payments, the bank informs and requests the NDMA team to mobilize beneficiaries to visit their branches.
- ii. 2. Once NDMA is notified, the POs are provided with the case lists by HQ to mobilize beneficiaries to the PSP branches for the case resolution.
- iii. 3. The mobilization is initiated by the POs, in liaison with the office of Chiefs, as the chiefs are mandated to communicate to the beneficiaries on behalf of NDMA.
- iv. 4. Once the beneficiaries appear at the branches for case resolution (capturing of their KYC details), the PSP passes on the account related information back to the programme through its HQ.

NOTE: HSNP only includes into the payroll, the accounts which are officially communicated to it through PSP HQ.

4.4.8 Step 8: Case Feedback

- i. The HSNP MIS keeps track of resolution status of each case in the system and sends out an auto SMS to the case applicant, concerned PO and concerned Chief as and when the case moves from one office to the other.
- ii. The Chief and PO provide regular updates to the beneficiaries as, and when they come across them in the field.
- iii. Households can also query information on their households by sending the ID number to the NDMA HSNP telegram bot service which provides basic information about the household including household head name, ID, group type, account status and whether the household has been paid in the last cycle or not.
- iv. Additionally, beneficiaries can make a call on the HSNP helpline and receive feedback on their cases.
- v. HSNP also provides general case management feedback to the beneficiaries through the Chiefs as and when needed.
- vi. Case Management System (CMS) feedback channel: This feedback channel is generic, in that the system notifies the county team (PO, PM) that the update requested has been approved or rejected with reasons specific to the case.
- vii. Additionally, PMs hold regular meetings with the PSP Branch representatives to discuss all the cases and track their resolution status. Once in a month, the POs can also be part of this meeting to get direct feedback on issues of their beneficiaries.

Case-Specific Feedback

(i) For change of recipient; Proxy Updates

- i. The PO mobilizes the new recipient and advises on required documents for account opening at the bank
- ii. The PM/PO generates account opening letter for the beneficiary to take to the bank. The PM/PO also advises beneficiaries on the requisite documents.
- iii. The CDC signs and issues funds transfer letter to alternate recipient (where applicable)
- iv. The Beneficiaries present the documents required for KYC (ID and original death certificate for cases of death of the original recipient) to the bank.

(ii) For HH information update;

- i. The PO notifies the beneficiary that the update requested has been effected
- ii. The HH Information is updated on MIS i.e., ID synced with the bank

4.5 Requisite Documents for Case Updates

4.5.1 Change of recipient

Households can change their recipients for a variety of reasons including;

- i. Original Recipient has passed away,
- ii. Has mobility issues due to age,
- iii. Has mobility issues due to disability
- iv. Has mobility issues due to terminal illness,
- v. Has moved out of HH,
- vi. Has an ID issue (such as deformation, mutilation)

The new Recipient must be a member of the household, he/she must be over 18 years of age and has a national ID card.

Note: An existing recipient who is already registered with his/her original ID card number should not be changed if the reason for change is not one of the above-mentioned. This is to make sure that people are not requesting for changes that are not helpful to the households in receiving cash transfers and to avoid unnecessary build-up of caseload for the programme. Any such cases will also be rejected.

6.5.1.1: Mandatory documents for change of recipient on account of death of a principal recipient;

- i. Copy of the National Identity Card of the proposed recipient
- ii. Copy of the death notification or certificate of the principal recipient
- iii. Copy of ID or ID surrender form from registrar of persons of principal recipient
- iv. Letter from chief or assistant chief validating information and documents provided by HH for change of recipient,
- v. Due diligence confirmation letter from respective PO
- vi. Duly filled case management form-Signed by the Chief or Assistant chief, PO, proposed new recipient.

6.5.1.2: Requisite Documents for Change of Recipient due to Immobility occasioned by Age

- i. 1. Due diligence confirmation letter from respective PO
- ii. 2. ID copy of the original recipient
- iii. 3. ID copy of the proposed recipient
- iv. 4. Duly filled case management form: Signed by the Chief/Assistant Chief, PO, the original recipient, proposed new recipient and/or the CDFSC/BWC.

6.5.1.3: Requisite Documents for Mobility Issues due to Disability

- i. Chief's letter
- ii. Due diligence confirmation letter from respective PO
- iii. ID copy of the original recipient
- iv. ID copy of the proposed recipient
- v. Duly filled case management form: Signed by the Chief/Assistant Chief, Programme Officer, the original recipient, proposed new recipient and the CDFSC/BWC.

6.5.1.4: Requisite Documents for Mobility Issues due to Terminal Illness

- i. Medical report
- ii. Due diligence confirmation letter from respective PO
- iii. ID copy of the original recipient
- iv. ID copy of the proposed recipient

- v. Duly filled case management form: Signed by the Chief/Assistant Chief, Programme Officer, the original recipient, proposed new recipient and the CDFSC/BWC.

6.5.1.5: Requisite Documents for Recipient who has moved out of the HH

- i. Minutes of HH members stating and confirming the same in writing with signatures /thumbprint of the HH members in presence of area Chief, and Elder, (Majority)
- ii. Due diligence confirmation letter from respective PO
- iii. ID copy of the original recipient (where applicable)
- iv. ID copy of the proposed recipient.
- v. Duly filled case management form: Signed by the Chief/Assistant Chief, Programme Officer, the original recipient, proposed new recipient and the CDFSC/BWC.

6.5.1.6: Requisite Documents for main Recipient who has an issue with his/her ID

- i. 1. Area chiefs letter clearly indicating the issue
- ii. 2. ID copy of the proposed recipient
- iii. 3. Due diligence confirmation letter from respective PO.
- iv. 4. Duly filled case management form: Signed by the Chief/Assistant Chief, Programme Officer, the original recipient, proposed new recipient and CDFSC/BWC.

4.5.2 Proxy/Caregiver Update

Group 1 Households can request for a Group 2 proxy/caregiver update for a variety of reasons. These include;

- i. 1. Principal recipient is immobile due to age, terminal illness or disability
- ii. 2. Minor led household-whose main provider is deceased and members of the household are minors/children under the age of 18
- iii. 3. In case where the proposed proxy is a beneficiary or a care giver for other cash transfers, he/she shall be declared as such. (This is to ensure that this is not flagged as double-dipping)
- iv. Change of recipient on account of the above mobility issues can only be made if there is no other adult with an ID in the original recipient's household

Prerequisite documents for Proxy/Caregiver Update

- i. Copy of an ID of the proposed recipient
- ii. Copy of the death certificate or notification of death of the principal recipient (minor -led)
- iii. Duly filled case management form -Signed by the Chief/Assistant chief, program officer, proposed new recipient
- iv. Indemnity letter from Deputy/Assistant County Commissioners office (for transfer of funds once change is complete).
- v. Chiefs letter to contain;
 - Relationship between proxy and the main HH beneficiaries
 - Names of minors in cases relating to HHs without a member above 18
 - Location of the proposed beneficiary: Where he/she resides
 - Recommendation of the proposed proxy/caregiver.

4.5.3 Household Member Disputes

This is a situation where members of the same HH are in dispute over the recipient or the proposed recipient, if the household is newly targeted to the programme.

Requisite documents for a disputed Household Member

- i. 1. Copy of an ID of both the original and the proposed recipient

- ii. 2. Duly filled case management form: Signed by the Chief/Assistant Chief, Programme Officer, the original recipient, proposed new recipient and CDFSC/BWC.
- iii. 3. Indemnity letter from Deputy/ Assistant County Commissioners office.
- iv. 4. Chiefs letter to contain;
 - Relationship between the disputed and the HH members
 - All members agreeing to the change proposed.
 - Chiefs committee meeting minutes and recommendation

4.5.4 Household Information Update

HSNP also receives and processes other types of update requests concerning recipient or household data which are;

- i. **ID Number Update:** Household Recipients can update the Programme with information on their corrected National ID Numbers, where a mistake was made during registration or a new National ID Number that had not been previously presented.
 - An ID number of another person shall not be used to update details with the programme. The programme staff shall verify with IPRS to make sure that the name, ID number and other details of an individual are in order. In case a wrong ID number is provided, such a case is rejected by the programme. Persons requesting for ID number update shall make sure that the numbers are correctly recorded and shared with the programme.
 - The programme staff shall make use of the ESR to verify with IPRS that the name, ID number and other details are in order. In case a wrong ID number is provided, such a case is rejected.
 - Persons requesting for ID number update shall make sure that the numbers are correctly recorded and shared with the programme.
 - Some ID card numbers in Kenya start with a '0' (zero). This digit should also be recorded as part of the ID number since without it, the IPRS will not verify the ID number.
 - Only new generation ID cards should be provided to the programme since old generation ID cards are no longer valid in Kenya hence won't be verified by IPRS. Beneficiaries who still hold old generation ID cards should be advised to apply for new generation ID cards and present the same for update with the programme.
 - An ID number of another person shall not be used to update details with the programme. HSNP
- ii. **Name Update:** Household Recipients can update the Programme with information on corrected spelling of their Names, where a mistake was made during data collection or entry. This update is only for cases where the name was spelled incorrectly, or the first and last names were interchanged when checked against the Original ID and IPRS.
 - Major changes to the name that is already listed in the HSNP Database will be rejected unless supporting documents are provided. The supporting documents including an Affidavit, or a Birth Certificate, as shall be deemed necessary.
 - The case applicants need to make sure that the names on their ID cards are provided with the same spellings.

Note: *An IPRS mismatch of above 50% is considered as a major change. For a name update with over 50% mismatch, an affidavit from the magistrate court/Commissioner for Oaths must be presented by the HH
- iii. **Address Change/Update:** Households can update changes to their address if they have relocated and wish to change the address information with which they wish to be associated for Programme purposes

(communications, etc.). The address field contains information on County, sub-county, location, sub-location, village and some extra information to identify the household within a village.

- The original addresses of households requesting for changes to their addresses within the counties of their original registration shall be maintained by the programme for purposes of investigating the initial conditions of households in cases of inclusion/exclusion error complaints against them.

NOTE: If the household moves out of the 8 HSNP counties and requests for address update, they automatically lose their right to receive any cash transfer from the programme since HSNP cash transfers are meant for residents of the eight HSNP Counties.

- iv. **Update/Add Contact Information:** Recipients can provide phone numbers of their own, their household members, neighbors and/or any other person who is able to communicate information to them as and when the programme makes any communication to the households via their phone numbers.

Requisite documents for household information update

- Copy of the National Identity Card of the current recipient
- Duly filled case management form-Signed by the Chief, Assistant chief, program officer, current recipient of the HH and an Elder
- Chief's letter
- Due diligence letter by PO
- Confirmation letter by CDC
- For name updates: changes where all the names are different, an Affidavit by Magistrate/Commissioner of Oaths.

4.6 Cases on Programme Operations

- i. **BIO-failure:** This is when a recipient fails to access funds due to biometric failure.
- Beneficiary visits the NDMA office with confirmation note from the PSP with regards to non-access of funds due to bio failure
 - The CDC writes a letter to the PSP to request for the provision of PIN
 - The PSP branch at the County contacts the NDMA Payments Officer, and the PSP HQ for approval of the request
 - Once complete, NDMA HQ provides feedback to the CDC and downwards to the beneficiary
- ii. **Replacement of Debit Card:** This is where the beneficiary has either broken or misplaced the payment instrument, and is unable to transact.
- 1. The PM/PO advises recipient to go for over-the-counter withdrawal before a replacement.
- Note:** The replacement of the Debit Card will be at the recipient's cost. HSNP caters for one-time free issuance of debit card.

4.7 Complaints and Grievances

For complaints and grievances, the avenue for registering is not limited to the chiefs, but also the HSNP communication channels. Household representatives are allowed to register complaints in the Case Management Form anonymous.

Complaints on Programme Operations: A complainant can register complaints on programme operations at the county or national level. They can register complaints and grievances through various channels including; social media, emails, SMS, word of mouth, direct calls, letters, filling of case management form etc.

4.7.1: Internal resolution

Immediately complaints and grievances are registered, the programme investigates the issue and reports

back to the recipient through various feedback mechanisms.

The different types of possible complaints and nature of resolution is attached as [Annex 9.6](#)

- a) Complaints Management tabular workflow can be found in [Annex 9.6](#)
- b) Sample Complaints against the PSP (Bank and Agent Operations) along with reporting templates are found in [Annex 9.6](#)

4.7.2: Escalating to Integrated Public Complaints Referral Mechanism (IPCRM)

Where complaints of maladministration are filed, these are investigated and rectified. However, when a beneficiary is not satisfied, such cases are escalated to national oversight bodies.

The HSNP equally encourages people to directly file complaints with national oversight committees when issues of error, fraud & corruption, social exclusion, failure to provide service, or breach of ethics are involved.

Error, Fraud & Corruption complaints are referred to the Integrated Public Complaints Referral Mechanism (IPCRM).

The IPCRM is an integrated system composed of various public commissions and bodies charged with the oversight of rights and governance related issues in Kenya. IPCRM membership includes, among others

- *Ethics and Anti-Corruption Commission*
- *Office of the Ombudsman*
- *Commission on Administrative Justice*
- *National Commission on Human Rights*
- *National Anti-Corruption Campaign Steering Committee*
- *Transparency International Kenya*

The IPCRM includes an online portal as well as the option to file cases or obtain information from any of the offices of the member commissions/bodies.

Figure 1: Integrated Public Complaints Referral Mechanism (IPCRM)

4.7.3: Enhanced Grievance and Case Management (EGCM)

This section should be read alongside the annexed the KSEIP EGCM Guidelines

The Enhanced Grievance and Case Management (EGCM) system is designed to establish a consolidated and efficient platform for managing grievances and cases¹ related to various components of social protection programmes under the Kenya Social Economic Inclusion Programme (KSEIP2). The primary objective of the EGCM is to harmonize the different Grievance and Case Management (GCM) mechanisms currently in place under the various programs, thereby improving operational efficiency in their implementation. By centralizing these processes, the EGCM aims to facilitate better coordination among stakeholders in responding to grievances and case management, ensuring that all concerns are addressed promptly and effectively. The eGCM system is designed in such a way that HSNP cases and grievances can be referred to the HSNP MIS by officers in the other programmes as well as anonymous system users. On the other hand, the eGCM is integrated within the HSNP case management system such that HSNP officers have the capability to log in and initiate cases for participating KSEIP programmes, including:

1. *Hunger Safety Net Programme (HSNP):*
2. *Consolidated Cash Transfer Programmes:*
 - *Cash Transfer Programme for Orphans and Vulnerable Children (CT-OVC):*
 - *Older Persons Cash Transfer Programme (OPCT):*
 - *Persons with Severe Disabilities Cash Transfer Programme (PWSD-CT):*
3. *Economic Inclusion Programme (EIP):*

¹ Grievances and cases include issues related to sexual Exploitation and Abuse (SEA), Sexual Harassment (SH) and Gender Based Violence (GBV).

4. *Enhanced Climate Resilient Economic Inclusion Programme (e-CREIP)*
5. *Nutrition Improvement through Cash and Health Education (NICHE):*
6. *Building Human Capital of Adolescents Programme*

The EGCM has been configured with a comprehensive set of complaint and update forms, along with relevant documentation for all participating programs listed above to facilitate the effective management of grievances and cases. These tools are designed to streamline the processes of case registration, resolution, and reporting, making it significantly easier for HSNP officers to submit grievances and track the status of their cases. By integrating these functionalities into a single platform, the eGCM enhances transparency, accountability, and responsiveness within the KSEIP framework, ultimately contributing to the program's success and its positive impact on the communities it serves. Additionally, other programs within the KSEIP are empowered to initiate cases related to HSNP, fostering greater collaboration and ensuring that all grievances are addressed efficiently across the entire system.

The EGCM should be further updated on an ongoing basis, to incorporate any SEA, GBV related complaint management that are not already captured. The form including fields related to such areas of complaints/grievances should also be included in the OM as needed.

ANNEX 4
SERVICE LEVEL AGREEMENT (SLA)
FOR PAYMENT SERVICE PROVIDER (PSP)
Hunger Safety Net Programme (HSNP)

PART I: DEFINITIONS, ACRONYMS AND LEGAL FRAMEWORK

1.1 Definitions

For the purposes of this Service Level Agreement, the definitions and acronyms set out in the Terms of Reference (TOR) for the Procurement of a Payment Service Provider for the Hunger Safety Net Programme shall apply mutatis mutandis. In addition, the following terms shall have the meanings assigned below:

Term	Definition
Business Day	Any day other than Saturday, Sunday, or a public holiday in the Republic of Kenya.
Calendar Day	Any day of the week including weekends and public holidays.
Critical KPI	A Key Performance Indicator marked with an asterisk [*] whose failure for two consecutive months or three times within any rolling six-month period constitutes a material breach.
Payment Cycle	The period from the Procuring Entity's issuance of a Payment-Ready List through the completion of beneficiary fund access for that list.
Service Credit / Deduction	A financial deduction from the monthly commission payable to the Service Provider as a remedy for KPI failure.
Working Day	Any day from Monday to Friday, excluding public holidays, during normal business hours (8:00 AM to 5:00 PM).

1.2 Legal Framework and Contractual Precedence

This SLA is Annex 4 to the contract concluded between the National Drought Management Authority (NDMA) and the Payment Service Provider pursuant to the procurement conducted under the Public Procurement and Asset Disposal Act, 2015 (PPADA). This SLA forms an integral and binding part of the contract and shall be read in conjunction with the Terms of Reference, the Contract Agreement, and all other Annexes.

In the event of any conflict or inconsistency between the provisions of this SLA and the main contract documents, the following order of precedence shall apply:

0. The signed Contract Agreement;
1. The Terms of Reference (including all Annexes);

2. This Service Level Agreement (Annex 4);
3. The Data Processing Agreement (Annex 5);
4. The Service Provider's accepted Technical and Financial Proposals.

1.3 Purpose and Scope

This SLA establishes the detailed, measurable performance standards, monitoring mechanisms, reporting obligations, and remedies for non-performance applicable to the Payment Service Provider's delivery of HSNP cash transfer services. It defines Key Performance Indicators (KPIs) and Service Level Objectives (SLOs) that represent the minimum acceptable performance standards. Failure to meet Mandatory KPIs shall result in financial deductions and may trigger contractual remedies including termination.

PART II: SERVICE LEVEL OBJECTIVES AND KEY PERFORMANCE INDICATORS

The Service Provider's performance shall be measured against the Mandatory KPIs set forth in the tables below. All targets represent minimum acceptable standards. Performance shall be monitored continuously and assessed monthly. Critical KPIs (marked with an asterisk [*]) are those whose failure for two consecutive months or three times within any rolling six-month period shall constitute a material breach of contract, entitling the Procuring Entity to terminate the contract in accordance with the Termination provisions.

2.1 Account Management and Enrolment KPIs

Service Aspect	KPI Description / Measurement Methodology	Mandatory Target	Critical
Account Activation	Percentage of beneficiaries with active, mobile-linked accounts after receipt of Payment-Ready List.	98% within 30 calendar days of Payment-Ready List receipt.	NO
Account Linkage	Percentage of issued payment instruments successfully linked to beneficiary accounts.	100% linkage verification.	NO
Mobile Number Management	Time to update a beneficiary's mobile number in the PSP system upon instruction from PE.	1 Business Day.	NO
Account Lifecycle	Successful implementation of account lifecycle instructions (closure, suspension, blocking) from PE.	100% accuracy within 24 hours of instruction.	NO
Beneficiary Enrolment	Time taken for PSP Field-Based Enrolment to update core MIS with verified enrolment data.	24 hours from field capture.	NO
Biometric Data Capture	Quality and completeness of biometric enrolment (10 fingerprints + facial photograph).	100% of enrolled beneficiaries with complete, CBK-compliant biometric records.	NO

2.2 Payment Processing and Fund Access KPIs [CRITICAL]

Service Aspect	KPI Description / Measurement Methodology	Mandatory Target	Critical
Payment Crediting Speed*	Percentage of beneficiary accounts successfully credited within the mandated timeframe after final PE authorization.	99.95% within 2 hours of final authorization in the Secure Portal. [*]	YES
USSD Transaction Success Rate*	Percentage of USSD-to-Mobile Money transactions completed successfully on first attempt.	Greater than 99.5% per payment cycle. [*]	YES
Free Withdrawal Limit	Number of free-of-charge withdrawal transactions per beneficiary per payment cycle.	First two (2) withdrawals entirely free across all Fund Access Channels.	NO
Unauthorized Fees	Number of unauthorized fees charged to beneficiaries exceeding the free withdrawal limit.	Zero (0) unauthorized fees. [*]	YES
Failed Credit Reversal	Time to credit the HSNP Holding Account with the value of failed credits.	24 hours from identification of failure.	NO
Payment Accuracy	Percentage of payments credited with exact amount as specified in the Payment-Ready List.	100% - no netting, deductions, fees, or liens of any kind. [*]	YES

2.3 System Availability and Performance KPIs [CRITICAL]

Service Aspect	KPI Description / Measurement Methodology	Mandatory Target	Critical
System Uptime*	Availability of Payment Switch, USSD Gateway, and Secure Portal (24/7 monitored).	99.98% uptime per calendar month (maximum 8.64 minutes downtime). [*]	YES
Secure Portal Response	Time for Secure Portal to generate Acknowledgment of Receipt after payroll file submission.	Within 1 hour of file receipt with unique transaction reference.	NO
API Availability	Uptime of RESTful API for HSNP MIS integration.	99.95% during business hours. [*]	YES
Disaster Recovery RTO	Recovery Time Objective for critical payment systems following a disaster event.	Maximum 4 hours. [*]	YES
Disaster Recovery RPO	Recovery Point Objective for transaction data loss following a disaster event.	Maximum 15 minutes. [*]	YES

2.4 Agent Network and Liquidity Management KPIs

Service Aspect	KPI Description / Measurement Methodology	Mandatory Target	Critical
Agent Network Coverage	Percentage of beneficiaries (legacy cardholders) within 5km radius of a functional, liquid agent.	Minimum 95% of beneficiaries in all operational counties.	NO
Agent Liquidity Success	Percentage of beneficiary withdrawal attempts successfully completed on first attempt with full entitlement.	98% first-attempt success rate per payment cycle.	NO
Device Availability	Percentage of active POS terminals/devices in the agent network that are functional (uptime).	99.5% device uptime (monthly monitoring).	NO
Agent Training	Percentage of active HSNP agents who have received mandatory quarterly training.	100% quarterly completion.	NO
Agent Compliance	Percentage of agents with zero tolerance violations (unauthorized fees, poor service).	100% of agents compliant; non-compliant agents deactivated within 48 hours.	NO

2.5 Case Management and Grievance Resolution KPIs

Service Aspect	KPI Description / Measurement Methodology	Mandatory Target	Critical
Call Centre Availability	Hours of operation for toll-free, multi-lingual call centre accessible from all programme counties.	6:00 AM to 8:00 PM, Monday through Saturday.	NO
Call Abandon Rate	Percentage of calls abandoned by callers before reaching an agent.	Less than 5% per calendar month.	NO
Simple Case Resolution	Resolution of Tier 1 cases (balance inquiries, PIN resets) within target timeframe.	95% resolved within 48 hours of lodgement.	NO
Standard Case Resolution	Resolution of Tier 2 cases (failed transactions, account access issues) within target timeframe.	90% resolved within 5 Working Days.	NO
Complex Case Resolution	Resolution of Tier 3 cases (fraud, data discrepancies, SEA/GBV referrals) within target timeframe.	90% resolved within 7 Working Days.	NO
Critical Case Escalation	Time to escalate critical cases (fraud, non-payment, data breach) to PE designated contact.	Within 4 hours of verification. [*]	YES
CMS Integration	Real-time integration and data synchronisation with Procuring Entity Case Management System.	100% of cases logged with unique ticket number; real-time read-only PE access.	NO

PART III: DATA MANAGEMENT, SECURITY AND COMPLIANCE OBLIGATIONS

3.1 Data Protection and Localization

The Service Provider shall comply in full with the Data Protection Act, 2019, and all subsidiary legislation and guidelines issued by the Office of the Data Protection Commissioner (ODPC). The Service Provider shall:

- Sign and abide by the Data Processing Agreement (Annex 5), acting exclusively as a Data Processor on behalf of the Procuring Entity as the Data Controller;
- Store, process, and back up all HSNP beneficiary Personally Identifiable Information (PII) and transaction data exclusively on servers physically located within the Republic of Kenya at all times;
- Obtain prior written authorization from the Procuring Entity and the ODPC before any cross-border transfer of beneficiary data;
- Appoint a qualified Data Protection Officer (DPO) as required by the Data Protection Act, 2019, and notify the Procuring Entity of the DPO's identity and contact details within fourteen (14) days of contract signing.

3.2 Information Security Standards

The Service Provider must maintain a robust Information Security Management System (ISMS) certified to ISO/IEC 27001 or equivalent international standard. Security measures shall include:

- Encryption of all beneficiary data at rest and in transit using AES-256 or equivalent industry-standard algorithms;
- 100% security guarantee for all PII including biometric templates, national identification data, and transaction histories;
- Annual third-party security audits and penetration testing by CBK-approved or internationally recognized firms;
- Immediate reporting of all security incidents, data breaches, or suspected fraud to the Procuring Entity within two (2) hours of detection via a dedicated twenty-four (24) hour security hotline;
- Secure development lifecycle practices for all custom applications;
- Comprehensive incident response protocols with documented containment, eradication, and recovery procedures.

3.3 Data Ownership and Confidentiality

All beneficiary data shall remain the exclusive property of the Procuring Entity at all times. The Service Provider is strictly prohibited from using, sharing, analysing, commercialising, or retaining such data for any purpose other than the execution of this contract. The Service Provider shall not engage in cross-selling of financial products or services to beneficiaries using programme data without explicit, separate, informed consent obtained in compliance with the Data Protection Act, 2019.

3.4 Regulatory Compliance

The Service Provider shall comply with all relevant Kenyan financial regulations, including CBK Prudential Guidelines, Anti-Money Laundering (AML) requirements under the Proceeds of Crime and Anti-Money Laundering Act, 2009, and Countering the Financing of Terrorism (CFT) obligations under the Prevention of Terrorism Act, 2012. The Service Provider shall submit compliance reports to the Procuring

Entity upon request and immediately notify the Procuring Entity of any regulatory examination, inquiry, or enforcement action.

PART IV: REPORTING MATRIX AND FREQUENCY

The Service Provider shall submit the following mandatory reports in the format and frequency specified. All reports shall be submitted in English and shall be accurate, complete, and accompanied by supporting documentation and data extracts as applicable.

Report Category	Key Content / Metrics	Frequency / Deadline	Delivery Method
Payment Execution Report	Number of successful and failed credits; payroll summary; error codes and explanations; transaction references.	Within 24 hours after each payment date.	Secure Portal
Daily Reconciliation Report*	Automated, file-based reconciliation: funds received vs disbursed; successful/failed credits; uncollected balances with ageing.	By 10:00 AM daily (100% accuracy).	Secure Portal + API
Fund Access Detail Report	Amounts accessed by channel (USSD, ATM, Agent, OTC); withdrawal patterns; velocity analysis.	Real-time / Instant via Secure Portal.	Secure Portal Dashboard
Account Status Report	Partially accessed accounts; dormant accounts; account lifecycle changes.	Real-time / On demand via Secure Portal.	Secure Portal Dashboard
Monthly Performance Report	Comprehensive SLA KPI performance; trend analysis; non-compliance instances; corrective actions.	By 5th Working Day of following month.	Secure Portal + Email
Case Management Report	Case types and volumes; geographic distribution; resolution times; trends; outcomes; SEA/GBV cases.	Monthly by 5th Working Day.	Secure Portal
Agent Network Report	Agent list with names, contacts, locations, device status; training records; compliance status; deactivations.	Quarterly within 10 Working Days of quarter end.	Secure Portal
Security Audit Report	Third-party penetration testing results; vulnerability assessments; remediation status.	Annually within 30 days of completion.	Secure Portal + Hard copy
BCP/DR Test Report	Disaster recovery test results; RTO/RPO achievement; lessons learned; remediation plans.	Within 14 days of annual DR test.	Secure Portal
Innovation Report	New technologies, process improvements, or service	Quarterly within 10 Working Days of quarter end.	Secure Portal

Report Category	Key Content / Metrics	Frequency / Deadline	Delivery Method
	enhancements implemented or proposed.		
Quarterly Business Review Pack	SLA scorecard; Risk Register update; financial summary; strategic issues; improvement plan.	Quarterly, 5 Working Days before QBR meeting.	Secure Portal

4.1 Reporting Standards

All reports shall:

- Be submitted through the Secure Portal and in electronic format (PDF and Excel/CSV where data is involved);
- Contain accurate data as of the reporting period end date;
- Be certified by the Contract Manager as true and complete;
- Include trend analysis comparing current period performance against prior periods and SLA targets;
- Identify any instances of non-compliance, root cause analysis, and corrective actions taken or planned.

PART V: GOVERNANCE, MONITORING AND REVIEW

5.1 Governance Structure

The parties shall establish a joint governance framework to oversee performance against this SLA:

- Contract Manager (PSP): The dedicated Contract Manager shall be the single point of contact for all operational matters, available during extended business hours (6:00 AM to 8:00 PM, Monday through Saturday);
- Procuring Entity Representative: NDMA shall designate a Programme Manager as the primary counterparty for SLA monitoring and enforcement;
- Monthly Operational Reviews: Mandatory meetings to review KPI performance, operational issues, and improvement initiatives;
- Quarterly Business Reviews (QBR): Comprehensive performance assessments including joint review of the Risk Register, audit findings, and strategic alignment;
- Annual Business Review (ABR): Strategic assessment of SLA effectiveness, target calibration, and long-term planning.

5.2 Monitoring and Audit Rights

The Procuring Entity, its appointed auditors (internal or external), and regulatory authorities shall have full, unrestricted access to all records, systems, personnel, and locations (including agent sites and sub-contractor premises) related to this contract. This right extends to all sub-contractors and may be exercised upon reasonable notice not exceeding forty-eight (48) hours, except in cases of suspected fraud or material breach where immediate access may be required.

5.3 SLA Review and Amendment

The Procuring Entity may review and recalibrate KPI targets and measurement methodologies annually or at any time where material changes to programme design, scale, or technology occur. Any amendment to this SLA shall be made in writing and signed by authorized representatives of both parties, in accordance with the Change Management provisions of the main contract.

PART VI: FINANCIAL DEDUCTIONS AND REMEDIES FOR NON-PERFORMANCE

6.1 Financial Deductions for KPI Failure

Failure to meet any mandatory KPI shall result in a financial deduction from the monthly commission payable. The deduction methodology is as follows:

Failure Level	Criteria / Trigger	Financial Deduction
Level 1: Initial	First failure to meet a Mandatory KPI in any calendar month.	1% of monthly commission per percentage point (or per day, as applicable) by which the KPI target is missed.
Level 2: Repeated	Second consecutive failure of the same Mandatory KPI, or third failure of any Critical KPI [*] within a rolling six-month period.	2% of monthly commission per percentage point (or per day) missed. Deduction multiplier is doubled.
Level 3: Critical	Third consecutive failure of the same KPI; or any failure resulting in material financial loss, data breach, or systemic service outage; or systematic unauthorized fee charging (>50 cases/month).	4% of monthly commission per percentage point missed. Total monthly deductions capped at 20% of monthly commission. Triggers formal default process under Part VII.

6.2 Unauthorized Fee Violations

Any fees charged to beneficiaries in excess of the first two (2) free withdrawals per payment cycle are unauthorized and constitute a material breach. The following penalties shall apply:

- Recovery: One hundred percent (100%) of the unauthorized fee plus any accrued interest shall be immediately returned to the affected beneficiary;
- Punitive Fine: A fine of ten (10) times the aggregate unauthorized fee amount, payable to the Procuring Entity;
- Repeated violations (more than three [3] confirmed cases in any calendar month) shall trigger escalation to Level 3 Critical Failure procedures;
- The Central Bank of Kenya (CBK) may impose additional fines up to Kenya Shillings Five Hundred Thousand (KES 500,000) or initiate license revocation proceedings under the National Payment System Act, 2011 for severe, repeated misconduct.

6.3 Data Breach and Security Violations

In the event of a data breach, unauthorized disclosure of PII, or failure to report a security incident within the mandated two (2) hour period:

- First violation: Deduction of five percent (5%) of monthly commission;
- Second or repeated violation: Deduction of fifteen percent (15%) of monthly commission;
- Any violation resulting in actual financial loss to beneficiaries or the Procuring Entity: Full indemnification plus a fine equal to the greater of KES 1,000,000 or two (2) times the demonstrable loss;
- Persistent failures shall constitute grounds for immediate termination for cause under the Contract Agreement.

6.4 Maximum Deduction Cap

Total monthly deductions under this Part shall not exceed twenty percent (20%) of the monthly commission payable (the Maximum Cap). However, this cap shall not apply to:

- Recovery of unauthorized fees charged to beneficiaries, which shall always be made in full;
- Indemnification for actual losses caused by the Service Provider's negligence, fraud, or wilful misconduct;
- Costs incurred by the Procuring Entity in re-procuring a replacement PSP where termination for default has been effected.

PART VII: REMEDIAL ACTION AND TERMINATION FOR DEFAULT

7.1 Escalation Procedure for Critical/Chronic Failures

Where the Service Provider reaches Level 3 Critical Failure or commits a material breach of this SLA, the following escalation procedure shall apply:

Step 1: Failure Notification

The Procuring Entity shall issue a formal written Notice of Material Breach, detailing the specific KPI failure(s), the factual basis, the contractual provision breached, and the required remedial action.

Step 2: Corrective Action Plan (CAP)

The Service Provider shall, within seven (7) calendar days of the Notice, submit a detailed Corrective Action Plan acceptable to the Procuring Entity. The CAP must include: root cause analysis; specific corrective measures; responsible personnel; timeline for implementation; and preventive measures to avoid recurrence. Failure to submit or secure approval of a satisfactory CAP shall constitute a separate and immediate material breach.

Step 3: Cure Period

The Service Provider shall implement the approved CAP within the timeframe specified therein, not exceeding thirty (30) calendar days from the date of the Notice unless extended by the Procuring Entity in writing.

Step 4: Termination for Default

If the Service Provider fails to cure the breach within the approved CAP timeframe, or reaches Level 3 Critical Failure for the same KPI on three or more occasions during the contract period, the Procuring Entity may, without prejudice to any other rights or remedies:

- Issue a Notice of Termination for Default;
- Forfeit the Performance Security (guarantee bond) in whole or in part;
- Terminate the Contract with immediate effect;
- Claim damages for costs incurred in re-procuring a replacement PSP (re-tendering, transition, and mobilization costs);
- Refer the Service Provider to the Public Procurement Regulatory Authority (PPRA) for debarment from participating in future public tenders for a period of up to five (5) years, in accordance with Section 155 of the PPADA, 2015.

7.2 Immediate Termination Offences

Notwithstanding the escalation procedure above, the Procuring Entity may terminate this contract immediately, without prior notice or opportunity to cure, in the event of:

- Fraud, corrupt practices, or financial misconduct by the Service Provider or its agents;
- Revocation or suspension of the Service Provider's CBK licence or ODPC registration;
- Insolvency, bankruptcy, or winding-up of the Service Provider;
- Systematic charging of unauthorized fees to beneficiaries (more than fifty [50] confirmed cases in any calendar month);
- Material data breach resulting from gross negligence or wilful misconduct;
- Failure to maintain the required insurance coverage.

PART VIII: FINANCIAL ACCOUNTABILITY AND RISK MANAGEMENT

8.1 PSP Liability and Indemnification

The Service Provider shall be liable for any loss, damage, or liability arising from its negligence, carelessness, fraud, or breach of this contract. The Service Provider shall indemnify and hold harmless the Procuring Entity, its officers, employees, and agents from all claims, damages, losses, and costs arising from:

- The Service Provider's breach of any term of this contract;
- Negligence or wilful misconduct of the Service Provider, its employees, agents, or sub-contractors;
- Violation of any applicable law, including data protection, financial services, and anti-money laundering regulations;
- Unauthorized fees charged to beneficiaries.

8.2 Insurance Requirements

The Service Provider shall maintain the following insurance coverage throughout the contract period:

- Professional Indemnity Insurance: Minimum Kenya Shillings Ten Million (KES 10,000,000) per occurrence and in aggregate;
- Cyber Liability Insurance: Minimum Kenya Shillings One Hundred Million (KES 100,000,000) covering data breaches and cyber incidents;
- Fidelity Guarantee Insurance: Covering all employees handling programme funds;
- Public Liability Insurance: Minimum Kenya Shillings Fifty Million (KES 50,000,000).

Evidence of valid insurance coverage shall be provided to the Procuring Entity prior to contract commencement and upon each renewal.

8.3 Joint Risk Management

The Service Provider shall participate in and maintain a Joint Risk Matrix (HSNP-PSP Risk Register) to be reviewed and updated quarterly as part of the Quarterly Business Review. The Risk Register must identify operational, financial, technological, regulatory, reputational, and fiduciary risks, together with mitigation strategies, risk owners, and residual risk ratings.

8.4 Fraud and Forgery Disclosure

The Service Provider shall promptly disclose, within twenty-four (24) hours of discovery, all forgeries, fraud, theft, or suspicious transactions likely to cause monetary or reputational loss to the Procuring Entity or programme beneficiaries. The Service Provider shall cooperate fully with any investigation conducted by the Procuring Entity, law enforcement agencies, or regulatory authorities.

8.5 Set-Off and Deduction

The Procuring Entity may set off or deduct from any amounts payable to the Service Provider: any sums owed by the Service Provider under this or any other contract; any penalties, liquidated damages, or financial deductions imposed under this SLA; and any amounts claimed for breach of contract. Written notice of any set-off or deduction shall be provided together with supporting documentation.

PART IX: BUSINESS CONTINUITY AND DISASTER RECOVERY

9.1 Business Continuity Plan

The Service Provider shall develop, document, test, and maintain a comprehensive Business Continuity Plan (BCP) and Disaster Recovery (DR) capability specific to HSNP operations. The BCP shall guarantee:

- Recovery Time Objective (RTO): Not more than four (4) hours for critical payment systems;
- Recovery Point Objective (RPO): Not more than fifteen (15) minutes for transaction data;
- Alternative processing capability for shock-responsive emergency payments within twenty-four (24) hours of activation;
- Pre-positioned liquidity and agent readiness protocols for emergency scale-up scenarios.

9.2 Testing and Reporting

The Service Provider shall conduct a full, live DR test at least annually and provide the comprehensive test report to the Procuring Entity within fourteen (14) days of completion. Quarterly tabletop exercises shall also be conducted and documented.

9.3 Shock-Responsive Scalability

The Service Provider must demonstrate capacity to scale payment processing rapidly to accommodate HSNP's shock-responsive mandate. The Service Provider shall:

- Maintain system architecture capable of processing three (3) times normal transaction volumes within twenty-four (24) hours' notice;
- Provide documented stress-test results to the Procuring Entity upon request;
- Maintain specific protocols for emergency payment activation, including pre-positioning of liquidity and agent network readiness;
- Ensure agent networks in all operational counties can accommodate 200% surge in transaction volumes without service degradation.

PART X: SUB-CONTRACTING AND THIRD-PARTY MANAGEMENT

The Service Provider may sub-contract specific elements of the services only with the prior written approval of the Procuring Entity. The Service Provider shall remain fully and solely liable for the performance, conduct, and compliance of all sub-contractors. All sub-contractors must comply with the Data Protection Act, 2019, and the Service Provider shall ensure that sub-contractor agreements include equivalent data protection, security, and SLA obligations as those binding the Service Provider under this contract.

PART XI: FORCE MAJEURE

Neither party shall be liable for failure to perform any obligation under this SLA to the extent that such failure is caused by an event of Force Majeure. For the purposes of this SLA, Force Majeure means any event beyond the reasonable control of the affected party, including but not limited to: acts of God; war, terrorism, or civil unrest; government actions or changes in law; natural disasters; epidemics or pandemics; or systemic failure of telecommunications or financial market infrastructure.

The affected party must:

- Notify the other party in writing within forty-eight (48) hours of the occurrence of the Force Majeure event, describing the nature and expected duration;
- Use all reasonable endeavours to mitigate the effect and resume performance as soon as practicable;
- Provide evidence of the Force Majeure event and its impact upon request.

Performance shall be suspended during the period of Force Majeure. KPI targets affected by Force Majeure shall be adjusted proportionately. The contract may be terminated by either party if the Force Majeure event continues for a period exceeding sixty (60) consecutive days.

PART XII: GENERAL PROVISIONS

12.1 Confidentiality

Each party shall hold all Confidential Information in strict confidence and shall not disclose it to any third party without the prior written consent of the disclosing party, except as required by law or to professional advisors bound by duties of confidentiality. The obligations of confidentiality shall survive the termination or expiry of this contract for a period of seven (7) years.

12.2 Intellectual Property

All intellectual property developed specifically for or under this contract in connection with the HSNP shall be owned by the Procuring Entity. The Service Provider grants to the Procuring Entity a perpetual, irrevocable, royalty-free, non-exclusive licence to use any of the Service Provider's pre-existing intellectual property incorporated into deliverables under this contract, to the extent necessary for the Procuring Entity to use and benefit from the deliverables.

12.3 Assignment

Neither party may assign, transfer, or novate this SLA, in whole or in part, without the prior written consent of the other party. Any purported assignment without such consent shall be void. The Service Provider must notify the Procuring Entity in writing within fourteen (14) days of any change in ownership, control, or corporate structure.

12.4 Notices

All notices, demands, or other communications under this SLA shall be in writing in the English language and shall be deemed duly given if delivered by hand, sent by registered post or recognized courier, or sent by email (provided no automated delivery failure message is received within twenty-four [24] hours).

12.5 Entire Agreement and Amendment

This SLA, together with the Contract Agreement and all Annexes, constitutes the entire agreement between the parties concerning performance standards and remedies. No amendment, modification, or variation of this SLA shall be valid unless made in writing and signed by authorized representatives of both parties. No waiver of any provision shall be effective unless made in writing.

12.6 Severability

If any provision of this SLA is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. The parties shall negotiate in good faith to replace any invalid provision with a valid provision that achieves the nearest possible commercial and legal effect.

12.7 Dispute Resolution

Any dispute arising out of or in connection with this SLA shall first be referred to the designated Contract Managers of both parties for resolution within fourteen (14) days. If unresolved, the dispute shall be escalated to senior management of both parties. Failing resolution through negotiation, the dispute shall be resolved in accordance with the dispute resolution mechanism specified in the Contract Agreement.

12.8 Governing Law

This SLA shall be governed by and construed in accordance with the laws of the Republic of Kenya.

PART XIII: EXECUTION

IN WITNESS WHEREOF, the parties have executed this Service Level Agreement as of the date first written below.

FOR THE PROCURING ENTITY:

FOR THE SERVICE PROVIDER:

National Drought Management Authority (NDMA)

[Name of Payment Service Provider]

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Witness: _____

Witness: _____

SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

LIST OF FORMS

General Conditions of Contract

Special Conditions of Contract

Form of Contract

Form of Advance Payment Guarantee

Notification of Intention to Award

Letter of Award

Beneficial Ownership Disclosure Form

Request for Review

CONTRACT COVER PAGE

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]

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 a gents 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 here under 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 43 & 44.

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 18.1;
 - b If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
 - c If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 44.1;
 - 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 GCC44.1 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 GCC43.1.
- 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 GCC27or GCC28.

e. Payment up on Termination

19.1.6 Upon 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

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall

observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the 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 41) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations 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 Clause GCC 25.2 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 in capacity. 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 the 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 into 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 GCC F below.

F. Payments to the Consultant

38 Contract Price

- 38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.
- 38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.

39 Taxes and Duties

- 39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.
- 39.2 Currency of Payment. 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 42.2.2, 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 in action 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 44.1 shall apply.

44 Dispute Resolution

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

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:</p> <p>Procuring Entity: National Drought Management Authority Attention: Chief Executive Officer E-mail: Procurement @ndma.go.ke</p> <p>Consultant : Attention : Email :</p>
8.1	The Lead Member on behalf of the JV is _____ <i>[insert name of the member]</i>
9.1	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: Chief Executive Officer</p> <p>For the Consultant: <i>[Insert name and title]</i></p>
11.1	The effectiveness conditions are the following: Not Applicable
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be ____ <i>[insert time period, e.g.: four months]</i>.</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be 3days upon contract signing</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Entity in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be 1year upon renewal upon satisfactory performance.</p>
21.1.3.	<p>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</p> <p>Yes: X No:</p>
23.1	<p>No additional provisions. <i>OR</i> The following limitation of the Consultant's Liability towards the Procuring Entity can be subject to the Contract's negotiations: Not Applicable</p> <p>"Limitation of the Consultant's Liability towards the Procuring Entity: (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>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(i) for any indirect or consequential loss or damage; and (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 (i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.</p> <p><i><u>[Notes to the Procuring Entity and the Consultant: As per attached ToRs</u></i></p> <p><i>Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant’s liability under the Contract should be carefully scrutinized by the Procuring Entity prior to accepting any changes to what was included in the issued RFP.</i></p> <p><i>To be acceptable to the Procuring Entity, any limitation of the Consultant’s liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Procuring Entity, and (b) the Consultant’s ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant’s liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Procuring Entity.</u> Also, the Consultant’s liability should never be limited for loss or damage caused by the Consultant’s gross negligence or willful misconduct.</i></p> <p><i>The Procuring Entity does not accept a provision to the effect that the Procuring Entity shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Procuring Entity to the extent permissible by the law applicable in Kenya.]</i></p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>i) Professional Indemnity Insurance: minimum Kenya Shillings Ten Million (KES 10,000,000) per occurrence and in aggregate;</p> <p>ii) Cyber Liability Insurance: minimum Kenya Shillings One Hundred Million (KES 100,000,000) covering data breaches and cyber incidents;</p> <p>iii) Fidelity Guarantee Insurance: covering all employees handling programme funds; and</p> <p>iv) Public Liability Insurance: minimum Kenya Shillings Fifty Million (KES 50,000,000)</p>
27.1	<p>The additional rights to the use of the documents are: As provided in GCC 27.1</p>
27.2	<p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be indicated as Not Applicable.</i></p> <p><i>If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p>[The Consultant shall not use these <i>[insert what applies..... documents and software....]</i> for purposes unrelated to this Contract without the prior written approval of the Procuring Entity.] [OR]</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.] [OR]</p> <p>[Neither Party shall use these <i>[insert what applies..... documents and software.....]</i> for purposes</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	unrelated to this Contract without the prior written approval of the other Party.]
32.1 (a) (f)	<i>Not Applicable.</i>
32.1(g)	<i>Not Applicable</i>
38.1	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive]</i> of local taxes.</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.</i></p>
39.1 and 39.2	<p><i>[The Procuring Entity, depending on the source of funds and tax exemptions already granted by the Government, shall decide whether the Consultant (i) should be exempted from local tax, or (ii) should be reimbursed by the Procuring Entity for any such tax they might have to pay (or that the Procuring Entity would pay such tax on behalf of the Consultant)]</i></p> <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></p> <p><i>If ITC16.3 indicates a tax exemption status, include the following: “the Consultant, the Sub-consultants and the Experts shall be exempt from”</i></p> <p><i>OR</i></p> <p><i>If ITC16.3 does not indicate the exemption and, depending on whether the Procuring Entity shall pay the withholding tax or the Consultant has to pay, include the following:</i></p> <p><i>“the Procuring Entity shall pay on behalf of the Consultant, the Sub-consultants and the Experts,”</i></p> <p><i>OR “the Procuring Entity shall reimburse the Consultant, the Sub-consultants and the Experts”]</i></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:</p> <p>Payment method is lumpsum contract price based on the payrolls provided for the period i.e months</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
40.2.1	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee: Not Applicable</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: N/A</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>14% per annum</i></p>
44.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators</u>. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the 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>

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

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 – Breakdown of Contract Price

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

Appendix D - Form of Advance Payment Guarantee

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.

_____ [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."

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:	[insert name of successful Consultant]
Address:	[insert address of the successful Consultant]
Contract price:	[insert contract price of the successful Consultant]

i) Short listed Consultants

[INSTRUCTIONS: insert names of all short-listed Consultants and indicate which Consultant 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)
[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]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u>

		<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]			[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.

Signature: _____

Name: _____

Email: _____

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 CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Consultant. In case of joint venture, the Consultant 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 Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:

- Directly or indirectly holding 25% or more of the shares.*
- Directly or in directly 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.*

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]

I) 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)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

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]*

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 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