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KDEAP KENYA DIGITAL ECONOMY ACCELERATION PROJECT

THE WORLD BANK

Government of Kenya

Request for Bids

Non-Consulting Services

for

Provision of Automation Services for the Marriage Registration for the Office of the Attorney General

Vision

Tranforming Lives Using ICT

Mission

To champion and harness ICT to enable efficient and effective access in the delivery of public service for the public office and public service.

Purchaser: **The Information and Communications Technology Authority**

Project: **Kenya Digital Economy Acceleration Project**

Contract title: **Provision of Automation Services for Marriage Registration for the Office of the Attorney General**

Country: **Kenya**

Loan No. **7289-KE and 7290-KE**

RFP No: **KE-ICTA-580413-NC-RFB**

Issued on: **17th November 2026**

Standard Procurement Document

Summary

Specific Procurement Notice

Specific Procurement Notice - Request for Bids (RFB)

The template attached is the Specific Procurement Notice for Request for Bids. This is the template to be used by the Borrower.

Bidding Document: Request for Bids – Non-Consulting Services

PART 1 – BIDDING PROCEDURES

Section I - Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II - Bid Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III - Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Most Advantageous Bid..

Section IV - Bidding Forms

This Section includes the forms for the Bid Submission, Price Schedules, and Bid Security to be completed and submitted by the Bidder as part of its Bid.

Section V - Eligible Countries

This Section contains information regarding eligible countries.

Section VI - Fraud and Corruption

This Section includes the Fraud and Corruption provisions which apply to this Bidding process.

PART 2 – EMPLOYER'S REQUIREMENTS

Section VII - Activity Schedule

This Section includes the List of Non-Consulting Services and Completion Schedules that describe the Services to be procured.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section IX - Special Conditions of Contract (SCC)

The contents of this Section modify or supplement, but not over-write, the General Conditions and shall be prepared by the Employer.

Section X - Contract Forms

This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms.

Specific Procurement Notice

Request for Bids
Non-Consulting Services

Employer: Information and Communications Technology Authority (ICTA)

Project: Kenya Digital Economy Acceleration Project

Contract title: Provision of Automation Services for Marriage Registration for the Office of the Attorney General

Country: Kenya

Loan No. /Credit No.: KE-7289 and KE-7290

RFB No: KE-ICTA-580413-NC-RFB

Issued on: 17 November 2026

1. The **Government of Kenya** has received financing from the World Bank toward the cost of the **Kenya Digital Economy Acceleration Project**, and intends to apply part of the proceeds toward payments under the contract for **Provision of Automation Services for Marriage Registration for the Office of the Attorney General**.

2. The Information and Communication Technology Authority now invites sealed Bids from eligible Bidders for **Provision of Automation Services for Marriage Registration for the Office of the Attorney General (***automated back-end system for marriage registration (Civil, Customary CM 1-8, Christian, Hindu, Islamic), divorce case management, ministers of faith licensing, and adoption services. The solution includes full two-way integration with eCitizen, Paybill 222222, IPRS, Registrar of Societies, Judiciary, and OAG EDRMS across all 47 Counties of Kenya).*

3. Bidding will be conducted through international competitive procurement using a Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers -" *First Published in July 2016, Revised Fifth Edition, September 2023* ("Procurement Regulations"), and is open to all eligible Bidders as defined in the Procurement Regulations.

4. Interested eligible Bidders may obtain further information from **Information and Communication Technology Authority, Deputy Director Supply Chain Management** procurement@ict.go.ke and inspect the bidding document during office hours 0900 to 1600 hours East African Time (EAT) at the address given below.

5. The bidding document in **English** may be downloaded free of charge by interested eligible Bidders ICTA's website https://www.icta.go.ke/tenders or Public Procurement Information

Portal website https://www.tenders.go.ke. Bidders who download the bidding documents are required to notify the Employer by e-mail with full contact details if they intended to participate, as this will facilitate issuance of notifications by the Employer during the procurement process, to all bidders where necessary.

6. Bids must be delivered to the address below on or before ***10.00 a.m. EAT on 14th January 2027***. Electronic Bidding **will not** be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend at the address below.

7. All Bids must be accompanied by a **Bid Security** of **Kes. 2,500,000 (Two million five hundred thousand only)** in form **of** unconditional bank guarantee valid for 148 days from submission deadline up to and including **Wednesday, 2 June 2027.**

8. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.

9. The address(es) referred to above is (are):

Jessy K. Maruti
Chief Executive Officer
The Information and Communications Technology Authority
12th Floor, Telposta Towers, Along Kenyatta Avenue
P.O. Box 27150-00100
NAIROBI, KENYA
info@ict.go.ke/procurement@ict.go.ke

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Section I - Instructions to Bidders

A. General

1. Scope of Bid

1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues this bidding document for the delivery of Non-Consulting Services, as specified in Section VII, Employer's Requirements. The name, identification and number of lots (contracts) of this RFB procurement are specified in the BDS.

1.2 Throughout this bidding document:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays;

(d) "ES" means environmental and social, as applicable, (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));

(e) "Sexual Exploitation and Abuse" "(SEA)" means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

(f) "Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Service Provider's Personnel with other Service Provider's or Employer's Personnel;

(g) "Service Provider's Personnel" is as defined in GCC Sub-Clause 1.1; and

(h) "Employer's Personnel" is as defined in GCC Sub-Clause 1.1.

A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV.

1.3 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS.

2. Source of Funds

2.1 The Borrower or Recipient (hereinafter called "Borrower") specified **in the BDS** has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified **in the BDS,** toward the project named **in the BDS.** The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment or materials if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

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

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

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a state-owned entity or institution subject to ITB 4.6, or any combination of such entities

in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

(a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or

(b) receives or has received any direct or indirect subsidy from another Bidder; or

(c) has the same legal representative as another Bidder; or

(d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or

(e) or any of its affiliates participated as a consultant in the preparation of the Employer's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Bid; or

(f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower for the Contract implementation; or

(g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

(h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the Contract.

4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a sub-contractor in more than one Bid.

4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.

4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the

WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.

4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Employer.

4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.

4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.9 This Bidding is open for all eligible Bidders, unless otherwise specified in ITB 18.4.

4.10 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

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

5. Qualification of the Bidder

5.1 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that prequalification of Bidders has been undertaken as stated in ITB 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Bidding Document

6. Sections of Bidding Document

6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9.

PART 1: Bidding Procedures

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

PART 2: Employer's Requirements

- Section VII - Employer's Requirements

PART 3: Contract

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Special Conditions of Contract (SCC)
- Section X - Contract Forms

6.2 The Specific Procurement Notice - Request for Bids (RFB) or the notice to prequalified Bidders, as the case may be issued by the Employer is not part of this bidding document.

6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 9. In case of any contradiction, documents obtained directly from the Employer shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all

information or documentation as is required by the bidding document.

7. Site Visit

7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the locations of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the locations of required Services and its surroundings shall be at the Bidder's own expense.

8. Clarification of Bidding Document

8.1 A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer's address specified **in the BDS**. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 9 and ITB 23.2.

9. Amendment of Bidding Document

9.1 At any time prior to the deadline for submission of Bids, the Employer may amend the bidding document by issuing addenda.

9.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 8.1.

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with ITB 23.2 below.

C. Preparation of Bids

10. Cost of Bidding

10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

11. Language of Bid

11.1 The Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer shall be written in the language specified **in the BDS**. Supporting documents and printed

literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

12. Documents Comprising the Bid

12.1 The Bid shall comprise the following:

(a) **Letter of Bid** prepared in accordance with ITB 13;

(b) **Schedules:** priced Activity Schedule completed in accordance with ITB 13 and ITB 15;

(c) **Bid Security or Bid-Securing Declaration** in accordance with ITB 20.1;

(d) **Alternative Bid**: if permissible in accordance with ITB 14;

(e) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;

(f) **Qualifications:** documentary evidence in accordance with ITB 18 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;

(g) **Bidder's Eligibility**: documentary evidence in accordance with ITB 18 establishing the Bidder's eligibility to Bid;

(h) **Conformity**: documentary evidence in accordance with ITB 17, that the Services conform to the bidding document; and

(i) any other document required **in the BDS.**

12.2 In addition to the requirements under ITB 12.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

12.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

13. Letter of Bid and Activity Schedule

13.1 The Letter of Bid and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.3. All blank spaces shall be filled in with the information requested.

14. Alternative Bids

14.1 Unless otherwise indicated **in the BDS**, alternative Bids shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Bidder shall be considered by the Employer.

14.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

14.3 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the BDS**, as will the method for their evaluating, and described in Section VII, Employer's Requirements.

15. Bid Prices and Discounts

15.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Activity Schedule(s) shall conform to the requirements specified below.

15.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).

15.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications, based on the priced Activity Schedule, submitted by the Bidder.

15.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 13.1.

15.5 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications, and listed in the Activity Schedule in Section VII, Employer's Requirements. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

15.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.

15.7 If provided for **in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

15.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract.

16. Currencies of Bid and Payment

16.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Employer's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Employer's Country, unless otherwise specified **in the BDS**.

16.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Employer's Country.

16.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump-sum are reasonable and responsive to ITB 16.1 and 16.2.

17. Documents Establishing Conformity of Services

17.1 To establish the conformity of the Non-Consulting Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Employer's Requirements.

17.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Employer's Requirements.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

18.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.

18.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Employer's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18.3 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.

18.4 In the event that prequalification of Bidders has been undertaken as stated **in the BDS**, only Bids from prequalified Bidders shall be considered for award of Contract. These qualified Bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission.

18.5 If prequalification has not taken place before Bidding, the qualification criteria for the Bidders are specified in Section III, Evaluation and Qualification Criteria.

19. Period of Validity of Bids

19.1 Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Employer in accordance with ITB 9. A Bid that is not valid until the date specified **in the BDS,** or any extended date if amended by the Employer in accordance with ITB 9, shall be rejected by the Employer as nonresponsive.

19.2 In exceptional circumstances, prior to the date of expiration of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 19.3.

19.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity specified in accordance with ITB 19.1, the Contract price shall be determined as follows:

(a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS;**

(b) in the case of adjustable price contracts, no adjustment shall be made; or

(c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

20. Bid Security

20.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid security, as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.

20.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

20.3 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option:

(a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);

(b) an irrevocable letter of credit;

(c) a cashier's or certified check; or

(d) another security specified **in the BDS**,

from a reputable source and an eligible country. If the unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable, unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 19.2.

20.4 If a Bid Security is specified pursuant to ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.

20.5 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 46.

20.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

20.7 The Bid Security may be forfeited:

(a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 45; or

(ii) furnish a performance security in accordance with ITB 46.

20.8 The Bid Security or Bid-Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid security or Bid-Securing Declaration shall be in the names of all

future members as named in the letter of intent referred to in ITB 4.1 and ITB 12.2.

20.9 If a Bid Security is not required in the BDS, pursuant to ITB 20.1, and

(a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 45; or

(ii) furnish a performance security in accordance with ITB 46;

the Borrower may**,** if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time as stated **in the BDS**.

21. Format and Signing of Bid

21.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 12, bound with the volume containing the Form of Bid, and clearly marked "Original." In addition, the Bidder shall submit copies of the Bid, in the number specified **in the BDS**, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.

21.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

21.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

21.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

21.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

22. Sealing and Marking of Bids

22.1 The Bidder shall deliver the Bid in a single, sealed envelope. Within the single envelope the Bidder shall place the following separate, sealed envelopes:

(a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 12; and

(b) in an envelope marked "COPIES", all required copies of the Bid; and

(c) if alternative Bids are permitted in accordance with ITB 14, and if relevant:

(i) in an envelope marked " ORIGINAL - ALTERNATIVE BID", the alternative Bid; and

(ii) in the envelope marked "COPIES – ALTERNATIVE BID" all required copies of the alternative Bid.

22.2 The inner and outer envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Employer in accordance with ITB 23.1;

(c) bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and

(d) bear a warning not to open before the time and date for Bid opening.

22.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

23. Deadline for Submission of Bids

23.1 Bids must be received by the Employer at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.

23.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 9, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

24.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution and Modification of Bids

25.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

(b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 23.

25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.

25.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of the Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.

26. Bid Opening

26.1 Except as in the cases specified in ITB 23 and ITB 25.2, the Employer shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified **in the BDS**.

26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

26.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and

the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

26.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.

26.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Employer may consider appropriate.

26.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further. The Letter of Bid and the priced Activity Schedule are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.

26.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 24.1).

26.8 The Employer shall prepare a record of the Bid opening that shall include, as a minimum:

(a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;

(b) the Bid Price, per lot (contract) if applicable, including any discounts; and

(c) any alternative Bids;

(d) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.

26.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

27. Confidentiality

27.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on

the Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 41.

27.2 Any effort by a Bidder to influence the Employer in the evaluation or contract award decisions may result in the rejection of its Bid.

27.3 Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing.

28. Clarification of Bids

28.1 To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, the Employer may, at the Employer's discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 32.

28.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

29. Deviations, Reservations, and Omissions

29.1 During the evaluation of Bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the bidding document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

30. Determination of Responsiveness

30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 12.

30.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 17 and ITB 18, in particular, to confirm that all requirements of Section VII, Employer's Requirements have been met without any material deviation or reservation, or omission.

30.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors and Omissions

31.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.

31.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.

32. Correction of Arithmetical Errors

32.1 Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall

be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

32.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1, shall result in the rejection of the Bid.

33. Conversion to Single Currency

33.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified **in the BDS**.

34. Margin of Preference

34.1 A margin of preference shall not apply.

35. Evaluation of Bids

35.1 The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

(a) substantially responsive to the bidding document; and

(b) the lowest evaluated cost.

35.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid cost by adjusting the Bid price as follows:

(a) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;

(b) price adjustment due to discounts offered in accordance with ITB 15.4;

(c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITB 33;

(d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;

(e) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including Daywork, when requested in the Specifications; and

(f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

35.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

36. Comparison of Bids

36.1 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost.

37. Abnormally Low Bids

37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.

37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

37.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.

38. Qualification of the Bidder

38.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the

Bidder, pursuant to ITB 18. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Bidder that submitted the Bid.

38.3 Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.

38.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

39. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

39.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

40. Standstill Period

40.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply

41. Notification of Intention to Award

41.1 The Employer shall send to each Bidder, the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

(a) the name and address of the Bidder submitting the successful Bid;

(b) the Contract price of the successful Bid;

(c) the names of all Bidders who submitted Bids, and their Bid prices as readout and as evaluated;

(d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;

(e) the expiry date of the Standstill Period; and

(f) instructions on how to request a debriefing or submit a complaint during the standstill period.

F. Award of Contract

42. Award Criteria

42.1 Subject to ITB 39, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

(a) substantially responsive to the bidding document; and

(b) the lowest evaluated cost.

43. Notification of Award

43.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 40.1, or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Service Provider in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

43.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

(a) name and address of the Employer;

(b) name and reference number of the contract being awarded, and the selection method used;

(c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;

(d) name of Bidders whose Bids were rejected and the reasons for their rejection;

(e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and

(f) successful Bidder's Beneficial Ownership Disclosure Form, if specified in BDS ITB 45.1.

43.3 The Contract Award Notice shall be published on the Employer's website with free access if available, or in at least one newspaper of national circulation in the Employer's Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.

43.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

44. Debriefing by the Employer

44.1 On receipt of the Borrower's Notification of Intention to Award referred to in ITB 41, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

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

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

44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.

45. Signing of Contract

45.1 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.

45.2 The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.

46. Performance Security

46.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.

46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.

47. Adjudicator

47.1 The Employer proposes the person named **in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee specified **in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this Bid, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

48. Procurement Related Complaint

48.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.

Section II - Bid Data Sheet (BDS)

The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Reference	A. General
ITB 1.1	The reference number of the Request for Bids (RFB) is: **KE-ICTA-580413-NC-RFB** The Employer is: **Information and Communications Technology Authority (ICTA)** The name of the RFB is: **Provision of Automation Services for Marriage Registration for the Office of the Attorney General**
ITB 1.2(a)	**NOT APLICABLE**
ITB 1.3	The Intended Completion Date is: **12 months from commencement**
ITB 2.1	The Borrower is: **The Government of Kenya** Loan or Financing Agreement amount: **USD 390 million** The name of the Project is: **Kenya Digital Economy Acceleration Project**
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: **3 members**
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.
	B. Contents of Bidding Document
ITB 8.1	Add the following text A **Pre-Bid Conference shall take place** at the address below: **Date:** Wednesday, 2 December 2026 **Time:** 10:00 AM East Africa Time (EAT) For **Clarification of Bid purposes** only, the Employer's address is: Attention: **Deputy Director, Supply Chain Management** Address: **P.O. Box 27150-00100** Floor/ Room number: **12th Floor, Telposta Towers, Kenyatta Avenue**

	City: **Nairobi** ZIP Code: **00100** Country: **Kenya** Telephone: **(+254) 20 667 6999** Email address: **procurement@ict.go.ke** Requests for clarification should be received by the Purchaser no later than: fourteen (14) days prior to the deadline for submission of Bids. The Employer will issue its responses no later than seven (7) days prior to the deadline for submission of Bids." Web page: **www.icta.go.ke / www.tenders.go.ke**
	C. Preparation of Bids
ITB 11.1	The language of the Proposal is: **English**. All correspondence exchange shall be in **English** language. Language for translation of supporting documents and printed literature is **English**
ITB 12.1 (i)	The Proposer shall submit the following additional documents in its Bid: **The Proposer shall submit with its proposal the following additional documents the Technical Part of its Proposal:** **Code of Conduct for Supplier's Personnel (ES)** The Proposer shall submit its Code of Conduct that will apply to the Supplier's Personnel (as defined in GCC Clause 1.1) employed in the execution of the Contract at the Project Site/s to ensure compliance with the Supplier's Environmental and/or social obligations under the Contract, as applicable. The Proposer shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Proposer may introduce additional requirements, including as necessary to consider specific Contract issues/risks. **Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks** A signed E&S Code of Conduct and Labor Management Strategy adhering to World Bank Environmental and Social Standards (ESS2, ESS3, ESS10), including non-discrimination, worker safety/OHS protocols for 47-county field operations, e-waste handling plans, and alignment with the Project's Stakeholder Engagement Plan. **Cyber security management strategies and implementation plans** **Cybersecurity & Privacy Management Plan:** Proposed Security Architecture, Data Privacy Impact Assessment (DPIA) protocol under the

	Data Protection Act 2019, ISO 27001 proof of compliance, RBAC/MFA configurations, and VAPT execution commitment prior to Go-Live.
ITB 14.1	Alternative proposals **shall not be** considered.
ITB 14.2	Alternative times for completion **shall not be** permitted.
ITB 14.3	Alternative technical solutions shall be permitted for the following parts of the Services: **NOT APPLICABLE**
ITB 15.7	The prices quoted by the Bidder **shall not** be subject to adjustment during the performance of the Contract.
ITB 16.1	The Proposer **is** required to quote in the currency of the Employer's Country the portion of the Bid price that corresponds to expenditures incurred in that currency.
ITB 18.4	Prequalification **has not** been undertaken.
ITB 19.1	The Proposal shall remain valid for a period of **120 calendar days** after the bid submission deadline, expiring on **Thursday, 29 April 2027**.
ITB 19.3 (a)	The Proposal price shall be adjusted by the following factor(s): **NONE**
ITB 20.1	A Bid Security **shall be** required. The Bid Security shall be in the form of (**Unconditional Bank Guarantee from a reputable bank)** in the form and content provided in **Section IV**-Bidding Forms. The Bid Security shall be valid for **twenty-eight (28) days beyond the original validity period of the bid**, i.e., up to and including **Thursday 27 May 2027**. The amount and currency of the Bid Security shall be **Kes. 2,500,000 million (Kenya Shillings Two Million five hundred only) or Equivalent in a Freely Convertible Currency**
ITB 20.3 (d)	Other types of acceptable securities: **NONE**
ITB 20.9	**N/A**
ITB 21.1	In addition to the original of the Proposal, the number of copies is: **Two (2) copies**. In addition, a Flash Drive shall be enclosed, containing the full copy of the bid in PDF format, with search and copy functions enabled in the bid's envelope.

	In case of any discrepancy between the electronic copy and the hard copies, the original hard copy shall prevail.
ITB 21.3	The written confirmation of authorization to sign on behalf of the Proposer shall consist of: **Power of Attorney** The Power of Attorney shall be drawn up by **Commissioner of Oaths** (or attested by a **Notary Public** for international bidders) and bear the legal stamp/seal. If the Proposer is a Joint Venture (JV), the Power of Attorney shall be executed by all authorized partners/members of the JV, appointing a Lead Partner with authority to sign on behalf of the JV and bind all members legally
	D. Submission and Opening of Bids
ITB 23.1	For **Bid submission purposes** only, the Employer's address is: Attention: **Chief Executive Officer** Street Address: **Telposta Towers, Kenyatta Avenue** Floor/Room number: **12th Floor Boardroom** City: **Nairobi** Country: **Kenya**
ITB 23.1	**The deadline for Proposal submission is:** **Date: 14th January 2027** **Time: 10:00am EAT** Bidders ***"shall not"*** have the option of submitting their Bids electronically.
ITB 26.1	The Proposal opening shall take place at: Street Address: **Telposta Towers**, **Kenyatta Avenue** Floor/Room number: **12th Floor Boardroom, ICT Authority** City: **Nairobi** Country: **Kenya** **Date: 14th January 2027** **Time: 10:00am EAT**
ITB 26.1	**NOT APPLICABLE**
ITB 26.6	The Letter of Bid and priced Activity Schedule shall be initialed by ***ALL*** representatives of the Employer conducting Bid opening Each Proposal shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by

	the Representative of the Employer, the original proposal security amount and currency, power of attorney, joint venture agreements and ant other document as determined by the employers' representatives.
E. Evaluation and Comparison of Bids	
ITB 33.1	The currency(ies) of the bid shall be converted into a single currency as follows: **Kenya Shillings** The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: **Kenya Shillings** The source of exchange rate shall be: **Central Bank of Kenya** The date for the exchange rate shall be: **Bid Submission Deadline**
	F. Award of Contract
ITB 45.1	The successful Proposer **shall** submit the Beneficial Ownership Disclosure Form.
ITB 47	The Appointing Authority for the Adjudicator is: The Registrar, **Nairobi Centre for International Arbitration** (NCIA) The hourly rate shall be determined in accordance with the prevailing fee schedule of the **Nairobi Centre for International Arbitration (NCIA).**
ITB 48.1	The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to: **For the attention**: *Jessy K. Maruti* **Title/position**: *Chief Executive Officer* **Employer**: *Information and Communication Technology Authority* **Email address**: ***procurement@ict.go.ke*** In summary, a Procurement-related Complaint may challenge any of the following: **1.** the terms of the Bidding Documents; and **2.** the Employer's decision to award the contract.

Section III - Evaluation and Qualification Criteria

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The Employer shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying these criteria and methodologies, the Employer shall determine the Most Advantageous Bid. This is the Bid that has been determined to be:

(a) substantially responsive to the bidding document, and

(b) the lowest evaluated cost.

1. Evaluation (ITB 35.2(f))

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII, Employer's Requirements.

1.2 Multiple Contracts

Pursuant to ITB 35.4 of the Instructions to Bidders, if Services are grouped in multiple contracts, evaluation will be as follows:

(a) Award Criteria for Multiple Contracts [ITB 35.4]: (NOT APPLICABLE)

(b) Qualification Criteria for Multiple Contracts: (NOT APPLICABLE)

1.3 Alternative Times for Completion (NOT APPLICABLE)

1.4 Alternative Technical Solutions for specified parts of the Services (NOT APPLICABLE)

1.5 Sustainable procurement (NOT APPLICABLE)

2. Qualification

The Employer has not undertaken prequalification of potential Bidders; all Bidders shall include the following information and documents with their Bids:

The tables below have structured all information and minimum qualifying criteria required for Bidders (including Joint Ventures and Subcontractors) strictly in accordance with this Standard Procurement Document (SPD)

1. Mandatory & Preliminary Documentation Requirements

Factor	Requirement Description	Evidence Required	Compliance Pass/Fail
Legal Capacity & Status	Copies of original documents defining; - the constitution or legal status, - principal place of business.	- Certificate of Incorporation/ Registration - Lease Agreement or Title Deed or Rent payment receipt	Must meet requirement
Bid Security	The Proposal Security shall be in the form of (**Unconditional Bank Guarantee from a reputable bank)** in the form and content provided in **Section IV**-Bidding Forms valid for a period of at least 28 calendar days beyond the Proposal Validity Period	- Proposal Security of Kes. 2,500,000.00 (Two million five hundred thousand Kenya Shillings only) valid up to and including **Thursday, 27 May 2027**	Must meet requirement
Power of Attorney	Written power of attorney of the signatory of the Bid to commit the Bidder.	- Executed Power of Attorney witnessed by Commissioner of Oaths or Notary Public	Must meet requirement
Banker's Authorization	Authority to the Employer to seek references from the Bidder's bankers.	- Bidders Authorization	Must meet requirement

2. Financial Standing & Capacity Requirements

Factor	Requirement Description	Evidence Required	Compliance Pass/Fail
Historical Monetary Value	Total monetary value of Services performed for each of the last five years.	5 Years Historical Record	Must meet requirement
Financial Reports & Audits	Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past 3 years (2023, 2024 & 2025)	3 Years Audited Reports	Must meet requirement
Working Capital & Credit Facilities	Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources).	Financial Evidence	Must meet requirement

Minimum Annual Volume	The minimum required annual volume of Services for the successful Bidder in any of the last five years shall be: **Kes. 292,365,000.00** or equivalent in a freely convertible currency.	5 Years Financial Record	Must meet requirement (JV rules apply)
Access to Liquid Assets / Credit Facilities	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be: **Kes. 48,000,000.00** or equivalent in a freely convertible currency.	Bank Letters / Credit Lines	Must meet requirement (JV rules apply)

3. Technical & Operational Qualification Requirements

Factor	Requirement Description	Evidence Required	Compliance Pass/Fail
Similar Experience (General Submission)	Experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts.	5 Years Experience Record	Must meet requirement
Minimum Similar Contract Experience	Experience as service provider in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete), each with a minimum value of **KES 129,940,000.00** or **equivalent in freely convertible currency**.	At least 2 Contracts (at least 70% Complete)	Must meet requirement (JV rules apply)
Access to Essential Equipment List	The Bidder must demonstrate ownership of, or valid enterprise access/licenses to, the essential software development toolchains, automated testing suites, security evaluation platforms, and staging infrastructure required to execute the Automation of Services provided by the Office of the Attorney General including Marriage Registration.	Equipment Acquisition Plan	Must meet requirement
Key Site Management & Technical Personnel	Qualifications and experience of key site management and technical personnel proposed for the Contract. Suitably qualified key personnel specified below and other key personnel that the Bidder considers appropriate to perform the Services: Project Manager, Solution Architect, Legal Expert, DB/Data Migration Specialist, Cybersecurity	CVs & Qualifications Compliance	Must meet requirement

Factor	Requirement Description	Evidence Required	Compliance Pass/Fail
	Specialist, Integration Specialist, QA Specialist, and Sexual Exploitation, Abuse and Harassment (SEAH) Expert.		

4. Environmental, Social (ES) & Governance (ESG) Safeguards

Factor	Requirement Description	Evidence Required	Compliance Pass/Fail
ES Past Performance Declaration	Environmental and Social (ES) past performance declaration regarding prior compliance with labour laws and environmental standards.	ES Declaration Form	Must meet requirement
SEA/SH Performance Declaration	Bidders shall include with their bids the Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration, using the form in Section IV.	Executed SEA/SH Declaration	Must meet requirement
SEA/SH Non-Disqualification Status	At the time of Contract award, successful Bidder (including each member of a JV) shall not be subject to disqualification by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations.	Bank Compliance Status	Must meet requirement (Each JV Member)

5. Litigation, Subcontracting & Other Governance Criteria

Factor	Requirement Description	Evidence Required	Compliance Pass/Fail
Litigation History	Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount. A consistent history of litigation or arbitration awards against the Bidder or any member of a Joint Venture may result in disqualification.	5 Years Litigation Record	Must not have consistent history of awards against Bidder
Subcontracting Proposals	Proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price	Subcontracting Details (>10%)	Must meet requirement
Subcontractors' Qualification & Experience	Subcontractors' experience **shall not** be taken into account. If any proposed subcontractor does not meet the	Subcontractor Profile & Compliance	Conditional / Replacement Rule Applies

Factor	Requirement Description	Evidence Required	Compliance Pass/Fail
	requirement, the Employer will require the Bidder to propose a replacement subcontractor. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria.		

6. Joint Venture (JV) Requirements & Qualification Rules

Factor	Requirement Description	Evidence Required	Compliance Pass/Fail
JV Information & Documentation	The information needed for Bids submitted by joint ventures is as follows: (a) The Bid shall include all the information listed above for each joint venture member; (b) The Bid shall be signed so as to be legally binding on all members; (c) The Bid shall include a copy of the agreement entered into by the joint venture members defining the division of assignments to each member and establishing that all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed agreement; (d) One of the members shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and (e) The execution of the entire Contract, including payment, shall be done exclusively with the member in charge.	Executed JV Agreement or Letter of Intent	Must meet requirement
JV Minimum Qualification Aggregation Rule	The figures for each of the members of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of	Financial & Technical Data Aggregation	Lead Member: Min 40%

Factor	Requirement Description	Evidence Required	Compliance Pass/Fail
	(a) Annual Volume, (b) Experience, and (c) Liquid Assets; however, for a joint venture to qualify: - The member in charge must meet at least **40 percent** of those minimum criteria for an individual Bidder Min Annual Volume: **KES 116,946,000.00**; Min Liquid Assets: **KES 19,200,000.00**. - Other members must meet at least **25 percent** of the criteria Min Annual Volume **KES 73,091,250.00**; Min Liquid Assets: **KES 12,000,000.00**. Failure to comply with this requirement will result in rejection of the joint venture's Bid.		Other Members: Min 25% Combined: Must meet 100%

The evaluation of technical proposals for the Automation of Services Provided by the Office of the Attorney General including Marriage Registration shall be conducted on a strict Pass/Fail basis. Bidders must meet or exceed all mandatory technical, security, and functional compliance criteria to be determined substantially responsive. Bids failing any single mandatory requirement will be rejected**.**

Table 1

Item No.	Technical Evaluation Requirement / Domain	Verification Basis & Required Submission	Compliance Determination (Pass / Fail)
a. Statutory, Regulatory & Security Architecture Compliance			
1.1	**Data Protection & Privacy Compliance**	Compliance undertaking with the **Data Protection Act, 2019**, ODPC guidelines, privacy-by-design architecture, and encryption standards for data at rest and in transit.	
1.2	**Cybersecurity & Cybercrimes Act Alignment**	Full compliance undertaking with the **Computer Misuse and Cybercrimes Act, 2018 (Cap. 79C)** and ISO/IEC 27001 information security controls.	
1.3	**Identity & Access Management (IAM)**	Implementation commitment for **Role-Based Access Control (RBAC)** and mandatory **Multi-Factor Authentication (MFA)** for all administrative and privileged user accounts.	

Item No.	Technical Evaluation Requirement / Domain	Verification Basis & Required Submission	Compliance Determination (Pass / Fail)
1.4	**VAPT & Pre-Commissioning Security Gate**	Written commitment and protocol schedule to execute independent **Vulnerability Assessment and Penetration Testing (VAPT)** and remediate all critical/high vulnerabilities prior to UAT.	
b. Functional Scope & Core Workflow Domains			
2.1	**Marriage Registration Core Module (CM 1–8)**	Detailed technical design fulfilling all functional workflows across notice of marriage, objections, solemnization, certification, and registrar general approvals.	
2.2	**Special Services (Divorce, Ministers, Adoptions)**	Functional architecture supporting digital processing for divorce decrees, licensed minister management, and adoption orders under statutory timelines.	
2.3	**External System Integrations**	Proven technical capability to interface seamlessly with **eCitizen SSO**, **Government payment gateway (Paybill 222222)**, **IPRS (Civil Registry)**, **Judiciary case systems, the OAG Legal Case Management System (LCMS)**, and the **Registrar of Societies**.	
2.4	**Document & Records Management (EDRMS)**	Integration with the Government Electronic Document and Records Management System (EDRMS) as set out in Section 1.2 of the Terms of Reference, with tamper-evident audit logging. The bidder shall not supply a separate EDRMS.	
2. **Infrastructure, Hosting & Disaster Recovery SLAs**			
3.1	**Konza National Data Centre Hosting**	Technical architecture confirming deployment readiness and compatibility with the **Konza National Data Centre** (or approved government cloud/hybrid framework).	
3.2	**System Uptime & Performance SLAs**	Commitment to $\geq$ 99.9% system uptime availability and response times $<$ 2 seconds under peak transaction volumes.	
3.3	**Data Migration Accuracy Target**	Methodology meeting or exceeding the $\geq$ 99.95% **data migration accuracy** threshold with zero data loss or corruption.	

Item No.	Technical Evaluation Requirement / Domain	Verification Basis & Required Submission	Compliance Determination (Pass / Fail)
3.4	**Recovery Objectives (RTO & RPO)**	Architecture guarantee ensuring an **RTO** $\leq$ 4 **hours** and an **RPO** $\leq$ 15 **minutes** for disaster recovery and business continuity.	
3. Key Personnel & Toolchain Resources			
4.1	**Key Technical Personnel Qualifications**	Submission of CVs and certifications for key experts (Project Manager, Lead Architect, Security Expert, Data Migration Specialist) meeting minimum experience criteria.	
4.2	**Essential Toolchain & Testing Suites**	Proof of access/licenses to enterprise CI/CD platforms, SAST/DAST testing suites, and API load testing tools as outlined in Schedule 3.4.	

Table 2: Key Personnel Competency & Role Requirements

Position	Academic / Professional Certification	Minimum Experience	Specific Mandate & Responsibilities
Project Manager	Bachelor's Degree in CS, IT, or PM; PMP or PRINCE2 certification required.	5+ Years managing digital government transformations.	Overall contract leadership, schedule control, stakeholder management, risk mitigation, and stage-gate reporting.
Solution Architect / Lead Developer	Bachelor's Degree in CS, Software Engineering, or IT.	5+ Years in enterprise architecture and API design.	System architecture, modular component design, software engineering standards, and alignment with GEA/GIF standards.
Legal / Statutory Compliance Expert	Bachelor of Laws (LL. B); Advocate of the High Court of Kenya.	5+ Years in family law & civil registration frameworks.	Legal validation of workflows, custom rules engine alignment (Marriage Act 2014 & Customary Marriage Rules 2017), and compliance matrix setup.
Database & Data Migration Specialist	Bachelor's Degree in CS, Data Science, or IT.	5+ Years in enterprise DB management & ETL migration.	Data architecture, Marriage/Divorce master databases design, eCitizen ETL, and achieving the 99.95% migration accuracy target.

Position	Academic / Professional Certification	Minimum Experience	Specific Mandate & Responsibilities
Cybersecurity Specialist	Bachelor's Degree in IT/Cybersecurity; CISSP, CISM, or CEH certification.	5+ Years in enterprise cybersecurity & VAPT execution.	Security architecture, RBAC/MFA design, Data Protection Act 2019 compliance, VAPT remediation, and ISO 27001 controls.
Integration / API Specialist	Bachelor's Degree in CS, Software Engineering, or IT.	5+ Years in middleware, microservices, & secure APIs.	Two-way eCitizen SSO/data integration, Paybill 222222 integration, IGRP connector build, and external agency interfaces.
QA / Testing Specialist	Bachelor's Degree in CS or IT; ISTQB Certification preferred.	5+ Years in software testing & quality assurance.	Unit, integration, system, security, accessibility, and UAT test execution, defect logging, and SLA compliance verification.

Evaluation Verdict Rule:

- **Substantially Responsive:** A bid passes technical evaluation only if every item (1.1 through 4.2) is marked "Pass".

- **Non-Responsive:** If any single item is marked "Fail", the entire bid is determined to be non-responsive and is disqualified from financial evaluation**.**

- **Award Recommendation:** Among all substantially responsive bids that passed both technical and financial qualification checks, the contract is awarded to the lowest evaluated bidder.

POST-QUALIFICATION & DUE DILIGENCE REQUIREMENTS

Prior to awarding the contract, the Employer will conduct post-qualification verification pursuant to standard procurement guidelines:

1. **Client Reference Verification:** Inspection and direct validation of completion certificates, contract scope, and past performance for the qualifying contracts submitted.
2. **Key Personnel Audit:** Verification of academic credentials, professional registrations (Advocate Roll, PMP, CISSP), and employment track records.
3. **Licensing & Software Audit:** Verification of all software components, third-party libraries, subscriptions, and deployment scripts to ensure zero undisclosed dependencies.
4. **Practical Solution Demonstration:** *The Employer may require the lowest evaluated substantially responsive Bidder to perform a live demonstration of the scenarios below. Failure to demonstrate that the Bidder's Technical Proposal claims are met, as verified by the Employer, shall result in rejection of the Bid, and the Employer shall proceed to the next lowest evaluated Bidder* perform a live platform demonstration based on standard operational scenarios:

- *Scenario 1:* Straight-through Marriage Registration (submission to automated verification & certificate issue).
- *Scenario 1A:* Automated intake with curable deficiency request and user resumption.
- *Scenario 2:* Ministers of Faith registration, Registrar of Societies verification, licensing, and suspension workflows.
- *Scenario 3:* Historical record search, EDRMS document linkage, certified copy issue, and public QR verification.
- *Scenario 4:* Divorce decree registration, marriage record endorsement, and LCMS litigation linkage.
- *Scenario 5:* Administrative configuration of forms/fees, mobile offline capture, and BI dashboard reporting.
- *Scenario 6:* Registrar of Adoption Services processing (Abandoned, Family, Offered, Foreign) and Adopted Children Register entry.

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Letter of Bid

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: [*insert date (as day, month and year) of Bid submission*]
RFB No.: [*insert number of RFB process*]
Alternative No.: [*insert identification No if this is a Bid for an alternative*]

We, the undersigned, declare that:

To: **[*insert complete name of Employer*]**

(a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 9;

(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's Country in accordance with ITB 4.7;

(d) **Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [*select the appropriate option from (i) to (iii) below and delete the others*].

We *[where JV, insert:* "including any of our JV members"*]*, and any of our subcontractors:

(i) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

(ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

(iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]

(e) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the bidding document of the following: [*insert a brief description of the Non-Consulting Services*];

(f) Bid Price: The total price of our Bid, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*

Option 1, in case of one lot: Total price is: [*insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies*];

Or

Option 2, in case of multiple lots: (a) Total price of each lot [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*]; and (b) Total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

(g) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: [*Specify in detail each discount offered.*]

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

(h) **Bid Validity Period:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 19.1],* and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(i) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;

(j) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 14;

(k) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(l) **State-owned enterprise or institution**: [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.6*];

(m) **Commissions, gratuities and fees**: We have paid, or will pay the following commissions, *gratuities*, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

(n) *[Delete if not appropriate, or amend to suit]* We confirm that we understand the provisions relating to Standstill Period as described in this bidding document and the Procurement Regulations.

(o) **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(p) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and

(q) **Fraud and Corruption:** 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.

Name of the Bidder: *[*insert complete name of the Bidder*]

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

Title of the person signing the Bid: [*insert complete title of the person signing the Bid*]

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 Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.
**: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid submission*]
RFB No.: *[insert number of Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*
Page _____ of_ _____ pages

1. Bidder's Name *[insert Bidder's legal name]*
2. In case of JV, legal name of each member : *[insert legal name of each member in JV]*
3. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Bidder's year of registration: *[insert Bidder's year of registration]*
5. Bidder's Address in country of registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. ☐ In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the agency of the Employer 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

Date: *[insert date (as day, month and year) of Bid submission*]
RFB No.: *[insert number of Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

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1. Bidder's Name: *[insert Bidder's legal name]*
2. Bidder's JV Member's name: *[insert JV's Member legal name]*
3. Bidder's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Bidder's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Bidder's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6. 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]*

Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: [*attach copy]*

Place of registration: [*insert]*
Principal place of business: [*insert]*
Power of attorney of signatory of Bid: [*attach]*

1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified **in the BDS**: [*insert]*

1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below.

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer to GCC Clause 4.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			

(b)

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 3.5.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 4.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

1.11 Statement of compliance with the requirements of ITB 4.2.

1.12 Environmental and Social (ES) performance declaration, if required, and Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration, using the forms included in this Section IV.

1.13 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding document.

2. Joint Ventures

2.1 The information listed in 1.1 - 1.12 above shall be provided for each member of the joint venture (and each subcontractor for the SEA/SH declaration).

2.2 The information in 1.13 above shall be provided for the joint venture.

2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Agreement among all members of the joint venture (and which is legally binding on all members), which shows that

(a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(b) one of the members will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and

(c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

3. Additional Requirements

3.1 Bidders should provide any additional information required **in the BDS**.

Environmental and Social Performance Declaration

[Note to the Employer: Include this form if applicable in accordance with Section III]

[The following table shall be filled in for the Bidder and each member of a Joint Venture]

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's Name: *[insert full name]*
RFB No. and title: *[insert RFB number and title]*
Page *[insert page number]* of *[insert total number]* pages

Environmental and Social Performance Declaration			
☐ **No suspension or termination of contract**: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental or Social (ES) performance, in the past five years. ☐ **Declaration of suspension or termination of contract**: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Social (ES) performance, in the past five years. Details are described below:			
Year	**Suspended or terminated portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and US$ equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for suspension or termination: *[indicate main reason(s) e.g. gender-based violence; sexual exploitation or sexual abuse breaches]*	*[insert amount]*
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for suspension or termination: *[indicate main reason(s)]*	*[insert amount]*
…	…	*[list all applicable contracts]*	…

Performance Security called by an employer(s) for reasons related to ES performance		
Year	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US$ equivalent)
[insert year]	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for calling of performance security: *[indicate main reason(s) e.g. gender-based violence; sexual exploitation, or sexual abuse breaches]*	*[insert amount]*

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

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

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's or Subcontractor's Name: *[insert full name]*
RFB No. and title: *[insert RFB number and title]*
Page *[insert page number]* of *[insert total number]* pages

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

Schedule Forms

*[The Bidder shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Activity Schedules** shall coincide with the List of Non-Consulting Services specified in the Employer's Requirements.]*

Activity Schedule

Currencies in accordance with ITB 16

Date: _____
RFB No: _____
Alternative No: _____
Page N° _____ of _____

1	2	3	4	5	6	7
Service N°	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
[insert number of the Service]	*[insert name of Services]*		*[insert delivery date at place of final destination per Service]*	*[insert number of units]*	*[insert unit price per unit]*	*[insert total price per unit]*
				Total Bid Price		

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Method Statement

*[**Note to the Employer**: Include the following if applicable in accordance with the Bid Data Sheet 12.1 (i); modify as appropriate]*

The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 12.1 (i) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Service Provider, and its Subcontractors.

In developing these strategies and plans, the Bidder shall have regard to the ES provisions of the contract including those as may be more fully described in the Employer's Requirements in Section VII.]

Code of Conduct for Service Provider's Personnel Form (ES)

CODE OF CONDUCT FOR SERVICE PROVIDER's PERSONNEL

***Note to the Employer**:*

***The following minimum requirements shall not be modified**. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.*

Delete this Box prior to issuance of the bidding documents.

Note to the Bidder:

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

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

We are the Service Provider, [*enter name of Service Provider*]. We have signed a contract with [*enter name of Employer*] for [*enter description of the Services*]. The Services will be carried out at [*enter the locations in the Employer's country where the Services are required, as applicable]*. Our contract requires us to implement measures to address *environmental and social risks* [***Note to Employer**: depending on the nature of the contract and assessed risks, this may be replaced with social risks*], related to the Services.

This Code of Conduct is part of our measures to deal with environmental and social risks *[**Note to Employer**: depending on the nature of the contract and assessed risks, this may be replaced with social risks]* related to the Services.

All personnel that we utilize in the execution of the Services, including the staff, labor and other employees of us and each Subcontractor, and any other personnel assisting us in the execution of the Services, are referred to as Service Provider's Personnel.

This Code of Conduct identifies the behavior that we require from the Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided.

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

REQUIRED CONDUCT

Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Service Provider's Personnel and any other person;
3. maintain a safe working environment including by:
    a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
    b. wearing required personal protective equipment;
    c. using appropriate measures relating to chemical, physical and biological substances and agents; and
    d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Service Provider's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse, and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of applicable grievance mechanism for Service Provider's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

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

1. Contact [*enter name of the individual, with relevant experience, designated by the Service provider to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Service Provider's hotline *(if any)* and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.
There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by the Service Provider's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR SERVICE PROVIDER's PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Service Provider's contact person(s) with relevant experience*] requesting an explanation.

Name of Service Provider's Personnel: [insert name] Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Service Provider:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting SEA and behaviors constituting SH

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors.

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- A Service Provider's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Service Provider's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Service Provider's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Service Provider's Personnel denies a person access to the locations where the Services are executed unless he/she performs a sexual favor.
- A Service Provider's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

- A Service Provider's Personnel comment on the appearance of another Service Provider's Personnel (either positive or negative) and sexual desirability.
- When a Service Provider's Personnel complains about comments made by another Service Provider's Personnel on his/her appearance, the other Service Provider's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Service Provider's Personnel or Employer's Personnel by another Service Provider's Personnel.
- A Service Provider's Personnel tells another Service Provider's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Work Plan

Others - Time Schedule

(to be used by Bidder when alternative Time for Completion is invited in ITB 14.2)

Form of Bid Security
(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Employer to insert its name and address]*

RFB No.: *[Employer to insert reference number for the Request for Bids]*

Alternative No.*: [Insert identification No if this is a Bid for an alternative]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ _ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Bidder's Letter of Bid, or any extended date provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful

Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

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

_____

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

Form of Bid Security (NOT APPLICABLE)

Form of Bid-Securing Declaration (NOT APPLICABLE)

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

In reference to ITB 4.8, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8 (a) ***NONE***

Under ITB 4.8 (b) ***NONE***

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (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, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

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

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

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

contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[3] 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 Bank.

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

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

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

Part II – Employer's Requirement

Section VII - Activity Schedule

SECTION VII: ACTIVITY SCHEDULE

The Contractor shall execute all software development, system integration, data migration, security hardening, testing, deployment, training, and support services required for the Automation of Services Provided by the Office of the Attorney General including Marriage Registration. The work is structured into the following distinct operational activity milestones:

The Activity Schedule below is indicative and shall be read together with Sections 11 (Implementation Programme) and 12 (Deliverables, Milestones, Acceptance and Payment) of the Terms of Reference. Where there is any difference, the Terms of Reference shall prevail.

Detailed Activity Schedule

Activity Item	Milestone / Service Module	Description & Scope of Works	Target Completion Timeline
1	**Inception & System Requirements Specification (SRS)**	Conduct stakeholder workshops, finalize system architecture, security models, data protection impact assessments (DPIA), and obtain formal approval of the SRS.	Weeks 1 – 4
2	**Core Marriage & Special Services Software Development**	Build digital workflows for Notice of Marriage, objection handling, solemnization scheduling, certification, registrar approvals, divorce decrees, licensed ministers, and adoption processing.	Weeks 5 – 16
3	**External System Integrations & APIs**	Implement and test secure API gateways and interoperability connectors with eCitizen SSO, Government Paybill 222222, IPRS (Civil Registry), Judiciary systems, the OAG Legal Case Management System (LCMS), and Registrar of Societies.	Weeks 12 – 22
4	**Data Migration**	Execute extraction, cleaning, transformation, and migration of approved eCitizen and other electronic records (excluding digitisation of paper records), achieving the mandatory $\geq 99.95\%$ data migration accuracy threshold.	Weeks 16 – 24
5	**Security Hardening, VAPT & Deployment at Konza**	Deploy and configure the Solution in the Government-provided environment at Konza National Data Centre, enforce Role-Based Access Control (RBAC) and Multi-Factor Authentication (MFA), execute pre-commissioning VAPT, and remediate all critical/high vulnerabilities.	Weeks 20 – 26

06	**UAT, User Training & Go-Live Commissioning**	Conduct User Acceptance Testing (UAT), load testing (≥ 500 concurrent active user transactions), administrative and end-user training, change management, and official system Go-Live.	Weeks 25 – 28
7	**Post-Go-Live Support & Warranty**	Provide operational maintenance, system tuning, performance monitoring, and support for 24 months from go-live and warranty for 24 months from final acceptance (TOR §13) to maintain ≥99.9% system uptime.	24 months from go-live (support); 24 months from final acceptance (warranty)



TERMS OF REFERENCE
FOR THE AUTOMATION OF SERVICES PROVIDED BY THE OFFICE OF THE ATTORNEY GENERAL INCLUDING MARRIAGE REGISTRATION

Including Registrar of Adoption Services, Customary Marriage, Divorce Case Management, Objection Management and Ministers of Faith Registration, Licensing and Marriage Celebrant Management

ABBREVIATIONS AND DEFINITIONS

Abbreviations

Term / Acronym	Definition
API	Application Programming Interface; a documented mechanism through which systems exchange data or invoke services.
API Gateway	The controlled integration layer used to authenticate, route, secure, monitor and manage system interfaces.
BI	Business Intelligence; governed reporting, analytics and dashboard capabilities used for operational, management and executive decision-making.
Business Rules Engine	A configurable component used to implement, version and apply legal, operational, fee and validation rules without unnecessary source-code changes.
Celebrant	A person lawfully authorized to solemnize a marriage, including an authorized minister of faith or other marriage officer.
Client	Information and Communication Authority acting on behalf of the Office of the Attorney General
Configuration Catalogue	The approved register of fees, forms, workflows, roles, templates, reference values and other parameters that may be changed through controlled configuration.
Court Decree	A court-issued decree, order or other legally effective instrument concerning divorce, annulment or dissolution of a marriage.
Divorce Master Database	The authoritative OAG repository for approved divorce, annulment and dissolution records, linked to the corresponding marriage record where applicable.
DPIA	Data Protection Impact Assessment conducted in accordance with the Data Protection Act, 2019 and applicable regulations.
eCitizen	The Government of Kenya digital services platform used for citizen access, authentication, service initiation and related digital-government functions.
eCitizen SSO	The eCitizen Single Sign-On service through which public users authenticate and access the system without creating a separate public account.
EDRMS	Electronic Document and Records Management System; the authoritative repository for digitized and born-digital marriage and divorce documents and records, including their metadata, classification, retention, access controls and audit history.
Government Paybill 222222	The Government payment collection channel through which statutory fees and other approved charges shall be paid and reconciled.
IPRS	Integrated Population Registration System used for approved identity-verification services.
LCMS	Legal Case Management System; the OAG system used to register, assign, track and manage litigation and other legal cases in court. It remains the authoritative system for litigation management and integrates with the Marriage System for cases arising from Registrar of Marriages services or decisions.
Marriage Master Database	The authoritative OAG repository for marriage records, certificate details, status, endorsements and related statutory information.

Marriage Officer	A person authorized under applicable law to solemnize or perform marriage-related statutory functions.
Minister of Faith	A person affiliated with or authorized by a registered religious society and applying for, or holding, authority to solemnize marriages.
Mobile Application	The secure mobile solution for approved field and official users, including controlled offline capture, synchronization, document capture and QR-code verification.
NGAO	National Government Administration Officers, including Chiefs, Assistant Chiefs and other authorized administrative officers involved in verification or statutory processes.
OAG	Office of the Attorney General.
ODPC	Office of the Data Protection Commissioner.
Offence Prevention	System controls that block, warn, refer, escalate or record transactions that may contravene applicable marriage law or approved operational rules.
Public User	A citizen or other authorized external applicant accessing marriage services through eCitizen.
Registrar	The Registrar of Marriages or an officer lawfully acting under delegated authority.
Registrar of Societies	The authoritative Government source for religious society registration status, constitution, registered objects and related society information.
Religious Society	A society registered by the Registrar of Societies whose status, objects and authority are validated for purposes of minister licensing and marriage solemnization.
RPO	Recovery Point Objective; the maximum acceptable period of data loss following a service disruption.
RTO	Recovery Time Objective; the maximum targeted period within which a disrupted service shall be restored.
SRS	Software Requirements Specification approved by OAG as the detailed functional and non-functional baseline for implementation.
SSO	Single Sign-On; an authentication arrangement that enables a user to access approved services using one trusted identity session.
UAT	User Acceptance Testing performed by or on behalf of OAG to confirm that the solution satisfies approved requirements and workflows.
Vendor	The successful bidder contracted to design, develop, configure, integrate, migrate, test, deploy, support or maintain the solution.
WCAG	Web Content Accessibility Guidelines, at the version and conformance level specified in this TOR or approved during implementation.
Workflow Engine	A configurable component used to execute and monitor approved process steps, approvals, timelines, exceptions and escalations.

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1. BACKGROUND AND CONTEXT

The Office of the Attorney General (OAG), intends to digitalize the marriage and family-status life event which includes registering a marriage, obtaining a certificate or certified copy, verifying a certificate or marital status, recording a customary marriage, resolving an objection, and ensuring that subsequent divorce information correctly updates the marriage record. The solution shall digitalize and integrate the statutory and operational services administered by the Registrar of Marriages and shall also include a dedicated Registrar of Adoption Services module for registration of adoption orders, maintenance of the Adopted Children Register, issuance and re-issuance of Certificates of Entry in the Adopted Children Register, and certificate verification. To ensure scalability beyond this life event, the procurement should take the opportunity to establish reusable capabilities where possible.

The project shall replace fragmented and manual processing with secure, integrated and auditable digital services. For marriage services, it shall cover all legally recognized marriage types, notices, objections, solemnization, registration, certificates, divorce-related updates, minister-of-faith licensing and related compliance controls. For adoption services, it shall provide end-to-end electronic application, document submission, counsel review, clarification, approval, payment, register entry, certificate preparation, Registrar General approval and signing, notification, printing, verification and re-issuance workflows based on the Client-approved operating procedures.

The solution shall integrate with a single, user-centered platform for citizens and provide authorized OAG users, marriage officers, State Counsel, Registrar of Adoption Services officers, ministers of faith, legal practitioners, records personnel, administrators, NGAO officers and other approved institutional users. It shall preserve authoritative records, provide complete auditability, support standards-based integration with Government digital services, and enable consistent service delivery across all forty-seven (47) counties of Kenya.

1.1 Service channel

The Client is not procuring a new citizen-facing digital platform. Citizens already access marriage services through eCitizen and shall continue to do so. The Contractor shall not build a parallel citizen portal and shall not require a citizen to create a separate account for marriage services. Where a change to the eCitizen presentation layer is required to support a workflow under this contract, the

Contractor shall specify the change and the Client shall pursue it with the eCitizen operator. The Client shall secure the eCitizen operator's agreement to the inbound and outbound interfaces described below before the start of Phase 5, and this shall be recorded as a Client dependency in the Integration Dependency Register.

What this contract delivers is the automated back end behind that front end, and the connection between the two. At present an application submitted on eCitizen arrives at the Client as a notification to be worked manually: an officer re-enters details, checks documents by eye, consults a register, and issues a certificate outside the system. The front end is digital; the service behind it is not. This contract replaces that manual back end with an automated one and binds the two together so that a submission on eCitizen initiates processing automatically, without an officer re-keying anything and without any step leaving the system.

The Contractor shall therefore implement a two-way integration contract with eCitizen covering the following. Each element shall be specified in an interface control document approved during the Software Requirements Specification stage.

Direction	What shall flow
Inbound, eCitizen to the Solution	Authenticated citizen identity and verified identity claims through eCitizen Single Sign-On; the submitted application and all captured field data in structured, machine-readable form; uploaded supporting documents with their metadata; the service and marriage type selected; and payment initiation and confirmation events. Data shall arrive structured and shall not require re-entry, transcription or manual download and upload by an officer.
Outbound, the Solution to eCitizen	Acknowledgement and application reference on receipt; current application status at each workflow transition; requests for clarification or additional documents, with the specific deficiency stated; fee assessments and payment instructions; statutory notice and objection information where the applicant is entitled to it; the decision; and the issued certificate, certified copy or license together with its verification reference, made available to the applicant through the same channel on which the application was made.
Both directions	Transaction identifiers that allow an application to be traced end to end across both systems; delivery confirmation and retry for each message; and reconciliation so that no submission, payment or issued document exists in one system without a matching record in the other.

Where the Solution cannot complete a step automatically, the outbound flow shall tell the applicant what is required and what happens next. Silence on the citizen channel while an application sits in an internal queue shall be treated as a defect.

1.2 Relationship to the historical records digitization programme

Digitization of historical paper records is not within the scope of this contract. Scanning, optical character recognition, bulk indexing and the physical handling of paper registers are delivered under a separate Government programme. This contract does not duplicate that work and shall not be priced for it.

The Solution shall, however, be able to use the output of that programme. The Contractor shall agree with the Client and the EDRMS implementer the minimum metadata set and identifiers required to associate a digitized document with the corresponding structured record in the Marriage Master Database or Divorce Master Database and shall implement a controlled process for linking records progressively as digitisation proceeds.

Completion of the digitisation programme shall not be a precondition for go-live. Records already digitized at the time of go-live shall be searchable and retrievable through the Solution. Records digitized later shall be linked through the same controlled process without further development.

Relationship to the Electronic Document and Records Management System

The EDRMS is the Government system of record for documents. The Marriage Master Database and Divorce Master Database are the systems of record for structured marriage and divorce data. The two are deliberately separated: the registry holds the legally operative facts about a marriage, while the EDRMS holds the underlying documents, applies the statutory retention schedule and preserves authenticity and chain of custody.

The purpose of the linkage required by this Terms of Reference is therefore practical and specific. It allows an officer handling a marriage record to retrieve the supporting document without leaving the registry; it allows a document to be located from the record and a record to be located from the document; it prevents a second, uncontrolled document store from being created inside the registry; and it ensures that retention and disposal are applied once, in the EDRMS, rather than separately in each system.

The Solution shall not replicate EDRMS functionality, shall not become an alternative document repository, and shall not depend on a particular EDRMS product or supplier.

Where the EDRMS is not available in production at go-live, the Contractor shall provide an interim, access-controlled document store within the approved hosting environment, approved by OAG, with complete metadata and audit trail, and shall migrate its contents into the EDRMS without loss once the EDRMS is available. The interim store shall not be used once that migration is accepted.

1.3 Hosting

Infrastructure is provided and paid for by Government. The Solution shall be hosted at Konza National Data Centre. The facility, the underlying compute, storage, network and data-centre services are procured and paid for directly by Government and shall not be priced by the bidder.

The Contractor shall be responsible for specifying the resources required, deploying and configuring the Solution in the environment provided, administering the application and database layers, and supporting the Solution for the contracted period. Bidders shall state the compute, storage, backup and network capacity the Solution requires so that Government can provision it. Any software license, subscription or third-party service that the Solution itself requires shall be included in the bid price.

The Client retains the right to relocate the Solution to another Government-approved data centre, cloud or hybrid environment. The Solution shall therefore be portable and infrastructure-agnostic, and the Contractor shall deliver the deployment automation, configuration and documentation required to effect such a move without redevelopment.

1.4 What service automation means in this contract

This contract procures the automation of a service, not the supply of a records system. A system that stores marriage records accurately but still requires an officer to read each application, decide it by hand and produce the certificate separately would satisfy a records specification and fail this one. The test applied throughout this Terms of Reference is whether the work the service requires is performed by the Solution rather than by a person.

Automation is used here in a specific sense, comprising the following.

- **Automated intake.** An application submitted on eCitizen enters the Solution as structured data and begins processing without an officer opening, transcribing or re-registering it.
- **Automated checking.** Completeness, validity, eligibility, identity, payment, document type and statutory conditions are evaluated by the Solution against configured rules, not read and judged by an officer.
- **Automated decision where the rule is determinative.** Where the applicable rule produces only one lawful outcome on the facts presented, the Solution shall apply it. Officer decisions shall be reserved for matters requiring judgement, discretion or statutory authority.
- **Automated routing.** Work requiring a person shall be allocated by the Solution to the correct role, station and officer under configured rules, with escalation on inactivity. Allocation shall not depend on an officer choosing what to pick up.
- **Automated output.** Certificates, certified copies, licenses, notices, receipts and correspondence shall be generated, numbered, signed and issued by the Solution from the approved record.

- **Automated communication.** The applicant shall be informed of receipt, of each material status change, of anything required from them, and of the outcome, without an officer composing a message.
- **Automation of the whole chain.** The steps above shall connect. An automated step that terminates in a manual handoff — an email, a spreadsheet, a printed form carried to another desk, a re-keying into a second system — has not been automated for the purposes of this contract.

Human decision remains where the law requires it. Automation under this contract does not displace statutory discretion. Where the Marriage Act, 2014 or its subsidiary legislation reserves a decision to the Registrar or another officer, the Solution shall prepare the decision, present the evidence and the rule applied, and record the officer's determination — but shall not make the decision. The requirement is that the officer's time is spent on the judgement rather than on the clerical work surrounding it.

2. PURPOSE, OBJECTIVES AND SOLUTION PRINCIPLES

The project aims to achieve the following objectives:

- Automate the marriage and family-status services end to end, so that an application submitted by a citizen is received, checked, decided where the applicable rule is determinative, and concluded by the issue of a document, without manual re-entry and without the application leaving the system at any point. Officer decision shall be reserved for matters requiring judgement, discretion or statutory authority.
- Connect the eCitizen front end to that automated back end in both directions. Submissions, documents and payment events shall flow inbound as structured data; status, clarification requests, decisions and issued documents shall flow back to the applicant on the same channel. No new citizen-facing platform shall be created and no citizen shall be required to hold a separate account for marriage services.
- Enable a certificate, certified copy or marital-status confirmation to be obtained and verified online, without attendance at an OAG office, including for records digitized under the Government digitization programme.
- Reduce the time taken to retrieve a historical record and issue a certified copy, by linking the registry to documents digitized under that programme and held in the EDRMS.
- Register customary marriages reliably, including marriages contracted before 20 May 2014, with the statutory timelines under the Marriage Act, 2014 and the Marriage (Customary Marriage) Rules, 2017 managed by the system and Chief and Assistant Chief verification

captured through a controlled workflow — so that spouses can evidence marriage for succession and inheritance purposes.

- Ensure that a court decree dissolving a marriage, and the registration of a spouse's death, reliably and traceably update the marriage record, so that marital status held by Government is current.
- Detect and act on inconsistencies by interrogating authoritative Government records -- subsisting marriages, missing or unmatched divorce records, age below the statutory minimum, deceased spouses, unverified celebrant authority -- both at the point of transaction and across records already held, applying the response the approved business rules direct and never treating an unavailable source as confirmation.
- Prevent the statutory offences under the Marriage Act, 2014, throughout the marriage lifecycle, through configurable controls that block, warn, request evidence, refer for Registrar review or alert, with every control invoked and every override recorded. Modernize Minister of Faith licensing through an online process in which society status and celebrant authority are validated automatically, licenses are issued digitally and verifiable online, and authority is confirmed before a marriage transaction is accepted.
- Migrate only approved and relevant historical marriage records from eCitizen, including marriage register data required to establish the Marriage and Divorce Master Databases. During SRS/BPR, the Contractor shall, in consultation with OAG and eCitizen, identify the data to be migrated, synchronized, referenced or excluded, with the final migration scope, mapping and execution subject to OAG approval. No production data shall be migrated, altered or deleted without prior written authorization by OAG. The system shall integrate with the selected EDRMS and maintain reliable links between database records and corresponding documents. eCitizen shall remain primarily for SSO, payment gateway and other approved integrations.

- Develop a centralized portal for managing all marriage types (with specialized workflow for customary marriages as per The Marriage (Customary Marriage) Rules 2017), divorce proceedings, and minister licensing.
- Automate the registration and licensing of Ministers of Faith authorized to solemnize marriages, including application, verification, approval, issuance, renewal and management of licenses.
- Automate Registrar of Adoption Services workflows, including abandoned-child, family, offered and foreign adoption registrations; maintain the Adopted Children Register; generate and verify Certificates of Entry in the Adopted Children Register; and support-controlled certificate re-issuance.

The following capabilities are required in order to achieve those outcomes.

- **Establish the Marriage Master Database and the Divorce Master Database** as the authoritative, synchronised registries for marriage and family-status information held by OAG, with complete audit history, controlled correction and privacy-controlled search and retrieval by authorised personnel.
- **Integrate with other Government entities through the Integrated Government Resource Platform (IGRP).** *A separate integration gateway shall not be built or operated for each Government entity, and bilateral point-to-point interfaces shall not be established where an IGRP interface is available.* Integrations comprise eCitizen, the Government payment platform (Paybill 222222), the Integrated Population Registration System, civil registration for births and deaths, the Registrar of Societies, the Judiciary and court systems, the National Government Administration Officers, and the OAG Legal Case Management System — which remains the authoritative system for litigation management.
- **Integration register and interface contracts: During inception, produce an approved register covering each source or consuming system, owner, purpose, lawful basis, data elements, authoritative-source rule, frequency, API standard, service level, security classification, retention, reconciliation, fallback and exit arrangement. Each interface shall have a versioned Interface Control Document and test environment.**
- Controlled private-sector verification: Where banks, insurers, employers, pension administrators, advocates, licensed celebrants or other authorized relying parties require verification, provide consent- or authority-based verification services that return only the minimum confirmation necessary. No bulk access, unrestricted search or onward use shall be permitted.
- Semantic and technical interoperability: Adopt common identifiers, canonical data models, controlled vocabularies, metadata and code sets for persons, marriages, certificates, courts, locations and status events. APIs shall be documented, discoverable, versioned, backward compatible where practicable, idempotent and protected by strong authentication, authorization, throttling, encryption and end-to-end transaction tracing.
- Dependency readiness: Before design approval, validate access approvals, data-sharing agreements, sandbox availability, interface capacity, costs and counterpart readiness. Where a dependency is not ready, submit a time-bound interim arrangement that preserves traceability and can be retired without redevelopment.

- **Integrate with the selected EDRMS** for document and records management, preserving reliable links between each registry record and its corresponding document, without replicating EDRMS functionality or depending on a particular EDRMS product or supplier.
- **Comply fully with the Marriage Act, 2014, the Marriage (Customary Marriage) Rules, 2017, the Data Protection Act, 2019 and other applicable law**, with each statutory requirement traceable to the system control that implements it.
- Implement and operationalize the solution nationally across all forty-seven (47) counties, with capability to support additional service points as OAG expands its offices.

2.1 Solution Design Principles

The solution shall be designed and implemented in accordance with the following principles:

- Digital by Default: Services shall be delivered electronically while preserving approved assisted-service and exception channels.
- Once-Only Data Capture: Information already held by an authoritative Government source shall be reused through approved integration rather than repeatedly requested from users.
- API First and Interoperability by Default: System capabilities and data exchanges shall use documented, standards-based interfaces wherever appropriate.
- Hosting Agnostic and Portable: The solution shall be deployable and transferable across approved Government data-centre, cloud or hybrid environments without material redesign or vendor lock-in.
- Security and Privacy by Design: Security, lawful processing, data minimization, access control, auditability and privacy safeguards shall be embedded throughout the lifecycle.
- Mobile First and Accessible by Design: Public and official services shall support mobile use and comply with the approved accessibility standard.
- Configuration over Customization: Fees, forms, workflows, roles, notifications, reference data and statutory parameters shall be configurable without unnecessary source-code changes.
- Open Standards and Technology Neutrality: The solution shall avoid proprietary dependencies that impair interoperability, portability, sustainability or Government control.
- High Availability and Resilience: The solution shall be designed for continuity, recoverability and controlled degradation during component or integration failure.
- Auditability and Evidence Preservation: Material transactions, decisions, changes, validations and overrides shall be traceable and capable of supporting administrative, legal and audit review.

2.2 Configuration over Customization

The detailed Configuration Catalogue requirements are specified in Annex D. The Contractor shall identify configurable business rules, reference data, templates, fees, workflow parameters and administrative settings during SRS and Solution Design and shall maintain the Catalogue through handover.

The solution shall adopt configuration over customization wherever reasonably practicable. The purpose is to enable OAG to administer statutory, operational and service delivery changes without unnecessary source-code modification or vendor dependency.

Authorized administrators shall be able to configure statutory forms, fees, workflow stages, approval hierarchies, business rules, notification templates, certificate templates, reports, dashboards, user roles, access profiles, reference data, service locations and other approved operational parameters.

Where customization is unavoidable, the bidder shall provide written justification demonstrating why the requirement cannot reasonably be achieved through configuration. All approved customizations shall be fully documented, maintainable, upgrade-compatible and transferable to OAG.

Configuration changes shall be version-controlled, effective-dated, auditable, testable in a non-production environment and subject to approved change management procedures before deployment.

2.3 Contractual Status and Use of Annexes

All Annexes to this TOR form an integral part of the requirements and shall be read together with the Main TOR. Where the Main TOR establishes an obligation and an Annex provides the detailed specification, catalogue, workflow, schedule, acceptance criterion or reference information, the Contractor shall comply with both. A requirement is not optional merely because its detailed specification is contained in an Annex. Where an Annex is expressly described as indicative or reference information, it shall guide design, sizing or implementation but shall not override an approved requirement. Any inconsistency identified between the Main TOR and an Annex shall be raised through the requirements-validation and change-control process before implementation; the Contractor shall not resolve such inconsistency unilaterally.

The Main TOR contains the core contractual obligations. The Annexes provide the detailed enterprise architecture and engineering requirements, data-governance requirements, data dictionary and information model, configuration catalogue, solution architecture, service workflows, integration catalogue, records-retention requirements, acceptance criteria, procurement clarifications, transaction volumes and detailed service workflows.

3. LEGAL, REGULATORY AND STANDARDS FRAMEWORK

Law / Regulation / Standard	Purpose	Relevance to Automation
Constitution of Kenya, 2010	Provides the overarching constitutional framework, including protection of privacy, access to information, equality and the right relating to marriage.	System design and operation shall uphold constitutional requirements, particularly privacy, lawful access to information, equality and protection of marriage-related information.
Marriage Act, 2014 (Cap. 150)	Governs marriages in Kenya and establishes the powers and functions of the Registrar, marriage officers,	Primary statutory authority for the system. The solution shall automate statutory marriage registration, licensing, approval, certification, record-keeping and related Registrar functions.

Law / Regulation / Standard	Purpose	Relevance to Automation
	registration requirements and marriage certificates.	
Marriage (General) Rules, 2014	Prescribes forms, notices, applications, certificates, licences, registers and procedures under the Marriage Act.	Defines business rules, forms, validations, approvals, notices, certificates and workflows to be implemented in the system.
Marriage (Customary Marriage) Rules, 2017	Prescribes procedures and requirements for notification and registration of customary marriages.	Supports workflows, forms, validation and registration of customary marriages and maintenance of the relevant records.
Marriage (Muslim Marriage) Rules, 2017	Provides procedures and requirements applicable to Muslim marriages and their registration.	Supports Muslim marriage registration workflows, authorised marriage officers, prescribed records and related statutory processes.
Data Protection Act, 2019 and applicable Regulations	Regulates the lawful processing, protection, security and handling of personal data.	Requires privacy-by-design, lawful processing, data minimisation, role-based access, security controls, auditability, retention controls and protection of data-subject rights.
Kenya Information and Communications Act (KICA), Cap. 411A	Provides the legal framework for electronic transactions, electronic records and electronic signatures.	Supports electronic applications, records, authentication, electronic signatures and issuance or verification of electronic documents and certificates where legally permissible.
Evidence Act, Cap. 80	Provides rules governing admissibility and evidential value of electronic records and other evidence.	Requires integrity, authenticity, traceability, audit trails and appropriate controls so electronic records can support evidential and legal requirements.
Computer Misuse and Cybercrimes Act, 2018 (Cap. 79C)	Provides offences and safeguards relating to unauthorised access, interference with computer systems and cybercrime.	Requires access controls, security monitoring, logging, protection against unauthorised alteration or interference, and appropriate cybersecurity and incident-management controls.
Access to Information Act, 2016	Provides for access to information held by public entities while recognising lawful limitations and protection of exempt information.	Requires controlled retrieval and disclosure of information while protecting personal, confidential and otherwise exempt information.
Access to Information (General) Regulations, 2023	Operationalises access-to-information obligations, including requirements relating to records and information management.	Supports structured electronic records management, retrievability, integrity, traceability, preservation and controlled access to information.
Public Archives and Documentation Service Act, Cap. 19	Provides for preservation, custody, management and disposal of public records and archives.	Guides records retention, preservation, archival transfer, disposal and long-term management of marriage records and related public documents.
Applicable ICT Authority Standards, Government Enterprise Architecture (GEA) and Government Interoperability Framework (GIF)	Establish Government requirements and standards for ICT architecture, interoperability, security, technology and digital service delivery.	Guides solution architecture, API-based integration, interoperability, hosting, cybersecurity, data exchange, technology standards and alignment with Government digital platforms.

Compliance requirement: The Contractor shall ensure that the solution complies with the above framework and any amendments, successor legislation, subsidiary legislation, Government policies and applicable standards in force during implementation and operation of the system.

4. SCOPE OF THE ASSIGNMENT

4.1 Business Process Re-engineering, Requirements Confirmation and Software Requirements Specification

- Identify opportunities for business process re-engineering to optimize digital efficiency.
- Validate and finalize the functional, legal, data, integration, security and operational requirements with designated OAG business and ICT representatives and approved institutional system owners. This activity shall be limited to requirements confirmation necessary for delivery of the Inception Report and Software Requirements Specification.
- Analyze all provisions of the Marriage Act 2014 and The Marriage (Customary Marriage) Rules 2017 for system requirements, with particular attention to offence prevention and compliance requirements.
- Document current (AS-IS) and proposed (TO-BE) workflows for all marriage types, divorce, objection management, and licensing services.

The AS-IS assessment shall separately document: (a) services, applications, payments, attachments, statuses and transaction records currently held or processed through eCitizen; (b) the ongoing Government digitization programme for historical marriage records; (c) the planned EDRMS environment, including the expected document, metadata, security, retention and integration responsibilities, and (d) requirements to integrate with IGRP nd align with Government Enterprise Architecture (GEA) and Government Interoperability Framework (GIF)

- Produce a detailed Software Requirements Specification (SRS) and System Design Document for client review and approval.
- Identify opportunities for business process re-engineering to optimize digital efficiency across all service areas.
- Plan for necessary infrastructure and enabling services to support the system transition.
- Life-event business process re-engineering: Map the end-to-end “marriage and family-status” journey across notice, identity and eligibility checks, solemnization, registration, certificate issuance, divorce or annulment, death of a spouse, adoption-related status changes, correction and verification. The TO-BE design shall define the trigger, authoritative source, responsible institution, decision right, statutory clock, data exchanged, exception path and citizen notification for each event.

- Related life events: Design reusable linkages with birth, death, identity, adoption, change of name, immigration or citizenship, court orders and succession processes. A validated death, divorce, annulment, adoption or correction event shall update or flag the relevant family-status record through an auditable workflow without overwriting history.
- Service blueprint and control matrix: For every service, document actors, channels, hand-offs, business rules, legal basis, required evidence, fees, controls, failure modes, redress routes, service standards and straight-through-processing targets. Remove duplicate approvals, re-keying and paper or email hand-offs unless legally unavoidable.
- Inclusion and assisted service: Define accessible, multilingual and assisted-digital processes for persons with disabilities, low-connectivity users, persons without standard identity credentials and applicants abroad, with equivalent safeguards and no creation of parallel records.
- Process ownership: OAG shall approve named process owners, data owners and exception-resolution roles.

4.1.1 End-to-End User Journeys

The Contractor shall validate, refine and implement the end-to-end service journeys set out in Annex O - End-to-End User Journeys and Service Interaction Maps. The journeys form part of the functional requirements and shall be read together with Sections 5, 6 and 9 and the applicable workflow, integration, data, configuration and acceptance annexes. Each approved journey shall identify the user or actor action, system response, integration or external dependency, authoritative data or record, applicable legal or business rule, and resulting output or status. During the SRS stage, the Contractor shall convert the approved journeys into detailed use cases, workflow models and requirements traceability entries without removing or reducing any requirement of this TOR. The approved journeys shall be traceable through the RTM to the SRS, solution design, test cases, UAT and acceptance evidence. Any inconsistency identified during validation shall be referred to OAG for determination through the approved requirements and change-control process.

4.2 Requirements Traceability Matrix

The Contractor shall establish, maintain and continuously update a Requirements Traceability Matrix (RTM) throughout the project lifecycle. The RTM shall provide end-to-end traceability of all requirements from the Terms of Reference through requirements validation, solution design, development/configuration, testing, User Acceptance Testing (UAT) and final acceptance.

The RTM shall cover all applicable functional, non-functional, statutory and regulatory, security, privacy, data, integration, migration, reporting, infrastructure, interoperability, operational and other contractual requirements.

At a minimum, the RTM shall identify:

- TOR requirement/reference;
- requirement description;
- applicable legal, regulatory or policy reference, where relevant;
- validated SRS requirement/reference;

- applicable business process/workflow or use case;
- solution/design reference;
- developed or configured system component/module;
- applicable integration or external dependency, where relevant;
- test case/reference and test result;
- UAT evidence and status;
- acceptance criterion and evidence;
- requirement status, including any approved exception, change or outstanding action; and
- responsible owner.

Each requirement shall be assigned a unique and persistent identifier to enable traceability across the SRS, design documents, configuration records, test cases, defect records, UAT documentation and acceptance evidence.

The Contractor shall update the RTM whenever a requirement is clarified, changed, added, implemented or tested. No requirement shall be removed, materially altered or marked as not applicable without documented justification and approval through the established OAG change-control process.

The RTM shall be reviewed with OAG at key project stages, including SRS approval, solution-design approval, completion of development/configuration, system and integration testing, UAT, Go-Live readiness and final acceptance.

Prior to Go-Live, the Contractor shall demonstrate through the RTM that all requirements designated as mandatory or critical have been implemented and successfully tested, or that any outstanding item has been formally documented, risk-assessed and approved by OAG.

The final approved RTM shall form part of the project documentation and handover records.

4.3 System Design and Development

- Design linkages to user interfaces for citizens.
- Design intuitive and responsive user interfaces for OAG staff, marriage officers, ministers of faith, legal practitioners, records personnel, administrators and other approved institutional users.
- Develop a scalable and secure data architecture centered on the Marriage Master Database and Divorce Master Database. Objections, compliance alerts and offence-related referrals shall be maintained as governed logical data domains within the approved architecture, rather than as independently prescribed physical databases.
- The solution shall support current versions of major web browsers and responsive access from desktop, tablet and mobile devices. The architecture shall remain portable across approved hosting environments.
- Build the system as a series of integrated modules with a parameter-driven, highly configurable design.
-

National Implementation: The solution shall be implemented for service delivery across all forty-seven (47) counties of Kenya. The contractor shall plan and execute any necessary deployment, verification, training support, rollout or technical activities at OAG service locations nationwide and shall bear its own personnel travel, accommodation, subsistence and related costs. Such costs shall be deemed included in the bid price.

4.4 Data Migration and Integrity

- **Provide detailed data migration strategy including: The migration scope under this contract comprises approved structured data from eCitizen and any other electronic datasets expressly approved by the Client. Scanning, optical character recognition, bulk indexing and digitisation of paper records are excluded**

Electronic Data Migration from eCitizen: During requirements validation, the Contractor shall, in consultation with OAG (with eCitizen team as appropriate), identify and document the data currently held within the eCitizen marriage services environment and determine the approved treatment of each data set, including migration, synchronization, integration, reference or archival. The approved approach shall avoid unnecessary duplication while ensuring that the Marriage System maintains the authoritative structured business data required to execute and manage the Registrar's statutory functions.

Historical Records and EDRMS Dependency. The vendor shall cooperate with OAG and the EDRMS implementer to define metadata mappings, record identifiers, document-linking rules, access controls and interfaces required to associate digitized records in the EDRMS with the corresponding records in the Marriage Master Database and Divorce Master Database.

Record Matching and Reconciliation: The design shall detect and manage duplicates, conflicts and partial matches within eCitizen data and between eCitizen records and approved identifiers or metadata received from the digitization programme or EDRMS, using approved matching rules, exception queues, maker-checker review and signed reconciliation reports.

Source Traceability: Every migrated eCitizen record shall retain its source-system reference, migration batch identifier, migration date, validation status and audit trail. Where a related document exists in the EDRMS, the new system shall retain the approved EDRMS record identifier, document reference and linkage status without replacing the EDRMS as the authoritative document repository.

Migration Scope and Record Disposition: The migration scope under this procurement shall comprise approved structured data from eCitizen and any other electronic datasets expressly approved by OAG. Historical paper-record digitization, scanning, OCR and bulk indexing are excluded. Exceptions in the eCitizen source data shall be classified, reconciled and referred to the designated OAG data owner; no source record shall be excluded, altered or discarded solely at the vendor's discretion.

Migration Acceptance Governance: OAG shall approve the eCitizen source inventory, classification rules, source-to-target mappings, sample-verification methodology, exception-disposition process and final reconciliation. Acceptance shall distinguish record-count completeness, field-level accuracy, financial and workflow reconciliation, source traceability and successful linkage to EDRMS references where such references are available.

- Assessment of current data quality and completeness
- Data cleansing and standardization methodology
- Phased migration approach with rollback capability
- Validation framework with reconciliation reports
- Handling of incomplete/legacy records
- Minimum data accuracy requirement: 99.95%
- Provide data migration dashboard for progress tracking
- Establish reconciliation protocols between migrated marriage and divorce data sets.

4.4.1 Data Migration Acceptance Criteria

Data migration shall not be deemed complete solely because records have been loaded into the target environment. Acceptance shall be based on approved inventories, reconciliation evidence, exception treatment and formal business sign-off.

Verified migration accuracy of at least 99.95%, measured as the proportion of migrated records that pass automated and sample-based validation against the source records, out of all approved records.

There shall be no unexplained loss, truncation or alteration of approved source data. Source-to-target reconciliation shall cover record counts, key fields, documents, statuses, payments, references and relationships.

The vendor shall complete at least one full trial migration and one production-readiness rehearsal before final production migration.

Duplicate, incomplete, damaged, illegible, conflicting and legally uncertain records shall be handled through approved classification, remediation and exception workflows.

Migration acceptance shall require approved reconciliation reports, exception reports, sample-validation results, data-quality reports and formal sign-off by the Registrar of Marriages and designated OAG data owners.

4.5 Testing and Quality Assurance

- Execute a full testing lifecycle including unit, integration, system, and user acceptance testing (UAT).
- Provide a detailed test plan, criteria, reports, and defect logs.

- Mandatory acceptance scenarios: Test end-to-end birth/identity validation, marriage registration, certificate verification, death of spouse, divorce or annulment, adoption order, correction, objection, payment reversal, digital signature, EDRMS retrieval and unmatched-event processing across all participating systems.
- Integration failure testing: Demonstrate idempotency, duplicate prevention, retry, queue recovery, source unavailability, partial response, stale data, interface version change and reconciliation, with no silent loss, double processing or unsupported status change.
- Privacy and security gates: Go-live requires an approved DPIA; closure of all critical and high-risk security findings or a formally accepted remediation plan; verified access-control and segregation-of-duties tests; backup restoration and disaster-recovery tests; log monitoring and incident-response exercise; and evidence of data minimization in public and private-sector verification.
- Resolve bugs according to severity-based service level agreements (SLAs) to be defined in the contract.
- Conduct community testing and validation of the customary marriage module primarily in Nairobi, which provides representation from Kenya's diverse communities. Subject to operational need and approval by OAG, testing may be extended to Kisumu, Mombasa and Kitui to validate regional, cultural, connectivity and urban-rural operating conditions. Testing shall include all statutory forms (CM 1-8), end-to-end workflows and representative users.
- Conduct legal compliance testing to ensure all statutory requirements are met.

4.6 Test Data Management and Protection

The Contractor shall develop and implement a Test Data Management Plan covering all development, integration, system, security, performance, training and User Acceptance Testing (UAT) environments.

Test data shall, wherever practicable, be synthetic, anonymised or appropriately masked. Production personal data, sensitive personal data or confidential records shall not be copied or used in non-production environments unless specifically authorised by OAG and necessary for an approved testing purpose.

Where authorised production-derived data is required for testing, the Contractor shall apply appropriate data minimisation, masking, anonymisation or pseudonymisation controls and ensure that access is restricted to authorised personnel.

The Test Data Management Plan shall define:

- the source and classification of test data;
- methods for generating, masking, anonymising or pseudonymising test data;
- access controls and authorised users;
- segregation of development, testing, UAT and production environments;
- secure transfer and storage of test data;
- test-data retention and secure disposal requirements;

- audit logging and traceability of access to sensitive test data; and
- procedures for handling any test-data security or privacy incident.

Test datasets shall be sufficiently representative to validate normal transactions, statutory rules, integrations, workflow approvals, exception scenarios, security controls, performance requirements and applicable service variations without unnecessarily exposing personal or confidential information.

The Contractor shall ensure that test accounts, test records, test credentials and test transactions are not transferred into the production environment, except where specifically approved as part of controlled deployment or migration activities.

Compliance with the approved Test Data Management Plan shall form part of the testing and UAT acceptance requirements.

4.7 Training and Knowledge Transfer

- Develop and deliver comprehensive training programs for end-users and system administrators across all modules, with specialized training for customary marriage processes, objection handling, and offence prevention.
- Implement a "train-the-trainer" model to ensure sustainable internal capacity.
- Train minimum 7 OAG staff as system administrators.
- Provide complete user manuals and technical documentation in both English and Swahili.
- Develop role-appropriate training materials for marriage officers, Chiefs and other NGAO representatives, records personnel and other approved users in English and Kiswahili. Additional local-language materials may be developed for approved pilot locations and priority user groups based on a documented needs assessment approved by OAG.

4.8 Documentation and Handover

- Deliver all implementation documentation, including the inception report, approved business process re-engineering, SRS, architecture and design documents, migration strategy, test plans and reports, training materials, operating manuals, handover records and certificates of completion.
- Source code documentation meeting industry standards.
- Complete system architecture and integration documentation.
- Legal compliance matrix documenting how each statutory requirement is addressed.

Implementation Evidence and Strategy Documentation: Every implementation step, milestone, configuration, migration, integration, test, training, rollout and handover activity completed by the contractor shall be supported by written evidence in an OAG/ICT Authority-approved format. Any strategy, methodology, plan or procedure intended to achieve an implementation step shall be

documented and approved before execution where approval is required. Verbal completion claims or undocumented implementation activities shall not constitute acceptable evidence of delivery.

4.9 Cutover, Go-Live and Stabilization

The vendor shall prepare and obtain OAG approval for a detailed Cutover Strategy, Go-Live Plan, Rollback Plan, Production Readiness Checklist, Business Continuity Plan, Hypercare Plan and Stabilization Plan.

The cutover plan shall define activities, dependencies, responsible persons, decision points, data-freeze arrangements, final migration, integration activation, user communications, contingency procedures and evidence required for go-live authorization.

Go-live shall not proceed until all critical readiness conditions have been satisfied and written authorization has been issued by the Contract Implementation Team / Project Management Team or other designated approval authority.

The rollback plan shall identify objective rollback triggers, restoration steps, data-reconciliation procedures and the maximum permitted decision window.

The vendor shall provide an intensive hypercare period after go-live, followed by a documented stabilization period during which defects, performance issues, user-support trends and data-quality exceptions are actively monitored and resolved.

4.10 Contract Scope and Delivery Responsibility

The assignment shall be procured as a **single integrated end-to-end implementation package** covering the design, development/configuration, integration, data migration, testing, deployment, training, commissioning, warranty, maintenance and post-go-live support of the Automated Registrar of Marriages System, including the Registrar of Adoption Services and all other modules and services specified in this TOR.

The Contractor shall assume overall responsibility for the successful delivery and integration of all components within the contracted scope, including:

- requirements validation and preparation of the SRS and related project artefacts;
- business process validation and solution design;
- software development, configuration and customization;
- development and implementation of all required modules and workflows;
- API development and integration with approved Government and OAG systems;
- migration, validation and reconciliation of applicable existing electronic data;
- configuration of forms, certificates, licences, workflows, fees, notifications, dashboards, reports and reference data;
- system, integration, performance, security and other required testing;
- support for VAPT, remediation and security acceptance;

- deployment and configuration within the approved hosting environment;
- training, knowledge transfer and change-support activities specified in the TOR;
- pilot implementation, production rollout, go-live and stabilization;
- preparation and handover of source code, configuration, documentation and other contractual technical artefacts;
- warranty, maintenance and post-go-live technical support; and
- exit management and transition obligations.

The Contractor shall be responsible for the **end-to-end technical coordination and interoperability of the Solution** and shall not treat individual modules, interfaces, integrations or technical components specified in the TOR as separate assignments requiring additional procurement or additional payment, except where an approved change is determined to be outside the contracted scope in accordance with the Change Control provisions.

Where delivery depends on ICT Authority, OAG or an external Government institution providing access, approvals, credentials, infrastructure or other dependencies, such dependency shall be managed through the approved project governance arrangements and **Integration Dependency Register**. An external dependency shall not, by itself, remove the applicable integration or deliverable from the Contractor's scope.

Any third-party software, tools, licences, subscriptions or services required by the Contractor to deliver the contracted Solution shall be **identified and disclosed in the Bid**, together with the applicable ownership, licensing, cost and renewal arrangements. No undisclosed third-party dependency shall subsequently create an additional financial obligation for ICT Authority or OAG.

The Bidder shall therefore submit a **complete technical and financial proposal for the entire package**, including all resources and activities necessary to deliver the Solution in accordance with the TOR and Contract.

5. FUNCTIONAL REQUIREMENTS

5.1 Service Automation, Straight-Through Processing and Workflow Management

This section applies to every service delivered under this contract. Where a later section describes a service-specific workflow, it shall be implemented in accordance with the automation requirements stated here.

5.1.1 Automated Intake

- Receive an application submitted on eCitizen as structured data through the inbound interface at Section 1.1, and create the corresponding case in the Solution automatically on receipt, without officer action.

- Receive uploaded supporting documents with their metadata, lodge them in the EDRMS under Section 1.2, and associate them with the case automatically.
- Acknowledge receipt to the applicant through the outbound interface, with an application reference, immediately on successful intake.
- Reject nothing silently. Where intake fails for a technical reason, the Solution shall retry, raise an exception to the designated administrator, and inform the applicant that the submission has not been accepted.

5.1.2 Automated Checking and Validation

- Evaluate completeness against the configured checklist for the service and marriage type, and identify each specific deficiency rather than returning a general failure.
- Verify identity attributes against IPRS or other authoritative sources, and verify the eCitizen identity claims, without officer intervention.
- Verify that the prescribed fee has been assessed and paid, and reconcile the payment confirmation to the case automatically.
- Evaluate the statutory eligibility and offence-prevention rules at Section 5.9.1, including the subsisting-marriage check, at the point in the workflow at which each rule applies.
- Validate supporting documents for type, legibility where technically feasible, and the presence of required metadata, and confirm the validity of any certificate, licence or decree reference presented.
- Where the celebrant, society, court, decree, adoption order or other external fact can be verified through an integration, verify it rather than asking an officer to confirm it by inspection.

5.1.3 Automated Decision, Routing and Exception Handling

- Conclude the case automatically where all configured checks pass and the applicable rule admits of only one lawful outcome, and proceed directly to output under Section 4.1.4.
- Route to an officer only where the matter requires judgement, discretion or statutory authority, where a check has failed, or where the configured rule expressly requires human confirmation. The Solution shall present to the officer the facts, the rule applied and the reason the matter was routed, so that the officer decides rather than re-investigates.
- Allocate routed work automatically by role, station, county, workload and configured priority, and escalate on inactivity against the configured threshold. Allocation shall not depend on an officer selecting work from a queue, and no case shall be capable of remaining unallocated.
- Manage every statutory clock automatically, including the notice periods and determination and appeal windows at Section 5.10, with automatic calculation of due dates, reminders before expiry, and escalation on breach.
- Route a failed check to a named exception queue with the specific deficiency recorded, and, where the deficiency is one the applicant can cure, request the correction from the applicant through the outbound interface and resume processing automatically on receipt.
- Record against every case, for each decision point, whether the outcome was determined by the Solution or by an officer, which rule version was applied, and the reason for any manual intervention. This record is the basis of the straight-through processing measurement.

5.1.4 Automated Output and Communication

- Generate, number, digitally sign and issue the certificate, certified copy, licence, notice, receipt or other statutory output automatically from the approved record, and make it available to the applicant through the outbound interface at Section 1.1.

- Publish each material status change to the applicant automatically, and issue the acknowledgements, clarification requests, fee assessments, reminders, decisions and alerts at Section 4.11 without an officer composing them.
- Update the Marriage Master Database, the Divorce Master Database and the relevant registers automatically on conclusion, and make the issued output immediately available to the verification service at Section 4.6.

5.1.5 Limits on Manual Processing

- No workflow shall require an officer to re-enter data already captured on eCitizen or obtained from an authoritative Government source.
- No workflow shall depend on transfer of a case, document or instruction by email, spreadsheet, printed form, telephone or verbal handover between officers or between the Solution and any other system.
- Where a manual step is unavoidable for a legal or operational reason, the bidder shall identify it in its technical proposal, state the reason, and state what would be required to remove it.
- The Contractor shall state in its technical proposal the straight-through processing rate it undertakes to achieve for each service. The undertaken rates shall be confirmed during inception and shall become acceptance criteria under Annex J.

5.1.6 General Workflow Management

- Support initiation, draft, submission, validation, review, clarification, approval or rejection, statutory processing, completion and closure of every service, with configurable work queues, maker-checker controls and complete audit history.
- Provide pending-task views, ageing and overdue-work monitoring, workload visibility and duplicate detection.
- Maintain party profiles and verify approved identity attributes through eCitizen, IPRS or other authoritative Government sources, while preventing duplicate or conflicting identity records.
- Allow an authorised officer to intervene in an automated case where lawfully required, with the intervention, the reason and the officer recorded.

5.2 Comprehensive Marriage Registration Module

5.2.1 Customary Marriage Module (Kenya Marriage Act 2014 and Customary Marriage Rules 2017 Compliant)

- **Cultural Parameter Configuration: Configurable fields for legally relevant customary requirements, including approved ceremony details, customary rites and supporting declarations.**
- **Dual Timeline Management:** Implementation of both 3-month notification period (Section 44) and 6-month registration application period (Section 55).
- **Fourteen-Day Public Notice Display:** Digital mechanism for displaying marriage notices publicly for 14 days as required by Rule 3(2).

- *Statutory Forms Implementation: The solution shall implement all approved statutory customary-marriage forms and associated workflows. Detailed field, layout and legal requirements are specified in the Legal Compliance Matrix and statutory-forms annex.*
- **Polygamy Management:** Tracking of multiple customary marriages per individual with previous marriage history.
- **Witness Management:** Digital capture of witness details with ID verification (minimum 2 witnesses with ID copies) and competency validation per Section 5.
- **Conversion Tracking:** Management of conversions from customary to other marriage forms as per Section 8 with declaration recording and certificate exchange.
- **Integration with NGAOs:** Interface for Assistant Chiefs, Chiefs, and County Commissioners for verification and statutory declarations, especially for Form CM 8 requirements.
- **Customary Marriage Certificate:** Generation of certificates compliant with Form CM 4 requirements including polygamy indication.
- **Offline Data Collection:** Capability for areas with poor connectivity.

5.2.2 Civil Marriage Module

- **Notice Period Management:** 21-day to 3-month notice requirement implementation (Section 25).
- **Objection Workflow:** Complete objection filing, determination (7-day maximum), and appeal management (Section 27-29).
- **Certificate of No Impediment:** Issuance for domestic and international marriages (Sections 32, 36).
- **Foreign Marriage Processing:** Embassy/consulate marriage management (Sections 37-39).

5.2.3 Christian Marriage Module

- **Church Notice Requirements:** Implementation of church-specific notice posting.
- **Objection Management:** Church-based objection handling with 7-day determination (Section 19-20).
- **Minister Licensing Integration:** Validation of licensed church ministers.
- **Foreign Recognition:** Processing of foreign Christian marriages (Section 22).

5.2.4 Hindu Marriage Module

- **Authorized Person Management:** Tracking of Registrar-authorized Hindu marriage officiants (Section 47).
- **Ritual Compliance:** Recording of declarations on Hindu religious ritual requirements for Registrar review.

- **Conversion Tracking:** Management of religious conversion implications (Section 70).

5.2.5 Islamic Marriage Module

- **Kadhi/Sheikh/Imam Authorization:** Management of Islamic marriage officiants (Section 49).
- **Islamic Law Compliance:** Special handling for Islamic law inconsistencies (Section 49(3)).
- **Foreign Islamic Marriages:** Recognition and processing.

5.3 Divorce Case Management Module

- **Court Decree Integration:** Mandatory integration with court systems for automatic decree delivery (Section 60).
- **Customary Divorce Tracking: Special workflow for recording legally required customary dissolution, mediation or supporting evidence, subject to Registrar review and applicable law.**
- **Grounds-Based Processing:** Different divorce grounds by marriage type (Sections 65, 66, 69, 70).
- **Foreign Decree Processing:** Registration of foreign annulments and divorces with translation requirements (Section 61).
- **Case Initiation:** Online submission of divorce petitions with integration to e-filing systems where applicable.
- Case Tracking: Status updates shall be published immediately after successful workflow transactions and made available to authorized petitioners, respondents and legal representatives.
- *Marriage Record Synchronization:*
    - **Automatic Status Update:** Once a divorce decree is absolute and finalized through judicial processes, the system must automatically update the corresponding marriage record status from "Active" to "Dissolved."
    - **Cross-Referencing:** Each divorce record must maintain a direct link to the original marriage record, and vice versa.
    - **Alert System:** Notify relevant authorities when a divorce case is initiated against an active marriage record.
    - **Validation:** Prevent issuance of new marriage certificates to individuals whose marital status is "Pending Divorce" or "Divorced" without proper legal clearance.
- **Register Endorsement:** Automatic endorsement of marriage registers with dissolution details (Section 62).
- Document and Records Management: Divorce petitions, responses, decrees, settlement agreements and other managed records shall be stored and governed in the EDRMS. The Divorce

Master Database shall retain the approved EDRMS references and operational metadata needed to retrieve and associate those records with the relevant case and marriage record.

- **Subject Access Request Functionality:** For data protection compliance.

5.4 Ministers of Faith Registration, Licensing and Marriage Celebrant Management Module

- **Central Register:** The system shall maintain a complete and searchable register of all ministers of faith and other religious marriage celebrants who are authorized, licensed, suspended, reinstated, cancelled, expired or otherwise restricted from solemnizing marriages.
- **Online Applications:** The system shall provide an online portal for first-time applications, renewals, amendments, replacement licences, reinstatement requests and other approved licensing transactions.
- **Applicant Profile:** Each minister record shall capture, at minimum, the full name, national identity or passport number, eCitizen identifier, contact details, passport photograph, religious society, denomination, diocese or region, church or assembly, county, appointment details, licence number, issue date, expiry date and current licence status.
- **Supporting Documents:** The system shall support secure upload, validation and retention of required documents, including national identity documents, passport photographs, appointment or recommendation letters, ordination certificates where applicable, authorization from the head of the religious organization and any other documents prescribed by the Registrar.
- **Registrar of Societies Validation:** Through integration with the Registrar of Societies database, the system shall verify that the religious society named in the application is duly registered and active; confirm the minister's affiliation, nomination, appointment or authorization by that society; and confirm that the society's registered constitution, objects or mandate includes the solemnization or conduct of marriages. A mismatch, inactive society, missing authority, unavailable record or inconclusive result shall be referred to an authorized Registrar for manual review and shall not be automatically approved.
- **Application Workflow:** The module shall provide a configurable workflow for submission, completeness checks, payment, validation, review, clarification, approval, rejection, appeal or review, issuance and closure, with full audit trails and segregation of duties.
- **Payments:** All applicable licensing fees shall be assessed and collected through the Government Paybill Number 222222 platform, with payment initiation, confirmation, receipting, reversals, exception handling and daily reconciliation.
- **Digital Licence Issuance:** Approved licences shall be digitally issued and made available for download. Each licence shall carry a unique licence number, digital signature or equivalent authenticity control, QR code and secure online verification reference.

- **Licence Lifecycle Management:** The system shall manage issuance, renewal, expiry, suspension, reinstatement, cancellation, revocation, replacement and temporary restriction of licences, including effective dates, reasons, authorizing officer, supporting evidence and complete status history.
- **Automatic Status Controls:** A licence shall automatically become inactive upon expiry, suspension, cancellation or revocation. Renewal reminders and expiry alerts shall be issued to the minister, the religious society and authorized Registrar staff within configurable notice periods.
- **Marriage Transaction Validation:** Before a minister is permitted to submit, solemnize or support registration of a marriage, the system shall verify that the minister's licence was active on the date of solemnization, that the minister was not suspended or restricted, that the minister was affiliated with the stated religious society, and that the society was authorized under its registered objects to conduct marriages. Failed checks shall block the transaction or route it for authorized exception review according to approved business rules.
- **Marriage Activity Record:** The minister profile shall maintain an auditable record of marriages solemnized, marriage certificate or registration references, dates and places of solemnization, associated religious society and any corrections or cancellations.
- **Compliance and Conduct Management:** The system shall record complaints, investigations, warnings, sanctions, suspensions, restrictions, reinstatements and cancellations affecting a minister, while applying appropriate access controls to sensitive information.
- **Public Verification Service:** The system shall provide a privacy-controlled public verification facility through which a person may confirm a minister's name, religious society, licence number, current status and validity period using the licence number, QR code or other approved search parameters. Sensitive personal information shall not be displayed.
- **Administrative Search and Reporting:** Authorized officers shall be able to search and report by minister, identity number, licence number, religious society, denomination, county, licence status, validity period and number of marriages solemnized.
- **Integration Auditability:** All Registrar of Societies, eCitizen identity and payment validation requests and responses shall be time-stamped, securely logged and associated with the relevant application or licence record.
- **Role-Based Access:** Access to application review, approval, suspension, reinstatement, cancellation and sensitive compliance information shall be governed by role-based access control, multi-factor authentication and segregation of duties.
- **Acceptance Criteria:** The module shall not be accepted until OAG demonstrates successful end-to-end processing of a new application, renewal, suspension, reinstatement, cancellation, public

verification, Registrar of Societies validation, payment confirmation, licence issuance and marriage-transaction authorization check.

5.5 Registrar of Adoption Services

The Solution shall provide a Registrar of Adoption Services capability using the common identity, payment, document, notification, audit, reporting and administration services of the platform.

5.5.1 Application and Classification

An applicant shall lodge an adoption-registration application as Self or Advocate. The Solution shall capture the applicant name and telephone number and the adoptive parents' names, telephone numbers and identification numbers. Where an advocate applies, the advocate shall upload a letter of instruction. The applicant shall select the adoption category: Abandoned Child, Family Adoption, Offered Adoption or Foreign Adoption.

5.5.2 Supporting Documents

Category	Documents required
Abandoned Child	Certified copy of the Adoption Order issued by the High Court; certificate declaring the child free for adoption issued by a registered adoption society; recommendation letter from the Director of Children Services; Committal Order; final police letter confirming that no claim has been made since the abandoned-child report.
Family Adoption	Certified copy of the Adoption Order; certificate declaring the child free for adoption; recommendation letter from the Director of Children Services; consent or affidavit of consent from the biological parent or guardian; court waiver order where consent was waived; the child's birth certificate.
Offered Adoption	Certified copy of the Adoption Order; certificate declaring the child free for adoption; recommendation letter from the Director of Children Services; Committal Order; consent or affidavit of consent from the biological parent or guardian; the child's birth certificate.
Foreign Adoption	Certified copy of the foreign adoption order with English translation where applicable; the ruling of the High Court of Kenya receiving the foreign adoption order; certified copy of the order received and accepted as an order of the Kenyan High Court.

The checklist shall be configurable by authorised administrators and shall enforce completeness before an application proceeds, subject to an authorised exception or clarification workflow.

5.5.3 Review, Approval, Register Entry and Certificate

- State Counsel shall review the application and supporting documents, and may return the application to the applicant with the issues recorded, with notification and controlled resubmission.
- On approval, the applicant shall be notified to pay the prescribed fee through the Government payment platform, and the payment reference, confirmation and receipt shall be recorded before certificate processing proceeds.
- Authorised Counsel shall make the entry in the Adopted Children Register. The Solution shall generate the Certificate of Entry from the approved register information and route it to the Registrar General for approval and signature, with clear stage controls at each point.
- On signature, the applicant shall be notified that the certificate is available for printing or other approved secure delivery.
- Every certificate shall carry a secure verification mechanism using a unique reference, QR code or other approved control. Verification shall disclose only the minimum information approved by the Client and shall be recorded for audit.
- Support re-issuance of a lost certificate, including upload of a copy of the original where available and an affidavit of loss, Counsel review, approval, payment, receipt, generation of the replacement certificate, Registrar General approval and signature, verification and notification.
- Provide search, retrieval and operational reporting across adoption applications and register entries, subject to strict privacy and role-based access controls, with full auditability of access, review, changes, approvals, register entries, payments, generation, signing, printing, verification and re-issuance.

5.6 Certificates, Certified Copies, Verification and Corrections

- Generate, uniquely number, digitally sign, verify, re-issue, replace and, where legally applicable, cancel certificates, licences and certified extracts, with QR codes or equivalent verification references and complete issuance history.
- Provide online verification of a certificate, a license or a marital-status confirmation by an authorised third party, disclosing only the minimum information approved by the Client and recording each verification for audit.
- Process corrections, amendments, endorsements and court-directed changes through controlled workflows that preserve the original value, revised value, reason, evidence, approving officer, date and complete audit history.

- Provide authorised users with privacy-controlled search and retrieval using names, identity numbers, application, registration and certificate numbers, marriage type, date, location, officiant, decree, payment and EDRMS references.

5.7 Centralized Management Portal

- **Marriage Master Database:** The system shall create and maintain the authoritative master repository for structured marriage data managed by the Registrar of Marriages. It shall assign and preserve unique marriage and certificate identifiers; record the marriage type, parties, solemnization details, registration history, amendments, conversions, objections, certificates and current legal status; retain source provenance for eCitizen data; maintain approved links to related documents and records held in the EDRMS; and expose controlled services to authorized modules and integrations. The Marriage Master Database shall be the system of record for marriage status and structured marriage transactions within OAG, while the EDRMS shall be the authoritative repository for managed documents and records.
- **Divorce Master Database:** The system shall create and maintain a separate but securely interconnected authoritative master repository for divorce, annulment and dissolution records received from or validated against the Judiciary and other legally competent sources. It shall preserve decree and case references, parties, dates, status, endorsements, supporting documents, source provenance and complete audit history. Each divorce record shall be linked to the corresponding Marriage Master Database record, and an approved final decree shall trigger controlled updating and endorsement of the relevant marriage status without overwriting the original marriage record or its history.
- **Objection Records:** Manage objections, determinations, withdrawals and appeals as a governed data domain linked to the relevant marriage application or record.
- **Compliance and Offence-Prevention Records:** Maintain warnings, blocked transactions, referrals, authorized overrides, decisions and audit evidence within the approved data architecture.
- **Master Data Synchronization and Integrity Engine:** A real-time, auditable service shall maintain referential integrity and controlled synchronization between the Marriage Master Database, Divorce Master Database, objection records, offence and compliance records, and approved external systems. The engine shall apply transaction controls, conflict handling, retry and reconciliation mechanisms, versioning, and exception queues so that no status change is accepted without traceable source evidence and authorized business rules.

Master Database Governance: OAG shall define the data owner, data stewards, access authority, quality rules, retention controls, correction procedures and change approval process for both master databases.

The system shall support data-quality dashboards, duplicate detection, record-merging controls, lineage, reconciliation and immutable audit trails.

Authoritative-source and status rules: Define which institution is authoritative for each identity, civil-status, court, payment, society, celebrant and document attribute; how conflicts are resolved; and which events may automatically change status. The system shall preserve source, timestamp, confidence or match result, rule version and approval evidence.

Purpose limitation and minimization: Collect, display and share only data necessary for the approved statutory purpose. Public verification shall use a yes/no or minimum-attribute response by default; sensitive family, adoption, objection, divorce and compliance information shall never be exposed through open search.

Data quality and redress: Implement measurable completeness, validity, uniqueness, consistency, timeliness and accuracy rules; dashboards and remediation queues; controlled merge and unmerge; and citizen-accessible correction and appeal processes. No automated match or status change with material legal effect shall be irreversible.

Non-production and vendor use: Use masked, pseudonymized or synthetic data in development and testing unless OAG approves otherwise. Government data, metadata, logs and documents shall not be used to train or improve vendor or third-party models, or transferred to unapproved services or locations.

- Role-based administrative dashboards for managing applications, monitoring workflows, and generating reports.
- Advanced search, filter, and retrieval tools across all databases for authorized personnel.

5.8 Mobile Application and Field Operations Module

Mobile Application Scope: The vendor shall provide secure mobile applications or approved progressive web applications for authorized marriage officers, registrars, NGAO officers, inspectors and other approved field users. Citizen-facing services shall remain accessible through eCitizen and responsive web channels unless OAG approves a dedicated citizen mobile application.

Platform Support: The field application shall support Android devices as the minimum requirement. Any additional platform support shall be stated and costed separately.

Offline Capability: Authorized users shall be able to capture approved forms, photographs, supporting documents, signatures, witness details and verification notes in low-connectivity environments. Offline records shall be encrypted, device-bound, time-stamped and synchronized when connectivity is restored.

Field Verification: The application shall support QR-code scanning, identity and licence verification, geo-location where legally and operationally approved, camera capture, document-quality checks and confirmation of marriage-station or ceremony details.

Security Controls: The mobile solution shall enforce device registration, strong authentication, session timeout, encrypted local storage, remote logout or revocation, jailbreak/root detection where technically feasible, mobile application integrity controls and mobile device management compatibility.

Synchronization and Conflict Management: Data synchronization shall be transactional, auditable and resilient to interrupted connectivity. The system shall detect duplicates and conflicts, apply approved reconciliation rules and prevent silent overwriting of authoritative records.

Mobile Auditability: The system shall record the user, device, time, location where approved, transaction, synchronization status and changes made through the mobile channel.

Mobile Acceptance Criteria: Acceptance shall require successful testing under online, intermittent and offline conditions; secure synchronization; device revocation; field verification; accessibility; performance; and confirmation that no unauthorized personal data remains on the device after synchronization, logout or revocation.

5.9 Common Functional Controls and Cross-Database Validation

5.9.1 Integration and Exception Management

Mandatory integrations shall use the approved API or integration layer and shall support authentication, validation, retries, idempotency, queues, exception worklists, reconciliation and auditable fallback procedures where an external service is unavailable.

5.9.2 Cross-Database Validation and Flagging

A check is only as good as the source it consults. The controls at Section 5.9.1 depend on the Solution interrogating authoritative Government records held outside it. This section states which records shall be consulted, when, and what shall happen to the result. All such interrogation shall be effected through IGRP in accordance with Section 6.3.

The Solution shall perform the following checks automatically at the point in each workflow at which the relevant rule applies, and shall not require an officer to initiate them.

Check	Authoritative source consulted	Purpose
Subsisting marriage	Marriage Master Database and Divorce Master Database	Detect an existing marriage, and a marriage recorded as active where a divorce record is missing or unmatched, before a certificate is issued or a new application accepted.
Age	Civil registration — births, and IPRS	Verify that neither party is below the minimum age of eighteen years under sections 4 and 87. Birth registration is the authoritative

		source where a party does not hold an identity card.
Death of a spouse	Civil registration — deaths	Update marital status on registration of a spouse's death, so that a surviving spouse is not incorrectly flagged as married on a subsequent application.
Divorce and annulment	Judiciary and court systems	Confirm that a decree relied upon exists, is final, and corresponds to the marriage record.
Identity	IPRS	Verify the identity of parties, witnesses, objectors and applicants.
Celebrant authority	Celebrant register at Section 4.4 and Registrar of Societies	Confirm that the celebrant was licensed and unrestricted on the date of solemnisation and that the society was authorised.
Adoption order	Judiciary and court systems	Confirm the existence and terms of the adoption order relied upon in an adoption registration.
Litigation	OAG Legal Case Management System	Identify pending litigation affecting the record, party or decision.

For every check the following shall apply.

- The result shall be classified as confirmed, contradicted, partially matched, not found, or source unavailable. Each classification shall have a configured response under Section 5.9.1, and the classification, the source consulted, the rule applied and the response shall be recorded against the transaction.
- An unavailable or inconclusive source shall never be treated as positive confirmation. The transaction shall be held, referred to or allowed to proceed with a recorded caveat, as the approved business rules direct for that service.
- A discrepancy shall be raised to a named exception queue with the specific inconsistency stated and shall be assigned automatically to the role responsible for resolving that class of discrepancy.

Flagging shall not be confined to new transactions. The Solution shall also identify inconsistencies in records already held, which is where most of them will be found following migration of eCitizen data and progressive linkage of digitized paper records.

- Reconcile the marriage records against decrees received from the Judiciary on a configurable scheduled basis and raise for resolution every marriage recorded as active against which a decree exists, and every decree for which no matching marriage record can be found.
- Raise an alert where a decree, death registration or other status-changing event is received and no corresponding marriage record is located, rather than discarding it. Such events shall be retained in an unmatched event queue and re-evaluated automatically as further records are linked under Section 1.2.
- Identify, on registration of a death, every marriage record in which the deceased is recorded as a living spouse, and update status under the approved rules.
- Identify, where a celebrant licence is suspended, cancelled or revoked for cause, the marriages recorded as solemnised by that celebrant during the affected period, and raise them for Registrar review. Identification shall not of itself affect the validity of any marriage.
- Identify records in which a party appears in more than one active marriage, in which identity attributes conflict between sources, or in which a mandatory statutory field is absent, and route them for resolution.
- Report the volume, age, type and resolution status of outstanding flags through the dashboards at Section 5.13, so that the Client can see the size of the backlog and whether it is reducing.

5.10 Statutory Notice and Objection Management

5.10.1 Notice Period Management

The system must manage different statutory notice periods:

- **Civil Marriages:** 21 days to 3 months' notice requirement (Section 25)
- **Customary Marriages:** 3-month notification period from ceremony completion (Section 44)
- **Customary Registration:** 6-month application period from marriage (Section 55)
- **Christian Marriages:** Church-specific notice posting requirements
- **Pre-2014 Registration:** 3-year transitional period tracking (Section 96)

5.10.2 Objection Management Workflow

The system must implement comprehensive objection management:

- **Objection Filing:** Digital filing with relationship declaration (Sections 19, 27)
- **Determination Tracking:** 7-day maximum determination period enforcement

- **Appeal Management:** 14-day appeal window for Christian marriages, 7-day for civil marriages
- **Frivolous Objection Tracking:** Warning system for potential Section 29(4) offences
- **Objection Withdrawal:** Digital withdrawal functionality
- **Report Generation:** Automated generation of objection determination reports
- **Appeal Integration:** Interface with court systems for appeal processing

5.10.3 Certificate of No Impediment

- **Domestic Issuance:** Workflow for standard certificate issuance (Section 32)
- **International Requirements:** Special processing for Kenyans marrying abroad (Section 36)
- **Embassy Integration:** Certificate validation for embassy marriages
- **Foreign Law Compliance:** Checking of foreign country requirements
- **Translation Management:** Handling of foreign language certificates

5.11 Payments, Notifications and Appointments

- Assess configurable statutory fees, initiate and confirm payment through the Government payment platform using Paybill Number 222222, issue receipts and prevent duplicate charging.
- Manage pending, failed, duplicate and reversed transactions, and support daily reconciliation by service, application, date and accounting reference.
- Issue configurable acknowledgements, payment confirmations, clarification requests, statutory notices, reminders, decisions, certificate and licence alerts and escalation messages through approved channels, retaining delivery status and communication history.
- Where applicable to service delivery, manage marriage-station and officer availability, appointment booking, rescheduling and cancellation, ceremony details, and linkage of solemnisation to the registration record.

5.12 Records, Data Governance, Documents and Administration

- Create or retain references to supporting documents managed in the EDRMS, and support authorised upload, retrieval, preview, metadata exchange, access enforcement, version references, failure handling and reconciliation, in accordance with Section 1.2.
- Enable authorised administrators to manage roles, delegated authorities, stations, fees, forms, workflow stages, rules, statutory periods, templates, notifications, reference data and integration parameters without source-code changes.

- Maintain a complete, tamper-evident history of material access, submissions, validations, decisions, approvals, changes, integrations, payments, certificates, overrides and administrative actions, recording the user, date, action, source and outcome.
- Identity and privileged access: Enforce least privilege, segregation of duties, Multi-Factor Authentication (MFA), periodic access recertification, joiner-mover-leaver controls, privileged-access management, service-account governance and emergency-access logging. Sensitive searches, exports, corrections, overrides and bulk actions shall require enhanced authorization and monitoring.
- Protection of data and keys: Encrypt data in transit and at rest using Government-approved cryptography; centrally manage and rotate keys, certificates and secrets; and prohibit production credentials or personal data in source code, logs or support tools. Digital signatures and timestamps shall use approved Government trust services where available, or the bidder-supplied component disclosed under Annex A.6, and shall support independent validation.
- Monitoring and incident response: Provide tamper-evident, time-synchronized security logs; integration with the designated Government monitoring or Security Operations Centre (SOC) capability; alerting for anomalous access, enumeration, mass export, privilege change, fraud and interface abuse; and tested incident, forensic preservation and breach-notification procedures coordinated with OAG, ICT Authority, ODPC and National Kenya Computer Incident Response Team – Coordination Centre (KE-CIRT/CC) as applicable.
- Supplier and exit security: Flow security, confidentiality, location, access, incident and return-or-destruction obligations to all subcontractors and third parties. On exit, deliver source code, configurations, keys under Government control, data exports, interface specifications, runbooks and verified secure deletion without service interruption or vendor lock-in.

Detailed data-governance, records-management and privacy-by-design requirements are specified in Annex B; the Data Dictionary and Information Model requirements are specified in Annex C; and the Records Retention and Disposal Schedule requirements are specified in Annex H. These Annexes form part of the Contractor's obligations under this section.

5.13 Reporting, Analytics and Dashboards

The Solution shall provide role-based operational, statutory, financial, compliance, data-quality and executive reporting, with drill-down analysis, configurable indicators, scheduled distribution and export to approved formats. Dashboard data shall be sourced through governed datasets, shall preserve source lineage, and shall enforce row-level and role-based security. Reports shall include at least the following.

- Marriage registrations by type, region and period; active against dissolved marriages; certificate issuance and certified copies.
- Customary marriage compliance, covering the statutory timelines and fourteen-day public notice; polygamy statistics; and pre-2014 registration progress including NGAO verification status.
- Objection reports by type, determination timeline and appeal rate; offence-prevention detection and response reports.
- Divorce proceedings by court, region, marriage type, status and duration.
- Licensing reports covering applications, approvals, rejections, active, expired, suspended, reinstated and cancelled licences, renewals due, celebrants by county, denomination and society, marriages solemnised per celebrant and society, complaints and compliance actions, and licensing payment reconciliation.
- Adoption reports covering applications by category, pending review or clarification, approvals, rejections, payment status, register entries, certificates generated, signed, printed, verified and re-issued, turnaround times and workload by officer or location.
- Revenue collection by service type, fee tracking and reconciliation against the Government payment platform.
- Service availability, performance and service-delivery efficiency, and the service performance indicators.
- Compliance reports for the Office of the Data Protection Commissioner.

5.14 Offence Prevention and Compliance Tracking

5.14.1 Statutory Offence Prevention

System Meaning of Offence Prevention: For purposes of this TOR, offence prevention means configurable controls that detect conditions associated with a statutory prohibition or compliance risk and apply the legally approved system response. The response shall be classified as a hard block, warning, request for additional evidence, referral for Registrar review, exception approval, or alert to an authorized officer. Examples include preventing an application involving a person below the lawful minimum age; detecting prohibited relationships; identifying duplicate or conflicting marriage registrations; validating the authority and license status of a celebrant; confirming witness requirements; detecting false or inconsistent declarations; and preventing issuance where an unresolved legal impediment exists. Every control and override shall be logged with the rule invoked, result, user, date, reason and approving officer.

The system must include validations to prevent:

- **Underage Marriages:** Strict enforcement of minimum age 18 (Section 4, 87)

- **Prohibited Relationships:** Capture of declarations on Section 10 relationships, with automated checks where authoritative relationship data is available and referral to the Registrar otherwise
- **False Statements:** Validation of all declarations and notices (Section 86)
- **Unauthorized Ceremonies:** Verification of officiant authorization (Section 90)
- **Insufficient Witnesses:** Enforcement of Section 5 witness requirements
- **Coercion/Fraud:** Declaration validations per Section 89
- **Witness Competency:** Validation of witness age, mental capacity, and language understanding (Section 5)
- **Absence at Ceremony:** Prevention of proxy marriages except where legally permitted
- **Polygamy Violations:** Prevention of illegal polygamous unions (Section 9)

5.14.2 Penalty Tracking and Reporting

- **Offence Detection:** System flags for potential statutory offences
- **Compliance Reports:** Generation of offence prevention success reports
- **Audit Trails:** Complete logs of all validation checks
- **Warning System:** Clear warnings to users attempting potentially illegal actions
- **Registrar Alerts:** Notification to Registrars of potential offence situations

5.14.3 Witness Competency Validation

- **Age Verification:** Automatic checking of witness age (minimum 18 years)
- **Mental Capacity Declarations:** Digital declarations of witness competency
- **Language Proficiency:** Tracking of witness language understanding
- **Celebrant Separation:** Enforcement of prohibition on celebrant as witness
- **ID Verification:** Integration with IPRS for witness identity verification

5.15 Foreign and International Marriage Management

5.15.1 Embassy/Consulate Marriage Processing

- **Foreign Marriage Authorization: Verification and recording of legally recognized authority for embassy, consular or foreign-marriage transactions, where applicable**
- **Foreign Country Compliance:** Recording of foreign-law capacity evidence for Registrar review
- **Certificate of No Impediment:** Special processing for international requirements
- **Domicile Verification:** Validation of party domicile for mixed-nationality marriages
- **Foreign Register Maintenance:** Separate register for embassy marriages (Section 41(2))

5.15.2 Foreign Marriage Recognition

- **Validation Rules:** Implementation of Sections 22, 40 recognition criteria
- **Document Translation:** Management of foreign language document translations
- **Foreign Decree Registration:** Processing of foreign annulments and divorces (Section 61)
- International Certificate Verification: Support validation through approved interfaces or documented administrative procedures where formally available.
- **Consistency Checking:** Verification against Kenyan law requirements

5.15.3 Foreign Marriage Authorization and Verification

- **Authorization Tracking: Digital recording and verification of approved foreign-marriage authorization evidence and validity**
- **Training Module:** Special training for embassy marriage officers
- **Reporting Requirements:** Automated reporting to central Registrar
- **Authorization Status Management: Controlled recording of authorization status, validity, restrictions and supporting evidence where required by law**

5.16 Statutory and Legal Functional Requirements

5.16.1 Marriage Act, 2014 Functional Compliance

- **Section 3:** Recognition of marriage definitions and equal rights
- **Section 4:** Minimum age enforcement with parental consent exceptions
- **Section 5:** Witness competency requirements implementation
- **Section 6:** Marriage type categorization and polygamy indications
- **Section 8:** Conversion process implementation with declaration recording
- **Section 10:** Prohibited relationship checking with Islamic exceptions
- **Sections 11-12:** Void and voidable marriage prevention
- **Sections 19-20, 27-29:** Complete objection management workflow
- **Sections 32, 36:** Certificate of no impediment processing
- **Sections 37-41:** Foreign marriage processing
- **Sections 60-62:** Court decree integration and register endorsement
- **Sections 65-72:** Divorce grounds by marriage type implementation
- **Sections 73-75:** Annulment process management
- **Sections 86-92:** Offence prevention and validation

5.16.2 Marriage (Customary Marriage) Rules, 2017 Functional Compliance

- **Rule 3:** Notice and acknowledgement certificate process
- **Rule 4:** Application for registration workflow
- **Rule 5:** Certificate issuance with polygamy indication
- **Rule 6:** Register maintenance requirements
- **Rule 7:** Certified copy issuance process
- **Rule 8:** Pre-2014 marriage registration with Chief verification
- **Rule 9:** Fee schedule implementation
- **Forms CM 1-8:** Exact digital implementation of all statutory forms

5.16.3 Polygamy Management

- The system must track and manage multiple customary marriages per individual
- Previous marriage history must be maintained for each party as per Form CM 1 requirements
- Clear indication on certificates that "A customary marriage is polygamous or potentially polygamous" (Form CM 4)
- Consent management for subsequent marriages in polygamous arrangements
- Reporting on polygamy statistics and patterns

5.16.4 Statutory Form Implementation

5.12.4.1 Form CM 1: Notice of Customary Marriage

- *Must capture all required fields including:*
    - Passport photos of both parties
    - Parent details for both husband and wife (father and mother names, occupations, residences)
    - Previous marriage history table (up to 4 previous marriages with dates, spouse names, system of marriage)
    - Witness declarations with ID number, age, and signature capture
    - Declaration of completion of customary rites
    - Six-month registration undertaking

5.12.4.2 Form CM 2: Acknowledgement Certificate

- Must include automated calculation of validity period
- Integration with public notice display mechanism

- 14-day public display tracking before issuance
- Void date calculation (6 months from notice)

5.12.4.3 Form CM 8: Pre-2014 Marriage Registration

- Integration with Chief/Assistant Chief verification systems
- Capture of letter of confirmation from area Chief
- Special fee application (KSh 3,900 as per Second Schedule)
- Witness declaration with ID verification

5.16.4.1 Form Accuracy Requirements

- All forms must maintain exact structure and required fields as per the Rules
- Digital forms must match layout and field requirements of statutory forms
- All declarations and notes must be included
- Form numbering and references must be accurate

5.16.5 Fee Structure Implementation

- ***All fees from Second Schedule must be implemented as default values (with capacity to adjust when the fees is adjusted):***
    - Issuance of notice of customary marriage form: KSh 600
    - Issuance of an Acknowledgement Certificate: KSh 600
    - Commissioning of an application for registration of a customary marriage form: KSh 200
    - Registration and issuance of a customary marriage certificate: KSh 2,500
    - Issuance of a search form for a customary marriage: KSh 500
    - Issuance of a certified copy of an entry of a customary marriage: KSh 600
    - Registration of customary marriage contracted before 20th May, 2014: KSh 3,900
- Fee amounts must be configurable by administrators
- Automated receipt generation for all payments

5.16.6 Cultural Sensitivity and Community Engagement

- Engagement of cultural consultants from minimum 5 major Kenyan communities
- Development of community-specific validation workflows
- Creation of offline data collection capability for areas with poor connectivity

- Culturally appropriate user interfaces validated through approved stakeholder and community testing
- Training programmes for community validators in English and Kiswahili, with additional local-language support determined through the approved language-needs assessment

5.16.7 Community Testing and Validation

- Primary pilot and community testing in Nairobi, with optional extension to Kisumu, Mombasa and Kitui subject to OAG approval, to represent diverse communities and regional operating conditions
- Feedback incorporation mechanism from cultural stakeholders
- Community validation of customary marriage processes before national rollout
- Testing of all statutory forms with actual community users
- Continuous feedback loop for cultural adaptation and improvement

5.17 Legal and Regulatory Validation

The Contractor shall ensure that the design, configuration and implementation of the Solution accurately reflects the applicable legal, regulatory and statutory requirements identified in this TOR and subsequently validated by OAG.

The Contractor shall, during requirements validation and SRS development, identify and document all system requirements that arise from applicable legislation, subsidiary legislation, prescribed forms, statutory procedures, approved policies and other legally binding requirements relevant to the services being automated.

5.17.1 Legal Validation of Business Rules and Workflows

Before configuration or development of applicable functionality, the Contractor shall submit for OAG validation the proposed implementation of statutory requirements, including, where applicable:

eligibility and statutory validation rules;
marriage registration requirements and procedures;
statutory notices and waiting periods;
approval and authorization requirements;
prescribed forms, certificates and licences;
statutory registers and required particulars;
licensing and management of Ministers of Faith;
customary, civil, Christian, Hindu and Muslim marriage processes, as applicable;
Certificate of No Impediment and Special Licence processes;
divorce-related registration and status-update requirements;
Registrar of Adoption Services processes;
applicable fees and statutory charges;
retention, disclosure, access and confidentiality requirements;
statutory reporting requirements; and
any other business rule whose implementation depends upon legal or regulatory interpretation.

Where a requirement is unclear, inconsistent or requires legal interpretation, the Contractor shall refer the matter to OAG for determination and shall not independently determine or alter the applicable legal rule.

5.17.2 Legal Requirements Validation Register

The Contractor shall maintain a Legal Requirements Validation Register as part of the requirements-management process. The Register shall, at minimum, record:

Field	Requirement
Requirement / Business Rule	Statutory or regulatory requirement being implemented
Legal / Regulatory Reference	Applicable Act, Rule, Regulation, prescribed form or other authority
System Implementation	Workflow, validation, form, certificate, register or system control implementing the requirement
SRS / RTM Reference	Corresponding requirement identifier
OAG Validation	Validation/decision by the appropriate OAG business/legal authority
Status	Pending, validated, clarification required or superseded
Remarks / Decision	Applicable interpretation, clarification or implementation instruction

The Legal Requirements Validation Register shall be maintained consistently with the SRS and Requirements Traceability Matrix (RTM) so that applicable statutory requirements can be traced through design, implementation, testing and acceptance.

5.17.3 Authority for Legal Validation

OAG shall retain responsibility for the interpretation and validation of the legal and regulatory requirements applicable to the Registrar of Marriages and Registrar of Adoption Services.

The Contractor shall provide the necessary business-process analysis, system design and technical advice to enable OAG to determine how validated legal requirements will be implemented in the Solution.

ICT Authority may participate in the validation process where the matter has implications for the Contract, Government ICT standards, architecture, interoperability or implementation, but legal interpretation and validation of OAG statutory business requirements shall remain with OAG.

5.17.4 Pre-Go-Live Legal Compliance Confirmation

Prior to Go-Live, the Contractor and OAG shall review the Legal Requirements Validation Register and applicable RTM entries to confirm that validated statutory requirements have been implemented and tested.

Any unresolved issue that could result in the Solution operating contrary to an applicable statutory requirement shall be resolved before the affected functionality is placed into production.

Material changes in applicable legislation, subsidiary legislation or statutory requirements identified during implementation shall be assessed and addressed through the requirements-management and, where applicable, approved change-control process.

6. TECHNICAL AND NON-FUNCTIONAL REQUIREMENTS

6.1 Non-Functional Requirements

6.1.1 Performance Metrics (Measurable SLAs)

Measurement and Verification: Performance targets shall be measured using an OAG-approved performance test plan defining the production-equivalent environment, workload model, transaction mix, dataset size, concurrent-user profile, network assumptions, percentile calculations, monitoring tools, test duration and treatment of third-party integration latency. Results shall be witnessed or independently verified by OAG and supported by raw test evidence.

- Application response time: < 2 seconds for 95% of transactions
- Concurrent users: Support minimum 500 concurrent users
- System availability: minimum 99.9% monthly uptime, measured on a 24/7 basis, excluding approved maintenance windows
- Data sync latency: < 5 seconds between Marriage Master Database and Divorce Master Database
- Report generation: < 30 seconds for standard reports
- Batch processing: Complete overnight processing within 4-hour window
- Data accuracy requirement: 99.95% for migrated data
- Form performance: Each form page shall load, validate and save within the approved application response-time threshold, excluding user input time and external-system latency.
- Objection determination tracking: Status shall update immediately following successful completion of the relevant workflow transaction.

6.1.2 General Requirements

- **Scalability:** Architecture must scale elastically based on demand across all modules.
- **Reliability: Minimum 99.9% monthly uptime with comprehensive disaster recovery and automated backup plans for all databases.**
- **Usability:** Fully responsive, mobile-optimized interface with intuitive navigation and multi-language support (English and Swahili minimum).
- **Maintainability:** Highly configurable, parameter-driven system with minimal hard-coded elements.

- **Data Consistency:** Ensure immediate consistency between all interconnected records with transaction rollback capabilities.
- Hosting Infrastructure: The solution shall support redundant, load-balanced and failover-capable deployment at Konza National Data Centre or any other OAG-approved Government data centre, cloud or hybrid environment. Deployment scripts, configurations and documentation shall support migration between approved environments without material redevelopment.

6.2 Security Requirements

The Contractor shall also comply with the mandatory enterprise architecture and engineering requirements in Annex A and the approved Solution and Infrastructure Architecture requirements in Annex E.

- **Access Control:** Role-Based Access Control (RBAC) and Multi-Factor Authentication (MFA) for all sensitive access, with stricter controls for divorce and customary marriage records.
- **Data Protection:** Encryption of data at rest and in transit. Secure session management with timeouts.
- Compliance: Adherence to the Constitution of Kenya, Data Protection Act, 2019 and applicable regulations, ODPC guidance, ISO/IEC 27001 controls and applicable Government information-security standards. Other foreign privacy laws shall apply only where their jurisdiction is demonstrably engaged.
- **Auditability:** Comprehensive audit logs for all system transactions and data accesses, especially for status changes and offence prevention actions.
- Infrastructure Security: Implementation of the security controls and operating procedures applicable to the hosting environment selected by OAG, together with regular security audits, vulnerability assessments and penetration testing.
- **Data Breach Notification:** Built-in workflow for data breach notifications.

6.2.1 Mandatory Cybersecurity Deliverables

Approved Security Architecture and threat model covering applications, APIs, mobile components, data stores, infrastructure, integrations, identity, privileged access and external dependencies.

Independent Vulnerability Assessment and Penetration Testing reports for the application, APIs, mobile application and hosting environment, together with evidence that all critical and high-risk findings have been remediated before production acceptance.

Secure Configuration Baseline, Security Hardening Checklist and environment-specific hardening evidence.

Security Operations Manual, Incident Response Plan, breach-escalation procedures, logging and monitoring procedures, patch-management procedure and vulnerability-management procedure.

Software Bill of Materials, dependency inventory, security-testing evidence and secure release records for each production release.

Periodic security review reports during the warranty and support period, including remediation status and residual-risk acceptance where applicable.

6.2.2 Infrastructure and Solution Architecture Review and Approval

The Contractor shall prepare and submit a comprehensive Solution and Infrastructure Architecture for review and approval before production infrastructure is finalized, procured where applicable, configured or deployed.

The architecture shall demonstrate that the proposed Solution is secure, scalable, interoperable, resilient, supportable and portable across the approved Government hosting environment and is aligned with the applicable Government Enterprise Architecture (GEA), Government Interoperability Framework (GIF), ICT Authority standards and the technical and security requirements specified in this TOR.

6.2.2.1 Minimum Architecture Coverage

application and solution architecture
infrastructure and hosting architecture
network and connectivity architecture
database, storage and data architecture
integration and API architecture
identity and access-management architecture
cybersecurity architecture and security zones
backup, disaster recovery and business-continuity architecture
monitoring, logging and audit architecture
production, DR, testing, UAT and other applicable environment segregation
capacity, sizing and scalability assumptions
availability, redundancy and resilience
third-party components, licences and technical dependencies
deployment and DevSecOps architecture, where applicable
interoperability with eCitizen, OAG enterprise systems and approved Government platforms
portability and avoidance of unnecessary vendor or technology lock-in
applicable architecture diagrams, specifications and configuration baselines

6.2.2.2 Architecture Review and Approval Gates

Gate	Architecture Review	Approval / Outcome
Gate 1 - Requirements/SRS	Confirm architecture requirements, sizing assumptions, integration dependencies, security requirements and hosting constraints.	Approved architecture requirements baseline
Gate 2 - Detailed Solution Architecture	Review complete application, data, infrastructure, integration, security, DR and deployment architecture.	Architecture approval before production infrastructure/deployment commitments

Gate 3 - Pre-Go-Live Architecture Verification	Verify that the implemented production environment conforms to the approved architecture and approved changes.	Architecture conformity confirmation for Go-Live

The Solution and Infrastructure Architecture shall be subject to the architecture review and approval requirements specified in this TOR.

OAG, working with ICT Authority, shall provide formal architecture approval. The Contractor shall address all material architecture observations arising from the review process before the applicable approval gate is closed.

No material deviation from the approved architecture shall be implemented without documented assessment and approval through the established architecture governance and, where applicable, Contract change-control process.

6.2.2.3 Architecture Compliance and As-Built Documentation

The Contractor shall maintain architecture documentation throughout implementation and ensure that approved architectural changes are reflected in the relevant design documents.

Prior to Go-Live, the Contractor shall submit as-built architecture documentation reflecting the actual production implementation, including applicable infrastructure, network, application, database, integration, security, backup and disaster-recovery configurations.

Any material difference between the approved architecture and the implemented Solution shall be identified, justified and approved before production acceptance.

The final approved as-built architecture documentation shall form part of the technical documentation and system handover requirements.

6.2.3 Security Regulatory Alignment and Cybersecurity Compliance

The Contractor shall design, develop, configure, integrate, deploy, operate and support the Solution in compliance with the **applicable cybersecurity, information-security, data-protection and Government ICT legal, regulatory and standards framework**, including the requirements identified in the Legal, Regulatory and Standards Framework of this TOR.

The Contractor shall ensure that security controls implemented for the Solution are aligned with applicable **ICT Authority standards and guidelines, Government Enterprise Architecture (GEA), Government Interoperability Framework (GIF), OAG information-security requirements**, and other applicable Government cybersecurity requirements in force during implementation and operation of the Solution.

Where applicable, the Contractor shall maintain a **Security Compliance Matrix** mapping relevant legal, regulatory, Government and contractual security requirements to the security controls implemented in the Solution and the corresponding verification or test evidence.

Security Incident Management and Regulatory Escalation

The Contractor shall establish and maintain documented procedures for the identification, recording, classification, containment, investigation, remediation and escalation of cybersecurity and information-security incidents affecting the Solution.

The Contractor shall:

- promptly notify OAG and ICT Authority of any actual or suspected security incident affecting the Solution, its data, integrations or supporting infrastructure;
- preserve relevant logs, audit trails and other evidence required for investigation;
- support containment, investigation, recovery and remediation activities;
- maintain an auditable record of incidents, actions taken, responsible parties and closure;
- cooperate with OAG, ICT Authority and other authorized Government or regulatory bodies in the investigation and management of applicable incidents;
- support OAG and ICT Authority in meeting applicable statutory, regulatory and Government cybersecurity incident-reporting obligations;
- not communicate or report an incident externally on behalf of OAG or ICT Authority unless specifically authorized or required by applicable law or contractual arrangements; and
- implement corrective and preventive measures arising from incident investigations, security assessments, audits and VAPT findings within agreed timelines.

Where an incident involves personal data, the Contractor shall immediately escalate the matter to OAG and support the applicable **personal-data-breach assessment, documentation, containment and notification processes** in accordance with the Data Protection Act, 2019, applicable regulations and OAG's approved data-protection procedures.

Security Assurance and Evidence

Compliance shall be demonstrated through applicable security documentation, secure configuration evidence, audit logs, security testing, vulnerability assessments, VAPT reports, remediation evidence and other assurance documentation required under the Contract.

Security deficiencies attributable to the Contractor or non-compliance with the approved security requirements shall be remediated by the Contractor **at no additional cost**.

Critical and high-risk security vulnerabilities affecting production readiness shall be resolved or formally treated and approved by the applicable authority before Go-Live in accordance with the security and Operational Readiness requirements of this TOR.

6.2.4 Business Continuity and Disaster Recovery Governance

OAG shall retain business ownership of continuity of the Registrar of Marriages services, while ICT Authority, OAG ICT and the Contractor shall perform their respective technical and contractual responsibilities for maintaining the availability and recoverability of the Solution.

The Contractor shall develop, maintain, test and hand over the applicable Business Continuity and Disaster Recovery (BC/DR) procedures for the Solution, aligned with the approved hosting architecture, OAG's institutional Business Continuity and Disaster Recovery arrangements and the requirements of this TOR.

6.2.4.1 Governance and Responsibilities

Party	Responsibility

OAG Business Owner / Registrar	Owns business-service continuity requirements; determines business priorities and acceptable service restoration priorities; participates in continuity exercises; and confirms restoration of critical business services.
OAG ICT	Provides technical coordination for continuity and disaster recovery; monitors system/service availability; coordinates technical incident escalation; validates recovery arrangements; and coordinates restoration with the hosting provider, ICT Authority and Contractor.
ICT Authority	Provides project/contract governance and applicable technical oversight and, where required under the hosting or Government ICT arrangements, coordinates with relevant Government infrastructure/service providers.
Contractor	Designs, documents, implements and tests the Solution's BC/DR capabilities; performs recovery activities within its contractual responsibility; supports restoration and troubleshooting; maintains technical recovery documentation; and transfers the required knowledge to OAG and ICT Authority.
Hosting/Infrastructure Provider	Performs infrastructure-level continuity, backup, restoration, failover and disaster-recovery responsibilities applicable to the approved hosting arrangement and applicable service agreement.

The Contractor shall clearly document the division of BC/DR responsibilities and dependencies between the application, database, infrastructure, network, hosting environment, integrations and external services so that no critical recovery responsibility remains unassigned.

6.2.4.2 Recovery Authority

The BC/DR arrangements shall define an approved escalation and recovery authority matrix, including:

authority to declare a business continuity or disaster-recovery event;
authority to initiate failover or recovery procedures;
technical personnel authorized to execute recovery activities;
communication and escalation responsibilities;
authority to confirm restoration of technical services;
business authority to confirm restoration of the Registrar's services; and
authority to declare the continuity/disaster event closed.
The specific named officers and escalation contacts shall be agreed during implementation and maintained in the approved BC/DR documentation rather than hard-coded into the Solution.

6.2.4.3 Testing and Acceptance

The Contractor shall conduct periodic BC/DR testing, including backup restoration and, where applicable, failover and recovery exercises, in collaboration with OAG, ICT Authority and the applicable hosting/infrastructure provider.

Each exercise shall be documented, including the scenario tested, recovery steps, actual recovery results, identified deficiencies, corrective actions, responsible parties and closure status.

Material deficiencies attributable to the Contractor or the Solution shall be corrected by the Contractor at no additional cost.

The Contractor shall update the BC/DR documentation following material changes to the Solution, architecture, hosting environment or recovery arrangements and shall provide the final approved documentation as part of system handover and exit-transition requirements.

6.3 Integration Requirements

The mandatory integration obligations in this section shall be implemented together with the detailed Integration Catalogue and Government Interoperability requirements in Annex G. Annex G defines the required interfaces, authoritative-source relationships, dependency controls and integration evidence to be maintained throughout implementation.

- ***Mandatory Integrations:***
    - eCitizen Integration and SSO: All public users shall access the service through eCitizen Single Sign-On. The solution shall integrate with the approved eCitizen identity federation mechanism and shall not require citizens to create a separate public-user account for marriage services.

EDRMS Integration: The solution shall integrate with the Government-selected Electronic Document and Records Management System using standards-based APIs or other approved mechanisms. The EDRMS shall remain the authoritative repository for digitized and born-digital marriage and divorce documents and records. The Marriage and Divorce Master Databases shall manage structured business data and retain secure references to the corresponding EDRMS records. The integration shall support document upload where authorized, retrieval, preview, metadata exchange, classification and retention references, version references, access-control enforcement, audit logging, failure handling and reconciliation. The solution shall not depend on a specific EDRMS product or vendor.

- Integrated Population Registration System (IPRS) for real-time identity verification.
- Registrar of Societies Integration: The system shall validate each minister or pastor against the religious society stated in the application; confirm that the society is registered and active; verify that the society is compliant with statutory requirements, including the filing of required annual returns, verify the minister's recorded affiliation or authorization; and verify that the society's registered constitution, objects or mandate permits religious activities involving the solemnization or conduct of marriages. The integration shall return an auditable validation result and route discrepancies, unavailable records and inconclusive responses to an authorized Registrar for manual review.
- Government Digital Payments Platform: All statutory fees and other approved charges shall be initiated and collected through the Government Paybill Number 222222 platform, using the applicable Government payment integration services. The system shall generate payment references, receive payment confirmations, issue receipts, support reversals and exceptions, and reconcile collections by service, application, date and accounting code.

- Kenya Judiciary systems for electronic receipt/verification of decrees and relevant court information—through the -approved interface(s)..
- IGRP
- Civil Registration – IPRS for confirmation of the identity and age of the applicants

OAG Legal Case Management System for litigation arising from marriage-service decisions, actions, objections, certificates, licences or administrative processes. The integration shall support controlled case referral, linkage to the relevant marriage transaction, case reference and status exchange, State Counsel assignment references, hearing and deadline alerts, court-order tracking, implementation status, audit evidence and management reporting. The OAG Legal Case Management System shall remain the authoritative system for litigation, while the Marriage System shall remain authoritative for marriage-service transactions and administrative decisions.

- National Government Administration Officers (NGAOs) system for customary marriage verification, especially for Chief's letter verification in Form CM 8.
- Embassy and consular processing shall be supported through an approved API, secure portal, controlled document exchange or documented administrative verification procedure, depending on the capability and authorization of the relevant mission.
- **Standards:** All integrations must use open standards and APIs. The system must comply with ICT Authority of Kenya development and architecture standards.

6.4 National Digital Government Services Integration

The solution shall operate as part of the Government of Kenya digital-service ecosystem and shall not function as an isolated public-service platform.

- Citizen authentication shall use eCitizen Single Sign-On or its approved successor Government identity service.
- Data sharing shall take place via IGRP and in its absence, the Ministry will clarify the stop-gap.
- Statutory payments shall be initiated, confirmed, receipted, reconciled and audited through the Government payment platform using Paybill Number 222222 or its approved successor channel.
- Identity, religious-society, court, administrative and other authoritative data shall be obtained from the relevant Government source systems through approved interfaces and data-sharing arrangements.

- The solution shall comply with applicable Government interoperability, API management, identity, trust, cybersecurity, records-management and data-exchange standards.
- Integration failures shall be handled through controlled retries, queues, exception worklists, reconciliation and audit trails without loss or duplication of transactions.
- Changes to national digital-service interfaces shall be managed through configuration, versioned APIs and approved change control to minimize service disruption.

6.5 Vendor Independence and Prevention of Lock-in

The solution shall not contain technical, contractual, licensing or operational mechanisms that prevent OAG from operating, maintaining, hosting, migrating, enhancing or transferring support of the system to another approved provider.

The vendor shall provide complete and current source code, database schemas, data models, API specifications, configuration documentation, build instructions, deployment scripts, installation procedures, release notes, administrator manuals, operating procedures, integration documentation and security-configuration documentation.

All custom code, configurations, interfaces, templates, scripts and documentation produced under the contract shall be delivered in editable and reusable formats together with the credentials, keys and repositories required for lawful OAG control.

The solution shall support export of all OAG data and documents in open, documented and machine-readable formats without dependence on the incumbent vendor.

The bidder shall disclose all proprietary components, recurring licences, third-party dependencies, usage restrictions and migration costs in the technical and financial proposals.

An Exit and Transition Plan shall describe how services, data, environments, documentation, knowledge, credentials and operational responsibility will be transferred to OAG or another service provider with minimal disruption.

7. USER EXPERIENCE AND ACCESSIBILITY REQUIREMENTS

The system must provide a consistent, accessible, and efficient user experience across all modules.

- **User-Centered Design: Interfaces must be intuitive and tailored to citizens, ministers of faith, marriage officers, legal practitioners, records personnel, administrators and other approved institutional users.**
- **Cultural Sensitivity:** Design considerations for customary marriage interfaces that respect cultural practices while maintaining legal compliance. Engage cultural consultants from minimum 5 major communities.

- **Form Accuracy:** All statutory forms (CM 1-8) must be reproduced digitally with exact field requirements and layout.
- Accessibility: Fully responsive design for all devices and conformance with WCAG 2.1 Level AA or a later Government-approved standard. The vendor shall perform automated and manual accessibility testing, including keyboard-only navigation, screen-reader compatibility, colour-contrast, focus order, form-label, error-message and mobile-accessibility testing, and shall submit an accessibility compliance report before UAT sign-off.
- **Workflow Clarity:** Clear visual indicators for process steps across marriage, divorce, objection, and licensing workflows. Real-time status notifications via multiple channels.
- **Efficiency:** Streamlined forms, bulk actions where applicable, and powerful search/filter capabilities for administrative tasks.
- **Visual Consistency: Professional interface aligned with OAG branding, using a clean, trustworthy color scheme.**
- Support Integration: Context-sensitive help, FAQ sections, clear error messaging and recovery guidance. The solution shall include or integrate with a helpdesk and support portal for citizens and authorized officials, supporting ticket logging, categorization, status tracking, escalation, knowledge-base access and service-level reporting.
- **Sensitive Data Handling:** Special interface considerations for divorce and customary marriage modules to ensure privacy and discretion.
- **Feedback Mechanism:** Allow users to provide feedback after key actions for continuous improvement.
- **Offence Warning System:** Clear warnings when users attempt actions that could constitute statutory offences.

8. HOSTING, INFRASTRUCTURE AND DISASTER RECOVERY

8.1 Infrastructure Specifications (Minimum Requirements)

- Capacity Sizing: The bidder shall size compute resources from the approved workload model, transaction volumes, concurrency, availability targets and growth forecast.
- Database Availability: The database architecture shall provide high availability, failover, backup and recovery sufficient to meet the approved SLAs, RTO and RPO.
- Storage: The bidder shall size primary, backup, archive and recovery storage using the approved record inventory, retention schedule, document volumes and growth forecast.

- Connectivity: Network capacity shall be sized and monitored to meet approved performance, security, integration and availability requirements.
- Backup: Daily incremental, weekly full, off-site replication with 30-day retention
- Disaster Recovery: Hot standby at a secondary approved zone with a Recovery Time Objective (RTO) not exceeding four (4) hours and a Recovery Point Objective (RPO) not exceeding fifteen (15) minutes, unless a stricter target is approved during design. The vendor shall conduct documented failover, failback and recovery tests before go-live and at least annually during the support period.
- Division of responsibility: The Contractor shall be accountable for availability, recovery time and recovery point at the application and database layers it designs, configures and administers. Infrastructure-level availability, failover capacity and secondary-site provision at Konza National Data Centre or the approved hosting environment are Government responsibilities under Section 1.3. Service-level measurement shall exclude outages attributable to Government-provided infrastructure, network or external systems, as evidenced by monitoring records.

8.2 Monitoring and Management

- 24/7 monitoring with automated alerting to vendor and OAG teams
- Monthly performance and capacity utilization reports
- Security incident response plan aligned with the security and incident-management protocols of the hosting environment selected by OAG
- Regular vulnerability scanning and patching schedule
- Performance dashboard accessible to OAG administrators

9. CYBERSECURITY, DATA PROTECTION, PRIVACY AND DATA QUALITY

9.1 Specific Requirements

- Data classification scheme with handling procedures for each classification level
- Mandatory Privacy Impact Assessment conducted before system go-live
- Data retention and disposal policy implementation aligned with legal requirements
- Subject Access Request functionality built into system interface
- Data anonymization capabilities for reporting and statistical purposes
- Consent management framework for data sharing between agencies
- Special protection for polygamy, previous marriage history, and objection data

9.2 Audit and Compliance Requirements

- System must generate automated compliance reports for Office of the Data Protection Commissioner (ODPC)
- Regular privacy audits during implementation phase
- Data breach notification workflow with escalation procedures
- Audit trails for all personal data access and modifications
- Special audit requirements for offence prevention actions

9.3 Data Quality Framework

The system shall implement continuous data-quality controls covering validity, completeness, consistency, uniqueness, timeliness, accuracy and referential integrity.

The system shall provide duplicate detection, incomplete-record identification, mandatory-field validation, anomaly and inconsistency flags, reconciliation tools, correction workflows and controlled merge procedures.

Data-quality rules, thresholds and exception-routing arrangements shall be configurable and auditable.

Role-based data-quality dashboards and periodic reports shall show unresolved exceptions, duplicate trends, incomplete records, reconciliation outcomes and remediation performance.

OAG shall designate data owners and data stewards responsible for approving quality rules, reviewing exceptions and authorizing corrections to master records.

10. PROJECT GOVERNANCE AND MANAGEMENT

10.1 Governance Structure

Post-Go-Live Ownership and Accountability

The Registrar of Marriages shall serve as the business owner and shall approve business rules, statutory workflows, service changes and operational priorities. The OAG ICT Directorate shall serve as the technical system owner and shall be responsible for platform administration, technical standards, cybersecurity coordination, release governance and vendor management.

OAG shall designate data owners and data stewards for marriage, divorce, minister-licensing, payment and migration data, together with a legal-compliance focal point responsible for monitoring statutory and regulatory changes.

A post-go-live Change Advisory Board shall review and authorize configuration changes, releases, emergency fixes and integration changes using documented impact, testing, rollback and approval procedures.

Contract Implementation Team / Project Management Team

- Composition: Representatives designated by the Purchaser and Client, with the Vendor participating as required.

- Meetings: At least monthly during implementation and additionally as required at key milestones.
- Mandate: The Contract Implementation Team (CIT), or Project Management Team (PMT) where that designation is used, shall manage contract implementation, review progress, coordinate dependencies, monitor risks and issues, verify deliverables and recommend milestone acceptance in accordance with the contract.

Technical and Business Working Arrangements

- The CIT/PMT may establish technical or business working groups for requirements validation, design review, integrations, testing, data migration, security, legal compliance and user acceptance.
- Working-group meetings shall be held as required by the approved implementation plan.
- All decisions, actions, approvals and escalations shall be documented and reported to the CIT/PMT.

10.2 Change Management Process

- Formal change request procedure with standardized template
- Mandatory impact assessment (time, cost, scope) for all requested changes
- Approval authority matrix defining approval levels
- Change log maintained as part of project documentation

Statutory and Regulatory Change Management: The system shall support effective-dated and version-controlled fees, statutory forms, workflows, validation rules, notice periods and approval requirements. Changes arising from amendments to legislation, subsidiary legislation, Government policy or court decisions shall undergo legal impact assessment, authorized configuration or development, regression testing, approval and controlled release.

Each transaction shall retain the version of the law, form, fee, workflow and validation rule applied at the time it was processed. Historical records shall not be retrospectively altered merely because a later rule becomes effective.

10.3 Risk Management Requirements

- Vendor must submit comprehensive Risk Register identifying potential project risks
- Required mitigation strategies for high-probability risks
- Contingency plans for critical path items
- Monthly risk assessment and mitigation progress reports

- *Key risk areas to specifically address:*
    - Data migration challenges from legacy systems
    - Integration complexities with external government systems
    - Cultural adoption barriers for customary marriage module
    - Statutory compliance risks with Marriage Act 2014
    - Court system integration complexities
    - International marriage processing challenges
    - Timeline slippage risks
    - Resource availability and retention

10.4 Change Control, Change Budget and Pricing of Approved Changes

The Contract shall provide a Change Budget equivalent to ten percent (10%) of the Contract Price to cater for approved changes that are demonstrably outside the original contractual scope and become necessary during implementation.

The Change Budget shall not constitute an automatic entitlement of the Contractor. It shall only be utilized for changes formally assessed, approved and authorized through the established change-control process. Any unutilized amount shall not be payable to the Contractor.

1. Determination of Change in Scope

Before any additional cost is considered, each proposed change shall be assessed against the TOR, Contract, approved SRS, Requirements Traceability Matrix (RTM), solution design, deliverables and other approved project documentation to determine whether it is:

- an existing contractual requirement;
- a clarification, configuration or elaboration of an existing requirement; or
- a genuine additional requirement outside the contracted scope.

Requirements already expressly provided for, reasonably necessary to deliver the contracted Solution, or subsequently detailed during requirements validation and SRS development without materially changing the original scope shall be implemented at no additional cost.

For avoidance of doubt, correction of defects or non-conformities; completion of omitted or incomplete functionality already required by the Contract or approved SRS; necessary configuration; remediation of Contractor-attributable integration or migration defects; security, privacy or performance remediation; correction of failed testing or UAT requirements; and other work necessary to meet contractual deliverables, acceptance criteria or agreed service levels shall not constitute chargeable changes.

2. Change Proposal and Assessment

Where a requirement is determined to constitute a genuine change outside the contracted scope, the Contractor shall submit a written Change Proposal containing, at minimum:

Item	Required Information
Change Description	Description of the proposed change
Justification	Business, statutory, technical or operational reason for the change
Scope Assessment	Explanation of why the requirement falls outside the contracted scope
Technical Impact	Impact on architecture, functionality, integrations, data, security, infrastructure and operations, as applicable
Resource Requirements	Personnel and implementation effort required
Cost	Detailed cost based on the contracted unit/professional rates, where applicable
Schedule Impact	Impact on milestones, deliverables and completion dates
Dependencies	External and internal dependencies arising from the change
Risks	Risks introduced by or associated with the proposed change
Implementation Approach	Proposed method for implementing and testing the change

OAG shall undertake the business and technical assessment of the proposed change and provide its recommendation. ICT Authority, as the Purchaser, shall be the authorizing authority for utilization of the Change Budget, working in collaboration with OAG.

No change shall be implemented or become payable from the Change Budget without prior written authorization by ICT Authority and compliance with applicable procurement, contractual and financial-management requirements.

Where an approved change affects the Contract Price, scope, deliverables or implementation schedule, it shall be formalized through the applicable contract amendment, variation or change-order procedure.

3. Change Budget Control

The cumulative value of changes charged against the Change Budget shall not exceed ten percent (10%) of the Contract Price.

Any proposed changes exceeding the available Change Budget shall be subject to the applicable procurement, contractual, financial and approval requirements and shall not create an automatic financial obligation on ICT Authority or OAG.

The Contractor shall maintain an up-to-date Change Register containing, at minimum:

- change reference and description;
- requesting party and date;
- justification;
- determination of whether the change is in-scope or out-of-scope;
- technical and business impact;

- proposed and approved cost;
- schedule impact;
- OAG assessment and recommendation;
- ICT Authority authorization;
- implementation and acceptance status; and
- amount utilized and remaining balance of the Change Budget.

The Change Register shall be reviewed as part of the regular project governance and progress-reporting arrangements.

4. Schedule of Professional Rates

Bidders shall provide unit professional rates for relevant personnel categories to provide an objective basis for pricing approved out-of-scope changes.

Resource Category	Unit	Bidder's Rate (KES)
Project Manager	Person-day	
Business/System Analyst	Person-day	
Solution Architect	Person-day	
Software Developer	Person-day	
Integration/API Specialist	Person-day	
Database/Data Migration Specialist	Person-day	
Cybersecurity Specialist	Person-day	
DevOps/Infrastructure Specialist	Person-day	
QA/Test Engineer	Person-day	
Trainer/Change Management Specialist	Person-day	
Other Specialist - specify	Person-day	

The professional rates shall remain applicable for the period specified in the Contract and shall be used, where applicable, in assessing and pricing approved changes. Submission of these rates and establishment of the Change Budget shall not constitute a commitment by ICT Authority or OAG to procure additional services or to expend the Change Budget.

10.5 Operational Readiness and Go-Live Assessment

Prior to production go-live, the Contractor shall conduct and document an Operational Readiness Assessment (ORA) jointly with OAG and submit a Go-Live Readiness Checklist for approval. Production deployment shall only proceed after OAG confirms that the solution is operationally ready for live service delivery.

The assessment shall, at a minimum, confirm:

- successful completion and approval of UAT and closure of all critical and high-priority defects;
- readiness of the production infrastructure, hosting environment, networks, databases, storage, backup and monitoring services;
- completion of required integrations and approved treatment of any outstanding dependencies recorded in the Integration Dependency Register;

- successful completion of data migration, validation, reconciliation and business-owner sign-off;
- completion of security testing and VAPT, with all critical and high-risk findings resolved or otherwise formally treated and approved;
- configuration and testing of identity and access management, RBAC, MFA, audit logging and privileged access controls;
- verification of backup, restoration, Disaster Recovery and Business Continuity arrangements;
- completion of end-user, administrator and technical training and confirmation that designated users are ready to operate the system;
- availability and approval of operating procedures, user manuals, administrator manuals, technical documentation and support procedures;
- readiness of helpdesk, incident management, escalation, monitoring, SLA and post-go-live support arrangements;
- readiness of statutory forms, certificates, licences, fees, workflows, notifications, reports and other production configuration;
- confirmation that required production licences, subscriptions, certificates, credentials and third-party services are active;
- completion of knowledge transfer and handover of required source code, configurations, repositories, deployment scripts and technical documentation applicable at go-live; and
- formal business, technical and security approval for go-live by the designated OAG authorities.
- Prior to Go-Live, the Contractor shall demonstrate that BC/DR responsibilities, escalation arrangements, recovery authority, recovery procedures and applicable recovery tests have been documented and approved.

UAT and Go-Live approval shall include confirmation that applicable statutory workflows, business rules, forms, certificates, licences and registers have been implemented in accordance with the legal and regulatory requirements validated by OAG.

Go-Live shall require confirmation that the implemented production environment materially conforms to the approved Solution and Infrastructure Architecture and that the applicable as-built architecture documentation has been submitted and approved.

Any outstanding readiness item shall be recorded together with its impact, risk rating, responsible owner, mitigation measure, target closure date and approving authority. No unresolved matter classified as critical to security, statutory compliance, data integrity, privacy, availability or essential service delivery shall be carried into production without formal written approval by OAG.

11. IMPLEMENTATION PROGRAMME AND DELIVERY CONTROLS

11.1 Twelve-Month Development and Implementation Programme

Month 1: Mobilization and approval of the Inception Report.

Month 2: Requirements confirmation, SRS completion and System Requirements Validation.

Month 3: System architecture, detailed design, prototypes and interface specifications.

Months 4-7: Coding, configuration, unit testing and internal quality assurance.

Months 7-9: External integrations, data migration, EDRMS integration and system hardening.

Months 9-10: System, integration, performance, security, accessibility and legal-compliance testing.

Month 11: UAT, defect remediation, production-readiness assessment and completion of all required training.

Month 12: Pilot, cutover, production go-live and commencement of hypercare and post-go-live support.

Post-Go-Live: Twenty-four (24) months of support from production go-live and twenty-four (24) months of warranty from final acceptance.

11.2 Delivery Controls and Approval Gates

Each phase shall commence only after written approval of the preceding phase deliverables, except for expressly approved overlapping preparatory activities that do not prejudice acceptance or create rework risk.

The bidder shall identify critical dependencies on OAG and external institutions, state the required decision or interface dates, and provide mitigation and fallback arrangements.

Any proposed acceleration, overlap or alternative sequencing shall preserve the Month 1 Inception Report, Month 2 SRS/System Requirements Validation, Month 3 Architecture and Design baseline, pre-go-live training requirement and overall twelve-month implementation deadline.

Implementation acceptance shall remain subject to satisfaction of all contractual acceptance criteria and shall not occur merely because the twelve-month implementation period has elapsed.

12. DELIVERABLES, MILESTONES, ACCEPTANCE AND PAYMENT

Acceptance shall be evidence-based and shall be read together with the Minimum Module Acceptance Criteria in Annex J. Where a module-specific criterion in Annex J supplements a milestone acceptance condition in this section, both shall apply.

PHASE 1: INCEPTION AND MOBILIZATION (10% of contract value)

Deliverable 1: Approved Inception Report, submitted within the first month of contract signing. The report shall include the delivery methodology, governance arrangements, detailed twelve-month implementation work plan, resource plan, risk register, quality plan, communication plan and dependency register.

PHASE 2: Business Process Reengineering (BPR) report, SRS AND SYSTEM REQUIREMENTS VALIDATION (10% of contract value)

Deliverable 2: Approved BPR Report, Software Requirements Specification (SRS) and System Requirements Validation Report, completed by the end of Month 2. The deliverable shall confirm the functional, non-functional, statutory, data, integration, security, reporting and operational requirements and the validated workflows that form the development baseline.

PHASE 3: SYSTEM ARCHITECTURE AND DETAILED DESIGN (10% of contract value)

Deliverable 3: Approved System Architecture and Detailed Design, completed by the end of Month 3, including application, data, integration, security, infrastructure, mobile, BI, deployment, disaster-recovery and transition architecture, prototypes and interface specifications.

PHASE 4: DEVELOPMENT AND CONFIGURATION (20% of contract value)

Deliverable 4: Complete coding, configuration and unit-tested build of the approved modules during Months 4-7, including the Marriage Master Database, Divorce Master Database, all marriage registration modules, Registrar of Adoption Services module and Adopted Children Register, minister-of-faith management, payments, notifications, mobile capability, BI dashboards, administration, audit, configurable workflows and rules.

PHASE 5: INTEGRATION AND DATA MIGRATION (10% of contract value)

Deliverable 5: Completed integrations and data-migration execution during Months 7-9, including eCitizen SSO and approved eCitizen data migration, Government Paybill 222222, IPRS, Registrar of Societies, EDRMS, Judiciary, OAG Legal Case Management System and approved NGAO interfaces (if available). Where an external agency's production interface is not available for reasons outside the Contractor's control, the integration shall be accepted for this phase on successful demonstration against the agency's sandbox or an approved test stub, with production activation completed once the dependency is resolved, as recorded in the Integration Dependency Register.

PHASE 6: TESTING, SECURITY ASSURANCE, UAT AND TRAINING (10% of contract value)

Deliverable 6: Completed system, integration, performance, security, accessibility and legal-compliance testing, UAT, defect remediation and all required user and administrator training during Months 9-11. Training shall include all Marriage Officers, currently estimated at approximately one hundred (100) staff and scalable as new offices open, together with designated Registrar of Adoption Services users and administrators. All training shall be completed before production go-live.

PHASE 7: PILOT, ROLLOUT AND GO-LIVE (10% of contract value)

Deliverable 7: Pilot, rollout readiness, cutover rehearsal and production go-live by the end of Month 12, followed by implementation availability across all forty-seven (47) counties. All critical readiness conditions, integrations, migration, training and acceptance prerequisites shall be completed before go-live. The contractor shall bear its own personnel, travel, accommodation, subsistence and related costs for activities requiring travel to any county or OAG service location.

PHASE 8: STABILIZATION AND FINAL ACCEPTANCE (20% retention)

Deliverable 8: Production stabilization, completion of technical handover, delivery of source code and final documentation, closure of critical and high-priority defects, final reconciliation and formal implementation acceptance. Post-go-live support shall continue for twenty-four (24) months from go-live, and the warranty shall remain in force for twenty-four (24) months from final acceptance.

Final contract closure shall be subject to successful completion of all applicable exit and transition obligations, including approval of the Exit Transition Readiness Report by ICT Authority, working in collaboration with OAG.

13. WARRANTY, SUPPORT, MAINTENANCE AND SUSTAINABILITY

13.1 Warranty Period

- The solution shall have a twenty-four (24) month warranty period from the date of final system acceptance.
- During warranty: Address all bugs and provide minor enhancements, as defined and capped in the approved SRS, at no additional cost
- *Detailed SLA for response and resolution times:*
    - Critical issues (system down): 2-hour response, 4-hour resolution
    - High priority issues (statutory compliance failures): 4-hour response, 24-hour resolution
    - Medium priority issues: 8-hour response, 3-day resolution
    - Low priority issues: 24-hour response, 7-day resolution

13.2 User Support and Helpdesk

The vendor shall provide twenty-four (24) months of post-go-live support, including a multichannel helpdesk for citizens and authorized officials. Channels shall include a support portal and at least telephone and email support, with ticket reference numbers, categorization, ownership, escalation, status notifications and closure confirmation. Warranty obligations shall continue for the full twenty-four (24) month warranty period.

The helpdesk shall maintain a searchable knowledge base and produce monthly reports covering ticket volumes, service categories, response and resolution performance, recurring issues, user satisfaction and outstanding risks. Helpdesk service levels shall align with the incident priorities and resolution targets in the warranty and support section.

All proprietary software licences, subscriptions, certificates, middleware, database licences, security tools, monitoring tools and other third-party software required for the complete operation of the solution shall be included in the bid price and paid upfront by the contractor for twenty-four (24) months after go-live. No mandatory software component required for normal operation shall create an unpriced post-award cost to the Purchaser or Client during this period.

13.3 Sustainability and Knowledge Transfer

- Documented handover process for all system components
- Training of minimum 7 OAG staff as certified system administrators

- Source code documentation meeting industry standards
- Complete system architecture and integration documentation
- Regular knowledge transfer sessions throughout project lifecycle
- Statutory form maintenance guide
- Legal compliance maintenance procedures

13.3.1 Technical Knowledge Transfer

The vendor shall deliver structured, hands-on technical knowledge transfer to designated OAG ICT personnel before go-live. The programme shall cover system administration, application support, database administration, infrastructure administration, cybersecurity administration, identity and access management, API management, backup and recovery, monitoring, troubleshooting, release management, configuration management, performance management and disaster recovery.

Technical knowledge transfer shall include instructor-led sessions, practical laboratories, supervised administration exercises, operational runbooks, configuration guides, troubleshooting guides, recorded demonstrations where approved, and competency assessments.

The vendor shall provide role-based knowledge-transfer plans and attendance, assessment and completion records. Technical handover shall not be accepted where designated OAG staff cannot independently perform the agreed operational tasks.

13.3.2 Business User Training

Before go-live, the vendor shall train all Marriage Officers, Registrar of Adoption Services users and other designated operational users. The current estimate is approximately one hundred (100) Marriage Officers; this number may increase as OAG opens additional offices during implementation. The bidder shall provide a scalable training approach and unit rates for any additional trainees requested by the Client.

Business-user training shall be role-based and shall include practical exercises, process simulations, user manuals, quick-reference guides, approved digital learning materials, post-training assessments and attendance records.

The vendor shall implement a train-the-trainer programme and prepare designated OAG trainers to conduct induction, refresher and post-implementation training.

The training programme shall also cover the onboarding of Chiefs and Assistant Chiefs involved in customary-marriage registration, estimated at approximately 2,427 officers, delivered through clustered sessions in coordination with OAG and the National Government Administration Officers (NGAO). The bidder shall state its delivery approach and include the cost in the bid price.

Training schedules, locations, class sizes, delivery methods and accessibility arrangements shall be agreed with OAG and shall minimize disruption to operational service delivery.

13.4 Exit Management

- 6-month notice period required for transition to new vendor or internal OAG management
- Complete documentation of all custom configurations and integrations
- Transfer of all licenses, access credentials, and cryptographic keys
- Post-handover support for 3 months during transition period

13.5 Management Dashboards, KPIs and Performance Monitoring

The system shall provide configurable, role-based management dashboards with measurable Key Performance Indicators (KPIs) for monitoring service delivery, operational efficiency, compliance, revenue, system performance and management outcomes.

At SRS stage, the Contractor shall work with OAG to define and document a KPI Catalogue specifying, for each KPI, its definition, calculation method, data source, baseline where available, target or threshold where applicable, reporting frequency, responsible business owner and permitted user roles.

At a minimum, the dashboards shall support measurement of:

- number of applications received, processed, approved, returned for clarification and declined, by service, marriage type, office/region and period;
- average and median processing time by service and workflow stage;
- percentage of transactions completed within prescribed or approved service timelines;
- pending applications and ageing of pending cases;
- workflow bottlenecks, overdue tasks and exception volumes;
- certificates issued, re-issued, amended and verified;
- Ministers of Faith licences issued, renewed, amended, suspended, revoked and approaching expiry;
- adoption applications, register entries and certificates issued, subject to applicable access and privacy controls;
- transaction volumes and service uptake by service type, office/region and period;
- fees assessed, payments received, reconciliation status, failed transactions and outstanding payment exceptions;
- integration transaction success/failure rates and unresolved integration exceptions;
- data migration, reconciliation and data-quality exceptions where applicable;
- system availability, response performance, incidents and SLA compliance; and
- other statutory, operational and management indicators configured by OAG.

Dashboards shall support filtering, drill-down, trend analysis, authorised export and scheduled reporting. KPI values shall be generated from authoritative system records and shall be traceable to the underlying transactions, subject to role-based access controls and applicable privacy requirements. *OAG shall be able to configure KPI thresholds and reporting parameters without source-code modification.*

13.6 Benefit Realisation and Performance Measurement

The Contractor shall support OAG in establishing a Benefit Realisation Framework to measure the operational and service-delivery improvements resulting from implementation of the Solution.

During the SRS and requirements-validation stage, the Contractor shall establish and document available baseline measurements for the existing processes and, jointly with OAG, define measurable post-implementation targets. Where reliable baseline data is not available, the Contractor shall document the limitation and establish an approved baseline measurement methodology before Go-Live.

The Benefit Realisation Framework shall, at a minimum, measure improvements in:

- service turnaround time for key marriage, Ministers of Faith and adoption services;
- percentage of services completed digitally end-to-end, where the applicable process permits;
- reduction in manual processing, physical file handling and duplicate data entry;
- reduction in pending applications, processing backlogs and aged transactions;
- accuracy and completeness of records, including reduction in duplicate, inconsistent and incomplete records;
- payment and revenue reconciliation, including reduction in unreconciled or manually reconciled transactions;
- availability and retrieval of records, including the time required by authorised officers to locate and retrieve relevant records;
- integration effectiveness, including reduction in manual verification where approved Government integrations are operational;
- service accessibility and uptake, including transaction volumes by service, channel and office/region;
- system availability and reliability for production services; and
- user adoption and utilisation by authorised OAG officers and other approved system users.

For each benefit-realisation metric, the Framework shall identify the baseline, target, measurement method, data source, measurement frequency, responsible OAG business owner and reporting period. Metrics shall, as far as practicable, be generated from auditable system data and aligned with the approved management dashboards and KPI Catalogue.

The Contractor shall configure the Solution to support measurement and reporting of the approved benefit-realisation metrics and shall provide benefit-realisation reports at agreed intervals during the post-Go-Live support period.

Achievement of benefit-realisation targets that depend on factors outside the Contractor's control, including policy decisions, user uptake, external Government systems or third-party dependencies, shall be reported and assessed accordingly and shall not by itself constitute a system acceptance criterion, unless expressly identified as a contractual performance obligation.

13.7 Final Acceptance Criteria

Final acceptance shall occur only after OAG confirms that the solution, data, documentation, integrations, controls, training and operational arrangements satisfy the contract and approved acceptance plans.

All required functional, integration, performance, security, accessibility, disaster-recovery and user-acceptance tests shall have passed, with no unresolved critical or high-severity defect unless expressly accepted in writing by OAG.

Data migration shall have been reconciled and formally accepted; all mandatory integrations shall be operational; production monitoring, backup, recovery and support arrangements shall be active.
All required source code, repositories, credentials, documentation, configuration records, licences, technical artefacts and cybersecurity deliverables shall have been handed over and verified.
Required technical knowledge transfer and training of all Marriage Officers and other designated users shall have been completed and evidenced before go-live.
Dashboard and KPI Acceptance: The Contractor shall demonstrate that the approved KPI Catalogue has been configured and that dashboard indicators are accurately calculated from authoritative source transactions, support approved filtering and drill-down, and reconcile with underlying operational and financial records.
The hypercare and stabilization periods shall have been completed, agreed service levels achieved and the production environment formally accepted by OAG.

13.8 Project Success Criteria

The project shall be considered successful when the following outcomes have been achieved and formally verified:
All approved statutory marriage-registration, objection, certificate, amendment, minister-of-faith licensing and related Registrar workflows are operational.
The Marriage Master Database and Divorce Master Database are operational, secure, synchronized and governed as authoritative OAG repositories.
All approved structured eCitizen records have been migrated, reconciled and accepted, and the approved EDRMS integration and document-linking arrangements are operational.
eCitizen SSO, Government Paybill Number 222222, IPRS, Registrar of Societies and other mandatory approved integrations are operational.
Digital certificates and minister licences are securely issued and verifiable; the mobile application and business-intelligence dashboards are operational.
Users are trained, support arrangements are active, data-quality controls are functioning and all final acceptance criteria have been achieved.

14. BIDDER ELIGIBILITY AND QUALIFICATIONS

14.1 Mandatory Requirements

- At least two (2) contracts of similar nature and complexity in the last five (5) years, as specified in Section III.
- Core project team members with minimum 5 years' experience in digital government system development.
- Valid tax compliance certificate and proof of statutory registration.

- ISO 27001 certification or equivalent information security certification.
- Demonstrated understanding of Kenya Marriage Act 2014 and subsidiary legislation.
- Legal compliance expert on proposed team.
- Data science/IT expert on proposed team.

14.2 Preferred Qualifications

- Previous experience with family law or civil registration systems
- Partnership with local cultural consultants or anthropologists
- Experience working with multiple government agencies concurrently
- Proven experience in large-scale data migration projects
- Legal background or partnership with legal experts in family law
- Experience with foreign-marriage verification, cross-agency integration or international document-validation workflows

14.3 Submission Requirements

- Company registration certificates and tax compliance documents
- Three professional references from similar government projects
- Proof of experience with secure Government or enterprise data-centre, cloud or hybrid deployment arrangements and infrastructure migration.
- Organizational chart and CVs of proposed project team including legal compliance and data science/IT expert
- Demonstrated understanding of The Marriage (Customary Marriage) Rules 2017 in proposal
- Legal compliance approach document

15. PRACTICAL SOLUTION DEMONSTRATION

As part of the technical evaluation, bidders that meet the minimum technical responsiveness threshold may be invited to conduct a practical demonstration of their proposed solution. The demonstration may use the bidder's existing solution, configurable platform or a comparable implementation, provided the bidder clearly explains how the demonstrated capability will be configured or implemented for OAG. Bidders shall not be required to develop a bespoke prototype specifically for this procurement. OAG shall issue the same scenarios, instructions and scoring criteria to all invited bidders in advance.

The demonstration shall assess the bidder's understanding of the business requirements, maturity of the proposed platform, usability, configurability, integration readiness, security, auditability and suitability of the implementation approach. Demonstration claims shall be supported by live system evidence and

shall not rely solely on presentation slides or prerecorded material, except where OAG expressly permits supporting material.

Scenario	Content
1	Straight-through marriage registration: submission of a complete and compliant application on the citizen channel, followed by automated intake without re-keying, automated identity and payment verification, automated rule evaluation, automated certificate generation and signature, automated notification of the applicant, third-party verification of the issued certificate, and the audit trail showing which steps were performed by the system and which by a person. The bidder shall complete this scenario without an officer touching the case.
1A	The same application submitted with a curable deficiency: automated detection of the specific deficiency, automated request to the applicant stating what is required, automated resumption on receipt of the correction, and routing to an officer only where the applicable rule requires judgement — with the facts and the rule presented to that officer.
2	Minister of Faith registration and licensing: registration, validation against Registrar of Societies information, approval, licence issuance, renewal, and suspension or cancellation controls.
3	Historical record and document retrieval: searching for a historical marriage record; retrieving or securely referencing its digitised document from the EDRMS; issuing a certified copy through the digital channel; online verification of a certificate by a third party; and treatment of an incomplete, unmatched or conflicting record through the exception queue.
4	Divorce and legal case linkage: registration of a divorce decree or court order, linkage to the corresponding marriage record, synchronised update and endorsement of the marriage status, and linkage to the Legal Case Management System where litigation applies.
5	Administration, mobile and reporting: configuration of fees, workflows or notifications without source-code change; mobile capability including offline operation; executive dashboards; and security and audit reporting.
6	Registrar of Adoption Services: end-to-end adoption registration for a Client-selected category, including application, category-specific checklist, Counsel review, clarification, approval, payment confirmation, register entry, certificate generation, Registrar General approval and signature, notification, verification and controlled re-issuance.

16. EVALUATION AND QUALIFICATION CRITERIA

16.1 Evaluation Methodology

Bids shall be evaluated in the following stages:

Stage	Evaluation Method
1. Preliminary and Mandatory Qualification	Pass/Fail
2. Mandatory Technical Compliance	Pass/Fail
3. Detailed Technical Responsiveness	Pass/Fail
4. Financial Evaluation	Lowest evaluated cost

Only bids that pass the preliminary, mandatory qualification and mandatory technical compliance requirements shall proceed to the Detailed Technical Responsiveness assessment. The criteria in Sections 16.4 and 16.5 shall be used to determine whether a Technical Proposal is substantially responsive. Marks indicate relative importance only and shall not be used to rank Bids. In case of conflict, Section III prevails.

16.2 Preliminary and Mandatory Qualification - Pass/Fail

The following shall be evaluated on a Pass/Fail basis:

1. Properly completed and signed Letter of Bid.
2. Valid Power of Attorney or prescribed authorization of the signatory.
3. Valid Bid Security as required in the bidding document.
4. Eligibility, nationality and statutory company registration documents.
5. Valid Tax Compliance Certificate.
6. No conflict-of-interest declaration.
7. Joint Venture Agreement or Letter of Intent, where applicable.
8. Audited financial statements for the last three (3) financial years.
9. Minimum annual turnover and financial capacity specified in the bidding document.
10. At least five (5) years experience in development, implementation, integration, deployment and/or support of information systems.
11. Successful completion of at least two (2) information-system assignments of similar nature, scope and complexity within the last five (5) years, each with the minimum value specified in Section III.
12. Completion certificates, operational acceptance certificates or equivalent client evidence for the qualifying assignments.
13. Disclosure of material subcontractors, implementation partners and proprietary or third-party software/components.
14. Evidence of authorization to supply, implement and support proprietary components, where applicable.
15. Adequate implementation and support capacity in Kenya.
16. Proposed core project team meeting the minimum qualifications specified in the bidding document.

17. Failure to satisfy a mandatory requirement may render the bid non-responsive in accordance with the applicable procurement rules.

16.3 Mandatory Technical Compliance - Pass/Fail

The Bidder shall demonstrate compliance with all mandatory functional, statutory, technical, integration, cybersecurity, privacy, data migration, hosting, performance, accessibility, implementation, documentation, training, warranty and support requirements contained in this TOR.

The Bid Response Table shall be the primary technical compliance schedule. A response stating only "Comply" or "Yes" without an adequate explanation and reference to the relevant section of the technical proposal shall not be sufficient evidence of compliance. Material deviation from a mandatory requirement may render the bid technically non-responsive.

16.4 Technical Evaluation

Technical evaluation shall be on a pass/fail basis against the criteria in Section III, using the Bid Response Table. Failure to meet any mandatory criterion shall result in the Bid being rejected as substantially non-responsive

16.5 Practical Solution Demonstration

Substantially responsive bidders may be required to demonstrate the proposed solution using common scenarios issued by OAG. The demonstration may cover:

End-to-end Marriage Registration.
Minister of Faith Registration and Licensing.
Historical Record and EDRMS Retrieval.
Divorce and Court Case Linkage.
Administration, Mobile Capability and Business Intelligence.
Registrar of Adoption Services.
The demonstration shall validate claims made in the technical proposal and shall not constitute a separate additional scoring criterion. OAG shall apply the same demonstration scenarios and validation requirements to all invited bidders.

16.6 Financial Evaluation

Only substantially responsive Bids shall proceed to financial evaluation. Financial evaluation shall consider the evaluated bid price and all mandatory recurring costs required to operate and support the solution during the evaluation period.

The Contract shall be awarded to the Bidder whose Bid is substantially responsive and has the lowest evaluated cost, in accordance with Section III.

16.7 Due Diligence / Post-Qualification

Before award, the Purchaser may verify material information submitted by the bidder, including:

- Similar assignments and client references;
- Completion or operational acceptance certificates;
- Qualifications of proposed key personnel;
- Subcontractors and implementation partners;
- Software licensing and recurring costs;
- Technical claims made in the proposal; and
- Other material information relevant to successful contract performance.

Material misrepresentation or failure to substantiate a material claim may result in rejection in accordance with the applicable procurement rules.

17. FINANCIAL PROPOSAL AND PRICING REQUIREMENTS

Vendor must provide detailed cost breakdown including:

Mandatory Pricing Transparency: The financial proposal shall use the prescribed pricing schedule and separately disclose one-time development of the modules, eCitizen data migration, integrations, licenses, third-party services, training, 2 years post Go-Live support, two-year warranty and taxes. Hosting infrastructure provided by Government under Section 1.3 shall not be priced. Scanning, OCR, bulk indexing and historical-record digitization shall not be priced under this procurement. Assumptions, exclusions, dependencies and any pass-through charges shall be stated explicitly.

17.1 Development Costs

- Costs by module (Customary Marriage, Civil Marriage, Christian Marriage, Hindu Marriage, Islamic Marriage, Divorce, Objection Management, Offence Prevention)
- **Statutory Form Implementation:** Separate cost for implementing all 8 forms (CM 1-8)
- **Offence Prevention System:** Additional cost for statutory offence validations
- **Objection Management:** Workflow implementation costs
- User interface design and development
- Database design and implementation
- Integration development costs per external system
- **Polygamy Management Development:** Additional complexity costs for tracking multiple marriages
- **Conversion Process Development:** Section 8 implementation costs

17.2 Implementation Costs

- Data migration costs (assessment, cleansing, migration)
- Testing costs (unit, integration, UAT, performance, legal compliance)
- Deployment and configuration costs
- **Chief Verification Integration:** Costs for NGAO system integration for Form CM 8
- **Court Integration:** Costs for court system integration for decree delivery
- **Foreign Marriage Verification: Costs for approved embassy, consular or foreign-document verification interfaces where formally available**

17.3 Training Costs

- Training program development
- Trainer costs for ICT administrators, marriage officers, legal practitioners, records personnel, Chiefs and other approved user groups
- Training materials development (English, Swahili)
- Venue and logistics for training sessions

17.4 Support and Maintenance

- Twenty-four (24) months of post-go-live support costs; twenty-four (24) month warranty obligations shall be included in the bid.
- Projected Year 3-5 maintenance costs
- Cost model for ongoing enhancements and changes
- Legal compliance maintenance costs

17.5 Exit Management, Transition and Readiness Testing

The Contractor shall ensure an orderly and complete transition of the Solution to OAG, ICT Authority or an authorized successor service provider upon completion, expiry or termination of the Contract, without disruption of services, loss of data or unreasonable dependency on the Contractor.

The Contractor shall prepare and maintain an Exit and Transition Plan, which shall be updated throughout the Contract and finalized before the end of the post-go-live support period or other contractual exit.

Prior to contract closure, the Contractor shall conduct an Exit Transition Readiness Test, jointly with OAG and ICT Authority, to demonstrate that the Solution can continue to be operated, administered, maintained, supported, restored and, where applicable, redeployed without unreasonable dependency on the Contractor.

The Exit Transition Readiness Test shall, at a minimum, verify and demonstrate:

- transfer of current source code, configuration files, deployment scripts, database schemas, data models, API/interface specifications and other applicable technical artefacts to approved repositories;
- completeness and accuracy of system, architecture, integration, database, security, administration, operations and user documentation;
- ability to install, configure, deploy and restore the Solution using the documentation and artefacts handed over;
- successful backup restoration and applicable disaster-recovery procedures;

- controlled handover of applicable administrative accounts, credentials, certificates, keys and access arrangements;
- completeness of third-party software, libraries, licences, subscriptions and dependencies, including applicable ownership, renewal and expiry information;
- completeness of the Software Bill of Materials (SBOM) and applicable third-party dependency records;
- ability to export and transfer applicable data, documents, audit records, logs and configuration information in agreed open or documented formats;
- status and handover of outstanding incidents, defects, changes, risks, integration dependencies and support obligations;
- completion of required knowledge transfer to designated OAG and ICT Authority personnel;
- ability of designated technical personnel to perform agreed routine system administration, deployment, backup, restoration and support activities using the transferred documentation and tools; and
- absence of undisclosed technical, licensing or proprietary dependencies that would prevent OAG or ICT Authority from operating, maintaining, enhancing or transitioning the Solution.

The Contractor shall document the results in an Exit Transition Readiness Report, including tests performed, evidence provided, results, outstanding issues, responsible parties and agreed corrective actions.

Any material deficiency identified during exit testing that relates to an existing contractual obligation shall be corrected by the Contractor at no additional cost before exit acceptance.

Successful completion of the Exit Transition Readiness Test and approval of the Exit Transition Readiness Report by ICT Authority, working in collaboration with OAG, shall form part of the requirements for final contract closure and release of the Contractor from applicable transition obligations.

17.6 Miscellaneous

- Travel and accommodation costs if applicable
- Cultural consultation costs
- Legal compliance verification costs
- Court liaison costs
- Foreign-marriage verification and coordination costs, where applicable
- Any other direct costs

18. PROPOSAL SUBMISSION REQUIREMENTS

18.1 Proposal Submission

- Closing date for submissions: As specified in the Bid Data Sheet
- Submission address: As specified in the Bid Data Sheet
- Bids shall be submitted in hard copy with a flash drive, as set out in ITB 21 and the BDS.

18.2 Required Documents

1. Technical Proposal detailing approach, methodology, and team with specific attention to statutory form implementation
2. Financial Proposal with detailed cost breakdown including statutory compliance features
3. Company registration certificates and compliance documents
4. CVs of proposed project team including legal compliance expert
5. Three reference letters from previous similar government projects
6. Proof of experience with Government systems and secure data-centre, cloud or hybrid hosting
7. Proposed project timeline with milestones
8. Risk management plan
9. **Statutory Compliance Plan:** Detailed approach to implementing The Marriage (Customary Marriage) Rules 2017 and Marriage Act 2014

18.3 Clarification Process

- Pre-proposal conference as specified in the Bid Data Sheet (ITB 8.1)
- Written questions must be submitted by the date specified in the Bid Data Sheet (ITB 8.1)
- All responses will be shared with all prospective bidders

19. BID RESPONSE AND COMPLIANCE SCHEDULE

The Bid Response and Compliance Schedule shall mirror the numbering of the Main TOR and applicable Annex requirements. Bidders shall respond to each material requirement separately and identify the proposed compliance approach and the specific page/section of the technical proposal containing supporting evidence. A general statement of compliance shall not replace a requirement-specific response where the Schedule requests separate confirmation.

- *The Bidder shall respond to every requirement below. Requirements have been separated into practical compliance items so that material capabilities may be assessed independently. Where supporting detail appears elsewhere in the proposal, the Bidder shall cite the exact page or section. The Bidder shall not restate the TOR wording as its response.*

A Yes/No/Partial declaration alone is insufficient. The Bidder shall describe how the requirement will be implemented, identify assumptions and dependencies, disclose any deviation, and provide a precise proposal cross-reference.

Requirement	Compliance	Bidder Response / Remarks
The complete development and implementation shall be delivered within twelve (12) months from contract signing.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
All required user training and technical knowledge transfer necessary for production operation shall be completed before go-live.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The contractor shall provide twenty-four (24) months of post-go-live support, included in the bid price.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The solution shall carry a twenty-four (24) month warranty from final acceptance, during which defects and warranty obligations shall be addressed in accordance with the approved service levels.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.

Requirement	Compliance	Bidder Response / Remarks
The bidder shall validate and finalize the functional, legal, data, integration, security and operational requirements with the Client and approved institutional system owners and deliver an approved Software Requirements Specification and System Requirements Validation Report as the development baseline.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The bidder shall design and develop a solution as detailed in this ToR supported by documented application, data, integration, security, mobile, business-intelligence, deployment and disaster-recovery architecture.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The bidder shall prepare all implementation strategies, plans and procedures required by the TOR, including cutover, go-live, rollback, production-readiness, business-continuity, hypercare and stabilization plans, and obtain required approvals before execution.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The bidder shall profile, map, cleanse, transform and migrate all approved structured electronic marriage-service records from eCitizen and other approved electronic datasets, preserve source traceability and manage migration exceptions. Scanning, OCR and mass digitization are excluded.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.

Requirement	Compliance	Bidder Response / Remarks
The bidder shall reconcile migrated record counts, key fields, payments, statuses and relationships, perform migration rehearsals and achieve at least 99.95% verified migration accuracy before migration acceptance.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The bidder shall execute unit, integration, system and user-acceptance testing and maintain approved test plans, test scripts, defect logs, results and remediation evidence.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The bidder shall conduct performance, security, accessibility and legal-compliance testing, including approved community validation of customary-marriage workflows and statutory forms before production acceptance.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The system shall implement the complete customary-marriage lifecycle, including applicable statutory timelines, fourteen-day public notice, registration, certificate issuance and pre-2014 customary-marriage registration.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.

Requirement	Compliance	Bidder Response / Remarks
The customary-marriage module shall implement Forms CM1-CM8, previous-marriage history, polygamy controls, witness validation, conversion tracking, NGAO verification and approved offline capability.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The system shall implement the complete civil-marriage lifecycle, including notice periods, objections and appeals, solemnization, registration and certificate issuance.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The civil-marriage module shall support Certificate of No Impediment and approved foreign, embassy or consular marriage processing in accordance with applicable law.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The system shall implement the complete Christian-marriage lifecycle, including applicable church notices, objections, licensed-minister validation, solemnization, registration, certificate issuance and foreign recognition.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.

Requirement	Compliance	Bidder Response / Remarks
The system shall implement the complete Hindu-marriage lifecycle, including authorized-officiant management, applicable ritual and legal checks, solemnization, registration, certificate issuance, conversion-related controls and record maintenance.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The system shall implement the complete Islamic-marriage lifecycle, including authorized Kadhi, Sheikh or Imam validation, applicable Islamic-law rules, solemnization, registration, certificate issuance, foreign recognition and record maintenance.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The system shall maintain an authoritative Divorce Master Database for divorce, annulment and dissolution records and link each divorce record to the corresponding marriage record.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The divorce module shall receive or validate court decrees, update and endorse marriage status without destroying historical data, manage foreign decrees and support approved Judiciary and OAG Legal Case Management System linkages.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.

Requirement	Compliance	Bidder Response / Remarks
The system shall provide end-to-end Ministers of Faith and marriage-celebrant registration and licensing, including new applications, renewals, identity validation, Registrar of Societies validation, supporting documents, payment, review, approval or rejection and digitally verifiable licence issuance.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The Ministers of Faith module shall manage expiry, suspension, reinstatement, cancellation, complaints and compliance history, public verification and validation of a celebrant's authority before a marriage transaction proceeds.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The system shall support end-to-end application and workflow management, including draft, submission, review, clarification, assignment, reassignment, maker-checker controls, escalation, approval, rejection, completion and closure.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The system shall provide work queues, pending-task views, aging and overdue-work monitoring, workload visibility, duplicate detection and controlled synchronization of authoritative marriage, divorce, objection and compliance records.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.

Requirement	Compliance	Bidder Response / Remarks
The system shall support digital objection filing, evidence capture, determination, withdrawal, statutory timelines, notifications, appeals, court linkage and reports, and shall prevent further processing while a valid unresolved objection exists.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The system shall generate, uniquely number, digitally sign and verify marriage certificates, licences, certified copies and other approved statutory outputs using secure QR codes or equivalent verification controls.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The system shall support certificate re-issue, replacement and, where legally applicable, cancellation or revocation while preserving a complete issuance and status history.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The system shall support controlled corrections, amendments and endorsements and preserve the original value, revised value, reason, supporting evidence, approving officer, date and complete audit history.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.

Requirement	Compliance	Bidder Response / Remarks
The system shall provide authorized users with advanced, privacy-controlled registry search and retrieval using appropriate identifiers, names, dates, certificate numbers, application references, marriage type, location and other approved search parameters.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The system shall assess configurable statutory fees, initiate and confirm payment through Government Paybill 222222, issue receipts and prevent duplicate charging.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The payment function shall manage pending, failed, duplicate and reversed transactions and support daily reconciliation by service, application, date and accounting reference.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The system shall issue configurable acknowledgements, requests for information, reminders, decisions, certificate-ready notices, expiry alerts and escalation messages, with delivery status and retry history where applicable.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.

Requirement	Compliance	Bidder Response / Remarks
Where applicable to service delivery, the system shall manage marriage-station, officer and solemnization appointment schedules, including booking, rescheduling, cancellation and completion status.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The system shall implement configurable offence-prevention and compliance controls including hard blocks, warnings, evidence requests, referrals and authorized overrides for statutory marriage risks, with complete audit evidence.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The system shall integrate with the selected EDRMS for approved document upload, retrieval, preview, metadata exchange, classification and retention references, version references, access-control enforcement, audit logging, reconciliation and error handling, while the EDRMS remains the authoritative repository for managed documents and records.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
Authorized OAG administrators shall manage users, roles, delegated authorities, stations, reference data and other approved administrative parameters through controlled access.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.

Requirement	Compliance	Bidder Response / Remarks
Authorized administrators shall configure statutory fees, forms, workflow stages, approval paths, business rules, statutory periods, certificate templates, notification templates, dashboard indicators and approved integration parameters through effective-dated, versioned and auditable configuration without unnecessary source-code changes.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The solution shall provide operational, management, compliance, financial and executive reports and dashboards, with role-based access, drill-down capability, configurable indicators, scheduled reporting and export to approved formats.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The mobile/field solution shall support secure device enrolment, approved online and offline capture, encrypted local storage, synchronization after interrupted connectivity, duplicate/conflict handling, QR or document verification, device revocation and complete mobile audit trails.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
Public-user authentication shall use eCitizen Single Sign-On or its approved successor Government identity service, without requiring citizens to create a separate public account for the service.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.

Requirement	Compliance	Bidder Response / Remarks
The system shall integrate with IPRS or an approved successor authoritative identity service for real-time identity verification of parties, witnesses and other approved persons.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The system shall integrate with the Registrar of Societies to validate religious-society registration and active status, registered objects or mandate, and minister affiliation, nomination or authorization, with auditable results and manual-review handling for mismatches or inconclusive responses.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The system shall integrate with the Government payment platform using Paybill 222222 for payment initiation, confirmation, receipting, exception handling, reversals and reconciliation.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The system shall integrate with Judiciary/Court systems for approved court-case, decree, annulment, divorce and status information required by the Registrar of Marriages functions.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.

Requirement	Compliance	Bidder Response / Remarks
The system shall integrate with the OAG Legal Case Management System for controlled litigation referral, case linkage, case-reference/status exchange, alerts, court-order tracking and management reporting while preserving LCMS as the authoritative litigation system.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The system shall support approved NGAO verification interfaces or controlled portal workflows for Chief and Assistant Chief confirmations, including requirements applicable to pre-2014 customary marriages.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
All integrations shall use open standards and approved APIs or secure integration mechanisms, with authentication, authorization, logging, monitoring, retry, idempotency, exception queues, reconciliation, versioning and documented fallback arrangements.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The Registrar of Adoption Services module shall support registration of Abandoned Child, Family, Offered and Foreign Adoption applications and shall present the category-specific requirements and supporting-document checklist applicable to each type.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.

Requirement	Compliance	Bidder Response / Remarks
The Adoption module shall capture applicant details, distinguish Self and Advocate applications, require an advocate letter of instruction where applicable, capture adoptive-parent details and support upload and validation of the required supporting documents.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The Adoption module shall support State Counsel review, return of an application for clarification or correction, resubmission, approval or rejection, applicant notification and prescribed fee payment and receipting after approval.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
For approved adoption applications, the system shall support entry in the Adopted Children Register, generation of the Certificate of Entry in the Adopted Children Register, approval and signature by the Registrar General, notification to the client and secure certificate printing/verification.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The Adoption module shall support re-issuance of an adoption certificate, including application, upload of the existing adoption certificate where available, affidavit of loss, review, approval, payment, certificate generation, Registrar General approval/signature, verification and client notification.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.

Requirement	Compliance	Bidder Response / Remarks
The solution shall meet the specified performance and resilience targets, including application response times, concurrent-user capacity, 99.9% monthly availability, synchronization latency, report-generation performance, scalability, reliability, backup and recovery.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The solution shall implement RBAC, MFA for sensitive and privileged access, encryption at rest and in transit, secure sessions and comprehensive audit logging.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The bidder shall provide secure configuration and hardening, vulnerability management, independent VAPT, threat modelling, incident-response procedures, software bill of materials, secure-release evidence and compliance with the Data Protection Act, applicable Government security standards and relevant ISO/IEC 27001 controls.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The solution shall be vendor-independent and free from technical, contractual, licensing or operational lock-in; complete source code, repositories, schemas, APIs, configurations, build/deployment scripts, credentials, keys, documentation and editable artefacts shall be delivered under Government control.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.

Requirement	Compliance	Bidder Response / Remarks
The solution shall provide a consistent, accessible and user-centred interface for all approved user groups, conform to WCAG 2.1 Level AA or the current Government-approved accessibility standard, reproduce statutory forms accurately and protect sensitive information.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The bidder shall specify the hosting resources the Solution requires (compute, database, storage, connectivity, backup, monitoring, security, disaster recovery) so that the Government can provision them. The cost of these resources is not to be included in the bid price	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The hosting and disaster-recovery solution shall meet an RTO not exceeding four (4) hours and an RPO not exceeding fifteen (15) minutes and shall support tested failover, failback and recovery.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The Contract Implementation Team (CIT), or Project Management Team (PMT) where that designation is used, shall manage implementation. The bidder shall comply with approved reporting, meetings, deliverable review, change control, issue management, risk management and working-group arrangements established for the project.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.

Requirement	Compliance	Bidder Response / Remarks
The bidder shall meet all mandatory eligibility and qualification requirements stated in the TOR and provide verifiable supporting evidence for company registration, tax compliance, relevant implementations, proposed personnel, legal-compliance expertise and other mandatory submission requirements.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
Where invited, the bidder shall conduct the retained practical solution demonstration using the same issued scenarios, including end-to-end marriage registration, Ministers of Faith licensing, historical-record/EDRMS retrieval, divorce and legal-case linkage, Registrar of Adoption Services processing, administration/configuration, mobile capability, BI dashboards, security and audit reporting. Demonstration claims shall be supported by live system evidence unless otherwise expressly permitted.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The vendor shall operate the required helpdesk and knowledge base during the applicable support period and meet the specified incident response and resolution service levels.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The vendor shall train all Marriage Officers, currently estimated at approximately one hundred (100) staff, with provision for growth as additional offices open, and shall complete required training before go-live.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.

Requirement	Compliance	Bidder Response / Remarks
The vendor shall provide structured technical knowledge transfer, source-code handover, operational runbooks, administrator documentation, credentials, repositories and other required handover artefacts before final acceptance.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The solution shall implement privacy and data-quality controls including data classification, DPIA support, retention and disposal, subject-access request workflows, masking/pseudonymization/aggregation, breach workflow, personal-data audit trails, duplicate detection, validation, anomaly flags and controlled correction/merge workflows.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The proposed architecture and implementation shall conform to the Government Enterprise Architecture (GEA), Government Interoperability Framework (GIF) and applicable ICT Authority standards, and the bidder shall provide the required architecture compliance matrix and architecture dossier.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The solution shall implement the data-governance, records-management and privacy-by-design requirements, preserving OAG ownership, authoritative-source boundaries, master/reference-data controls, lineage, retention, legal hold, archival, secure disposal, authenticity, integrity, provenance and chain of custody.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.

Requirement	Compliance	Bidder Response / Remarks
The vendor shall prepare and maintain the required data dictionary and information model, configuration catalogue, API and integration catalogue, records-retention and disposal schedule and associated operational artefacts in editable and reusable formats.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The bidder shall provide a complete and transparent financial proposal covering development, configuration, modules, integrations, data migration, testing, security, deployment, training, licences, third-party services, warranty, twenty-four-month post-go-live support and all other direct costs required by the TOR.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
The contractor shall implement the solution for service delivery across all forty-seven (47) counties of Kenya and shall bear its own personnel, travel, accommodation, subsistence and related costs for any project activity requiring travel to any county or OAG service location. These costs shall be included in the bid price.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.
Every implementation step and milestone completed by the contractor shall be supported by written evidence in an approved format. Every strategy, methodology, plan or procedure intended to achieve an implementation step shall be documented and, where required, approved before execution. Undocumented implementation claims shall not constitute acceptable evidence of delivery.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.

Requirement	Compliance	Bidder Response / Remarks
All proprietary software licences, subscriptions, certificates, middleware, database licences, security tools, monitoring tools and other third-party software required for normal operation of the solution shall be included in the bid price and paid upfront by the contractor for twenty-four (24) months after go-live.	Yes / No / Partial	Explain proposed implementation; cite exact proposal page/section; state assumptions, dependencies and any deviation.

ANNEX A: MANDATORY ENTERPRISE ARCHITECTURE AND ENGINEERING REQUIREMENTS

- *The requirements in this Annex are mandatory and form part of the technical specification. Where any conflict exists, the stricter requirement shall apply, subject to written clarification by OAG.*

A.1 Architecture Principles

The architecture shall be documented and governed across the following interconnected domains:

- Business Architecture: statutory services, business capabilities, actors, operating model, process ownership and service outcomes.
- Information and Data Architecture: authoritative sources, master data, metadata, data quality, lineage, classification, retention and exchange.
- Application Architecture: modules, services, interfaces, dependencies, reuse, configuration and lifecycle management.
- Technology Architecture: hosting, networks, platforms, runtime services, portability, capacity and technical standards.
- Integration Architecture: IGRP, service contracts, events, queues, orchestration, error handling and reconciliation.
- Security Architecture: identity, access, cryptography, trust boundaries, monitoring, incident response and privacy controls.
- Transition Architecture: migration states, coexistence, cutover, decommissioning, rollback and the roadmap from current to target state.

The solution shall use a modular, API-first architecture with clearly separated presentation, business service, integration and data layers.

The bidder shall propose either a modular monolith or service-oriented/microservices architecture and shall justify the choice against complexity, operating cost, security, scalability and maintainability.

All external and internal service interfaces shall be documented using OpenAPI 3.x or an equivalent open standard.

The design shall avoid proprietary lock-in and shall support deployment at Konza National Data Centre or any other OAG-approved Government data centre, cloud or hybrid environment. The vendor shall provide all deployment automation, configuration, data-export and migration documentation required to transfer the solution between approved environments.

All configurable legal rules, fees, timelines, forms, approval paths and notification templates shall be externalized from application source code.

A.2 Workflow and Business Rules

The system shall include a standards-based workflow capability supporting BPMN 2.0 or an equivalent auditable workflow notation.

Workflow definitions shall be version-controlled, effective-dated and configurable by authorized administrators without source-code modification.

A business rules capability shall support decision tables, statutory timelines, fee schedules, eligibility checks, offence-prevention controls and community-specific customary parameters.

Changes to workflows or rules shall require maker-checker approval and shall create immutable audit records.

A.3 Identity and Access Management

Public-user authentication shall be provided through eCitizen Single Sign-On using the Government-approved identity federation protocols. Internal and institutional authentication shall support OAuth 2.0, OpenID Connect and SAML 2.0 where required for Government federation. The solution shall not maintain a separate citizen credential store except for technical identifiers and session data required for service delivery.

The eCitizen SSO integration shall support secure identity-claim exchange, account linking, session termination, consent where applicable, error handling and auditable authentication events.

Multi-factor authentication shall be mandatory for privileged, OAG staff, NGAO, minister and other approved institutional accounts.

Authorization shall combine role-based access control with contextual restrictions including institution, station, county, case assignment and record sensitivity.

Privileged access shall be time-bound, auditable and subject to periodic recertification.

A.4 Integration Architecture

All integrations shall pass through IGRP or approved secure integration layer with authentication, throttling, schema validation, logging and monitoring.

The integration design shall support synchronous APIs and asynchronous messaging, with retry, idempotency, dead-letter handling and reconciliation controls.

No production integration shall depend on manual file exchange unless approved as a documented fallback mechanism.

The eCitizen integration shall support both operational service access through SSO and controlled migration of approved historical electronic records from the existing marriage-service implementation.

The Government Paybill 222222 integration shall support payment initiation, confirmation callbacks or polling, transaction-status inquiry, receipt generation, reversal handling, settlement and daily reconciliation without storing card, mobile-money or banking credentials in the marriage system.

The bidder shall provide interface control documents, data dictionaries, sequence diagrams, test stubs and operational runbooks for each integration.

A.5 DevSecOps and Source Code Control

All source code, infrastructure-as-code, database scripts, build pipelines, deployment scripts and configuration shall be maintained in a Government-controlled version-control repository.

The delivery pipeline shall include code review, software composition analysis, secrets scanning, static application security testing, automated testing and controlled promotion across environments.

Production releases shall be reproducible from tagged source code and approved artifacts.

The bidder shall deliver complete build instructions, dependency inventories and software bills of materials.

A.6 Digital Certificates and Verification

All certificates and certified extracts shall support tamper-evident digital signing and public verification through a secure QR code or verification reference.

Cryptographic keys shall be managed through an approved key-management or hardware security module solution, with documented rotation, backup and revocation procedures. The bidder shall state whether it will use Government-provided trust and key-management services or supply its own key-management or hardware security module component; any component it supplies shall be included in the bid price.

The verification service shall disclose only the minimum information necessary to confirm authenticity and status.

A.7 Observability and Operations

The system shall provide centralized logs, metrics, traces, service-health dashboards and security event forwarding.

Operational alerts shall cover availability, performance, queue backlog, failed integrations, unusual access, certificate-generation failures and data-synchronization exceptions.

Monitoring data shall be retained for a period agreed with OAG and shall be accessible to authorized Government administrators.

A.8 Government Enterprise Architecture and Standards Conformance

The solution, all project artifacts and all implementation practices shall conform to the current Government Enterprise Architecture (GEA), Government Interoperability Framework (GIF), ICT Authority Systems and Applications Standard, Information Security Standard, Data Centre Standard, Cloud Computing Standard where applicable, Electronic Records and Data Management Standards, Digitization of Public Records Standard, IT Governance Standard and the Kenya accessibility standard for ICT products and services, including any formally issued successor standards applicable during the contract period.

The bidder shall submit a Government Architecture Compliance Matrix mapping each applicable ICT Authority principle and control to the proposed business, data, application, integration, security and technology architecture, together with evidence of compliance and any requested exception.

The bidder shall prepare and maintain the minimum architecture artifacts required by OAG and ICT Authority, including business capability and process models, application portfolio and component diagrams, data models and data-flow diagrams, integration catalogues, security architecture, deployment topology, technology standards profile, disaster-recovery architecture and transition roadmap.

The architecture shall be reviewed at inception, detailed design, pre-production and final acceptance. No material deviation from the approved architecture baseline shall be implemented without a documented impact assessment and written approval through the project governance process.

Any requested exception from an applicable Government ICT standard shall be explicitly identified by the bidder, justified, risk-assessed, accompanied by compensating controls and submitted for formal approval by the competent Government authority. Silence shall not constitute an approved exception.

The vendor shall support OAG in obtaining any required ICT Authority technical review, architecture assurance, standards compliance assessment or project approval, and shall remediate identified non-conformities at no additional cost where they arise from failure to meet the TOR or approved design.

Final acceptance shall require an approved architecture dossier, updated compliance matrix, evidence of resolved findings and confirmation by the designated OAG architecture and governance authorities that the deployed solution conforms to the approved Government architecture baseline.

A.9 Master and Reference Data Governance

The Solution shall implement controlled governance of master and reference data to ensure consistency, accuracy, integrity and traceability across all modules and integrations. OAG shall remain the business owner and approving authority for master and reference data maintained within the Solution. Where

data originates from an authoritative external Government system, that system shall remain the authoritative source and the Solution shall not create or maintain a competing master record.

During requirements validation and solution design, the Contractor shall identify and document the key master and reference data domains and their authoritative sources. These shall include, where applicable, service types, marriage types, offices, roles, workflow statuses and parameters, document types, fee schedules, licence categories, notification templates and other approved classifications.

The Solution shall:

- provide authorised OAG administrators with controlled facilities to create, amend, activate, deactivate and maintain configurable master and reference data **without source-code modification**;
- apply role-based access controls and maker-checker approval to sensitive or material changes;
- maintain effective dates and version history for changes to fees, statutory parameters, classifications and other controlled reference data;
- maintain a complete audit trail showing the previous value, new value, user, date and time, approval and reason for change;
- preserve historical values necessary to interpret completed transactions and prevent unauthorised deletion or alteration;
- implement appropriate validation, duplicate detection and data-quality controls; and
- ensure integrations use approved identifiers and authoritative data sources to minimise duplication, inconsistency and conflicting records.

The Contractor shall prepare and maintain a **Master and Reference Data Register** identifying, at a minimum, each data domain, authoritative source, business owner, system of record, applicable validation rules, permitted administrators and change-approval requirements. The Register shall be reviewed and approved by OAG during the SRS/Solution Design stage and updated where necessary throughout implementation.

Acceptance shall require demonstration that the approved master and reference data domains, authoritative sources, access controls, validation rules, maker-checker controls, effective dating, versioning and audit trails have been correctly configured in accordance with the approved Master and Reference Data Register.

ANNEX B: DATA GOVERNANCE, RECORDS MANAGEMENT AND PRIVACY BY DESIGN

B.1 Data Governance

OAG shall remain the data owner and shall designate business and technical data stewards.

The solution shall maintain controlled master and reference data for locations, marriage types, communities, marriage stations, fees, statuses, statutory forms and locally governed operational classifications. The Registrar of Societies shall remain the authoritative source for religious society registration, status, constitution, objects and related society information. The marriage system may retain only the minimum synchronized reference attributes, validation results and time-stamped evidence required for operations, audit and historical transaction integrity; it shall not create or independently maintain a competing religious society master register.

Data lineage shall be documented from source through transformation, storage, reporting and disclosure.

Duplicate detection and resolution shall use documented match rules and maker-checker approval.

B.2 Records Lifecycle

The bidder shall implement retention, legal hold, archival and secure disposal controls aligned with approved Government records schedules and applicable law.

Electronic records shall preserve authenticity, integrity, provenance, version history and chain of custody.

No record shall be physically deleted solely through an end-user interface; disposal shall follow an approved, auditable process.

B.3 Privacy by Design

The bidder shall support completion of a Data Protection Impact Assessment before go-live and before material changes to high-risk processing.

Personal data shall be minimized by role and purpose; highly sensitive records shall use additional access justification and monitoring.

Reporting datasets shall support masking, pseudonymization and aggregation.

Data-subject request workflows shall support intake, identity verification, case tracking, redaction, approval and response logging.

ANNEX C: DATA DICTIONARY AND INFORMATION MODEL

C.1 Purpose and Requirement

The Contractor shall develop, document and maintain a comprehensive Data Dictionary covering the data entities, data elements, master data, reference data and key transactional data used by the Solution.

The Data Dictionary shall be developed during the SRS and Solution Design stages, reviewed and approved by OAG, and maintained throughout development, integration, data migration, testing, deployment and implementation.

The Data Dictionary shall remain aligned with the approved SRS, data model, APIs and integrations, Master and Reference Data Register, Configuration Catalogue and Requirements Traceability Matrix (RTM).

The Marriage System shall remain the authoritative source for structured OAG marriage-service records, while external Government systems shall remain authoritative for the data they own.

Accordingly, the Data Dictionary shall clearly identify the authoritative source/system of record for each applicable data element and distinguish between data mastered by OAG and data received, referenced or validated from external systems.

C.2 Minimum Data Dictionary Structure

At a minimum, the Data Dictionary shall contain the following information for each applicable data element:

Field	Required Information
Data Domain / Module	Applicable functional area, e.g. Marriage, Divorce, Ministers of Faith, Adoption, Payments.
Entity / Object	Business or logical entity to which the data belongs.
Data Element / Field Name	Unique name of the data element.
Business Definition	Clear meaning and intended business use.
Data Type / Format	String, number, date, Boolean, code, document reference, etc.
Length / Precision	Applicable size, length or precision.
Mandatory / Optional	Whether the element is required.
Validation / Business Rule	Applicable validation, format, range, dependency or business rule.
Permitted Values / Reference Source	Controlled values, code list or master/reference-data source.
Authoritative Source / System of Record	OAG or external authoritative source.
Data Classification	Applicable security/sensitivity classification.
Personal/Sensitive Data Indicator	Whether the element contains personal or sensitive personal data.
Access / Role Restriction	Applicable role-based access restrictions.
Integration / API Mapping	Relevant external-system/API field mapping.
Retention / Disposal Reference	Applicable approved retention/disposal requirement.
Audit Requirement	Applicable creation, modification, access or other audit requirements.
Remarks	Other relevant implementation information.

C.3 Data Governance and Control

The Contractor shall ensure that:

data definitions are consistent across modules, integrations, databases, reports and APIs;
authoritative sources are identified and competing master records are not created where an approved authoritative Government source exists;
identifiers, relationships, keys and dependencies necessary to understand the data model are documented;
master and reference data are linked to the approved Master and Reference Data Register;
validation rules and permitted values are consistent with approved business and statutory rules;
personal and sensitive data are appropriately classified and subject to applicable access and privacy controls;
integration mappings identify the source and destination data elements and applicable transformation or validation rules; and
changes to approved data definitions are version-controlled and traceable to the applicable requirement, configuration decision or approved change.

Where the system validates information obtained from an external authoritative Government source, the external system shall remain the master source and the Marriage System shall retain only the data and validation evidence necessary for the applicable transaction, subject to approved data-minimisation requirements.

C.4 Maintenance and Handover

The Data Dictionary shall be treated as a controlled and living project artefact and updated whenever the implemented data model, approved requirements, integrations or configurations materially change.

The final Data Dictionary shall accurately reflect the production solution and shall be provided to OAG as part of the final technical documentation and handover package in human-readable and editable/machine-readable formats.

C.5 Acceptance Requirement

Data Dictionary Acceptance: The Contractor shall demonstrate that the Data Dictionary is complete, consistent with the approved SRS and implemented data model, identifies authoritative data sources, documents applicable validation and integration mappings, and accurately reflects the production Solution. Outstanding discrepancies shall be resolved before final acceptance unless otherwise approved in writing by OAG.

Cross-reference for the Main TOR

The Contractor shall develop and maintain the Data Dictionary in accordance with Annex C and submit it for OAG review and approval as part of the SRS and Solution Design documentation.

ANNEX D: CONFIGURATION CATALOGUE

D.1 Purpose and Requirement

The Contractor shall develop, configure, maintain and hand over a comprehensive Configuration Catalogue identifying all Solution parameters, business rules, reference values, templates and

administrative settings that are intended to be managed through configuration rather than source-code modification.

The Configuration Catalogue shall be developed during the SRS and Solution Design stages, reviewed and validated by the Registrar of Marriages and OAG ICT as applicable, and maintained throughout development, testing, deployment and post-Go-Live support. It shall remain consistent with the approved SRS, Data Dictionary, Master and Reference Data Register, Requirements Traceability Matrix (RTM), workflows and applicable legal and regulatory requirements.

D.2 Configuration Principle

Items designated as configurable shall, as applicable, be capable of being created, amended, activated, deactivated or otherwise administered by authorized OAG users without modification of application source code and without dependency on the Contractor for routine configuration changes.

Configuration shall be role-based and subject to appropriate authorization, maker-checker controls and approval workflows where the change can materially affect statutory processes, fees, access rights, certificates, licences, business rules or service delivery.

Configuration changes shall support effective dates, version history and audit trails showing the previous value, new value, user, date and time, approval status and reason for change.

Configuration shall not permit an administrator to override mandatory statutory or security controls unless the applicable rule has been formally changed and approved through the authorized governance process.

D.3 Minimum Configuration Catalogue

The Contractor shall prepare and maintain the Catalogue using, at minimum, the following structure. The entries below identify the principal configuration domains and are not exhaustive.

Configuration Area	Configurable Item / Example	Initial Value / Source	Permitted Rule / Control	Business Owner	Authorized Role	Approval / Audit Control
Fees and Charges	Service fees, charges, exemptions and effective dates	To be configured from approved rates	Only approved statutory/administrative rates; effective dating required	Registrar of Marriages	Authorized Administrator	Approval required; full audit trail
Workflows	Stages, routing, approval levels, delegation, maker-checker and escalation	Approved workflow/SRS	Within approved business and statutory process	Registrar of Marriages	Authorized Administrator	Approval required for material changes
Forms and Certificates	Application forms, certificates, licences and	Approved/prescribed template	Must retain mandatory statutory	Registrar of Marriages	Authorized Administrator	Approval and version control required

Configuration Area	Configurable Item / Example	Initial Value / Source	Permitted Rule / Control	Business Owner	Authorized Role	Approval / Audit Control
	approved templates		content and approved format			
Notifications	SMS, email and system notification templates, triggers and recipients	Approved templates	Approved wording and event triggers	Registrar of Marriages	Authorized Administrator	Approval as applicable; audit changes
Master and Reference Data	Service types, marriage types, offices, document types, licence categories, statuses and classifications	Approved reference values	Controlled values from authoritative/approved sources	Registrar of Marriages / relevant owner	Authorized Administrator	Controlled update; audit trail
Roles and Permissions	User roles, access profiles, privileges and segregation of duties	Approved RBAC matrix	Least privilege and approved role model	Registrar of Marriages / OAG ICT	System/Security Administrator	Approval required; security audit trail
Business and Validation Rules	Eligibility, mandatory documents, statutory checks, exception routing and validation rules	Validated SRS/legal requirement	Only legally and operationally validated rules	Registrar of Marriages	Authorized Administrator	Legal/business approval where applicable
Minister of Faith Licensing	Licence categories, statuses, validity parameters, workflow and approved	Approved licensing requirements	Within validated statutory/business requirements	Registrar of Marriages	Authorized Administrator	Approval and audit trail

Configuration Area	Configurable Item / Example	Initial Value / Source	Permitted Rule / Control	Business Owner	Authorized Role	Approval / Audit Control
	reference values					
Adoption Services	Service categories, workflow parameters, document requirements, statuses and restricted access settings	Approved adoption requirements	Within validated legal/business requirements	Authorized business owner	Authorized Administrator	Restricted configuration; approval and audit
Reporting and KPIs	Report parameters, dashboard thresholds, KPI definitions and scheduled reports	Approved KPI Catalogue	Within approved definitions and access rights	Registrar of Marriages	Authorized Administrator	Version/audit control
Service Levels and Escalations	Operational thresholds, ageing alerts and escalation parameters	Approved operational parameters	Within approved SLA/operational rules	Registrar of Marriages / OAG ICT	Authorized Administrator	Approval as applicable
Integration Parameters	Approved endpoints, non-secret identifiers, routing parameters and interface configuration	Approved integration design	No exposure of secrets; environment-specific control	OAG ICT	Integration/System Administrator	Technical approval; audit trail
Security Configuration	Password/MFA parameters where locally controlled, session	Approved security baseline	Must comply with approved security requirements	OAG ICT	Security Administrator	Restricted access; formal approval

Configuration Area	Configurable Item / Example	Initial Value / Source	Permitted Rule / Control	Business Owner	Authorized Role	Approval / Audit Control
	settings, access restrictions and logging parameters					
Retention and Disposal	Approved retention periods, triggers, holds and disposition rules	Annex H approved schedule	Only approved retention/disposition requirements	Registrar of Marriages	Authorized Administrator	Approval required; auditable
System Parameters	Numbering sequences, calendars, office settings and other operational parameters	Approved configuration baseline	Controlled ranges and validation rules	Relevant business owner / OAG ICT	Authorized Administrator	Audit trail required

D.4 Configuration Governance and Control

The Contractor shall identify each configurable item, its purpose, data type or format, permissible values or range, default or initial value, dependency, business owner, authorized administrative role, approval requirement and audit requirement.

Sensitive configuration, including access-control, security, fees, statutory rules, certificates, licences and retention rules, shall be restricted to specifically authorized roles and shall be subject to approval controls appropriate to the risk and business impact.

Configuration values shall be separated by environment where applicable. Test, UAT and training configuration shall not alter production configuration.

Secrets, passwords, private keys, tokens and other credentials shall not be stored as ordinary catalogue values. They shall be managed using approved secure credential and secrets-management controls.

The Contractor shall document dependencies between configuration items and integrations so that a configuration change does not create an uncontrolled impact on another module, interface, report or workflow.

Where a configuration change affects a validated legal or regulatory requirement, the change shall be subject to the applicable Legal and Regulatory Validation process before implementation.

D.5 Configuration Change Management

Routine configuration changes within approved parameters shall be manageable by authorized OAG users. Material changes that alter approved scope, statutory requirements, architecture, security controls or contractual deliverables shall follow the applicable governance and change-control arrangements in the TOR and Contract.

The Solution shall retain sufficient configuration history to identify the configuration in effect at a particular date and, where technically appropriate, support controlled rollback to a previously approved configuration.

D.6 Documentation, Training and Handover

The Contractor shall maintain the Configuration Catalogue as a living, version-controlled project artefact and update it whenever an approved configuration item is added, amended or retired.

The Contractor shall provide administrator guidance and practical training to designated OAG personnel on management of configurable items, including approval, audit, versioning and rollback procedures.

The final Catalogue shall accurately reflect the production Solution and shall be delivered in human-readable and editable formats as part of the system documentation and handover artefacts.

D.7 Acceptance Requirement

Before Go-Live and final acceptance, the Contractor shall demonstrate that the approved configurable items are correctly implemented; can be administered by authorized OAG users without source-code modification where required; enforce applicable authorization and maker-checker controls; maintain effective dates, version history and audit trails; and correspond with the approved SRS, Configuration Catalogue and related governance artefacts.

Main TOR Cross-Reference

Recommended clause: "The Contractor shall develop, configure and maintain the Configuration Catalogue in accordance with Annex D. Items designated as configurable shall, as applicable, be manageable by authorized OAG users without source-code modification and shall be subject to the applicable authorization, approval, version-control and audit requirements."

ANNEX E: SOLUTION AND INFRASTRUCTURE ARCHITECTURE

The diagram below presents the indicative high-level Solution and Infrastructure Architecture for the Registrar of Marriages System. It illustrates the relationship between the system's business modules, user-access channels, configuration capabilities, integration services, authoritative data repositories, document management, reporting, hosting infrastructure, security controls, governance arrangements and deployment environments.

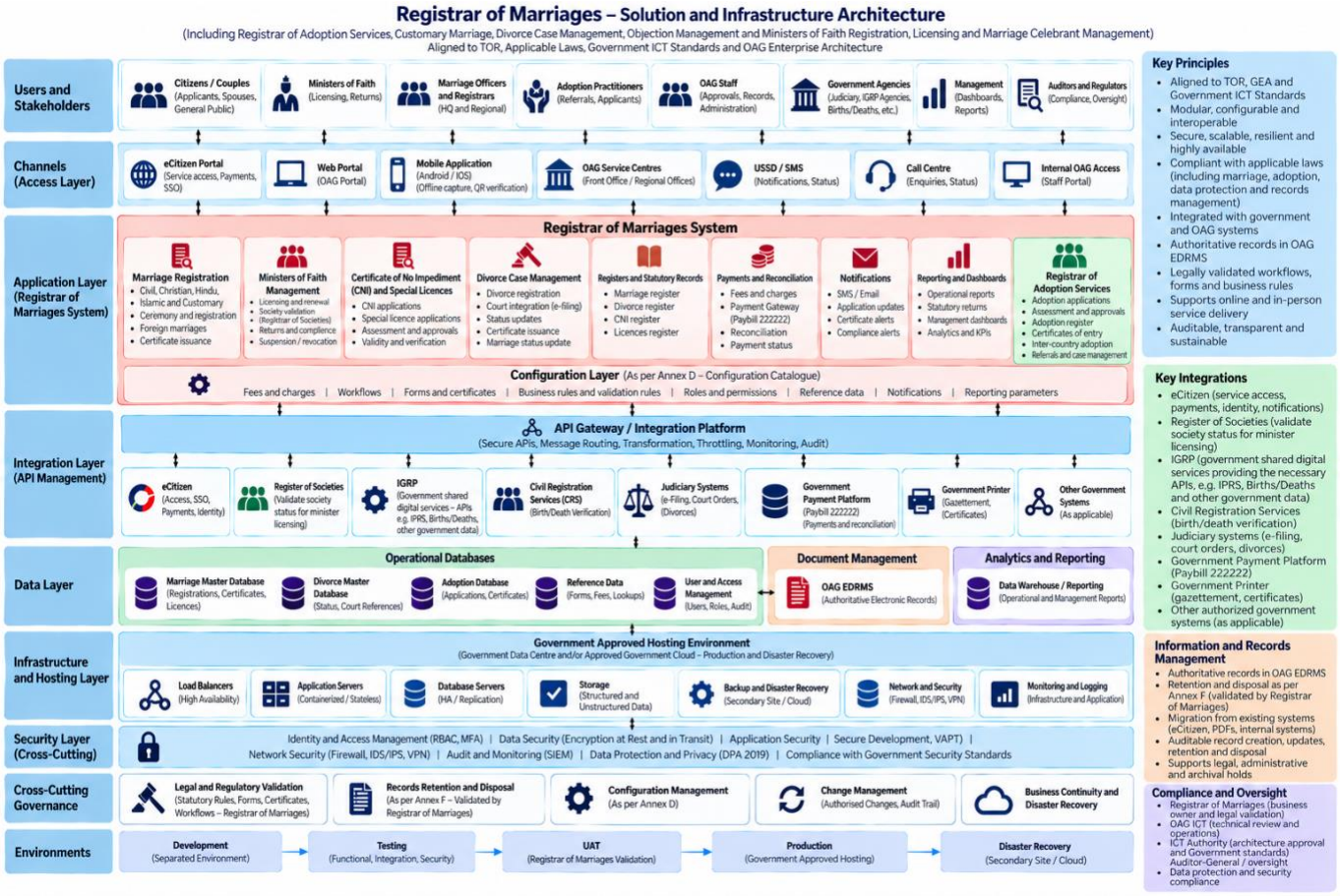
The architecture shall support the full functional scope specified in this TOR, including marriage registration services, Certificate of No Impediment, Special Licence, certified copies and searches, customary marriages, divorce registration and marriage-status updates, Ministers of Faith registration and licensing, Registrar of Adoption Services, payments, notifications, statutory registers, reporting and management dashboards.

The Solution shall provide secure API-based interoperability with applicable Government and OAG systems, including eCitizen, Registrar of Societies, Integrated Government Resource Platform (IGRP), Civil Registration Services, IPRS or the applicable Government identity-verification service, Judiciary systems, OAG Legal Case Management System (LCMS), OAG EDRMS, Government Payment Platform through Paybill 222222, NGAO where applicable, Government Printer/Kenya Gazette where required, and other approved Government services. The detailed Integration Catalogue and Integration Dependency Register requirements specified in this TOR shall govern implementation of these integrations. Where an approved Government service or API is available through IGRP, that mechanism shall be used in preference to establishing a new bilateral point-to-point integration.

The Registrar of Marriages System shall remain the authoritative system for structured marriage-service records, while external Government systems shall remain authoritative for the data they own. OAG EDRMS shall serve as the authoritative repository for managed electronic documents and records, while OAG LCMS shall remain authoritative for OAG litigation and related case-management information. Integrations shall exchange only approved and necessary data and shall maintain appropriate validation evidence, audit trails, reconciliation and controlled exception handling.

The architecture is indicative and shall not prescribe an unnecessarily restrictive physical implementation or technology stack. The Contractor shall validate and refine the logical, application, data, integration, security, infrastructure, deployment and disaster-recovery architecture during the SRS and Solution Design stages. Such refinement shall not remove, reduce or materially alter any functional, integration, security, data, interoperability or other requirement of this TOR without approval through the established change-control process.

The Contractor shall submit the detailed architecture, including applicable architecture diagrams, infrastructure sizing, deployment topology, integration specifications, security architecture, environment segregation, backup and disaster-recovery arrangements and technology dependencies, for formal review and approval. OAG, working with ICT Authority, shall provide formal architecture approval before production deployment. The Contractor shall address material architecture observations and maintain approved as-built architecture documentation reflecting the final production implementation.



ANNEX F: REGISTRAR OF MARRIAGES ~ COMPLETE SERVICE WORKFLOWS

Consolidated workflow mapping for the principal services of the Registrar of Marriages. Each workflow identifies the actors, actions, supporting systems, data and records, and applicable controls. Integration requirements are specified separately in the Integration Catalogue and Government Interoperability annex.

Design principle: The Marriage System is the OAG authoritative system for structured marriage-service records. External Government systems remain authoritative for the data they own. Integrations shall exchange only approved minimum data, retain auditable validation results and route exceptions for authorised review.

1. Civil Marriage Registration

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
1	Application / Notice	Parties; Registrar / authorised officer	Authenticate; lodge civil marriage application/notice; capture parties, intended date/place and required supporting documents.	eCitizen; Marriage System; EDRMS	Application; IDs/passports; notice details; supporting documents	Statutory notice and eligibility rules shall be legally validated and configurable.
2	Identity and Eligibility Validation	System; Registrar / authorised officer	Validate identity, age, civil status, completeness and duplicate/related records.	IPRS; Civil Registration; Marriage Master Database; Divorce Register	Identity and civil-status results; validation log	Conflicting or unavailable results route to controlled review; no silent validation.
3	Notice / Objection Period	Registrar; parties; objector where applicable	Publish/record notice as required; receive objections; suspend progression while a valid objection remains unresolved.	Marriage System; eCitizen; notifications	Notice dates; objection record; responses; decision	Statutory timelines and objection controls shall be enforced.
4	Review and Approval	Registrar / delegated officer	Review eligibility, objections and evidence; request clarification; approve or decline with reasons.	Marriage System; EDRMS	Decision; reasons; clarification history; approval trail	Maker-checker/delegation configurable; legal rules validated by Registrar.
5	Payment / Appointment	Parties; Government Payment Platform; Registrar	Assess approved fee; confirm Paybill 222222 payment; schedule ceremony/appointment where applicable.	Paybill 222222; eCitizen; Marriage System	Invoice; payment reference; appointment	Fees configurable with effective dates and audit history.
6	Solemnization and Registration	Parties; Marriage Officer; witnesses	Record ceremony details, witnesses and authorised officer; complete register entry after lawful solemnization.	Marriage System; Marriage Master Database	Parties; witnesses; date/place; officer; register entry	Only authorised marriage officers; preserve full audit trail.
7	Certificate Issuance / Closure	Registrar / Marriage Officer; parties	Generate certificate from approved register entry; sign/verify; issue securely;	Marriage System; eCitizen; EDRMS; notifications; QR/PKI where approved	Certificate; register reference; signer; issue/delivery log	Certificate traceable to authoritative register entry and payment.

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
			notify parties and close transaction.			

2. Christian, Hindu and Islamic Marriage Registration

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
1	Application / Notice	Parties; authorised celebrant; Registrar where applicable	Capture marriage type, parties, celebrant, intended ceremony details and required notice/supporting documents.	eCitizen; Marriage System; EDRMS	Application; parties; celebrant; notice; supporting documents	Workflow parameters shall reflect the applicable marriage type and legally validated rules.
2	Identity / Civil-Status Validation	System; Registrar / authorised officer	Validate identity, age, civil status, completeness and lawful impediments.	IPRS; Civil Registration; Marriage Master Database; Divorce Register	Validation results; existing status; exception log	Exceptions route to authorised review.
3	Celebrant Authority Validation	CORE	Validate the current authority of the celebrant before the marriage proceeds, including licence/authorisation status and, where applicable, the status and mandate of the associated religious society. Detailed Minister of Faith licensing processes are governed by the separate annex.	Marriage System; authorised celebrant register; Registrar of Societies integration where applicable	Authority/licence status; society status; affiliation/authorisation result; validation timestamp	Expired, suspended, revoked or otherwise invalid authority shall block completion or route the transaction to authorised review.
4	Notice / Objection / Religious Requirements	Registrar; celebrant; parties; objector where applicable	Apply applicable notice, objection and approved marriage-type requirements; record outcomes.	Marriage System; notifications; EDRMS	Notice; objection; decision; applicable declarations	System shall not hard-code unvalidated religious or legal rules; configuration subject to Registrar validation.

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
5	Solemnization	Parties; authorised celebrant; witnesses	Capture ceremony, witnesses, date/place and celebrant details; confirm lawful completion.	Marriage System	Ceremony record; witnesses; celebrant; date/place	Only validly authorised celebrants may complete the applicable workflow.
6	Registration / Return	Celebrant; Registrar / authorised officer	Submit/receive marriage return; validate completeness and link to ceremony; create authoritative register entry.	Marriage System; Marriage Master Database; EDRMS	Marriage return; register entry; source documents	Late/incomplete/inconsistent returns route to controlled exception handling.
7	Certificate / Closure	Registrar / authorised officer; parties	Generate approved certificate/output, sign/verify, issue securely and close transaction.	Marriage System; eCitizen; notifications; QR/PKI where approved	Certificate; register reference; issue log	Output remains traceable to authoritative register entry.

3. Customary Marriages

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
0	Customary Marriage Celebration	Parties; families/community participants according to applicable custom	Marriage is celebrated under the applicable customary law before registration. Registrar of Marriages does not solemnise the customary marriage.	No mandatory system transaction at celebration; NGAO may support local process where approved	Parties; customary community; date/place; customary evidence as applicable	System must not prescribe one uniform customary ceremony; applicable customs vary.
1	Preparation and Application	Parties; Applicant(s); Registrar / authorised officer; Chief/Assistant Chief where supporting registration	Authenticate; select customary marriage registration; capture parties, customary community, celebration details and required evidence; upload documents.	eCitizen; Marriage System; EDRMS; NGAO workflow where approved	Application; IDs; celebration date/place; customary community; supporting evidence	Chiefs/Assistant Chiefs may facilitate registration and local verification, particularly as service scales.

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
2	Identity, Age and Civil-Status Validation	System; Registrar / authorised officer	Validate identities, age and relevant civil status; identify inconsistencies or existing records.	IPRS; Birth Registration; Death Registration; Marriage Master Database; Divorce Register	Identity result; birth/death data where relevant; marital status; validation log	Exceptions route to authorised review.
3	Customary / Local Verification	Registrar / authorised officer; Chief/Assistant Chief; parties	Where necessary, verify celebration, community/customary circumstances or disputed facts. Obtain local confirmation through NGAO.	NGAO workflow/integration; Marriage System; notifications	Chief/Assistant Chief verification; local facts; supporting statement; dispute/exception record	NGAO remains relevant for disputes, verification and facilitation. Registrar registers but does not solemnize customary marriages since they have already taken place.
3B	Pre-20 May 2014 Customary Marriage	Parties; Registrar / authorised officer; Chief/Assistant Chief where needed	Process registration of qualifying customary marriage contracted before commencement of the Marriage Act using applicable prescribed process/evidence.	Marriage System; EDRMS; NGAO where required	Historical marriage details; prescribed declaration/evidence; verification record	Maintain this as a distinct conditional branch; applicable prescribed form/rules to be configured.
4	Registrar Review and Registration	Registrar / delegated authorised officer	Review application, validations and customary evidence; request clarification; approve or decline registration with reasons.	Marriage System; EDRMS; notifications	Decision; clarification history; approval record	Configurable approval hierarchy and maker-checker.

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
5	Payment and Register Entry	Applicant(s); Government Payment Platform; Registrar / authorised officer	Assess configurable fee where applicable; confirm payment; create authoritative marriage register entry.	Paybill 222222 / Government Payment Platform; Marriage Master Database	Payment; marriage entry; parties; customary type/community; date/place; source evidence	Fees configurable; preserve source traceability.
6	Certificate Generation and Issuance	Registrar / authorised officer; System; parties	Generate marriage certificate/registration output; sign/approve; issue securely and notify parties.	Marriage System; eCitizen; notifications; EDRMS	Certificate; register reference; signer; issue date; delivery log	Certificate must be generated from approved register entry.
7	Post-Registration Services	Parties; authorised requester; Registrar / Records Officer	Support verification, certified copies, marital-status confirmation, corrections/annotations, conversion to another form where lawful, customary dissolution record, divorce decree update and death update.	Marriage System; EDRMS; Divorce Register; Death Registration; Judiciary where applicable	Verification/copy requests; correction history; conversion; dissolution/divorce/death status	Every post-registration change must preserve historical record and legal basis.
8	Reporting and NGAO Support	Registrar; authorised OAG users; NGAO authorised users where approved	Monitor registrations, pending verifications, regional/customary trends and unresolved exceptions; support decentralised registration facilitation.	BI/reporting; NGAO workflow; Marriage System	Registration statistics; turnaround; region; exception status	Access and reports must apply privacy/data-minimisation controls.

4. Special Licence

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
1	Joint Application / Presence	Both parties; Registrar / authorised officer	Both parties present themselves; authenticate; select Special Licence; state reason; capture intended marriage details and upload documents.	Marriage System; eCitizen where applicable; EDRMS	Parties; nationality; intended date/place; reason; supporting documents	Special Licence relates to the marriage transaction; it shall not be lodged by an advocate/representative in place of the couple.
2	Identity, Lawful Stay and Capacity	System; Registrar / authorised officer	Validate Kenyan identity where applicable; review foreign-national documents, lawful presence and capacity to marry.	IPRS; Marriage System; Births/Deaths; external authority only by exception	Passport/ID; permit/residence/refugee/ETA evidence; birth certificate; marriage-capacity evidence; travel details where relevant	No routine embassy/Foreign Affairs consultation; seek clarification only where documents are doubtful.
3	Special-Licence Basis	Registrar / authorised officer	Determine and record lawful basis for special licence/dispensation and validate supporting evidence.	Marriage System; EDRMS	Reason; venue; notice status; supporting evidence	Business rules must be configurable to reflect applicable law and approved Registrar procedures.
4	Impediment / Objection Check	System; Registrar	Check existing marriage, divorce status, objections and other lawful impediments.	Marriage Master Database; Divorce Register; objection records; Births/Deaths	Impediment result; objection status; decision log	Unresolved legal impediment or objection prevents approval.
5	Registrar Review and Decision	Registrar / delegated authorised officer	Review application and evidence; request clarification where needed; approve or decline with reasons.	Marriage System; eCitizen/notifications	Decision; reasons; clarification history; approval trail	Configurable maker-checker and delegated authority.

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
6	Payment	Both parties / Applicant; Government Payment Platform	Assess configurable fee; receive payment confirmation and receipt.	Paybill 222222 / Government Payment Platform	Invoice; payment reference; amount; receipt	Fees configurable by Registrar; no hard-coding.
7	Licence Issuance and Marriage Linkage	Registrar / authorised officer; System	Generate Special Licence; link it to intended marriage transaction; issue and notify parties.	Marriage System; eCitizen; notifications	Licence number; parties; validity/conditions; linked marriage transaction	Licence must not be reusable for an unrelated marriage transaction.
8	Marriage Completion / Closure	Registrar / marriage officer / authorised celebrant; System	At marriage transaction validate licence and parties; complete registration through applicable marriage workflow; close licence case.	Marriage System; Marriage Master Database	Licence use; marriage entry; celebrant; date/place; audit trail	Preserve licence-to-marriage traceability.

5. Certificate of No Impediment to Marriage (CNI)

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
1	Application	Applicant; authorised representative/advocate only where approved for an applicant residing outside Kenya	Authenticate; select CNI; complete application; capture intended spouse details; upload required documents. Personal application is the default.	eCitizen; Marriage System; EDRMS	Application; identity/passport; birth details; intended spouse details; supporting documents	Representative lodging is an exception for applicants residing outside Kenya and must be supported by documented authority and Registrar approval.

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
2	Identity and Civil-Status Validation	System; Registrar / authorised officer	Validate identity, age, civil status and completeness; check duplicate/related applications.	IPRS; Birth Registration; Death Registration; Marriage Master Database; Divorce Register	Identity result; birth/death result where relevant; existing marriage/divorce status; validation log	Unavailable, conflicting or inconclusive results go to controlled review.
3	Impediment Checks	System; Registrar / authorised officer	Check for existing marriage and other lawful impediments; apply approved cross-database rules.	Marriage Master Database; Divorce Register; IPRS; Births/Deaths	Marital-status result; relationship/age flags where lawfully available; decision log	Registrar must be satisfied that no legal impediment exists.
4	Foreign / Documentary Review	Registrar / authorised officer	Where foreign documents are presented, review passport, lawful stay and marriage-capacity evidence. Seek external clarification only where authenticity or content is doubtful.	Marriage System; EDRMS; Immigration/embassy/competent authority only by exception	Passport; work/residence permit, refugee card or ETA as applicable; capacity-to-marry evidence; birth certificate; return travel information where relevant	No routine embassy or Foreign Affairs consultation. External verification is exception-based.
5	Clarification / Exception Review	Registrar / authorised officer; Applicant / representative	Request missing or corrected information; receive response; record reason and decision.	eCitizen; notifications; EDRMS	Clarification request; response; supporting evidence; review decision	Full audit trail; no silent override.
6	Payment and Approval	Applicant; Government Payment Platform; Registrar / delegated approver	Assess configurable fee; confirm payment; maker-checker/approval where configured.	Paybill 222222 / Government Payment Platform; Marriage System	Fee schedule; invoice; payment reference; approval record	Fees and approval hierarchy configurable by Registrar; effective dates and audit history required.

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
7	Certificate Generation and Issuance	Registrar / authorised officer; System; Applicant	Generate CNI; apply approved signature/verification control; issue securely and notify applicant.	Marriage System; eCitizen; Government SMS/email; digital signature/QR where approved	Certificate number; issue date; signer; verification reference; delivery log	Issued certificate must be traceable to approved application and payment.
8	Verification / Closure	Authorised verifier; Registrar / authorised officer	Verify certificate through approved minimum-disclosure service; close case and retain audit trail.	Marriage System; EDRMS	Verification log; case status; audit history	Do not expose unnecessary personal data through public verification.

6. Certified Copies, Register Extracts and Search

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
1	Request	Applicant / authorised requester	Authenticate; select search/certified-copy service; provide tracing details and purpose where required.	eCitizen; Marriage System	Requester; spouses; date/place; entry/certificate number; tracing details	Access must reflect applicable legal and privacy restrictions.
2	Search and Matching	System; Records Officer / authorised officer	Search authoritative structured records and linked historical records; resolve ambiguous matches.	Marriage Master Database; EDRMS; migrated historical index	Search criteria; candidate matches; source reference; audit log	Search must not alter source record.
3	Record Verification	Records Officer / Registrar / authorised officer	Verify located record against authoritative entry and official document.	Marriage System; EDRMS	Register entry; certificate/document; source metadata	Source traceability and maker-checker where configured.
4	Exception / Manual Retrieval	Records Officer / Registrar	Where no reliable electronic match exists, undertake controlled manual/historical retrieval and record outcome.	EDRMS; physical-record reference where applicable	Search notes; source location; match evidence; exception result	Negative search result must be auditable.

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
5	Payment	Applicant; Government Payment Platform	Assess configurable fee and confirm payment.	Paybill 222222 / Government Payment Platform	Invoice; transaction reference; receipt	Fees configurable by Registrar.
6	Certified Copy / Extract Generation	Registrar / delegated officer; System	Generate certified copy/extract from verified source; apply seal/signature/QR as approved.	Marriage System; EDRMS; digital signature/verification service	Certified copy; source entry; certification details; issue reference	Generated output must remain linked to authoritative source.
7	Issuance / Verification	System; Applicant; authorised verifier	Deliver securely; notify requester; support controlled verification.	eCitizen; notifications; Marriage System	Delivery log; verification log; status	Minimum disclosure in verification.
8	Closure and Reporting	Registrar / authorised users	Close request; retain audit trail and service statistics.	Marriage System; BI/reporting	Turnaround time; outcome; officer; fee; audit history	Operational reporting must not expose restricted personal data.

7. Divorce Register and Marriage-Status Update

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
1	Receipt of High Court Decree	High Court / Judiciary; Registrar of Marriages; authorised officer	Receive verified decree/order of divorce, annulment or dissolution electronically or through controlled official channel.	Judiciary e-Filing / court system; Marriage System; EDRMS	Case reference; parties; decree/order; court; date; outcome	High Court decree/order is the authority for updating the Divorce Register and marital status.
2	Court Outcome Validation	System; authorised officer	Validate source, case reference, parties and final decree/order; route discrepancies for review.	Judiciary e-Filing/API; EDRMS	Validation response; decree/order; court metadata; exception record	No status change on unverified or inconclusive outcome.

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
3	Match to Marriage Record	System; Registrar / authorised officer	Match decree to authoritative marriage entry; prevent incorrect linkage.	Marriage Master Database; IPRS where necessary	Marriage entry; parties; date/place; matching evidence	Preserve original marriage record and history.
4	Registrar Review	Registrar / authorised officer	Confirm legal and record match; approve registration of divorce/annulment/dissolution outcome.	Marriage System	Approval; officer; timestamp; reasons/notes	Configurable maker-checker/delegation.
5	Divorce Register Entry	Registrar / authorised officer; System	Create Divorce Register entry linked to the marriage and court case.	Divorce Register; Marriage Master Database; EDRMS	Divorce entry; court case; decree; linked marriage	Divorce Register remains a separate securely linked authoritative domain.
6	Marital-Status Update	System	Update status of related marriage record without overwriting historical marriage facts.	Marriage Master Database; Divorce Register	Current status; effective date; source decree; audit history	Original marriage history must remain immutable/auditable.
7	LCMS / Downstream Linkage	OAG authorised users; System	Link OAG litigation reference where OAG has a related matter; expose approved statistics/status only.	OAG LCMS; BI/reporting	LCMS reference; case status; statistics	LCMS remains authoritative for OAG litigation; Marriage System retains reference/status only.
8	Search / Reporting / Closure	Registrar / authorised users	Support restricted search, reporting, reconciliation and closure.	Marriage System; BI/reporting; EDRMS	Divorce statistics; status changes; exceptions; audit log	Access controlled due to personal/sensitive information.

8. Objection and Appeal Management

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
1	Objection Lodgement	Objector; Registrar / authorised officer	Receive objection against applicable marriage notice/application; capture grounds and supporting evidence.	Marriage System; eCitizen where applicable; EDRMS	Objector; related application; grounds; evidence	Access and disclosure controlled; objection linked to affected transaction.
2	Validation / Acknowledgement	Registrar / authorised officer	Validate completeness, standing/timeliness where applicable; acknowledge and notify affected parties as authorised.	Marriage System; notifications	Validation result; acknowledgement; notification log	Statutory timelines and privacy requirements enforced.
3	Hold on Progression	System	Place controlled hold on affected marriage workflow while valid objection remains unresolved.	Marriage System	Hold status; reason; timestamp	System shall prevent bypass except authorised, auditable legal override.
4	Review / Hearing / Clarification	Registrar / authorised officer; parties	Review evidence, receive responses/clarifications and record proceedings or determination inputs.	Marriage System; EDRMS	Responses; evidence; notes; hearing/meeting record where applicable	Complete evidentiary and audit trail.
5	Determination	Registrar / authorised decision-maker	Allow or dismiss objection; record reasons and effective date; notify parties.	Marriage System; notifications	Determination; reasons; decision date; notices	Decision authority and timelines configured according to validated law.
6	Appeal / Court Linkage	Affected party; Registrar; OAG authorised users	Record appeal/court reference where applicable; manage status and link related OAG litigation when Registrar is required in court.	Judiciary systems; OAG LCMS; EDRMS	Appeal/case reference; status; court order; LCMS reference	LCMS manages OAG court case; Marriage System retains reference/status and resulting business effect.
7	Resume / Close	System; Registrar	On final determination, release or terminate affected marriage workflow and preserve full history.	Marriage System	Final status; linked transaction; audit history	No deletion of objection or determination history.

9. Corrections, Amendments, Re-issue and Post-Registration Record Services

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
1	Request	Applicant / authorised requester; Registrar / Records Officer	Lodge request for correction, amendment, re-issue, annotation or other approved post-registration service; provide record reference and supporting evidence.	eCitizen; Marriage System; EDRMS	Request; certificate/register reference; evidence	Service availability and evidence requirements configurable subject to law.
2	Record Retrieval / Matching	System; Records Officer	Locate authoritative structured record and linked official document; resolve ambiguous or legacy matches.	Marriage Master Database; EDRMS; migrated historical index	Candidate match; source reference; document link	Source record shall not be overwritten during search/matching.
3	Legal / Documentary Validation	Registrar / authorised officer	Validate legal basis and supporting document/order; determine whether correction, amendment, annotation or re-issue is permitted.	Marriage System; EDRMS; Judiciary where court order applies	Decision; legal basis; supporting order/document	Material changes require validated authority; no silent alteration.
4	Approval / Payment	Registrar / delegated approver; applicant; Government Payment Platform	Approve request; assess fee where applicable; confirm Paybill 222222 payment.	Marriage System; Paybill 222222	Approval; invoice; payment reference	Maker-checker and fee controls configurable.
5	Update / Versioning	System; authorised officer	Apply approved correction/amendment/annotation while preserving original values, reason, authority, effective date and full history.	Marriage Master Database; EDRMS	Old/new values; reason; authority; timestamp	No destructive overwrite of historical record.
6	Output / Re-issue	Registrar / authorised officer; System	Generate amended/reissued certificate or certified output from approved record; apply verification control and issue securely.	Marriage System; eCitizen; notifications; QR/PKI where approved	New output; prior output link; issue date; verification reference	Replacement/amended output traceable to original and approved change.

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
7	Closure / Audit	Registrar / Records Officer	Close request; retain evidence, decision and audit history; include in authorised reporting.	Marriage System; EDRMS; BI/reporting	Closure status; audit log; service statistics	Reporting subject to privacy and role-based access controls.

10. Foreign and International Marriage Services

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
1	Request / Application	Applicant(s); Registrar / authorised officer	Lodge applicable foreign/international marriage service request; capture parties, jurisdiction, marriage/capacity purpose and supporting foreign documents.	eCitizen; Marriage System; EDRMS	Application; passports; foreign certificate/order; translations; supporting evidence	Service shall distinguish foreign-document review from routine domestic workflows and apply approved legal requirements.
2	Identity / Documentary Review	Registrar / authorised officer	Review identity, lawful stay where relevant, document completeness, translation and marriage-capacity evidence.	Marriage System; IPRS where applicable; EDRMS	Identity result; passport; permit/residence/refuge/ETA evidence where relevant; translated documents	Routine processing is documentary; external verification is exception-based where authenticity or content is doubtful.
3	External Verification by Exception	Registrar / authorised officer; competent authority	Where doubt exists, seek controlled clarification/verification from Immigration, embassy or other competent foreign authority.	Approved Government channel / IGRP where available; competent authority	Verification request; document reference; response; officer decision	No routine embassy or Foreign Affairs consultation; minimum necessary data only.
4	Legal / Recognition Review	Registrar / authorised legal officer	Determine whether the foreign marriage/document can be recognised, recorded or used for the requested service; record reasons and required action.	Marriage System; EDRMS; Judiciary where a Kenyan court order is required	Decision; legal basis; court/order reference where applicable	Unclear or contested legal issues route to OAG legal validation/court process as applicable.
5	Payment / Approval	Applicant; Government Payment Platform; Registrar	Assess approved fee where applicable; confirm Paybill 222222 payment; approve or decline with reasons.	Paybill 222222; Marriage System	Invoice; payment reference; decision	Fees configurable; no payment bypass where payment is required.

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
6	Registration / Certificate / Status Update	Registrar / authorised officer; System	Create approved record or status linkage, generate applicable certificate/confirmation, and preserve source traceability.	Marriage Master Database; Divorce Register where applicable; EDRMS	Register/status entry; source foreign record; output; audit trail	Foreign source remains traceable; system shall not overwrite historical marriage facts.
7	Issuance / Closure	System; applicant; Registrar	Issue approved output securely, notify applicant, close case and retain audit evidence.	eCitizen; notifications; Marriage System	Delivery log; verification log; closure status	Minimum disclosure and privacy controls apply.

11. Confirmed Cross-Cutting Business Rules and Controls

Approval and delegation: workflows shall support configurable approval levels, maker-checker controls and delegation by the Registrar of Marriages so additional authorised officers can be introduced as workload grows.

CNI representation: personal application is the default. An authorised representative/advocate may be considered for a CNI applicant residing outside Kenya, subject to documented authority, identity controls and Registrar approval.

Special Licence presence: both parties must be present. The Special Licence application shall not be lodged by an advocate/representative in place of the couple.

Foreign nationals: routine processing is based on documentary review. Evidence may include passport, work permit, residence documentation, refugee card, Electronic Travel Authorisation, marriage-capacity evidence, birth certificate and return travel information where relevant. Embassy/Immigration/other authority verification is exception-based where doubt arises.

Divorce status: a verified High Court decree/order is the authority for Divorce Register entry and corresponding marital-status update.

Customary marriages and NGAO: Chiefs and Assistant Chiefs remain important for facilitation, local verification (if all customary requirements were met) and dispute resolution. The Registrar of Marriages registers customary marriages but does not solemnize them. These are marriages that have taken place, and just needs registrations

Fees: all service fees and charges shall be configurable by authorised Registrar users, with approval, effective dates and complete audit history; no hard-coded fees.

Forms and rules: prescribed forms, templates, reference data, service rules, notification templates and approval routes should be configurable where technically appropriate, subject to legal controls.

Authoritative-source and audit control: integrations shall use approved APIs/services, minimum necessary data, full transaction logging, reconciliation and controlled manual fallback; external-system failure shall not silently validate a transaction.

Legal and procedural validation: service names, legal references, prescribed forms and effective procedures shall be validated by the Registrar of Marriages during implementation and before production Go-Live.

12. Management Dashboards, KPIs and Performance Monitoring

The system shall provide configurable, role-based management dashboards with measurable Key Performance Indicators (KPIs) for monitoring service delivery, operational efficiency, compliance, revenue, system performance and management outcomes.

At SRS stage, the Contractor shall work with OAG to define and document a **KPI Catalogue** specifying, for each KPI, its definition, calculation method, data source, baseline where available, target or threshold where applicable, reporting frequency, responsible business owner and permitted user roles.

At a minimum, the dashboards shall support measurement of:

- number of applications received, processed, approved, returned for clarification and declined, by service, marriage type, office/region and period;
- average and median processing time by service and workflow stage;
- percentage of transactions completed within prescribed or approved service timelines;
- pending applications and ageing of pending cases;
- workflow bottlenecks, overdue tasks and exception volumes;
- certificates issued, re-issued, amended and verified;
- transaction volumes and service uptake by service type, office/region and period;
- fees assessed, payments received, reconciliation status, failed transactions and outstanding payment exceptions;
- integration transaction success/failure rates and unresolved integration exceptions;
- data migration, reconciliation and data-quality exceptions where applicable;
- system availability, response performance, incidents and SLA compliance; and
- other statutory, operational and management indicators configured by OAG.

Dashboards shall support filtering, drill-down, trend analysis, authorised export and scheduled reporting. KPI values shall be generated from authoritative system records and shall be traceable to the underlying transactions, subject to role-based access controls and applicable privacy requirements. *OAG shall be able to configure KPI thresholds and reporting parameters without source-code modification.*

ANNEX G: INTEGRATION CATALOGUE AND GOVERNMENT INTEROPERABILITY

This Annex forms an integral part of the Terms of Reference and shall be read together with the Complete Registrar of Marriages Service Workflows. It defines the external Government systems, OAG enterprise systems and shared digital services required to support the automated Registrar of Marriages services.

The Contractor shall design, develop, configure, integrate, test and operationalise the interfaces specified in this Annex. Integrations shall use approved Government APIs, the Integrated Government Resource Platform (IGRP) or other designated Government interoperability mechanisms where available, and shall apply secure, purpose-limited and auditable exchange of the minimum data necessary for the relevant service.

The **Marriage System shall remain the authoritative system for OAG marriage-service records**, while each external Government system shall remain authoritative for the information it owns. An external dependency or delay shall not, by itself, remove a required integration from the Contractor's scope. OAG shall facilitate the necessary institutional engagements and approvals, while the Contractor shall remain responsible for the technical implementation, testing, security controls, error handling and operationalisation of the integrations

Integration Dependency Register requirement

Status terminology: CORE = required for principal marriage workflows; CONDITIONAL = used when the relevant transaction/exception applies; INTERNAL = OAG enterprise integration. IGRP should be used where an approved interface exists.

No.	Integration	Status	Purpose / Workflow	Minimum Data / Control	Architecture / Business Rule
1	eCitizen / Government Digital Services	CORE	Citizen authentication/SSO, applications, status tracking and approved citizen-facing delivery.	Identity/session reference; application reference; service status.	OAG Marriage System remains authoritative for OAG marriage-service data; eCitizen is not the sole repository.
2	Government Payment Platform / Paybill 222222	CORE	Assess and collect service fees; payment confirmation and reconciliation.	Invoice/reference; amount; transaction status/reference; receipt.	Fees/service codes configurable; avoid manual payment confirmation where API is available.
3	IPRS / National Identity Source	CORE	Verify Kenyan identity details for parties, applicants, ministers/officiants and authorised users where applicable.	Minimum identity attributes and validation result.	Retain validation evidence/reference, not unnecessary identity replication.
4	Civil Registration - Births	CORE	Verify birth details/age and parental particulars where lawfully necessary, including impediment checks.	Birth reference; name; date/place; parent details only where required.	Purpose-limited queries; no bulk replication.
5	Civil Registration - Deaths	CORE	Confirm death of spouse/person and update marriage-status workflows where applicable.	Death reference; identity; date of death; validation result.	Death source remains authoritative; controlled status update in Marriage System.

No.	Integration	Status	Purpose / Workflow	Minimum Data / Control	Architecture / Business Rule
6	Registrar of Societies	CORE	Validate the religious society associated with an authorised celebrant where required for marriage registration, including registered/active status, returns/compliance status, objects or mandate permitting marriage activities, and the celebrant's recorded affiliation or authorisation.	Society identifier/status; compliance/returns result; objects/mandate result; affiliation/authorisation result.	Registrar of Societies remains the authoritative source for society status and compliance; discrepancies or unavailable results route to controlled manual review.
7	Judiciary e-Filing / Court Systems	CORE	Receive/verify High Court divorce/annulment/dissolution decrees; court orders affecting marriage services; support legal outcome validation.	Case reference; parties; court; order/decree; date/status; validation result.	No marital-status change on unverified court outcome.
8	NGAO - Chiefs / Assistant Chiefs	CORE for customary; CONDITIONAL otherwise	Facilitate customary-marriage registration; local verification of celebration/customary facts; dispute/exception verification.	Officer/location; verification request/result; supporting statement; timestamp.	Retain human/local verification role even after digitisation; Registrar registers customary marriages but does not solemnise them.
9	OAG EDRMS	INTERNAL	Store/retrieve supporting documents and official electronic records across all services.	Document ID; classification; version; record link; retention metadata.	EDRMS is authoritative repository for managed documents; avoid duplicate document stores.
10	OAG LCMS	INTERNAL	Link related litigation/court matters and obtain approved case status/statistics where needed.	LCMS case reference; approved status/statistics.	LCMS remains authoritative for OAG litigation; do not duplicate full case management.

No.	Integration	Status	Purpose / Workflow	Minimum Data / Control	Architecture / Business Rule
11	Government SMS / Email Notification Services	CORE	Application, clarification, payment, appointment, decision, expiry and issuance notifications.	Recipient; template; transaction reference; delivery status.	Templates configurable; do not expose sensitive details unnecessarily.
12	Integrated Government Resource Platform (IGRP)	CORE where available	Government integration gateway for approved APIs.	Service/API identifiers; transaction references; response status.	Prefer IGRP over new bilateral point-to-point integration where an approved interface exists.
13	Government Printer / Kenya Gazette	CONDITIONAL	Publish marriage-related statutory notices or other approved notices where required by law or by the Registrar.	Approved notice; transaction/reference; publication reference/date.	Use only where publication is legally or operationally required; publication requirements shall remain configurable.
14	Digital Signature / PKI / QR Verification	CONDITIONAL / CORE by output	Sign and verify licences, certificates, certified copies and other approved outputs.	Document reference; signer; signature/QR token; verification result.	Use approved Government/OAG trust services; minimum-disclosure verification.
15	Immigration / Embassy / Competent Foreign Authority	EXCEPTION ONLY	Clarify authenticity/validity of foreign-national documents only where Registrar has doubt.	Verification request; document reference; response; officer decision.	No routine embassy or Foreign Affairs consultation. Normal workflow is documentary review, including lawful stay and capacity evidence.
16	BI / Management Reporting	INTERNAL	Operational/statutory reporting, dashboards, workload, turnaround, revenue and exception monitoring.	Approved aggregated/transaction data.	Role-based access; avoid exposing sensitive personal data in general dashboards.

1.2 Government interoperability/external-agency commitment principle

The integrations identified in this TOR shall be treated as required Government interoperability dependencies. They form part of the Government of Kenya digital ecosystem and support the Government's policy objective of interoperable digital public services. Government institutions are therefore expected to facilitate secure and authorised exchange of information necessary for delivery of the services specified in this TOR.

During inception and throughout implementation, the Contractor shall maintain an Integration Dependency Register, derived from the Integration Catalogue above. For each integration, the Register shall identify the responsible institution and OAG owner, required API or interface, technical documentation, access and credentials, test and production environment readiness, required approvals, dependencies, implementation status, target completion date, outstanding actions, risks and mitigation or fallback arrangements. The Register shall be reviewed and updated as part of regular project governance.

OAG shall facilitate institutional engagements and approvals with the relevant Government agencies. The Contractor shall be responsible for the technical work necessary to implement the integrations, including interface specifications, configuration, API development or consumption, testing, security controls, error handling and other required technical activities within the scope of the contract.

Where an approved service is available through the Integrated Government Resource Platform (IGRP) or another designated Government interoperability mechanism, the Contractor shall use that mechanism in preference to establishing a new bilateral point-to-point integration, consistent with the Integration Catalogue requirement that IGRP be used where an approved interface exists.

Where an integration cannot be completed within the planned timeframe due to technical readiness, onboarding, security, approval, interface availability or another dependency outside the Contractor's control, the Contractor shall not unilaterally remove or exclude the integration from scope. The dependency shall be recorded in the Integration Dependency Register, escalated through the project governance structure, and an OAG-approved interim arrangement implemented where necessary. The Contractor shall complete the integration once the relevant dependency is resolved.

For avoidance of doubt, external-agency dependency shall not by itself constitute removal of a required integration from the Contractor's scope. Any permanent exclusion, substitution or material change to an integration specified in this TOR shall require prior written approval by OAG through the established change-control process.

ANNEX H: RECORDS RETENTION AND DISPOSAL SCHEDULE

H.1 Purpose

The Contractor shall develop, configure and implement a comprehensive Records Retention and Disposal Schedule for all information, records and documents created, received, processed, stored or managed by the Solution.

The Schedule shall be developed during the SRS and Solution Design stages and shall be reviewed and validated by the Registrar of Marriages before the applicable retention and disposal rules are configured in the production environment.

Retention requirements shall be aligned with applicable legislation, subsidiary legislation, Government records-management requirements, OAG records-management policies, data-protection requirements and any applicable archival requirements.

H.2 Minimum Retention Schedule

The Contractor shall prepare the Schedule using, at minimum, the following structure. The actual retention periods and triggers shall be validated by the Registrar of Marriages during implementation.

Record / Data Category	Examples	Authoritative Repository	Retention Period	Retention Trigger	Legal / Policy Basis	Final Disposition	Business Owner
Marriage registration records	Applications, approvals and registration records	Marriage System / EDRMS, as applicable	To be validated by the Registrar of Marriages	Defined during SRS	Applicable law / approved schedule	Archive / retain / dispose as approved	Registrar of Marriages
Marriage registers	Statutory marriage register entries	Marriage System	To be validated by the Registrar of Marriages	Defined during SRS	Applicable statutory requirement	As approved	Registrar of Marriages
Certificates and licences	Marriage certificates, CNI, Special Licences, Ministers of Faith licences	Marriage System / EDRMS	To be validated by the Registrar of Marriages	Defined during SRS	Applicable law / approved schedule	As approved	Registrar of Marriages
Divorce records	Court orders/decrees, status updates and related records	Divorce Master Database / EDRMS	To be validated by the Registrar of Marriages	Defined during SRS	Applicable law / approved schedule	As approved	Registrar of Marriages
Adoption records	Applications, supporting documents, register entries and Certificates of Entry	Adoption module / EDRMS	To be validated by the Registrar of Marriages	Defined during SRS	Applicable law / approved schedule	As approved	Registrar General / authorised business owner
Payment and reconciliation records	Payment references, receipts and reconciliation records	Solution / applicable Government payment system	To be validated by the Registrar of Marriages	Defined during SRS	Applicable financial requirements	As approved	OAG
Audit and security logs	User activity, approvals, administrative and security events	Solution / approved logging platform	To be validated by the Registrar of Marriages	Defined during SRS	Security / audit requirements	Secure disposal / archive	OAG ICT
Integration records	API transactions, validation responses and integration logs	Solution	To be validated by the Registrar of Marriages	Defined during SRS	Operational / security requirements	Secure disposal / archive	OAG ICT

Record / Data Category	Examples	Authoritative Repository	Retention Period	Retention Trigger	Legal / Policy Basis	Final Disposition	Business Owner
System and operational records	Incidents, service requests, configuration and change records	Solution / approved repository	To be validated by the Registrar of Marriages	Defined during SRS	ICT governance requirements	As approved	OAG ICT

H.3 Retention and Disposal Controls

The Solution shall:

support configurable retention periods and retention triggers by approved record category;
distinguish between active retention, archival, legal or administrative hold and approved disposal;
prevent unauthorized alteration or deletion of records subject to retention requirements;
suspend disposal where a record is subject to litigation, investigation, audit, legal hold or other authorized preservation requirement;
maintain an auditable record of retention, archival and disposal actions;
support approved transfer of records to EDRMS or another authorized archival repository where applicable;
ensure that disposal is authorized and performed securely;
ensure disposal rules also address copies, attachments and applicable system-held derivatives;
apply appropriate controls to personal and sensitive personal data throughout the retention lifecycle; and
preserve statutory and historical records where permanent retention or archival preservation is required by the approved Schedule.

H.4 Authoritative Repository

The Retention Schedule shall identify the authoritative repository for each record category.

Where a document is transferred to OAG EDRMS as the authoritative managed electronic record, the Solution shall retain only the information, reference, metadata or operational copy required for the approved business process.

The Contractor shall ensure that retention configuration does not result in unauthorized deletion of an authoritative record from another Government or OAG system.

H.5 Retention Schedule Validation and Approval

The Contractor shall prepare the proposed Records Retention and Disposal Schedule in consultation with the Registrar of Marriages, OAG ICT, Records Management and other relevant OAG functions.

The Registrar of Marriages shall validate and approve the applicable record classifications, retention periods, retention triggers and disposition requirements before their configuration in the production Solution.

Where the applicable retention period cannot be conclusively established during implementation, the affected records shall not be automatically disposed of until the Registrar of Marriages provides or approves the applicable retention and disposition requirement.

H.6 Changes to Retention Requirements

Retention rules shall be configurable without source-code modification.

Any change to an approved retention period, trigger or disposition rule shall be subject to authorized change control and shall maintain an audit trail showing the previous rule, revised rule, approving authority, effective date and reason for the change.

H.7 Acceptance Requirement

Before Go-Live, the Contractor shall demonstrate that:

applicable record categories have been identified and mapped;
approved retention and disposition requirements have been correctly configured;
legal or administrative holds prevent disposal where applicable;
archival and disposal processes operate as approved;
retention and disposal actions are auditable; and
the configured rules correspond with the Registrar of Marriages-approved Records Retention and Disposal Schedule.

The final approved Schedule shall form part of the system documentation and handover artefacts.

Main TOR Cross-Reference

The Contractor shall develop, configure and maintain the Records Retention and Disposal Schedule in accordance with this Annex H. Retention periods, triggers and disposition requirements shall be validated and approved by the Registrar of Marriages before implementation in the production environment.

ANNEX I: FUTURE EXTENSIBILITY AND ROADMAP

The architecture shall support controlled future expansion without requiring replacement of the core Marriage Master Database, Divorce Master Database, identity, security, integration and audit foundations. Potential future capabilities may include:

- Additional civil-registration and family-law interoperability services.
- Integration with births, deaths, adoption, succession, probate or family-court services where lawfully approved.
- Expanded mobile public services and assisted-service channels.
- Digital document vault and enhanced certificate-verification services.
- Advanced fraud, anomaly and document-integrity analytics subject to lawful approval and human oversight.
- Geographic service planning and operational analytics.
- Additional Government identity, notification, payment and interoperability services.
- New statutory forms, marriage services or regulatory workflows introduced by legal amendment.

Future extensibility shall not permit speculative scope to be charged under the current contract unless expressly included in the approved requirements and financial proposal. The present project shall deliver only the contracted modules and enabling architecture.

I.2 Future Technology Considerations

Artificial intelligence, machine learning, blockchain, biometric authentication and similar emerging technologies are not mandatory requirements under this procurement and shall not form part of mandatory evaluation unless expressly stated elsewhere in the tender documents.

Bidders shall not introduce such technologies merely as substitutes for the required statutory, security, identity, audit or records-management controls.

Any optional emerging-technology proposal shall be separately identified, shall not increase the evaluated mandatory project cost or create additional contractual dependency, and shall be subject to OAG approval, legal review, privacy assessment, security assessment and architecture review before adoption.

The core solution shall remain modular, standards-based and extensible so that future capabilities may be introduced through approved configuration, integration or modular enhancement without redesign or replacement of the core system.

ANNEX J: MINIMUM MODULE ACCEPTANCE CRITERIA

ID	Area	Minimum acceptance outcome
AC-01	Customary Marriage	Complete CM1–CM8 workflows, enforce statutory timelines, verify parties and witnesses, generate register entries and certificates, and create complete audit trails.
AC-02	Civil Marriage	Manage notice, objection, determination, appeal, solemnization, registration, certificate issuance and certificate-of-no-impediment workflows.
AC-03	Christian/Hindu/Islamic	Validate officiant authorization, apply marriage-type rules, record solemnization, generate certificates and synchronize the central marriage register.
AC-04	Divorce	Receive or retrieve court decree data, validate finality, link the decree to the marriage record, update status, endorse the register and retain reconciliation evidence.
AC-05	Minister Licensing	Process new and renewal applications, validate religious society details, receive fees, approve/reject, issue digitally verifiable licences and manage suspension/cancellation/expiry.
AC-06	Objections	Accept objections, enforce determination and appeal timelines, notify parties, preserve evidence and prevent progression while a valid objection is unresolved.

AC-07	Offence Prevention	Detect and block defined statutory violations, record the rule triggered, provide lawful override where authorized and produce compliance reports.
AC-08	Payments	Create payment requests, reconcile gateway responses, issue receipts, prevent duplicate charging and support end-of-day reconciliation.
AC-09	Security	Pass vulnerability assessment and penetration testing; demonstrate MFA, RBAC, encryption, audit logging, privileged-access controls and incident handling.
AC-10	Performance and Resilience	Meet response, concurrency, availability, backup, recovery, failover and synchronization targets under witnessed testing.
AC-11	Data Migration	Achieve at least 99.95% verified accuracy, complete reconciliation, resolve exceptions, execute rollback rehearsal and obtain signed migration acceptance.
AC-12	Operational Handover	Deliver source code, repositories, credentials, keys, configurations, runbooks, training, architecture documents and successful Government-led deployment rehearsal.
AC-13	Registrar of Adoption Services	Process each adoption category end-to-end; enforce the correct supporting-document checklist; support Counsel review and clarification; confirm payment; create the Adopted Children Register entry; generate, approve, sign and verify the Certificate of Entry; support controlled re-issuance; and preserve complete audit history.

ANNEX K: PROCUREMENT AND CONTRACT CLARIFICATIONS

The implementation and development baseline is twelve (12) months from contract signing, with production go-live by the end of Month 12, unless revised through an approved contract change. Post-go-live support shall run for twenty-four (24) months, and the warranty shall run for twenty-four (24) months from final acceptance.

System availability shall be measured monthly on a 24/7 basis at not less than 99.9%, excluding approved maintenance windows.All statutory citations and statutory-form content shall be validated by OAG legal officers before configuration baseline approval. The bidder shall not unilaterally alter legal content. Where an external agency does not provide the required production API, the bidder shall document the dependency, propose an approved interim mechanism and complete the target integration once the dependency is resolved.

Acceptance shall be evidence-based. Payment shall require signed acceptance of the relevant deliverables and associated test evidence.

eCitizen Migration Acceptance: Acceptance shall require approved source-to-target mappings, completed migration rehearsals, signed record-count, financial and workflow reconciliation, agreed exception disposition, source traceability, and achievement of the minimum migration accuracy threshold. Historical document digitization shall not form part of this acceptance criterion.

eCitizen SSO Acceptance: A citizen authenticated through eCitizen shall access the marriage service without creating a separate account, and identity claims, session controls, audit events and failure handling shall operate as approved.

Government Paybill 222222 Acceptance: The system shall successfully initiate a payment, receive confirmation, issue a receipt, reconcile the transaction, and manage failed, duplicate, pending and reversed transactions in accordance with approved Government payment procedures on ecitizen platform.

Registrar of Societies and Minister Authorization Acceptance: For each minister-of-faith application, the system shall verify the stated religious society's registration and active status, the applicant's affiliation, nomination or authorization, and whether the society's registered constitution, objects or mandate permits the solemnization or conduct of marriages. The system shall retain the validation response, prevent automatic approval where validation fails, and route mismatches or inconclusive results for authorized manual review.

Mobile Application Acceptance: The field mobile solution shall successfully demonstrate secure device enrolment, online and offline capture, encrypted local storage, synchronization after interrupted connectivity, duplicate and conflict handling, QR or document verification, device revocation and complete mobile audit trails.

Business Intelligence Acceptance: The system shall demonstrate role-based dashboards, drill-down analysis, KPI configuration, scheduled reports, export controls, row-level security, source lineage and reconciliation of dashboard figures to the authoritative transactional records.

Government Architecture Acceptance: The vendor shall deliver and obtain approval of the Government Architecture Compliance Matrix and architecture dossier, resolve all critical and high-priority architecture review findings, and demonstrate conformity of the production deployment to the approved GEA and GIF-aligned architecture baseline.

ANNEX I: INDICATIVE TRANSACTION VOLUMES AND USER ESTIMATES

Registrar of Marriages - 2025 Baseline Statistics

The following statistics represent 2025 records and are provided as baseline estimates to guide bidders in solution sizing, infrastructure planning, licensing, performance design and costing. They shall not be interpreted as system capacity limits.

A. 2025 Marriage Service Transaction Volumes

No.	Service / Transaction Category	2025 Volume
1	Christian Marriages	29,000
2	Civil Marriages	7,279
3	Muslim Marriages	1,099
4	Hindu Marriages	347
5	Special Licence Marriages	4,897
6	Certificates of No Impediment	4,130
7	Foreign Marriages	438
8	Certified Copies	4,089
	Total Recorded Transactions	**51,279**

Important: The above figures are based on 2025 records and exclude marriages conducted outside the eCitizen platform, including those conducted through Deputy County Commissioners (DCCs).

B. Indicative Internal System Users

No.	User Category	Estimated Users
1	Registrars	57
2	Supporting Clerks and Records Officers	132
3	System Administrators	7
	Total Internal Users	**196**

C. System Sizing and Scalability Requirement

The bidder shall use the above statistics as baseline information for sizing and costing the proposed solution. The system shall be designed to accommodate:

growth in annual marriage and related service transactions;

additional Registrars, clerks, records officers and system administrators;
marriages and records originating outside the current eCitizen platform, including DCC transactions;
licensed ministers of faith, marriage officers and other authorized external users;
digitized and migrated historical marriage records; and
future expansion of services, integrations and transaction volumes.

The proposed architecture shall therefore be scalable and shall not impose the 2025 transaction volumes or stated user numbers as maximum system limits.

ANNEX M: MINISTERS OF FAITH REGISTRATION, LICENSING AND CELEBRANT MANAGEMENT WORKFLOW

MINISTERS OF FAITH REGISTRATION, LICENSING AND MARRIAGE CELEBRANT MANAGEMENT

Consolidated Final End-to-End Workflow - Actors, Business Rules, Systems and Records

1. Consolidated End-to-End Workflow

No.	Stage	Actions / Decisions / Business Rules	Actors / Institutions	Systems / Records
1	**Authentication & service selection**	Applicant authenticates through eCitizen and selects new licence, renewal, amendment, replacement, reinstatement or other approved transaction. A legal representative may act where authorised.	External: Minister/Applicant; Authorised Legal Representative. Internal: none at initiation.	eCitizen SSO; Ministers of Faith module. Data: applicant profile, transaction type, authority of representative where used.
2	**Application & sponsorship evidence**	Applicant completes profile/application and attaches ID/passport, photograph, sponsoring society recommendation letter signed by its authorised official, appointment/ordination evidence where applicable, and other prescribed documents.	External: Minister/Applicant; Legal Representative; Sponsoring Religious Society; Authorised/Recommending Official. Society official does not log in.	eCitizen; Ministers of Faith module; EDRMS. Records: application, recommendation letter, ID, photo, supporting evidence.

No.	Stage	Actions / Decisions / Business Rules	Actors / Institutions	Systems / Records
3	**Completeness review**	Clerk checks mandatory fields and supporting documents and returns incomplete applications for correction/clarification.	Internal: Clerk. External: Applicant/Legal Representative for correction.	OAG workflow; eCitizen notifications; EDRMS document links. Records: checklist, clarification request/response, review notes.
4	**Identity verification**	Applicant identity is validated using approved Government identity services; discrepancies are referred for review.	External: Applicant; IPRS/approved identity authority. Internal: Clerk/authorised officer for exception review.	eCitizen identity claims; IPRS/IGRP where applicable. Records: identity validation result and exception log.
5	**Registrar of Societies verification**	System verifies sponsoring society is registered and in good standing; its objectives permit solemnization/conduct of marriages; and the recommendation letter is signed by the correct authorised official. Where available, verify applicant affiliation/authority. Failed or inconclusive checks go to manual review.	External Government: Registrar of Societies. External: Sponsoring Religious Society and Recommending Official as source of evidence. Internal: Clerk/authorised reviewer for exceptions.	Registrar of Societies integration via approved Government integration channel. EDRMS retains verification/certification evidence and recommendation letter.

No.	Stage	Actions / Decisions / Business Rules	Actors / Institutions	Systems / Records
6	**Clarification / exception handling**	Clerk or authorised reviewer records discrepancy and requests additional information. Applicant/representative responds. Where society evidence must be corrected, applicant obtains and resubmits the appropriate society evidence.	Internal: Clerk; authorised reviewer. External: Applicant/Legal Representative; Sponsoring Society/Recommending Official indirectly.	OAG workflow; eCitizen; notification service; EDRMS. Records: exception, clarification, response, evidence, audit trail.
7	**Application fee payment**	Applicant pays KES 2,000 per application through eCitizen using Government Paybill 222222. System records payment reference, confirmation and receipt. Exceptions, reversals and reconciliation are supported.	External: Applicant/Legal Representative; Government Digital Payments service. Internal: authorised finance/reconciliation users where applicable.	eCitizen; Paybill 222222. Records: payment reference, confirmation, receipt, exception/reversal and reconciliation.
8	**Clerk recommendation / routing**	After completeness, identity, society verification and payment checks, Clerk finalises review and routes the application to State Counsel.	Internal: Clerk; State Counsel.	Ministers of Faith workflow. Records: review checklist, Clerk notes/recommendation, routing history.

No.	Stage	Actions / Decisions / Business Rules	Actors / Institutions	Systems / Records
9	**State Counsel approval / rejection**	State Counsel considers the application and evidence and approves or rejects it, recording reasons where required.	Internal: State Counsel acting within Registrar of Marriages functions. External: Applicant/Legal Representative receives outcome.	OAG workflow; eCitizen/notifications. Records: decision, reasons, officer identity, timestamp.
10	**Registration in celebrant register**	For an approved application, State Counsel registers the minister/celebrant in the central register and assigns/validates the licence particulars.	Internal: State Counsel.	Central Ministers/Celebrants Register. Data: minister profile, society, category, licence number, issue/expiry dates, status.
11	**Digital licence generation & signing**	System generates the digital licence. State Counsel signs it individually in his/her capacity as a Registrar of Marriages. Licence carries unique number, authenticity control and QR/verification reference.	Internal: State Counsel / Registrar of Marriages. External recipient: Minister/Applicant.	Ministers of Faith module; digital signing service/control; EDRMS. Authoritative record: final signed digital licence.

No.	Stage	Actions / Decisions / Business Rules	Actors / Institutions	Systems / Records
12	**Notification & issuance**	Applicant/minister is notified and receives/accesses the licence. The recommending official of the sponsoring religious society also receives the applicable notification.	External: Minister/Applicant; Recommending Official/Sponsoring Religious Society. Internal: system/authorised OAG officer for exception handling.	eCitizen; Government SMS/email/approved notifications; EDRMS. Records: issuance and delivery/notification log.
13	**Religious category treatment**	Christian ministers, Hindu officiants and Islamic celebrants, including Kadhis, Sheikhs and Imams, follow the same core licensing, sponsorship, verification, approval, registration and signing process. No separate category-specific licensing workflow is required.	External: Christian Minister; Hindu Officiant; Kadhi; Sheikh; Imam; Sponsoring Religious Society/Recommending Official. Internal: Clerk; State Counsel/Registrar of Marriages.	Same Ministers of Faith workflow, Registrar of Societies validation, payment, EDRMS and central celebrant register controls apply to all categories.

No.	Stage	Actions / Decisions / Business Rules	Actors / Institutions	Systems / Records
14	**Couple / public verification & minister selection**	Intended couple selects a religious society. The system displays ministers currently authorised to solemnize marriages under that society, showing the minister name, identification number, photograph and role in the society (e.g. Pastor), together with confirmation that the minister is authorised to conduct marriages under that society. The couple may select the intended minister. Direct QR/licence verification shall also be available subject to privacy controls.	External: Intended Couple/Public/Third-party verifier; Minister indirectly. Internal: authorised Registrar staff for exceptions.	Public verification service; central celebrant register. Records: verification query/result, minister selection and audit log.
15	**Transaction-time authorisation check**	Before a marriage transaction proceeds, system revalidates that the selected minister was active and not suspended/restricted, remained associated with the sponsoring society, and the society remained eligible to conduct marriages. Failed checks block or route for authorised exception review.	External: Minister/Celebrant; Intended Couple; Registrar of Societies. Internal: Marriage Officer/authorised Registrar for exceptions.	Marriage module; central celebrant register; Registrar of Societies integration. Records: authorisation result, status history, exception decision.

No.	Stage	Actions / Decisions / Business Rules	Actors / Institutions	Systems / Records
16	**Marriage activity record**	After solemnization/registration, the minister profile maintains an auditable record of marriages conducted, certificate/registration references, dates, places, society and corrections/cancellations.	External: Minister/Celebrant; Parties to Marriage. Internal: Registrar/Marriage Officer as applicable.	Marriage Master Database; Ministers of Faith module. Records: celebrant activity history and linked marriage references.
17	**Renewal**	Licence shall be renewed at a Registrar-configured interval, currently anticipated at approximately three years. Renewal rechecks sponsorship, society standing, authorised signatory and other eligibility controls. The renewal fee will be determined by the Registrar and configured in the system; payment is processed through eCitizen/Paybill 222222.	External: Minister/Applicant; Legal Representative; Sponsoring Society/Recommending Official; Registrar of Societies. Internal: Clerk; State Counsel.	Same application/verification/payment/approval workflow; eCitizen; Paybill 222222; Registrar of Societies integration; EDRMS; central register.
18	**Replacement of lost licence**	Applicant/representative requests replacement and provides the supporting evidence required by the Registrar. The replacement fee will be determined by the Registrar and shall be configurable. Clerk confirms documents/retrieves records; State Counsel approves, registers and signs the replacement licence as applicable.	External: Minister/Applicant; Legal Representative. Internal: Clerk; State Counsel/Registrar of Marriages.	eCitizen; Paybill 222222; EDRMS; Ministers of Faith module; central register.

No.	Stage	Actions / Decisions / Business Rules	Actors / Institutions	Systems / Records
19	**Complaint intake**	Complaints against a minister/licence are submitted online to the Registrar of Marriages. System captures complainant, allegations, evidence and affected minister/licence and notifies the relevant parties as approved.	External: Complainant, including Sponsoring Religious Society/affected party; Minister/Respondent. Internal: Registrar of Marriages; Clerk/assigned officer.	Online complaints workflow; eCitizen/approved portal; EDRMS; notifications. Records: complaint, evidence, linked licence/ministry activity.
20	**Response, hearing & dispute resolution**	Minister/respondent is given an opportunity to respond and is entitled to a hearing. Clerk confirms uploaded documents and retrieves relevant records. Registrar hears both parties, receives evidence and determines the matter. Online submissions and online mediation/dispute resolution shall be supported where feasible. Parties authenticate through their system login and identity is verified through IPRS; remote video engagement should be supported so participants can be visually identified.	Internal: Registrar of Marriages; Clerk. External: Complainant; Minister/Respondent; Legal Representatives where authorised; Sponsoring Society where party/evidence source; IPRS for identity verification.	Case workflow; authenticated access; IPRS; secure video engagement/online hearing tools where approved; EDRMS. Records: submissions, evidence, hearing/mediation record, attendance, minutes/outcome.

No.	Stage	Actions / Decisions / Business Rules	Actors / Institutions	Systems / Records
21	**Registrar determination & sanctions**	Registrar determines the complaint and records outcome. Licence may be suspended, restricted, cancelled/nullified/revoked or otherwise sanctioned where warranted, including abuse reported by sponsor or where minister has ceased to be a member of the sponsoring society. No-action/dismissal and reinstatement outcomes must also be supported.	Internal: Registrar of Marriages as decision-maker; Clerk for administration. External: Minister; Complainant; Sponsoring Society/Recommending Official.	Central celebrant register; complaint workflow; notifications; EDRMS. Records: determination, reasons, evidence, sanction/status, effective date, decision-maker, status history.
22	**Appeal / court challenge**	Any dissatisfied party may proceed to court. System links the licensing/complaint record to OAG LCMS and tracks court reference, status, orders and implementation without overwriting the original administrative history.	Internal: Registrar of Marriages; OAG State Counsel/Legal Officers. External: Minister/Complainant /Legal Representatives; Judiciary/Court.	OAG LCMS; Judiciary/Court systems where available; EDRMS. Records: legal case reference, pleadings/orders references, status and implementation.

No.	Stage	Actions / Decisions / Business Rules	Actors / Institutions	Systems / Records
23	**Expiry / suspension / cessation controls**	System automatically enforces inactive/restricted status on expiry, suspension, cancellation/nullification or revocation. A minister/applicant may declare cessation of membership, after which the Registrar processes de-registration or the appropriate licence-status action. The sponsoring religious society may also submit cessation information; this shall be communicated to the affected minister before the Registrar takes appropriate action. No automatic cessation notification is expected from the Registrar of Societies. Renewal and status notifications go to the minister and recommending official.	Internal: Registrar of Marriages/State Counsel as applicable; Clerk. External: Minister; Sponsoring Society/Recommending Official.	Central register; online submission/notification workflow; EDRMS. Records: cessation declaration/notice, communication to minister, decision, status history, effective dates, reasons and alerts.
24	**Administrative search, reporting & audit**	Authorised users search/report by minister, ID, licence number, society, denomination/category, county, status, validity, complaints and marriages solemnized. All integration requests/responses and changes are auditable.	Internal: Registrar of Marriages; State Counsel; Clerks; authorised management/reporting users; ICT administrators within technical role.	BI/reporting; audit/logging; central register; Marriage Master Database; EDRMS references.

25	**Closure & records management**	Close completed licensing/complaint transaction while preserving full history. Maintain structured transactional data in the licensing register and authoritative official documents in EDRMS.	Internal: Clerk; State Counsel/Registrar; Records personnel; authorised ICT/records administrators.	EDRMS shall manage all official documents required for licensing and subsequent regulatory processes, including signed licence, recommendation letter, Registrar of Societies verification/certification evidence, application/renewal/replacement/reinstatement documents, complaints and evidence, responses/submissions, hearing/mediation records, determinations/sanctions, status-action records and relevant court records. Central register retains structured business data and secure EDRMS references.

2. Consolidated Actor Register

The actor register clarifies who participates in the workflow and distinguishes system users from external evidence or verification sources.

Category	Actor / Institution	Role in Workflow
Internal OAG	Clerk	First-line completeness/document review; confirmation of uploaded documents; retrieval of relevant records; clarification; routing; and administrative support for complaints, hearings and mediation.
Internal OAG	State Counsel / Registrar of Marriages	Approves/rejects licensing application; registers minister/celebrant; signs digital licence individually as Registrar of Marriages.
Internal OAG	Registrar of Marriages - complaint decision-maker	Receives/oversees complaints, hears parties, considers evidence, determines complaint and sanctions/status action.
Internal OAG	OAG State Counsel / Legal Officers	Handles litigation/court challenge through LCMS where a licensing or complaint decision is contested.
Internal OAG	Records Personnel	EDRMS governance/retrieval/retention of authoritative licence and supporting records.
Internal OAG	ICT / System Administrators	Technical administration, access control, integrations, audit/logging; not business approvers.
External	Minister / Applicant / Licensee	Applies, pays, responds to clarification, receives licence, renews/replaces licence, responds to complaints/hearings.

Category	Actor / Institution	Role in Workflow
External	Authorised Legal Representative	May act for applicant where authorised, particularly for renewals and large organisations; may represent parties in complaint/court processes as permitted.
External	Sponsoring Religious Society	Provides sponsorship/recommendation evidence; does not log into the Marriage System; may submit complaints, report abuse, or notify cessation of membership. Such cessation notification is communicated to the affected minister before Registrar action.
External	Authorised/Recommending Official of Sponsoring Society	Signs recommendation letter; receives relevant outcome/status notifications. Signature/authority verified against Registrar of Societies information.
External Government	Registrar of Societies	Authoritative validation of society registration/good standing, permitted objects for solemnization of marriages, and authorised recommendation-letter signatory; where available, affiliation/authority. It does not automatically notify cessation of a minister's membership.
External Government	eCitizen	Citizen/applicant service channel, SSO, application exchange, payment initiation and notifications as configured.
External Government	Government Paybill 222222	Receives KES 2,000 application payment and future configured renewal/replacement charges; payment confirmation/receipting/reconciliation.

Category	Actor / Institution	Role in Workflow
External Government	IPRS / approved identity authority	Identity verification.
External Government	IGRP	Approved Government integration channel where applicable.
External Government	Judiciary / Courts	Determines court challenges arising from Registrar decisions.
External	Complainant / affected party	Submits complaint/evidence and participates in hearing/mediation where applicable.
External	Intended Couple / Public / Third-party verifier	Selects religious society, views authorised ministers and verifies authority/status. Display includes minister name, identification number, photograph, role in society and confirmation of authority to conduct marriages under that society, subject to approved privacy controls.
Religious celebrants	Christian Minister; Hindu Officiant; Kadhi; Sheikh; Imam	All follow the same core licensing, sponsorship, verification, approval, registration and signing workflow; no separate category-specific licensing process is required.

3. Workflow Control Note

Records architecture: The Ministers of Faith module/central register retains structured transactional data, licence status, workflow history and audit trails. EDRMS is the authoritative repository for official licensing and regulatory documents, including application and supporting documents, recommendation letters, Registrar of Societies verification evidence, signed licences, complaint and hearing records, determinations/sanctions, status-action records and relevant court records. The transactional system shall retain secure references to the corresponding EDRMS records.

ANNEX N: REGISTRAR OF ADOPTIONS - CONSOLIDATED WORKFLOW

REGISTRAR OF ADOPTIONS – CONSOLIDATED WORKFLOW

Consolidated end-to-end workflow for registration of adoption orders, management of the Adopted Children Register, certificate issuance, amendments, court-directed changes, verification and controlled access to adoption records.

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
1	Application and Classification	Applicant / Adoptive Parent(s); Advocate	Lodge application as Self or Advocate; capture applicant and adoptive-parent details; select category: Abandoned Child, Family Adoption, Offered Adoption or Foreign Adoption. Advocate uploads letter of instruction.	eCitizen / citizen-facing portal; Registrar of Adoptions system	Application; applicant/adoptive-parent profile; category; advocate instruction; case record	Required documents are those already obtained during the adoption process up to issuance/recognition of the Adoption Order.
2	Supporting Documents and Completeness Validation	Applicant / Advocate; System; State Counsel	Upload category-specific supporting documents. System checks completeness and routes deficiencies for clarification.	Registrar of Adoptions system; EDRMS/document repository	Adoption Order; certificate declaring child free for adoption where applicable; Children Services recommendation; committal order; police letter; consent/affidavit; waiver order; birth certificate; foreign-order documents, as applicable.	Do not recreate the upstream adoption process. The documents are evidence already acquired before registration.
3	State Counsel Review and	State Counsel; Applicant / Advocate	Review application and supporting documents. Return application where required	Registrar of Adoptions system; notifications	Review notes; clarification request; resubmission; decision history	Example: missing biological-parent consent where required, or missing

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
	Clarification		documents or clarification are missing; record issues and permit controlled resubmission.			court waiver where consent was waived.
4	Registration Decision / Legal Intervention	State Counsel; OAG legal officers where required; Applicant / Advocate; Court where legal action is required	Approve registration where requirements are satisfied. Distinguish ordinary return for missing documents from a substantive legal issue requiring court review or other legal action.	Registrar of Adoptions system; OAG LCMS where litigation/court action is initiated	Decision; legal issue; court-action reference; status; correspondence	Example: State Counsel may decline to register an order raising a substantive legal issue and notify the applicant that OAG will seek review of the Adoption Order, including issues concerning the Moratorium on Inter-Country Adoption.
5	Payment	Applicant / Advocate; Government Payment Platform; System	After approval, assess prescribed fee; receive payment confirmation; record payment reference and receipt before certificate processing.	Government payment platform / Paybill 222222; eCitizen where applicable	Fee; payment reference; confirmation; receipt; case	Payment is a controlled prerequisite to certificate processing where a fee is prescribed.
6	Entry in Adopted Children Register	State Counsel / authorised officer	Make the court-directed entry in the Adopted Children Register. Role configuration shall permit additional authorised officers as service demand grows.	Registrar of Adoptions system	Adopted Children Register entry; court-order reference; date of entry; officer; audit trail	Children Act s.200(1): Registrar maintains the Adopted Children Register and makes entries as the Court may direct. Section 201 requires adoption orders to direct the

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
						Registrar to make the prescribed entry.
7	Certificate Preparation	State Counsel / authorised officer; System	Generate Certificate of Entry from the approved register information and route it for final approval/signature.	Registrar of Adoptions system; EDRMS where applicable	Certificate data; register-entry reference; unique certificate/reference number; generation history	Certificate must derive from the approved register entry.
8	Certificate Approval and Signing	Registrar General	Review and provide final approval/signature for the Certificate of Entry.	Registrar of Adoptions system; approved digital-signature mechanism where applicable	Approval; signature; date; certificate status; audit trail	Registrar General confirmed as final approving/signing authority.
9	Certificate Issuance and Delivery	Authorised Registrar of Adoptions officer; System; Applicant / Advocate	Notify applicant that certificate is available; print or securely deliver using approved channel; record issuance.	Registrar of Adoptions system; eCitizen/notification services	Issued certificate; issue date; delivery/print record; notification	Certificate should carry approved security/verification controls.
10	Verification of Existence of Register Entry	Applicant / authorised requester; State Counsel / authorised officer	Receive request for Registrar General to verify whether an entry exists in the Adopted Children Register. Authorised officer searches the restricted register and confirms existence or non-existence without	Registrar of Adoptions system	Request; requester identity; search result; response; audit log	Adoption records remain restricted. Confirmation of existence does not amount to public access to the underlying record.

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
			exposing the underlying record.			
11	Certified Copy of Register Entry	Applicant / authorised applicant; Court; Registrar / authorised officer	Process court-directed issuance of a certified copy of an entry, subject to prescribed fee and required sealing/stamping.	Registrar of Adoptions system; Government payment platform	Court direction; certified copy; fee/payment; seal/stamp record; issue log	Children Act s.200(2)-(4): certified copies are evidential; Court directs issuance on payment of prescribed fee.
12	Amendment / Rectification of Entry and Certificate	Applicant / Adopter; Court; State Counsel / authorised officer; Registrar General	Receive varied/amended Court Order and previously issued certificate; rectify the Adopted Children Register; generate amended certificate; route for approval/signature; reissue.	Registrar of Adoptions system; EDRMS	Original entry; amended Court Order; amendment reason; old/new certificate references; original entry date; new issue date; audit history	Examples: wrong place/date of birth, child given name, or adoptive-parent name. Date of entry remains unchanged; date of issue changes. Children Act s.199(1)-(2).
13	Review, Revocation or Joint Custody Following Court Order	Biological Parent; Court; State Counsel / Registrar	Receive and implement subsequent court order following review of adoption, including revocation or joint custody where ordered; update register status and linked records without destroying history.	Registrar of Adoptions system; OAG LCMS where litigation is tracked; EDRMS	Review order; status change; custody outcome; linked register entry; audit history	Children Act s.190 provides for Court review and possible revocation or joint custody in the stated circumstances.

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
14	Cancellation Following Quashing / Successful Appeal	Court; State Counsel / Registrar	On court direction, cancel affected Adopted Children Register entry and maintain legal/audit history; manage related certificate status accordingly.	Registrar of Adoptions system; EDRMS; OAG LCMS where applicable	Court order; cancellation status; effective date; certificate status; audit history	Children Act s.199(3)-(4) addresses cancellation where an adoption order is quashed or appeal is allowed.
15	Access to Adoption Record by Adopted Person	Adopted Person; State Counsel / authorised Registrar of Adoptions officer	Adopted person presents Adoption Certificate. Officer validates certificate against the Adopted Children Register, verifies the corresponding entry and processes only information/service permitted under applicable law and approved procedure.	Registrar of Adoptions system	Adoption Certificate reference; requester identity; access request; purpose/type; officer; outcome; access audit log	Underlying adoption record is not exposed through ordinary public search. Access is restricted and fully audited.
16	Birth Register Linkage	Registrar / authorised officer	Maintain a controlled traceable link between the relevant Register of Births entry and the corresponding Adopted Children Register entry.	Registrar of Adoptions system; Civil Registration integration where approved	Birth-register reference; adopted-register reference; linkage history; access audit	Children Act s.200(5). Linkage is highly restricted due to sensitivity of adoption information.
17	Search, Retrieval, Reporting and Audit	State Counsel; authorised Registrar of Adoptions officers; Registrar	Restricted search and retrieval; operational/statutory reporting; workload and payment reporting; complete audit of access, review, changes,	Registrar of Adoptions system; reporting/BI; EDRMS as applicable	Applications; register entries; certificates; payments; decisions; access logs; amendments; cancellations; reports	Role-based access, least privilege, confidentiality and full auditability apply throughout.

No.	Stage	Actors	Actions	Integrations / Systems	Data / Records	Regulation / Control
		General / authorised management users	approvals, register entries, certificate generation/signing/printing, verification, amendments and cancellations.			

External Institutions / Evidence Sources

- High Court / Kenyan Courts - issue adoption orders, varied orders, review/revocation orders and other court directions; for foreign adoptions, the Kenyan Court adopts/recognises the foreign order before it is forwarded for entry.
- Foreign Embassy / competent mission - in foreign-adoption matters, certifies that the foreign adoption order was issued by a court in its jurisdiction before the Kenyan Court considers recognition/adoption of that order.
- Registered Adoption Society - source of the certificate declaring a child free for adoption where applicable.
- Director of Children Services - source of the recommendation letter where applicable.
- Police - source of the final no-claim letter for an abandoned child where applicable.
- Children's Home / Institution - associated with committal documentation where applicable.
- Biological Parent / Guardian - provides consent/affidavit where required; where consent is lawfully waived, the relevant Court waiver/order is submitted instead.

Core System Controls

- Role configuration: State Counsel is the current operational actor for review, approval and register entry, but the system shall permit assignment of these functions to other duly authorised officers as workload and service arrangements evolve.
- Immutable history: amendments, rectifications, revocations and cancellations shall not overwrite the original record. The system shall preserve the original entry, subsequent court orders, decisions, certificate references, dates, officers and complete audit history.
- Date control for amendments: the original date of entry in the Adopted Children Register shall remain unchanged; the amended certificate shall carry the new date of issue.
- Outcome classification: the system shall distinguish a return for missing/incorrect documents from a substantive legal issue requiring legal review or court intervention.
- Confidentiality: the Adopted Children Register and underlying records shall be restricted to authorised officers. Public/third-party verification shall not expose sensitive adoption information.

- Access by adopted person: presentation of the Adoption Certificate shall initiate controlled verification against the register; every access shall be logged.
- Court-order driven lifecycle: register entries, rectifications, revocations, joint-custody outcomes and cancellations shall be implemented only on the appropriate authorised basis and retain the linked court order/reference.

ANNEX O: END-TO-END USER JOURNEYS AND SERVICE INTERACTION MAPS

This Annex translates the service mapping into end-to-end user journeys for requirements validation, solution design, integration design, testing and acceptance. It shall be read together with the main TOR and the detailed functional, architecture, integration, data, configuration and acceptance annexes. The journeys are functional baselines: the Contractor shall validate them during SRS, document approved exceptions and branches, and maintain traceability to the RTM. Where this Annex identifies a dependency or control at a high level, the more detailed requirement in the main TOR or relevant annex shall govern.

O.1 Journey Mapping Convention

Element	Meaning
User/Actor Action	What the citizen, applicant, celebrant, OAG officer, Registrar or other authorised actor does.
System Response / Workflow	What the Registrar of Marriages System must validate, automate, route, record, calculate, notify or produce.
Integration / Dependency	Government or OAG service used at that step, subject to availability and the Integration Dependency Register.
Data / Record	Principal structured record, document reference, decision record, payment record or audit evidence created or used.
Legal / Business Rule	Applicable statutory, regulatory or TOR control. Detailed legal validation remains subject to Section 5.17.
Output / Status	Observable result used to progress, reject, suspend, complete or verify the service.

O.2 Civil Marriage - End-to-End Journey

Based on the reviewer civil-marriage mapping, with system-response and TOR traceability added. Detailed legal citations shall be confirmed through the Legal Requirements Validation Register.

Step	User / Actor Action	System Response / Workflow	Integration / Dependency	Data / Record	Legal / Business Rule	Output / Status
1.1	Authenticate through eCitizen.	Receive trusted identity/session and open marriage service.	eCitizen SSO	Party profile	Data protection; approved identity controls	Authenticated session
1.2	Complete notice/application.	Create case; validate mandatory fields and service type.	eCitizen	Application; case	Marriage Act and configured statutory	Draft/submitted application

Step	User / Actor Action	System Response / Workflow	Integration / Dependency	Data / Record	Legal / Business Rule	Output / Status
					form/rules	
1.3	Upload supporting documents.	Validate file type/completeness; link managed documents.	eCitizen; EDRMS	EDRMS references	Data protection; records controls	Documents linked
1.4	Pay applicable fee.	Generate payment reference; confirm and reconcile payment.	Government Payment Platform / Paybill 222222	Payment record	Approved fee schedule	Paid / exception status
1.5	Submit application.	Acknowledge receipt; start applicable statutory/service clock.	eCitizen inbound/outbound	Case; acknowledgement	Configured statutory/service timelines	Application received
2.1-2.6	Provide/confirm required particulars.	Check completeness; verify identity, age, marital status and prohibited relationships; validate declarations.	IPRS / identity service; Civil Registration as approved	Party profile; Marriage/Divorce Master data	Marriage Act; legal validation register	Eligible / exception review
2.7	Complete any outstanding payment.	Verify payment status before progression.	Government Payment Platform	Payment	Fee rules	Payment verified
2.8-2.10	Respond to queries/decision.	Run duplicate checks; route exceptions; issue status notifications.	OAG workflow; eCitizen outbound; SMS/email	Decision log; case	Maker-checker; audit requirements	Proceed / query / reject
3.1	View published notice.	Publish notice and start notice period.	Approved publication channel	Notice	Marriage Act notice requirements	Notice active
3.2-	Object/respond where applicable.	Receive objection; suspend	eCitizen; EDRMS;	Objection; evidence; decision log	Section 5.10	Objection resolved / case

Step	User / Actor Action	System Response / Workflow	Integration / Dependency	Data / Record	Legal / Business Rule	Output / Status
3.4		progression; route to Registrar; record determination.	OAG workflow		objection controls	resumed or stopped
3.5	Appeal/review where applicable.	Refer/link legal matter without duplicating LCMS case management.	Judiciary / OAG LCMS as applicable	Appeal/case reference	TOR litigation and appeal controls	Appeal status linked
3b	Apply for CNI where applicable.	Validate identity/status and external evidence; generate approved CNI after decision.	IPRS; embassy/consular mechanism as approved	CNI application/certificate	Section 5.10.3 and applicable law	CNI issued / rejected
4.1-4.5	Book and attend marriage appointment with witnesses.	Schedule venue/officer; validate witnesses and parties; capture celebration outcome.	Appointment service; identity verification	Appointment; witnesses; case	Marriage Act celebration requirements	Celebration confirmed
5.1-5.3	Complete registration.	Create authoritative marriage entry; link EDRMS documents; validate integrity/reconciliation.	EDRMS	Marriage Master record; EDRMS references	Records/data governance controls	Marriage registered
6.1-6.3	Receive certificate.	Generate/sign certificate; deliver notification; enable verification.	eCitizen outbound; SMS/email	Certificate; verification log	Digital certificate and verification controls	Certificate issued and verifiable
7	Request post-registration service.	Process verification, certified copy, status confirmation,	eCitizen; EDRMS; Judiciary/Civil Registration	Marriage Master; Divorce Master;	Sections 5.6 and 5.3	Post-registration request completed

Step	User / Actor Action	System Response / Workflow	Integration / Dependency	Data / Record	Legal / Business Rule	Output / Status
		correction/annotation, divorce/death update under controlled workflow.	where applicable	audit/payment records		

O.3 Customary Marriage - End-to-End Journey

The user journey supports both (i) parties who choose the customary-marriage pathway from the onset of their union and may open a prospective case before completion of the applicable customary rites, and (ii) parties who seek registration after the customary marriage has already been celebrated. Opening a case does not itself constitute or celebrate a customary marriage; registration proceeds only after the applicable customary requirements and evidence are satisfied.

Step	User / Actor Action	System Response / Workflow	Integration / Dependency	Data / Record	Legal / Business Rule	Output / Status
0A	Parties intending to enter a customary marriage may select the customary-marriage pathway at the onset of their union and provide preliminary particulars before completion of the applicable customary rites.	Create a prospective customary-marriage case; capture intended customary-marriage type/community, parties, contacts and preliminary information; provide guidance/checklist for the applicable registration process. Keep the case in prospective/pending status until completion of the customary rites is declared and supported.	eCitizen; identity service where approved	Prospective case; party profile; preliminary particulars	A prospective system case is an administrative facilitation record only. It shall not be treated as proof that a customary marriage has been celebrated, completed or registered.	Prospective customary-marriage case opened
0B	Parties complete/celebrate the marriage in accordance with the applicable customary rites, or parties who already completed the	Capture the declared date/place of completion of customary rites and route the matter into the statutory notification/registration workflow. Link a prior prospective case where one	No system integration is required for the customary celebration itself; NGAO verification where	Declared customary-marriage particulars; supporting evidence; case link	The system records and facilitates notification/registration; it does not replace the customary rites or deem a marriage celebrated merely because an	Eligible for notification/registration processing

Step	User / Actor Action	System Response / Workflow	Integration / Dependency	Data / Record	Legal / Business Rule	Output / Status
	rites approach the Registrar for registration.	exists; otherwise create a new case.	applicable later		electronic case exists.	
1	Applicant authenticates, completes the applicable customary-marriage notice/application, provides party and witness particulars, uploads supporting documents, pays the prescribed fee where applicable, and submits.	Create/update the case; validate mandatory fields and document types; register witnesses; link documents; confirm payment; generate acknowledgement and case reference.	eCitizen; IPRS/approved identity service; OAG EDRMS; Paybill 222222	Party profiles; application/notice; witnesses; supporting documents/EDRMS references; payment; case	Marriage Act, Customary Marriage Rules and approved/configured statutory forms apply. Fees and forms must be configurable and effective-dated.	Application/notice received
2	Parties provide or confirm required particulars and respond to clarification requests.	Perform completeness and validation checks, including identity, lawful age, duplicate records, prohibited relationships where applicable, declarations and existing marriage/divorce information. Route inconsistencies or inconclusive results for authorised review rather than automatic rejection.	IPRS/approved identity service; Civil Registration Services where approved; Marriage Master; Divorce Master	Party profile; validation results; Marriage/Divorce Master references; clarification record; decision log	Only legally authorised eligibility rules shall be automated. Exceptions and conflicting source information require controlled Registrar review and full audit trail.	Eligible / clarification required / exception review
3	Parties participate in the applicable notification, acknowledgement and objection process and respond to any objection or	Generate/publish the applicable notice; record acknowledgement; receive and track objections; suspend affected processing where required; route objection for determination; notify parties; track	eCitizen outbound; OAG workflow; EDRMS; SMS/email; LCMS/Judiciary only where a	Notice; acknowledgement; objection; response; decision; statutory-clock record; audit trail	Apply the Customary Marriage Rules and the applicable statutory notice/objection process. The system shall not assume that every customary case follows an	Notice period completed / objection resolved / case held

Step	User / Actor Action	System Response / Workflow	Integration / Dependency	Data / Record	Legal / Business Rule	Output / Status
	request for clarification.	statutory timelines and registration deadlines.	related court matter arises		identical path; rules and timelines shall be configurable subject to legal validation.	
3B	For a customary marriage contracted before 20 May 2014, eligible parties apply through the applicable legacy-registration process and provide the required witnesses and evidence.	Open the pre-2014 branch; capture the applicable Form CM 8 information; validate parties/witnesses and supporting evidence; obtain/record Chief or Assistant Chief verification through the approved mechanism; collect prescribed fee; route to Registrar for determination.	eCitizen; EDRMS; IPRS/identity service; NGAO where available; Paybill 222222	Legacy application; Form CM 8 data; witness declarations; Chief/Assistant Chief verification; payment; decision record	Customary Marriage Rules and applicable Form CM 8 requirements. Legacy registration remains a distinct controlled branch and shall not be merged with ordinary post-2014 processing.	Approved / clarification required / rejected pre-2014 registration
4	Applicant submits/continues registration after satisfying the applicable notice, acknowledgement, evidence and timing requirements; responds to verification queries and pays any prescribed registration/certificate fee.	Verify statutory timing and required acknowledgement/evidence; verify NGAO evidence where applicable; reconcile payment; route to authorised Registrar/officer for approval using configured maker-checker controls.	OAG workflow; NGAO where applicable; Paybill 222222; EDRMS	Registration request; acknowledgement; verification evidence; payment; approval/decision log	Registration shall proceed only when the applicable statutory requirements are satisfied. Late, incomplete, conflicting or exceptional cases shall be routed for authorised determination rather than silently regularised.	Approved / clarification / rejected
5	Authorised Registrar/officer completes the approved registration.	Create the authoritative Marriage Master entry; assign registration/reference details; link the complete EDRMS record; preserve source evidence and approval history; perform	Registrar of Marriages System; OAG EDRMS	Marriage Master record; EDRMS references; approval history; audit log	The Marriage Master Database is authoritative for structured marriage-service records. Documents managed in EDRMS remain linked to the transaction. No	Customary marriage registered

Step	User / Actor Action	System Response / Workflow	Integration / Dependency	Data / Record	Legal / Business Rule	Output / Status
		duplicate/integrity reconciliation and write the audit trail.			approved historical evidence shall be overwritten or deleted.	
6	Parties receive the customary marriage certificate/output.	Generate the approved statutory certificate from the registered record; apply authorised signature/approval and verification controls; deliver through the approved channel; send notification and retain issuance/verification history.	eCitizen outbound where approved; SMS/email; PKI/QR verification where approved	Certificate; issuance record; verification reference/log	Certificate must be generated only from an approved register entry and use the approved statutory form. Re-issue must remain traceable to the original registration.	Certificate issued
7	Authorised applicant requests a permitted post-registration service, such as verification, certified copy, status confirmation, correction/annotation, or another legally authorised record service.	Identify the authoritative record; validate requester/authority and service type; process only the permitted change or disclosure; preserve prior values and audit history. Divorce/dissolution and death-related status changes are routed through their dedicated controlled workflows rather than treated as ordinary corrections.	eCitizen; EDRMS; Judiciary; Civil Registration Services; IGRP where applicable	Marriage Master; Divorce Master where applicable; supporting authority; EDRMS references; audit trail	Data minimisation, privacy, records controls and applicable legal authority apply. No correction, annotation, conversion or status change shall erase the historical marriage record.	Service completed / record annotated or status updated as authorised

O.4 Religious Marriages - Christian, Hindu and Islamic

The reviewer mapping combines Christian, Hindu and Islamic journeys but identifies conditional differences in officiant authorization. Those differences shall be validated during SRS and legal validation rather than assumed to be identical.

Step	User / Actor Action	System Response / Workflow	Integration / Dependency	Data / Record	Legal / Business Rule	Output / Status
1. Application & Submission	Applicant authenticates, selects the applicable marriage service/type, completes the application, provides required particulars and declarations, uploads supporting evidence, pays the prescribed fee and submits.	Create a unique case; validate mandatory fields and document types; perform initial identity checks; obtain payment confirmation; link supporting documents; acknowledge submission and provide case/reference number.	eCitizen; IPRS / approved identity service; OAG EDRMS; Government Payment Platform via Paybill 222222.	Party profiles; application; declarations; supporting document/EDRMS references; payment reference; case record.	Marriage Act, applicable Marriage Rules and requirements for the selected marriage type. Fees, forms and required documents shall be configurable and legally validated.	Application received / incomplete / payment pending
2. Eligibility & Statutory Validation	Applicant confirms or supplements particulars and responds to any system or officer query.	Perform automated and officer-assisted checks for completeness, identity and lawful age; marital status; duplicate/potential conflicting applications; prohibited relationship and applicable declarations. Route inconclusive or exceptional results for authorised review rather than automatic rejection.	IPRS / approved identity service; Civil Registration Services where approved; Marriage Master Database; Divorce Master Database.	Identity/party data; Marriage and Divorce Master results; validation results; declarations; decision/exception log.	Apply only legally authorised eligibility rules. External-source results support validation but do not replace authorised Registrar review where a legal or data exception exists.	Eligible / clarification required / exception review / not eligible
3. Notice & Objection - Where Applicable	Parties participate in the statutory notice process and respond to any objection, query or direction where the applicable marriage type requires notice.	Generate/publish the prescribed notice through approved channels; calculate and monitor the applicable notice period; receive and securely	eCitizen; OAG EDRMS; OAG LCMS and/or Judiciary where a related court	Notice; publication/service evidence; objection; supporting evidence; determination; notification and audit log.	Notice and objection controls apply only to marriage types/circumstances for which they are legally required. An	Notice period closed / no objection / objection under review /

		record objections; suspend progression where required; route objection for determination; record decision; notify parties; maintain links to any related review/court matter.	matter arises.		unresolved objection shall block progression where required by law.	objection resolved
4.1-4.3 Celebration Booking & Officiant Validation	Parties book or confirm the celebration and identify the applicable authorised officiant, including Minister of Faith or other authorised celebrant as applicable to the marriage type.	Validate the officiant against the central authorised-celebrant/Minister of Faith register. For a Minister of Faith, confirm licence/authority status and, where applicable, validate the stated religious society, its active/compliance status, permitted objects and the minister's affiliation/authorisation. Block or route discrepancies for authorised review.	Registrar of Societies; central Minister of Faith / celebrant register; approved OAG workflow.	Celebrant/Minister profile; licence/authority; society validation result; booking; exception record.	Only a person legally authorised for the applicable marriage type may solemnise the marriage. Religious-society validation applies where relevant to Minister of Faith licensing/authority.	Celebrant validated / blocked / exception review
4.4-4.6 Witnesses & Celebration	Parties and required witnesses attend the celebration; authorised officiant confirms identities, conducts the marriage in accordance with the applicable law and records the celebration.	Verify parties and witnesses as applicable; retrieve approved case; capture date/place/officiant/witness particulars and required declarations; record the celebration and officiant activity; prevent completion where a blocking condition remains unresolved.	Approved identity verification; Registrar of Marriages System; EDRMS where supporting records are retained.	Party/witness details; celebration record; officiant activity; declarations; supporting-document references; audit trail.	Apply the celebration and witness requirements for the relevant marriage type. The system shall preserve who performed each action and when.	Celebration recorded / exception referred

5. Registration	Authorised officer/officiant completes the registration steps required after a valid celebration.	Validate completeness and integrity of the celebration record; create the authoritative Marriage Master Database entry; allocate/register the applicable marriage/register reference; update officiant activity; link managed documents in EDRMS; preserve complete audit history.	Registrar of Marriages System; OAG EDRMS.	Marriage Master record; statutory register/reference; celebrant activity; EDRMS references; audit log.	The Marriage Master Database is authoritative for structured marriage-service records. Registration shall not overwrite historical data or bypass outstanding statutory controls.	Marriage registered / registration pending exception
6. Certificate Issuance & Verification	Parties receive the approved marriage certificate/output through the authorised channel.	Generate the prescribed certificate from the approved register entry; apply authorised signature/approval and security controls; issue/deliver through approved channels; enable QR/reference verification where approved; record issuance, re-issuance and verification events.	Registrar of Marriages System; eCitizen outbound delivery where approved; SMS/email notification service; EDRMS where applicable.	Certificate; issue/signature record; delivery record; verification reference/log.	Certificate data must derive from the authoritative approved marriage record. Certificate templates, signatories and security features shall be controlled and configurable subject to legal approval.	Certificate issued / delivered / available for verification
7. Post-Registration Services	Authorised applicant/user requests a permitted service such as certified copy/search, status confirmation, correction/annotation or another approved post-registration service. Divorce/death-related updates follow their	Authenticate and classify the request; retrieve the authoritative record; apply service-specific approval, payment, disclosure and evidence rules; process certified copy/search or lawful correction/annotation; link divorce or death updates	eCitizen; OAG EDRMS; Judiciary for verified divorce orders; Civil Registration - Deaths; IGRP/approved interfaces where	Marriage Master; Divorce Master where applicable; correction/annotation history; certified-copy/search request; status response; supporting evidence; audit log.	Post-registration changes require lawful authority and must preserve the original record and amendment/status history. Disclose only authorised information	Service completed / clarification or exception / status updated

	dedicated controlled workflows.	without destroying the original marriage record; maintain full audit trail.	applicable.		and apply data-minimisation /privacy controls. Divorce updates require verified court authority; death status relies on the authoritative civil-registration source.	

O.5 Ministers of Faith / Celebrant Licensing Journey

Step	User / Actor Action	System Response / Workflow	Integration / Dependency	Data / Record	Legal / Business Rule	Output / Status
1. Application and Profile Creation	Minister/applicant authenticates, selects application type (new licence, renewal, amendment, replacement or other permitted transaction), completes profile/application, uploads required evidence and submits.	Create or retrieve minister profile and open a licence case; validate mandatory fields, required documents, duplicates and completeness; issue case reference and route incomplete submissions for clarification.	eCitizen SSO / approved access channel; IPRS or approved identity service; OAG EDRMS	Minister profile; ID details; contact details; religious society; appointment /authority evidence; supporting documents; case reference	Only permitted application types and required evidence shall be accepted. Personal data shall be processed under approved access, privacy and records controls.	Application received / clarification required
2. Payment and Identity Validation	Applicant pays the applicable configurable fee and responds to identity or document queries.	Assess fee; generate payment reference; confirm payment; validate identity and applicant particulars; retain payment and validation evidence.	Paybill 222222 payment gateway; IPRS / approved identity service; eCitizen notifications	Invoice/reference; receipt; payment status; identity validation result; exception record	Fees shall be configurable by the Registrar and shall not be hard-coded. Failed or inconclusive identity checks shall route to controlled	Payment confirmed; identity validated / exception review

					manual review.	
3. Religious Society and Minister Authority Validation	Applicant confirms the religious society and, where required, responds to discrepancies or supplies additional authority evidence.	Validate that the stated religious society is registered and active; confirm returns/compliance status; confirm that its registered objects/mandate permit religious activities involving solemnisation of marriages; verify the minister's affiliation, appointment or authorisation; record auditable validation results and route discrepancies for review.	Registrar of Societies; OAG EDRMS; IGRP where an approved API/service is available	Society identifier; registration/active status; returns/compliance result; objects/mandate result; minister affiliation/authorisation result; supporting evidence	Registrar of Societies remains authoritative for society information. External-system failure or an inconclusive response shall not silently validate the application.	Validated / discrepancy / manual review
4. Registrar Review and Decision	Applicant responds to clarification requests and receives the Registrar's decision.	Authorised officer reviews the application, identity, payment, society validation and minister authority; requests clarification where necessary; applies maker-checker/delegated approval; approves, declines or escalates with reasons; records complete audit trail and notifies applicant.	Registrar of Marriages workflow; eCitizen / SMS / email; OAG EDRMS	Review notes; clarification history; recommendation; approval/decision; officer; timestamp; reasons	Approval hierarchy and delegated authority shall be configurable by the Registrar. No adverse decision shall be made by an automated rule without authorised review where legal or factual judgment is required.	Approved / declined / clarification / escalated
5. Licence Issuance and Central Celebra	Approved minister receives the licence and may verify its status.	Generate the approved licence with unique licence number and approved security/verification features;	Registrar of Marriages System; eCitizen outbound; SMS/email; digital	Licence; licence number; validity/status; society link; approval/sig	Licence must remain traceable to the approved case and society validation.	Licence active and verifiable

nt Register		record effective and expiry dates where applicable; update the central celebrant register; deliver securely and enable controlled verification.	signature / QR verification where approved; OAG EDRMS	nature record; central celebrant register entry; verification log	QR/public verification shall disclose only approved minimum information.	
5A. Gazette Publication - Conditional / Future	No separate applicant action unless gazettement is required by law or directed by the Registrar.	Where gazettement is introduced or required, prepare the approved notice, route for approval, transmit to Government Printer/Kenya Gazette, capture publication reference/date and link it to the licence record.	Government Printer / Kenya Gazette; OAG workflow	Approved notice; minister/licence reference; Gazette number; publication date/reference	Gazettement is not currently a routine prerequisite for Ministers of Faith, but the system shall support a configurable gazettement workflow for future use.	Published / not applicable / pending
6. Hindu / Islamic or Other Authorised Celebrant Branch	Authorised officiant/Kadhi/Sheikh/Imam or other legally recognised celebrant is presented for registration/authorisation where applicable.	Apply the legally validated workflow for the relevant category; capture authority and source evidence; register the officiant in the central celebrant register with the correct category, scope and status.	Approved verification sources; Registrar of Marriages System; OAG EDRMS	Officiant profile; category; source authority; scope; status; supporting evidence; audit trail	The specific workflow and evidence shall reflect the applicable Marriage Act provisions and validated legal requirements for the relevant marriage system; the solution shall not force a Minister-of-Faith process onto legally different categories.	Officiant authorised / registered / exception review
7. Validation Before Solemnisation and Activity Recording	Licensed/authorised celebrant is selected to solemnise a marriage.	Before permitting the marriage transaction, validate that the celebrant licence/authority is active and valid for the applicable marriage type;	Central celebrant register; Registrar of Societies; Marriage Registration module; IGRP	Licence status; society validation result; marriage transaction; date/place; parties; celebrant	A celebrant shall not be permitted to act outside the scope or validity of the approved authority. All validation	Transaction permitted / blocked / exception review

		where relevant re-check society standing and minister affiliation; verify identity/QR as configured; block suspended, revoked, expired or otherwise ineligible celebrants; record each solemnisation activity.	where applicable	activity record; validation log	outcomes and overrides shall be auditable.	
8. Licence Lifecycle Management	Minister applies for renewal, amendment, replacement or reinstatement; reports loss where applicable; responds to suspension/revocation or compliance action.	Manage expiry reminders, renewal, amendment, replacement, suspension, revocation, reinstatement, loss/re-issue and other approved lifecycle events; reassess fee, identity, society standing and authority as applicable; preserve status history; prevent use where licence is inactive.	eCitizen; Paybill 222222; Registrar of Societies; OAG EDRMS; notifications	Lifecycle application; payment; updated licence; previous and current status; reason; approval; effective date; audit history	Lifecycle changes shall never overwrite prior licence/status history. Effective dates, reasons, approving authority and complete audit trail are mandatory.	Licence renewed / amended / replaced / suspended / revoked / reinstated
9. Litigation / Review Linkage	Where a licence decision or disciplinary matter results in litigation or formal court proceedings, authorised OAG users manage the related case.	Create/link the relevant litigation reference; exchange only approved case status/statistics with the licensing module; retain the licensing decision and court outcome references without duplicating full court-case management.	OAG LCMS; Judiciary e-Filing/court systems where applicable	LCMS case reference; court reference; related licence/decision; approved case status/outcome	LCMS remains authoritative for OAG litigation. The licensing module retains the business decision, licence status and approved case reference/status only.	Litigation linked / outcome reflected as authorised
10. Verificat	Public/authorised user	Provide privacy-controlled	Registrar of Marriages	Central celebrant	Public verification	Verified result /

ion, Search and Management Reporting	verifies a minister/licence; authorised management users review licensing and activity reports.	verification/search; show approved licence status and minimal celebrant information; produce reports on applications, approvals, renewals, expiries, suspensions, revocations, society-validation exceptions, activity and payments; maintain audit logs.	System; BI/reporting; approved public verification service	register; verification log; application/licence status; activity records; payment and exception data	shall apply minimum disclosure. Management reporting shall be role-based and shall not expose unnecessary personal data.	management report

Implementation note: The central celebrant register shall distinguish Ministers of Faith from other legally authorised celebrants. Society validation is mandatory where the authority depends on a religious society; it shall not be imposed on a legally different category unless required by the applicable law or approved business rule.

O.6 Registrar of Adoption Services - End-to-End Journey

This journey is derived from the Registrar of Adoption Services requirements in the TOR and must be validated against the approved adoption workflow and applicable legal requirements during SRS.

Step	User / Actor Action	System Response / Workflow	Integration / Dependency	Data / Record	Legal / Business Rule	Output / Status
1. Application and Classification	Applicant or Advocate initiates an adoption registration service and provides applicant and adoptive-parent particulars.	Create case; capture applicant and adoptive-parent details; classify as Abandoned Child, Family Adoption, Offered Adoption or Foreign Adoption; generate case reference.	Approved access channel; EDRMS	Application; applicant details; adoptive-parent details; case reference	Access restricted to authorised users; applicable adoption requirements apply.	Case opened and classified

Step	User / Actor Action	System Response / Workflow	Integration / Dependency	Data / Record	Legal / Business Rule	Output / Status
2. Supporting Documents and Completeness Review	Applicant/Advocate submits the required supporting documents for the applicable adoption category.	Validate completeness and document requirements; link supporting documents to the case; return incomplete applications for clarification.	EDRMS; identity validation where approved	Adoption Order; Certificate Declaring Child Free for Adoption; Children Services recommendation; consent/waiver; birth certificate; Committal Order; police letter or other applicable documents	Required documents depend on adoption category. Documents are obtained through applicable upstream processes; external agencies are not automatically workflow users of the system.	Complete / clarification required
3. State Counsel Review and Decision	Applicant/Advocate responds to any clarification request.	State Counsel reviews the application and supporting evidence; requests clarification where necessary; records recommendation/decision. Substantive legal issues are escalated for appropriate legal action.	OAG internal workflow; EDRMS	Review notes; clarification history; legal decision/recommendation	Case-level confidentiality, RBAC and complete audit trail. Legal issues are not resolved through automated override.	Approved / clarification required / declined or escalated
4. Registration and Certificate of Entry	Applicant completes applicable requirements following approval.	Authorised State Counsel enters the approved adoption in the Adopted Children Register and generates the Certificate of Entry	Adoption System; EDRMS; approved notification service	Adopted Children Register entry; Certificate of Entry; approval/sig	Registrar General is the final signing authority for every Certificate	Register entry created; Certificate of Entry issued

Step	User / Actor Action	System Response / Workflow	Integration / Dependency	Data / Record	Legal / Business Rule	Output / Status
		for approval and signature by the Registrar General. Applicant is notified upon issuance.		nature record	of Entry. Certificate must remain traceable to the approved adoption case and register entry.	
5. Re-issue of Lost Certificate	Authorised applicant requests replacement/re-issue of a lost Certificate of Entry and provides the required reference/evidence.	Locate and validate the authoritative register entry; process the approved re-issue; generate replacement certificate while preserving the original record and history.	Adoption System; EDRMS	Original register entry; re-issue request; replacement certificate; audit trail	Re-issue shall not create a new adoption registration. Full traceability to the original entry shall be maintained.	Certificate re-issued
6. Amendment / Rectification	Authorised applicant submits the applicable amended Court Order or other legally authorised instrument.	Validate the authority; amend the affected record; preserve the original values and complete amendment history; issue amended certificate where authorised.	Adoption System; EDRMS	Court Order; original entry; amended entry; certificate; audit history	Date of entry remains unchanged; date of issue changes. No amendment without appropriate legal authority.	Record amended / certificate issued

Step	User / Actor Action	System Response / Workflow	Integration / Dependency	Data / Record	Legal / Business Rule	Output / Status
7. Cancellation / Revocation / Annotation	Applicable authorised process presents a Court Order or other lawful authority requiring action on an adoption record.	Record the cancellation, revocation, annotation or other authorised action without deleting or overwriting the historical record.	Adoption System; EDRMS	Court Order; register entry; annotation/status; audit history	Court-order driven. Historical record and previous status must remain preserved and auditable.	Record updated/annotated
8. Search / Confirmation of Adoption Record	Applicant applies to the Registrar General for confirmation of whether an adoption record exists.	Request is routed to authorised State Counsel, who conducts the restricted search and records the result. The applicant is not provided direct access to browse the register.	Adoption System; EDRMS	Search request; search criteria; result; audit log	Only authorised officers may search adoption records. Disclosure is limited to what is lawfully authorised.	Existence/non-existence confirmed as authorised
9. Adopted Person Request for Information	Adopted person presents the adoption certificate/reference and requests permitted information.	Authorised officer validates the certificate/reference, retrieves the relevant restricted record and processes disclosure in accordance with applicable legal and privacy requirements.	Adoption System; EDRMS	Certificate/reference; identity/validation record; request; disclosure record	Strict confidentiality, identity validation, purpose limitation, RBAC and audit trail apply.	Permitted information provided / request determined

O.7 Divorce, Dissolution and Marriage-Status Update Journey

Step	User / Actor Action	System Response / Workflow	Integration / Dependency	Data / Record	Legal / Business Rule	Output / Status
1. Receipt of Divorce/Status Update	Registrar/authorized officer receives a High Court decree/order or approved electronic notification requiring update of an existing marriage record.	Create status-update case; identify and link the affected marriage record; capture court reference and relevant particulars.	Judiciary interface / approved administrative channel	Marriage record; court decree/order; court reference; status-update case	Update must relate to an identifiable existing marriage record and be supported by the applicable court authority.	Case opened
2. Verification of Court Order	Authorized officer reviews the decree/order and associated particulars.	Validate the court order and relevant case particulars through the Judiciary interface where available; where electronic verification is unavailable or inconclusive, route to a controlled exception process.	Judiciary; OAG EDRMS	Court order; case particulars; verification result; EDRMS reference	No marriage-status change shall be effected without verified/accepted legal authority. Exceptions require authorised review and audit trail.	Verified / exception referred
3. Review and Approval	Registrar/authorised officer reviews the proposed status update.	Apply applicable maker-checker/approval controls; record	OAG internal workflow	Decision; effective date; approval record; audit trail	RBAC, segregation of duties and complete auditability apply.	Approved / rejected / clarification required

Step	User / Actor Action	System Response / Workflow	Integration / Dependency	Data / Record	Legal / Business Rule	Output / Status
		decision, effective date and approving officer; prevent unauthorised alteration.				
4. Update Divorce and Marriage Records	Authorised officer completes the approved update.	Create/update the Divorce Master Database and update the corresponding status indicator in the Marriage Master Database while preserving the original marriage record and complete status history.	Registrar of Marriages System; EDRMS where applicable	Divorce Master record; Marriage Master record/status; court-order reference; audit history	The original marriage record shall not be overwritten or destroyed. Divorce information and marriage-status history shall remain traceable to the applicable court authority.	Divorce recorded / marriage status updated
5. Controlled Status Verification	Authorised internal or external service requests marriage-status information where permitted.	Return only the minimum approved status information through an authorised interface; record the requesting system/user, transaction and response.	Approved internal/external interfaces; IGRP where applicable	Status response; request reference; audit log	Data minimisation, purpose limitation, access control and privacy requirements apply. Detailed divorce information shall not be disclosed	Authoritative status response provided

Step	User / Actor Action	System Response / Workflow	Integration / Dependency	Data / Record	Legal / Business Rule	Output / Status
					where only marriage-status confirmation is required.	

O.8 Common Exception and Recovery Journey

Step	User / Actor Action	System Response / Workflow	Integration / Dependency	Data / Record	Legal / Business Rule	Output / Status
E1	User submits incomplete/invalid information.	Identify missing/invalid fields and return actionable validation message without losing valid data.	None / relevant validation service	Validation result	Usability; data quality	Correction required
E2	External verification service is unavailable.	Queue/retry according to integration policy; create exception work item; do not silently approve.	IGRP / external API	Integration event; exception record	Section 6.4; Integration Dependency Register	Pending external verification
E3	Payment is pending/failed/duplicated/reversed.	Reconcile transaction; prevent duplicate service completion; route unresolved exceptions.	Paybill 222222	Payment/reconciliation record	Payment controls	Paid / pending / reversed / exception

Step	User / Actor Action	System Response / Workflow	Integration / Dependency	Data / Record	Legal / Business Rule	Output / Status
E4	Duplicate/conflicting marriage or status record detected.	Block straight-through completion and route to authorised review with evidence.	Marriage/ Divorce Master; identity service	Potential duplicate; decision log	Cross-database validation	Resolved / rejected / merged under control
E5	Objection/legal hold exists.	Suspend affected workflow and prevent certificate/registration completion until authorised release.	OAG workflow / LCMS where applicable	Objection/hold record	Section 5.10	Suspended / released
E6	Officer applies authorised override.	Require reason, authority, maker-checker where applicable and immutable audit evidence.	OAG system	Override decision; audit trail	Auditability and exception governance	Override recorded
E7	Notification delivery fails.	Retry approved channels and retain delivery status without rolling back completed legal transaction.	SMS/email /eCitizen outbound	Notification log	Communication controls	Delivered / failed with evidence

O.9 Journey Validation, Traceability and Acceptance

The Contractor shall validate every journey with OAG business, legal, records, ICT, data-protection and other designated stakeholders during the SRS stage.

Each journey step shall be mapped in the RTM to the applicable TOR requirement, SRS requirement/use case or user story, design component, integration/interface where applicable, test case, UAT evidence and acceptance result.

Conditional branches, statutory timelines, manual exception routes, unavailable external integrations and role-specific variations shall be explicitly modelled rather than hidden within narrative assumptions.

Where reviewer mapping contains an item identified as TBD, not cited, conditional or requiring confirmation, the Contractor shall not infer a legal rule. The item shall be resolved through the Legal Requirements Validation Register and approved SRS process.

Journey validation shall not reduce the Contractor's obligation to implement any requirement stated elsewhere in the TOR or its annexes. Where a detailed requirement exists elsewhere, that detailed requirement prevails over the summary representation in this Annex.

Part III – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

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Section VIII - General Conditions of Contract

A. General Provisions

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

(a) The Adjudicator is the person appointed jointly by the Employer and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder;

(b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;

(c) "Bank" means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;

(c) "Association" means the International Development Association, Washington, D.C., U.S.A.;

(d) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer;

(e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of the Contract Agreement;

(f) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(g) "Dayworks" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration;

(h) "Employer" means the party who employs the Service Provider;

(i) "Employer's Personnel" means all staff, labor and other employees of the Employer engaged in fulfilling the Employer's obligations under the Contract; and any other personnel identified as Employer's Personnel, by a notice from the Employer to the Service provider;

(j) "ES" means Environmental and Social, as applicable, (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));

(k) "Foreign Currency" means any currency other than the currency of the country of the Employer;

(l) "GCC" means these General Conditions of Contract;

(m) "Government" means the Government of the Employer's Country;

(n) "Local Currency" means the currency of the country of the Employer;

(o) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract;

(p) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;

(q) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;

(r) "Service Provider's Personnel" means all personnel whom the Service Provider utilizes in the execution of the Services, including the staff, labor and other employees of the Service Provider and each Subcontractor; and any other personnel assisting the Service Provider in the execution of the Services;

(s) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

(t) "Specifications" means the specifications of the Services included in the Contract, and any additions and modifications to the specifications in accordance with the Contract;

(u) "Services" means the work to be performed by the Service Provider pursuant to the Contract;

(v) "Sexual Exploitation and Abuse" "(SEA)" means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

(w) "Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Service Provider's Personnel with other Service Provider's Personnel or Employer's Personnel;

(x) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of the Employer's Country, unless otherwise **specified in the Special Conditions of Contract (SCC).**

1.3 Language This Contract has been executed in the language **specified in the SCC,** which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC.**

1.5 Location The Services shall be performed at such locations as are specified in Appendix A, in the Specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.

1.6 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC.**

1.7 Inspection and Audit by the Bank

Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Service Provider's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.10 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

1.8 Taxes and Duties

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**

2.2 Commencement of Services

2.2.1 Program

Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. Such submission to the Employer shall include any applicable environmental and social management plan to manage environmental and social risks and impacts.

The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**

2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not

complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

2.4.1 Value Engineering

The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

(a) the proposed change(s), and a description of the difference to the existing contract requirements;

(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Employer may incur in implementing the value engineering proposal; and

(c) a description of any effect(s) of the change on performance/functionality.

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

(a) accelerates the delivery period; or

(b) reduces the Contract Price or the life cycle costs to the Employer; or

(c) improves the quality, efficiency, safety or sustainability of the services; or

(d) yields any other benefits to the Employer,

without compromising the necessary functions of the Services.

If the value engineering proposal is approved by the Employer and results in:

(a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or

(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time 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.

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

(a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;

(b) if the Service Provider become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Service Provider, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of Attachment 1 to the GCC, in competing for or in executing the Contract

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or

(b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Suspension of Loan or Credit

In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

(a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.

(b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the

Service Provider may immediately issue a 14 day termination notice.

2.6.4 Payment upon Termination Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Service Provider's Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.

The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of the Service Provider's Personnel employed for the execution of Services at the locations in the Employer's country where the Services are executed.

If **required in the SCC**, the Service Provider shall submit to the Employer for its approval a health and safety manual which has been specifically prepared for the Contract.

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.

The health and safety manual shall set out any applicable health and safety requirement under the Contract,

(a) which may include:

(i) the procedures to establish and maintain a safe working environment;

(ii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated

incident, arising from natural or man-made hazards);

(iii) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,

(iv) the measures to be implemented to avoid or minimize the spread of communicable diseases; and

(b) any other requirements stated in the Employer's Requirements.

The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

The Service Provider shall require that its Subcontractors execute the Services in accordance with the Contract, including complying with applicable ES requirements and the obligations set out in GCC Sub-Clause 3.12.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Service Provider's Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any business or professional activity that would conflict with the activities assigned to them under this Contract. The Service provider has an obligation and shall ensure that its Service Provider's Personnel 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 the Employer, 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.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC;** and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Employer's Prior Approval

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services,

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),

(c) changing the Program of activities; and

(d) any other action that may be **specified in the SCC.**

Submission by the Contractor for the Employer's approval, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix I- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration.

3.6 Reporting Obligations

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

If specified in Appendix B, the reporting requirements shall include applicable environmental and social aspects.

The Service Provider shall inform the Employer immediately of any allegation, incident or accident in the locations in the Employer's country where the Services are executed, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Service Provider's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Service Provider, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Employer of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Services which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Service Provider's, its Subcontractors' and suppliers' Personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Service provider shall provide full details of such incidents or accidents to the Employer within the timeframe agreed with the Employer.

The Service Provider shall require its Subcontractors and suppliers to immediately notify the Service Provider of any incidents or accidents referred to in this Sub- Clause.

3.7 Documents Prepared by the Service Provider to Be the Property of the Employer

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC.**

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC.** The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.**

3.9 Performance Security

If required as **specified in the SCC**, the Service Provider shall provide to the Employer a Performance Security for the performance of the Contract, in the amount **specified in the SCC** and no later than the date specified in the Letter of acceptance.

As **specified in the SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Employer; and shall be in one of the format stipulated by the Employer in the **SCC**, or in another format acceptable to the Employer.

The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

3.10 Fraud and Corruption

The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the Attachment 1 to the GCC.

The Employer requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding 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.

3.11 Sustainable Procurement

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

3.12 Code of Conduct

The Service Provider shall have a Code of Conduct for the Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided.

The Service Provider shall take all necessary measures to ensure that each Service Provider's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Service Provider's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Service Provider shall also ensure, as applicable, that the Code of Conduct is visibly displayed in locations in the Employer's country where the Services are executed as well as in areas outside the locations accessible to the local community and any project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Service Provider's Personnel, Employer's Personnel and the local community.

The Service Provider's Management Strategy and Implementation Plans, as applicable, shall include appropriate processes for the Service Provider to verify compliance with these obligations.

3.13 Training of Service Provider's Personnel

The Service Provider shall provide appropriate training to its relevant personnel on any applicable ES aspects of the Contract, including appropriate sensitization on prohibition of SEA/SH.

As stated in the Employer's Requirements or as instructed by the Employer, the Service Provider shall also allow appropriate opportunities for the relevant Service Provider's Personnel to be

trained on applicable ES aspects of the Contract by the Employer's Personnel and/or other personnel assigned by the Employer.

The Service Provider shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Service Provider's Personnel.

3.14 Security of the Site

Unless stated otherwise in the SCC, the Service Provider shall be responsible for the security at the locations in the Employer's country where the services are carried out including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

If required in the SCC, prior to the Starting Date for the commencement of Services, the Service Provider shall submit for the Employer's No-objection a security management plan that sets the security arrangements for the locations in the Employer's country where the Services are executed.

In making security arrangements, the Service Provider shall be guided by applicable laws and any other requirements that may be stated in the Employer's Requirements.

The Service Provider shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards the Service Provider's personnel, Employer's personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Employer's Requirements.

The Service Provider shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

3.15 Protection of the Environment

As applicable, the Service Provider shall take all necessary measures to:

i. protect the environment (both on and off the locations where the Services are executed) from damages resulting from its operations/and or activities; and

ii. limit damage and nuisance to people and property resulting from pollution, noise and other results of the Service Provider's operations and/ or activities.

The Service Provider shall ensure that any emissions, surface discharges, effluent and any other pollutants from the its activities shall exceed neither the values that may be indicated in the Employer's Requirements, nor those prescribed by applicable laws.

In the event of damage to the environment, property and/or nuisance to people, on or off the locations where the Services are carried out, as a result of the Service Provider's operations and/or activities, the Service Provider shall agree with the Employer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Service Provider shall implement such remedies at its cost to the satisfaction of the Employer.

3.16 Cultural Heritage Findings

All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural, religious interest found on the locations in the Employer's country where the Services are carried out shall be placed under the care and custody of the Employer.

As soon as practicable after discovery of any such finding, the Service Provider shall give a notice to the Employer, to give the Employer the opportunity to promptly inspect and/or investigate the finding before it is disturbed and to issue instructions for dealing with it.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

(b) The Employer may require the Service Provider to remove (or cause to be removed) a Service Provider's Personnel, who:

(i) persists in any misconduct or lack of care;

(ii) carries out duties incompetently or negligently;

(iii) fails to comply with any provision of the Contract;

(iv) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;

(v) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Contract;

(vi) has been recruited from the Employer's Personnel;

(vii) undertakes behavior which breaches the Code of Conduct (ES), as applicable.

As appropriate, the Service provider shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Employer to remove or cause to remove any person, the Service provider shall take immediate action as appropriate in response to any violation of (i) through (vii) above. Such immediate action shall include removing (or causing to be removed) from the locations where the Services are carried out , any Service Provider's Personnel who engages in (i), (ii), (iii), (iv), (v) or (vii) above or has been recruited as stated in (vi) above.

(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4.3 Service Provider's Personnel

Engagement of Service Provider's Personnel

The Service Provider shall make arrangements for the engagement of the Service Provider's Personnel.

The Service Provider is encouraged, to the extent practicable and reasonable, to use local labor that has the necessary skills.

Subject to GCC 5.1, the Service Provider shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all personnel to be employed for the Services into the Employer's country.

The Service Provider shall at its own expense provide the means of repatriation to all of its personnel employed for the execution of the Services to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure.

Persons in the Service of Employer

The Service Provider shall not recruit, or attempt to recruit, staff and labor from amongst the Employer's Personnel.

Labor Laws

The Service provider shall comply with all the relevant labor laws applicable to the Service Provider's Personnel, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

The Service Provider shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.

The Service Provider shall, in all dealings with its personnel currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.

Rates of Wages and Conditions of Labor

The Service Provider shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the Service is carried out. If no established rates or conditions are applicable, the Service Provider shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Service Provider.

The Service Provider shall inform the Service Provider's Personnel about their liability to pay personal income taxes in the Employer's country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the country for the time being in force, and the Service provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.

Facilities for Service Provider's Personnel

If **stated in the SCC and subject to GCC Sub-Clause 5.3**, the Service Provider shall provide and maintain all necessary accommodation and welfare facilities for the Service Provider's

Personnel employed for the execution of the Contract at the locations in the Employer's country where the Services are provided.

In the event of the death of any of the Service Provider's Personnel or accompanying members of their families, the Service Provider shall be responsible for making the appropriate arrangements for their return or burial, unless otherwise specified in the SCC.

Workers' Organizations

In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Service Provider shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Service Provider shall enable alternative means for the service provider's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Service Provider shall not seek to influence or control these alternative means. The Service Provider shall not discriminate or retaliate against the Service Provider's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

Non-Discrimination and Equal Opportunity

The Service Provider shall not make decisions relating to the employment or treatment of Service Provider's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Service Provider shall base the employment of Service Provider's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Service Provider shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant

workers and children (of working age in accordance with this Sub-Clause).

Forced Labor

The Service Provider, including its Subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

Child Labor

The Service Provider, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Service Provider, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Service Provider including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Service Provider with the Employer's consent. The Service Provider shall be subject to regular monitoring by the Employer that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

(a) with exposure to physical, psychological or sexual abuse;

(b) underground, underwater, working at heights or in confined spaces;

(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;

(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or

(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

5. Obligations of the Employer

5.1 Assistance and Exemptions The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

5.2 Change in the Applicable Law If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

6.2 Contract Price

(a) The price payable in local currency is **set forth in the SCC.**

(b) The price payable in foreign currency is set **forth in the SCC.**

6.3 Payment for Additional Services, and

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a

Performance Incentive Compensation

breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 **If the SCC so specify,** the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC. Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC.** Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

6.5 Interest on Delayed Payments

If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC.** If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$\mathbf{P_c = A_c + B_c\ Lmc/Loc + C_c\ Imc/Ioc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".

A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and

Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 28 days before Bid opening for labor; both in the specific currency "c".

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days

before Bid opening for other inputs payable; both in the specific currency "c".

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Zo/Zn will be applied to the respective component factor of pn for the formula of the relevant currency. Zo is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Zn is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Dayworks

6.7.1 If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC.** The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and

(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability

Lack of Performance Penalty

period shall be extended for as long as Defects remain to be corrected.

(b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.

(c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC,** together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 Unless otherwise agreed by both the Employer and the Service Provider, arbitration shall be conducted as follows:

(a) For contracts with foreign Service Providers:

unless otherwise specified in the SCC; the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce; by one or three arbitrators appointed in accordance with these Rules. The

place of arbitration shall be the neutral location **stated in the SCC**; and the arbitration shall be conducted in the ruling language **stated in the SCC**;

and

(b) For contracts with national Service Providers, arbitration with proceedings conducted in accordance with the laws of the Employer's country.

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

ATTACHMENT 1

Fraud and Corruption

(Text in this Attachment shall not be modified)

1. Purpose

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

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (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, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

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

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[3] all accounts, records and other documents relating to procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

Section IX - Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words "in the Government's country" are amended to read "in ***Kenya***."
1.1(a)	The Adjudicator is ***to be mutually agreed upon prior to Contract Signing; failing which, shall appointed by either CIArb Kenya or NCIA***
1.1(e)	The contract name is **Provision of Automated Services for Marriage Registration for the Office of the Attorney General RFB No. KE-ICTA-580413-NC-RFB**
1.1(h)	The Employer is **Information and Communications Technology Authority (ICTA)**
1.1(o)	The Member in Charge is ***to be inserted upon Contract Award as nominated in the Power of Attorney / Bid Form***
1.1(q)	The Service Provider is ***to be inserted upon Contract Award from the Successful Bid***
1.2	The Applicable Law is: Laws of the Republic of Kenya
1.3	The language is **English**
1.4	The addresses are: Employer: **Information and Communications Technology Authority (ICTA)** Attention: Chief Executive Officer Contact: +254 20 667 6999 Email: procurement@ict.go.ke / ceo@ict.go.ke Telex: N/A Facsimile: N/A Service Provider: _____ Attention: Contact: Email:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.6	The Authorized Representatives are: Employer: **Information and Communications Technology Authority (ICTA)** Attention: Chief Executive Officer Contact: +254 20 667 6999 Email: procurement@ict.go.ke / ceo@ict.go.ke For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is: **the date of last signature by the duly authorized representatives of both parties**
2.2.2	The Starting Date for the commencement of Services is **within fourteen (14) days from the Effective Date of the Contract, or such other date as may be mutually agreed in writing by the Project Manager**.
2.3	The Intended Completion Date is **12 months from the commencement date**
2.4.1	If the value engineering proposal is approved by the Employer the amount to be paid to the Service Provider shall be **NONE** of the reduction in the Contract Price.
3.1	Health and safety manual **is not** required
3.2.3	Activities prohibited after termination of this Contract are: **Further Use or Exploitation of Proprietary Data & Systems:** The Service Provider is strictly prohibited from utilizing, accessing, retaining, or exploiting any confidential information, citizen databases, civil registry records (such as IPRS or marriage/adoption data), or source code developed or accessed during the contract for any purpose outside the scope of official handover to the Office of the Attorney General (OAG). **Retention of Unauthorized System Credentials & Access Keys:** The Service Provider is prohibited from retaining, failing to surrender, or continuing to use any administrative privileges, database access tokens, Secure Shell (SSH) keys, API credentials, or root passwords granting access to the Konza National Data Centre hosting infrastructure or integrated eCitizen environments. **Disclosure of Confidential Information:** The Service Provider and its personnel are prohibited from disclosing any proprietary government data, security audit findings, VAPT reports, or

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	system architecture schematics to any third party without prior express written consent from the Employer. **Failure to Return or Destroy Project Artifacts:** While not a direct "action" but a prohibited omission, the Provider is prohibited from withholding, failing to transfer, or refusing to securely destroy/purge working copies of project documentation, software repositories, and database backups after the mandatory knowledge transfer and system handover are completed.
3.4	The risks and coverage by insurance shall be: i) Third Party Motor Vehicle as per the Laws of Kenya ii) Third Party Liability as per the Laws of Kenya iii) Employer's liability and workers' compensation as per the Laws of Kenya iv) Professional liability - Equivalent to 100% of Contract Value v) Loss or damage to equipment and property - All-risks insurance covering staging servers, development hardware, and migration media **Specific Insurance Conditions & Terms:** **Deductibles & Excess:** The deductibles applicable to each insurance policy shall be borne exclusively by the Service Provider. **Evidence of Coverage:** Prior to the commencement of services (Phase 1), the Service Provider shall submit original insurance policy certificates and premium payment receipts to the Employer's Project Manager. **Policy Validity:** All insurances must remain valid and fully active throughout the entire project implementation phase and the Defects Notification Period (DNP).
3.5(d)	The other actions are **NONE**
3.7	Restrictions on the use of documents prepared by the Service Provider are: **Employer's Absolute Ownership of Intellectual Property (GCC Clause on Proprietary Rights)** All plans, drawings, specifications, designs, software source code, object code, database schemas, API documentation, data migration scripts, user manuals, training materials, and other documents and software media prepared or compiled by the Service Provider under this Contract shall

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	become and remain the absolute property of the Office of the Attorney General (OAG). **2. Prohibition on Unauthorized Dissemination & Commercial Exploitation** The Service Provider is strictly prohibited from: • Selling, licensing, leasing, assigning, or otherwise commercializing any part of the software modules, custom workflows, or documentation developed under this assignment to any third party. • Publishing, presenting, or disclosing any project documents, architectural blueprints, or security configurations in academic papers, conferences, or promotional marketing materials without prior express written authorization from the Employer. **3. Mandatory Handover & Purging of Working Copies** Upon completion, termination, or expiration of this Contract, the Service Provider shall promptly transfer all original files, Git repositories, administrative credentials, and master documentation to the Employer. Furthermore, the Service Provider is prohibited from retaining unauthorized copies of project deliverables, citizen records, or database backups on external or unapproved cloud servers, and must certify complete data purging upon formal project sign-off.
3.8.1	The liquidated damages rate is **0.1%** per day The maximum amount of liquidated damages for the whole contract is ***10%*** percent of the final Contract Price.
3.8.3	The percentage of the cost of having the Defect corrected to be used for the calculation of the Lack of Performance Penalty is 10% (ten percent).
3.9	A Performance Security shall be required If required, the Performance Security shall be in the form of: a Bank Guarantee. The Performance Security required is 10% of the contract sum. If required, the Performance security shall be denominated in Kenya Shillings or a freely convertible currency acceptable to the Purchaser
3.11	**NOT APPLICABLE**
3.14	The Service Provider shall be responsible for the security at the locations in the Employer's country where the Services are carried out.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
5.1	The assistance and exemptions provided to the Service Provider are: **Facilitation of Government Interoperability & Approvals** The Employer shall provide official introduction letters, administrative support, and institutional facilitation to enable the Service Provider to secure API access credentials, test environments, and technical connectivity with external state agencies, including eCitizen, IPRS, Government Paybill 222222, Judiciary systems, the OAG Legal Case Management System (LCMS), and the Registrar of Societies. **Access to Official Facilities & Stakeholder Workshops** The Employer shall grant the Service Provider and its designated project team timely physical and digital access to relevant Office of the Attorney General (OAG) offices, stakeholder consultation venues, and legacy data repositories required to conduct business analysis, user acceptance testing (UAT), and extraction of approved electronic data for migration.
6.2(a)	The amount in local currency is to be inserted upon contract award **(as quoted by the successful bidder/ Letter of Bid)**
6.2(b)	The amount in foreign currency or currencies is **(as quoted by the successful bidder/ Letter of Bid)**
6.3.2	The performance incentive paid to the Service Provider shall be: **Not Applicable**
6.4	Payments against Milestones shall only be processed upon the formal submission of the designated **Milestone Deliverable Report**, physical/technical inspection by the **Inspection and Acceptance Committee (IAC)**, and subsequent issuance of an official **Certificate of Milestone Acceptance** signed by the Employer's Project Manager. No invoice shall be honored without an attached, fully signed Acceptance Certificate and corresponding eTIMS tax receipt. Payments shall be made according to the following schedule: Phase 1 – Inception and Mobilization: 10% of the Contract Price, on written acceptance of the Inception Report (Deliverable 1). Phase 2 – BPR Report, SRS and System Requirements Validation: 10% of the Contract Price, on written acceptance of Deliverable 2. Phase 3 – System Architecture and Detailed Design: 10% of the Contract Price, on written acceptance of Deliverable 3. Phase 4 – Development and Configuration: 20% of the Contract Price, on written acceptance of Deliverable 4.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Phase 5 – Integration and Data Migration: 10% of the Contract Price, on written acceptance of Deliverable 5, including the Data Migration Verification Report confirming at least 99.95% verified accuracy. Phase 6 – Testing, Security Assurance, UAT and Training: 10% of the Contract Price, on written acceptance of Deliverable 6, including the final VAPT remediation report, UAT sign-off and training completion records. Phase 7 – Pilot, Rollout and Go-Live: 10% of the Contract Price, on written acceptance of Deliverable 7 and issue of the Go-Live Commissioning Certificate. Phase 8 – Stabilization and Final Acceptance: 20% of the Contract Price, on written acceptance of Deliverable 8 and issue of the Final Acceptance Certificate. The twenty-four (24) months of post-go-live support and the twenty-four (24) month warranty are included in the Contract Price and are not separately payable. Should the certification not be provided, or refused in writing by the employer within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.
6.5	Payment shall be made within **30 days** of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within **60 days** in the case of the final payment. The interest rate is **as per the prevailing Central Bank of Kenya base rate +1.**
6.6.1	Price adjustment is **N/A** in accordance with Sub-Clause 6.6.
7.1	**Principles and Modalities of Inspection of the Services** The principle and modalities of inspection of the Services by the Employer are **joint technical and operational verification conducted by the Employer's designated Inspection and Acceptance Committee (IAC). Inspection shall encompass:** • **Deliverable Verification:** Review of mandatory technical documentation, source code repositories, and audit reports submitted for each phase (Phases 1 through 8). • **Staging & Live Testing:** Physical and remote verification of software functionality, security hardening, system integrations (eCitizen, IPRS, Paybill 222222, Judiciary systems, OAG LCMS, Registrar of Societies), and data migration accuracy (≥99.95%). • **User Acceptance & Performance Testing:** Formal UAT sign-off by OAG functional leads and peak load/stress testing (≥ 500 concurrent

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	user transactions) conducted at the Konza National Data Centre prior to commissioning. • **Issuance of Certificate:** Formal inspection sign-off via an executed **Certificate of Milestone Acceptance** signed by the IAC and Project Manager within **fourteen (14) calendar days** of deliverable submission. **Defects Liability Period / Defects Notification Period** The Defects Liability Period is **twenty-four (24) months commencing from the date of the Final Acceptance Certificate (Phase 8)**. During this period, the Service Provider shall maintain mandatory SLA operational standards (≥99.9% system availability, ≤4-hour RTO, ≤15-minute RPO) and rectify all software defects, bugs, or system performance failures at zero additional cost to the Employer.
8.2.3	The Adjudicator is to be jointly agreed by the Employer and the Service Provider prior to Contract Award, failing which the Adjudicator shall be designated by the **Nairobi Centre for International Arbitration (NCIA)** acting as the official Appointing Authority. The Adjudicator shall be paid a rate of **KES 15,000 per hour of work** *(or as per the prevailing NCIA Schedule of Fees for Sole Adjudicators/Arbitrators)*, split equally (50/50) between the Employer and the Service Provider. **Recognized Reimbursable Expenses:** Reasonable and actual expenses incurred directly in connection with the adjudication proceedings, strictly limited to: • Direct travel and transport costs (economy airfare or standard mileage rates for field site visits). • Reasonable lodging and subsistence expenses during formal hearing sessions outside the Adjudicator's primary base of operation. • Venue rental, secretarial/verbatim reporting services, and official document translation/reproduction costs authorized by both parties.
8.2.4	Rules of arbitration GCC 8.2.4 (a) **shall** apply. GCC Sub-Clause 8.2.4 (b): **shall** *apply.* Place of arbitration **Nairobi, Kenya**
8.2.5	The designated Appointing Authority for a new Adjudicator is **Nairobi Centre for International Arbitration (NCIA)**

Appendices

Appendix A - Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.

Appendix B - Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

Appendix C - Key Personnel and Subcontractors

List under:

C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in the Government's country, and staff-months for each.

C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside the Government's country.

C-3 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 or C-2.

C-4 Same information as C-1 for Key local Personnel.

Appendix D—Breakdown of Contract Price in Foreign Currency(ies)

List here the elements of cost used to arrive at the breakdown of the lump-sum price—foreign currency portion:

1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).

2. Reimbursable expenditures.

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix E - Breakdown of Contract Price in Local Currency

List here the elements of cost used to arrive at the breakdown of the lump-sum price—local currency portion:

1. *Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*

2. *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix F - Services and Facilities Provided by the Employer

Appendix G - Performance Incentive Compensation Appendix

Performance Incentive Compensation Appendix Provisions

ARTICLE 1- GENERAL

1.1 Documents Comprising the Performance Incentive Compensation Appendix

The Performance Incentive Compensation Appendix consists of:

(a) the Performance Incentive Compensation Appendix Provisions;

(b) Attachment #1 Incentive Compensation Calculation Procedure Notes; and

(c) Attachment #2 Incentive Compensation Charts 1-[ ].

ARTICLE 2- THE PERFORMANCE INCENTIVE COMPENSATION

2.1 Performance Incentive Compensation Limits

(1) The Performance Incentive Compensation paid to the Service Provider shall not exceed the equivalent of $[ ] U.S. over the term of the Contract.

(2) The actual amount paid to the service Provider as Performance Incentive Compensation shall be determined by the extent to which the Service Provider achieves the performance criteria set out in the Incentive Compensation Charts and by the application of the calculations set out in the Incentive Calculation Procedure Notes for the applicable Contract Year.

(3) If the Service Provider fails to meet the "Excellent" rating set out in the Incentive Compensation Chart, in any Contract Year, the Service Provider will be obliged to make up the shortfall in the subsequent Contract Year, as well as meet the performance targets for that Contract Year.

(4) Except as the Employer may, in its sole discretion, otherwise determine based on exceptional circumstances, if the Service Provider fails to attain the Maximum Annual Incentive Compensation in any Contract Year, the shortfall will not be available to the Service Provider in the subsequent Contract Years and the equivalent of $[ ] U.S. per Contract Year maximum will not be increased.

(5) For the purpose of calculating the equivalency of $[ ] U.S. and $[ ] U.S. pursuant to Sections 2.1(l) and 2.1(2) of this Performance Incentive Compensation Appendix, the equivalency shall be calculated as of the date of payment of the Performance Incentive Compensation.

ATTACHMENT # 1 – APPENDIX G
INCENTIVE COMPENSATION CALCULATION PROCEDURE NOTES

[SAMPLE: This part is to be designed on a case by case approach]

PART A - THE METHOD FOR CALCULATING PERFORMANCE INCENTIVE COMPENSATION IN EACH CONTRACT YEAR

I. The Performance Incentive Compensation for each Contract Year shall be calculated as follows:

Compensation = Composite Score × 0.2 × Maximum Annual Incentive Compensation

Where:

(i) The Maximum Annual Incentive Compensation is calculated as set out in Section 2.1 of the Performance Incentive Compensation Appendix Provisions; and

(ii) The Composite Score is calculated in accordance with "Part B-The Method for Calculating the Composite Score" of these Incentive Compensation Calculation Procedure Notes.

PART B - THE METHOD FOR CALCULATING THE COMPOSITE SCORE

1. The Composite Score for each Contract Year shall be as follows:

Composite Score Total of All Weighted Scores **for the Performance Criteria**

Where:

(i) The Weighted Score for each Performance Criterion equals Criterion Weight x Criterion Value;

(ii) The Criterion Value is measured from "Excellent" to "Poor" with corresponding values of 5 (for "Excellent" performance) to I (for "Poor" performance) as set out in the Incentive Compensation Charts and evaluated based on the performance of the Service Provider;

(iii) The Criterion Value which the Operator receives for any Performance Criterion is based upon the technical standards set out in the Incentive Compensation Charts under the headings, "Excellent", "Very Good", "Good", "Fair", and "Poor" as compared against the Operator's actual technical standards in each Contract Year; and

(iv) If the Service Provider's actual performance in a Contract Year,

(a) exceeds the technical standards for an "Excellent" Criterion Value, then the Criterion Value shall be 5;

(b) is less than the technical standards for a "Poor" Criterion Value, then the Criterion Value shall be zero; or

(c) is in between the technical standards for two Criterion Values, then the Criterion

Value shall be rounded down to the nearest whole number or 0.5 decimal point.

2. For the purpose of clarity, it is noted that there are only ten Criterion Values to be used as follows: 0, 1, 1.5, 2, 2.5, 3, 3.5, 4, 4.5 and 5.

3. Notwithstanding paragraphs 1 and 2 above, with respect to the Performance Criterion relating to institutional improvements in Attachment #2 The Incentive Compensation Charts 1-8,

(a) if the Service Provider's actual performance in a Contract Year is less than the technical standard for a "Fair" Criterion Value, then the Criterion Value shall be zero;

(b) for the purpose of clarity, it is noted that there are only three Criterion Values to be used as follows: 0, 2 and 5; and

(c) each of the documents or plans listed under the Performance Criterion shall be scored with the appropriate Criterion Value and a mean average score will be taken to calculate the Criterion Value for the Performance Criterion, which shall be rounded down to the nearest whole point or 0.5 decimal point.

4. For ease of reference, the following calculation represents the calculation of the Composite Score for a hypothetical Service Provider for four performance criteria in one Contract Year.

Sample Incentive Compensation Chart

Performance Criterion		Units	**Criterion Values**				
			Weight				
			Excellent	Very Good	Good	Fair	Poor
1.	e.g. **Electricity use** [% reduction in kW. hr consumed from Base Year]	0.30	65	55	50	40	30
2	**[Criterion 2]** [ ]	0.25	20	19	17	16	15
3.	**[Criterion 3]** [ ]	0.15	30	25	20	15	10
4.	**[Criterion ~]** [ ]	0.30	90	85	80	75	70

The following table demonstrates the procedure for the calculation of the "**Composite Score**", if at the end of the year the achievements of the Service Provider are as follows:

1.	[e.g. Electricity use]	57
2.	[Criterion 2]	22
3.	[Criterion 3]	29
4.	[Criterion 4]	69

Performance Incentive Compensation Appendix

Chart 1
Performance Incentive Obligations
Year [1]

Services				**Criterion Values**				
Apndx. Ref.	**Performance Criterion**	**Units**	**Weight**	**Excellent 5**	**Very Good 4**	**Good 3**	**Fair 2**	**Poor 1**
	[Development of Plans and Programs[1]]	Quality and Timeliness	[0 45]	Completed on time with no need for revision to the substance of the document	N/A	N/A	Completed on time but requires revision to the substance of the document	N/A
	[Energy Management]	% reduction of kilowatt hours of electricity per unit produced from Base Year	[0.25]	4	3.5	3	2.5	2
	[Computerized Billing and Collection System]	number of days after the Starting Date until the computerized billing and collection system is in place	[0.30]	140	150	160	170	180

[Note: The chart is a sample only.]

(1) In respect of the Plans and Programs each plan or program listed in Section [•] shall be given a score of either 5 (Excellent), 2 (Fair) or (0) and the average score for all plans and programs shall be multiplied by the Criteria Weight. The average score shall be rounded to the nearest .5 decimal.

Appendix H- CODE OF CONDUCT FOR SERVICE PROVIDER's PERSONNEL

Appendix I- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors

[The following table shall be filled in by each subcontractor proposed by the Contractor, that was not named in the Contract]

Subcontractor's Name: *[insert full name]*
Date: *[insert day, month, year]*
Contract reference *[insert contract reference]*
Page *[insert page number]* of *[insert total number]* pages

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

Name of the Subcontractor_____

Name of the person duly authorized to sign on behalf of the Subcontractor_____

Title of the person signing on behalf of the Subcontractor_____

Signature of the person named above_____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date signed _____ day of _____, _____

Section X - Contract Forms

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Notification of Intention to Award

[*This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.*]

[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: [*email/fax*] on [*date*] (local time)

Notification of Intention to Award

Employer: *[insert the name of the Employer]*
Project: *[insert name of project]*
Contract title: *[insert the name of the contract]*
Country: *[insert country where RFB is issued]*
Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*
RFB No: *[insert RFB reference number from Procurement Plan]*

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 Bid, and/or

b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	[*insert name of successful Bidder*]
Address:	[*insert address of the successful Bidder*]
Contract price:	[*insert contract price of the successful Bid*]

2. Other Bidders ***[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]***

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
[*insert name*]	[*insert Bid price*]	[*insert evaluated price*]
[*insert name*]	[*insert Bid price*]	[*insert evaluated price*]
[*insert name*]	[*insert Bid price*]	[*insert evaluated price*]
[*insert name*]	[*insert Bid price*]	[*insert evaluated price*]
[*insert name*]	[*insert Bid price*]	[*insert evaluated price*]

3. Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why <u>this</u> Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. How to request a debriefing

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 Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, 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 Employer*]

Email address: [*insert email address*]

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

If your request for a debriefing is received within the 3 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 fifteen (15)

Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).

Provide the contract name, reference number, name of the Bidder, 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 Employer*]

Email address: [*insert email address*]

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

At this point in the procurement process, 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.

Further information:

For more information see the Procurement Regulations for IPF Borrowers (Procurement Regulations)[https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005] (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "How to make a Procurement-related Complaint" [http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework] provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

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

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

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

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

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

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder. In case of joint venture, the Bidder 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 Bidder is any natural person who ultimately owns or controls the Bidder by 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 Bidder*

RFB No.: [*insert number of RFB process*]
Request for Bid No.: [*insert identification*]

To: **[*insert complete name of Employer*]**

In response to your request in the Letter of Acceptance *dated [insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby 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 Bidder (Yes / No)
[include full name (last, middle, first),			

nationality, country of residence]			

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

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 Bidder 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 Bidder]"

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

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[*insert complete name of person duly authorized to sign the Bid*]_____

Title of the person signing the Bid: [*insert complete title of the person signing the Bid*]_____

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

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

Letter of Acceptance

[letterhead paper of the Employer]

[date]

To: *[name and address of the Service Provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Form*s* and (ii) the additional information on beneficial ownership in accordance with BDS ITB 45.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the bidding document.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a mane for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a mane for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bid Data Sheet]*,

or

We accept that *[name proposed by Bidder]* be appointed as the Adjudicator

or

We do not accept that *[name proposed by Bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with ITB 47.1

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract

Contract Agreement

This AGREEMENT is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the "Employer") and, on the other hand, *[name of Service Provider]* (hereinafter called the "Service Provider").

[***Note**: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows:* "…(hereinafter called the "Employer") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider's obligations under this Contract, namely, *[name of Service Provider]* and *[name of Service Provider]* (hereinafter called the "Service Provider").]

WHEREAS

(a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of……;

(c) the Employer has received [*or* has applied for] a loan from the International Bank for Reconstruction and Development (hereinafter called the "Bank") [*or* a credit from the International Development Association (hereinafter called the "Association")] towards the cost of the Services and intends to apply a portion of the proceeds of this loan [*or* credit] to eligible payments under this Contract, it being understood (i) that payments by the Bank [*or* Association] will be made only at the request of the Employer and upon approval by the Bank [*or* Association], (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan [*or* credit], and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the loan [or credit] or have any claim to the loan [*or* credit] proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

(a) the Letter of Acceptance;

(b) the Letter of Bid;

(c) the Special Conditions of Contract;

(d) the General Conditions of Contract;

(e) the Specifications;

(f) the Priced Activity Schedule; and

(g) The following Appendices: [***Note**: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix*.]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation

Appendix H: Code of Conduct for Service Provider's Personnel

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

(a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of on the day, month and year indicated above.

For and on behalf of the Employer:

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Service Provider:

Signed: *[insert signature of authorized representative(s) of the Service Provider]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Performance Security

(Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Employer]*

Date: _ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _ *[insert name of Service Provider which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the Non-Consulting Services of _ *[insert name of contract and brief description of the Non-Consulting Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] ( ) [insert amount in words],1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2…[2], and any demand for payment under it must be received by us at this office indicated above on or before that date.

---

[1] *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

[2] *Insert the date twenty-eight days after the expected completion date as described in GCC. The Service Provider should note that in the event of an extension of this date for completion of the Contract, the Service Provider 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 Service*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Provider 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 Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Option 2: Performance Bond (NOT APPLICABLE)

By this Bond *[insert name of Principal]* as Principal (hereinafter called "the Service Provider") and *[insert name of Surety]* as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name of Employer]* as Obligee (hereinafter called "the Service Provider") in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Service Provider and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Service Provider has entered into a written Agreement with the Employer dated the _____ day of _____, 20 ____, for *[name of contract and brief description of Non-Consulting Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Service Provider shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Service Provider shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a Bid or Bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Employer to the Service Provider under the Contract, less the amount properly paid by Employer to the Service Provider; or

(3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Service Provider has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20 ___.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Employer]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Service Provider, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Non-Consulting Services]* (hereinafter called "the Contract").

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

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

(a) has used the advance payment for purposes other than toward delivery of Services; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been

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

credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

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[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.