



REPUBLIC OF KENYA

**THE NATIONAL TREASURY
STATE DEPARTMENT FOR ECONOMIC PLANNING**

**SYSTEM DEVELOPMENT FOR END-TO- END ELECTRONIC PLANNING,
MONITORING AND EVALUATION (E-NIMES/E-CIMES).**

TENDER NUMBER: TNT/SDEP/RFP/002/2025-2026

Issue Date: 31ST MARCH 2026

Close Date: 15TH APRIL 2026

MARCH 2026

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

Date: _____

Reference No.: **TNT/SDEP/RFP/002/2025-2026**

Name of Assignment: **SYSTEM DEVELOPMENT FOR END-TO- END ELECTRONIC PLANNING, MONITORING AND EVALUATION SYSTEM (E-NIMES/E-CIMES).**

1. The State Department for Economic Planning has set aside funds in its budget toward the cost of the subject consulting services.
2. The Procuring Entity now invites proposals to provide the following consulting services (here in after called “the services”): **SYSTEM DEVELOPMENT FOR END-TO- END ELECTRONIC PLANNING, MONITORING AND EVALUATION SYSTEM (E-NIMES/E-CIMES).**
More details on the Services are provided in Section 5 Terms of Reference.
3. This Request for Proposals (RFP) has been addressed to the following Consulting Firms: N/A
4. If a Consultant is a Joint Venture (JV), the full name of the JV shall be used and all members, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named. The maximum number of JV members shall be specified in the DS.
5. It is not permissible to transfer this RFP to any other firm.
6. A firm will be selected under **Quality and Cost Based Selections (QCBS)** method and in a format as described in this RFP, in accordance with the Public Procurement and Asset Disposal Act 2015, a copy of which is found at the following website: www.ppra.go.ke.
7. The: Section 1: Letter of Request for Proposals
Section 2: Instructions to Consultants and Data Sheet Section 3: Technical Proposal Standard Forms Section 4: Financial Proposal Standard Forms Section 5: Terms of Reference
Section 6: Standard Forms of Contract ([Select: Time-Based or Lump-Sum])
8. Details on the proposal's submission date, time and address are provided in the ITC 17.7 and ITC 17.9 of the Data Sheet.

Yours sincerely,
Principal Secretary
State Department for Economic Planning
National Treasury

SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

Section 2(a). Instructions to Consultants (ITC)

[Notes to the Procuring Entity: this part of Section 2, Instructions to Consultants, shall not be modified. Any necessary changes, to address specific issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. This “Notes to the Procuring Entity” should be deleted from the final RFP issued to the Consultants].

A. GENERAL PROVISIONS

1. Meanings/Definitions

- a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- b) “Applicable Law” means the laws and any other instruments having the force of law in Kenya.
- c) “Procuring Entity” means the entity that is carrying out the consultant selection process and signs the Contract for the Services with the selected Consultant.
- d) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Entity under the Contract.
- e) “Contract” means a legally binding written agreement signed between the Procuring Entity and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- f) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- g) “Day” means a calendar day unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day in Kenya and excludes official public holidays.
- h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- i) “Government” means the Government of the Republic of Kenya.
- j) “In writing” means communicated in written form such as by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Procuring Entity with proof of receipt.
- k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.
- m) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- n) “Letter of RFP” means the letter of invitation being sent by the Procuring Entity to the Consultants.
- o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- p) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- q) “Public Procurement Regulatory Authority (PPRA)” means the statutory authority of the Government of Kenya that is mandated with the role of regulating and monitoring compliance with the public procurement law and regulations.
- r) “RFP” means the Request for Proposals to be prepared by the Procuring Entity for the selection of Consultants.

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

2. Introduction

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

3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, always holding the Procuring Entity's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Entity. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultants shall not be hired under the circumstances set forth below:

- i) *Conflicting Activities*

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

- ii) *Conflicting Assignments*

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

- (iii) *Conflicting Relationships*

Relationship with the Procuring Entity's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and: (i) are directly or indirectly involved in the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from such relationship has been resolved in a manner that determines there is no conflict to affect this selection process.

- iv) *Others*

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

4. Unfair Competitive Advantage

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

5. Corrupt and Fraudulent Practices

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

5.2 Collusive practices

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

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

6. Eligibility

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

6.2 Unless otherwise specified in the Data Sheet, the Procuring Entity permits Consultants including proposed experts, joint ventures and individual members from all countries and categories to offer consulting services. The maximum number of members so far JV shall be specified in the TDS.

6.3 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for submission of proposals, but it shall be a condition of contract award and signature. AJV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke

6.4 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

6.5 It is the Consultant's responsibility to ensure that it's Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.

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

a) Sanctions-A firm or an individual that has been debarred from participating in public procurement shall be ineligible to be awarded a contract, or to benefit from the contract, financially or otherwise, during the debarment period. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.

b) Prohibitions-Firms and individuals of a country or goods in a country maybe ineligible if:

- i) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
- ii) By an act of compliance with a decision of the United Nations Security Council taken under Chapter

VII of the Charter of the United Nations, Kenya prohibits any import of goods or services from that country or any payments to any country, person, or entity in that country.

- c) Restrictions for Government-owned Enterprises-Government-owned enterprises or institutions in Kenya shall be eligible only if they can establish that they
 - i) Are legally and financially autonomous,
 - ii) Operate under commercial law, and
 - iii) That they are not dependent agencies of the Procuring Entity.
- d) Restrictions for public employees - Government officials and civil servants and employees of public institutions shall not be hired for consulting contracts.

6.7 Margin of Preference and Reservations-no margin of preference shall be allowed in the selection of consultants. Reservations may however be allowed to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the Data Sheets. A procuring entity shall ensure that the invitation to submit proposals specifically includes only businesses or firms belonging to one group.

B. Preparation of Proposals

7. General Considerations

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

8. Cost of Preparation of Proposal

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

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Entity shall be written in the English language.

10. Documents Comprising the Proposal

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

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

10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal Submission Form.

11. Only One Proposal

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

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

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

12 Proposal Validity

a. Proposal Validity Period

- 12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with IT C5.

b. Extension of Validity Period

- 12.4 The Procuring Entity will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Procuring Entity may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.
- 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

- 12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Entity together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluations core, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal will be rejected.

c. Sub-Contracting

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

13 Clarification and Amendment of RFP

- 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Entity's address indicated in the Data Sheet. The Procuring Entity will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 13.2 At any time before the proposal submission deadline, the Procuring Entity may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all invited Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.

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

13.4 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14 Preparation of Proposals–Specific Considerations

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

- (a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so only one Proposal is submitted, in accordance with ITC 11. Above. A Consultant cannot associate with shortlisted Consultant(s). When associating with non-shortlisted/non-invited firms in the form of a joint venture or a sub-consultancy, the shortlisted/invited Consultant shall be a lead member. If shortlisted/invited Consultant associates with each other, any of them can be a lead member.
- (b) The Procuring Entity may indicate in the Data Sheet the estimated amount or Key Experts' time input (expressed in person-month), or the Procuring Entity's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. This clause shall not apply when using Fixed Budget selection method.
- (c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (d) Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet. Invited firms must confirm and ensure their Key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.

15 Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet under ITC 10.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

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

16 Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet. Irrespective of the consultant selection method, any Consultant that does not submit itemized and priced financial proposal, or merely refers the Procuring Entity to other legal instruments for the applicable minimum remuneration fees shall be considered non-responsive.

a. Price Adjustment

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

b. Taxes

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

c. Currency of Proposal

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

d. Currency of Payment

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

C. SUBMISSION, OPENING AND EVALUATION

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.

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

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

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

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

18. Sealing and Marking of Proposals

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

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

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

18.3 The inner envelopes or packages or containers shall:

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

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

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

19. Confidentiality/Canvassing

19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact

the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

- 19.2 Any attempt by Consultants or any one on behalf of the Consultant to influence improperly the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing PPRA's debarment procedures.
- 19.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Procuring Entity on any matter related to the selection process, it should do so only in writing.

20. Opening of Technical Proposals

- 20.1 The Procuring Entity's opening committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored by the Procuring Entity or with a reputable public auditor or independent authority until they are opened in accordance with ITC 22.
- 20.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

21. Proposals Evaluation

- 21.1 Subject to provision of ITC 15.1, the valuers of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and after the Procuring Entity notifies all the Consultants in accordance with ITC 22.1.
- 21.2 The Consultant is not permitted to alter or modify its Proposal in anyway after the proposal submission deadline except as permitted under ITC12.7. While evaluating the Proposals, the Evaluation Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

22. Evaluation of Technical Proposals

- 22.1 The Procuring Entity's evaluation committee shall evaluate the Technical Proposals that have passed the eligibility and mandatory criteria, on the basis of their responsiveness to the Terms of Reference and the RFP. The eligibility and mandatory criteria shall include the following and any other that may include in the Data sheet.
- a) Firm has submitted the required number of copies of the Technical Proposals.
 - b) Firm has submitted a sealed financial proposal.
 - c) The Proposal is valid for the required number of days.
 - d) The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.
 - e) The Technical Proposal is complete with all the forms and required documentary evidence submitted.
 - f) A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14 for Kenyan firms.
 - g) Key Experts are from eligible countries.
 - h) Key Experts do not appear in more than one proposal, if so required.
 - i) A short-listed firm has not participated in more than one proposal, if so required.
 - j) The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.
 - k) The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices.
 - l) The Consultant is neither precluded from entering into a Contract nor debarred by PPRA.
 - m) The firm has not proposed employing public officials, civil servants and employees of public institutions.

n) The Consultant, its sub-consultants and experts have no conflicts of interest.

22.2 Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

23 Public Opening of Financial Proposals

23.1 Unsuccessful Proposals

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

23.2 Financial Proposals for QBS, CQS and SSS

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

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

23.3 Financial Proposals for QCBS, FBS, LCS

Following the ranking of the Technical Proposals, and after internal approvals, the Procuring Entity shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.4 Opening of Financial Proposals

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

The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.

The Financial Proposals shall be opened publicly by the Procuring Entity's opening committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the Procuring Entity as indicated in the Data Sheet. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

24 Correction of Errors

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

24.2 Time-Based Contracts-If a Time-Based contract form is included in the RFP, in case of discrepancy between

(i) a partial amount(sub-total) and the total amount, or (ii)between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between figures and words, the later will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Entity's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

24.3 Lump-Sum Contracts - If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical correction nor price adjustments shall be made. The total price, net of taxes understood as per ITC 24 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

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

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

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

27. Abnormally Low Prices

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

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

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

28. Abnormally High Prices

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

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

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

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

29. Combined Quality and Cost Evaluation

a. Quality and Cost Based Selection (QCBS) Method

29.1 In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant that achieves the highest combined technical and financial score will be notified and invited for negotiations.

b. Fixed Budget Selection (FBS) Method

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

c. Least Cost Selection (LCS) Method

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

d. Combined Technical and Evaluation Report

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

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

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

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

31. Standstill Period

31.1 The Standstill Period shall be the number of days stated in the Data Sheet. The Standstill Period commences the day after the date the Procuring Entity has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. The Contract shall not be signed earlier than the expiry of the Standstill Period. This period shall be allowed for aggrieved Consultants to lodge an appeal. The procedure for appeal and the authority to determine the appeal or complaint is as indicated in the Data Sheet.

D. NEGOTIATIONS AND AWARD

32. Negotiations

32.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

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

32.3 Availability of Key Experts

The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to

the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Entity proceeding to negotiate the Contract with the next-ranked Consultant.

- 32.4 Notwithstanding the above, the substitution Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

32.5 Technical negotiations

The technical negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

32.6 Financial negotiations

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

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

- 32.8 Where QBS or CQS methods was used for a *Lump-sum Contract* as indicated in the RFP, the unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts or the professional practice. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QB and CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant to open its financial proposal and negotiate the contract.

- 32.9 In the case of a *Time- Based contract*, negotiation of unit rates shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QBS and CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations-Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant for negotiations.

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

33 Conclusion of Negotiations

- 33.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Accounting Officer and the Consultant's authorized representative and minutes prepared to record the outcome of the negotiations.
- 33.2 If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Consultant of the reasons for doing so. The Procuring Entity will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations.

34 Letter of Award

- 34.1 Upon expiry of the Standstill Period, specified in ITC 28.1, after satisfactorily addressing any appeal that has been filed within the Standstill Period, and upon successful negotiations, the Procuring Entity shall send a

Letter of Award to the successful Consultant. The letter shall confirm the Procuring Entity's award of Contract to the successful Consultant and requesting the Consultant to sign and return the draft negotiated Contract within Twenty-One (21) Days from the date of the Letter of Award.

35. Signing of Contract

- 35.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 28.1 and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.
- 35.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

36. Publication of Procurement Contract

- 36.1 Within the period specified in the Data Sheet, the Procuring Entity shall publish the awarded Contract which shall contain, at a minimum, the following information: (a) name and address of the Procuring Entity; (b) name and reference number of the contract being awarded, (c) the selection method used; (d) names of the consultants that submitted proposals; (e) names of all Consultants whose Proposals were rejected or were not evaluated; (f) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.
- 36.2 Consider carefully the information on Consultants to be published, particularly evaluation by the Procuring Entity, to avoid disclosing information which can facilitate bid-rigging formation going forward. Suggest amendment as follows:
- 36.3 The awarded Contract shall be published on the Procuring Entity's website with free access if available and in the official procurement tender portal.

37. Procurement Related Complaint and Administrative Review

- 37.1 The procedures for making Procurement-related Complaints shall be specified in the **TDS**.
- 37.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION 2 (B). DATA SHEET

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General Provisions	
1(j)	Electronic procurement system shall be used: No
2.1	Name of the Procuring Entity: State Department for Economic Planning The consultant selection method is: Quality and Cost Based Selection Method (QCBS)
2.2	Financial Proposal to be submitted together with Technical Proposal in separate envelopes: Yes The name of the assignment is: System Development for End to End Electronic Planning, Monitoring Evaluation System (E-NIMES/E-CIMES)
2.3	A pre-proposal conference will be held: Yes Date of pre-proposal conference: Wednesday 8th April, 2026 Time: 10.00am Address: National Treasury 10 th Floor Boardroom E-mail: procurement@planning.go.ke Title of contact person: Head, Supply Chain Management Services
2.4	The Procuring Entity will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <u>Terms of Reference</u>
3.3 (iv)	<i>[Insert any other conflicting relationships]</i> As Indicated in the Public Procurement and Asset Disposal Act, 2015
4.1	N/A
6.2	Maximum number of members in the Joint Venture (JV) shall be: <i>Five (3)</i> .
6.6 (a)	The list of debarred firms and individuals is available at the PPRA's website www.ppra.go.ke or email complaints@ppra.go.ke (Debarred Firms are not Eligible to Participate)
6.7	The business will be registered with N/A
B. Preparation of Proposals	
10.1	The Proposal shall comprise the following: 1 st Inner Envelope with the Technical Proposal: Power of Attorney to sign the Proposal TECH-1: Technical Proposal Submission Form TECH-2: Consultant's Organization and Experience TECH-3: Comments and Suggestions TECH-4: Description of Approach, Methodology and Work plan TECH-5: Work Schedule and Planning for Deliverables TECH-6: Team Composition, Assignment, and Key Experts' Input TECH-7: Mandatory Documentary Evidence AND 2 nd Inner Envelope with the Financial Proposal: (1) FIN-1: Financial Proposal Submission Form

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	(2) FIN-2: Summary of Costs (3) FIN-3: Breakdown of Remuneration (4) FIN-4: Breakdown of Reimbursable Expenses
11.1	Participation of Sub-consultants, and Key Experts in more than one Proposal is permissible: No
12.1	Proposals must remain valid for One Hundred and Twenty (120) days after the proposal submission deadline.
13.1	Clarifications may be requested no later than Seven (7) days prior to the submission deadline. The contact information for requesting clarifications is: procurement@planning.go.ke
14 (b) (do not use for Fixed Budget method)	N/A
14 (c) and 26.2 [use for Fixed Budget method]	N/A
14 (d)	Key Experts shall not appear in more than one proposal.
16.1(b)	All reimbursable costs must be factored in the final tender sum
16.2	A price adjustment provision applies to remuneration rates: No.
16.3	Information on the Consultant's tax obligations in the Procuring Entity's country can be found on the Kenya Revenue Authority website: www.kra.go.ke
16.4	The Financial Proposal shall be stated in Kenya Shillings The Financial Proposal should state local costs in Kenya Shillings: Yes
C. Submission, Opening and Evaluation	
17.1	The Consultants shall not have the option of submitting their Proposals electronically.
17.5	The Consultant must submit: (a) Technical Proposal: one (1) original and one (1) copy; (b) Financial Proposal: one (1) original.
18.5	The Proposals must be submitted no later than: Date: Wednesday 15th April, 2026 Time: 10.00 <i>East African Time</i> The Proposal submission address is: The Principal Secretary State Department for Economic Planning Harambee Avenue Treasury Building, 9th Floor (Tender Box) Next to the Lifts Applicants Shall not have the option of submitting their Applications electronically.
20.1	An online option of the opening of the Technical Proposals is offered: NO The opening shall take place at: Treasury Building

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS							
	Street Address: Harambee Avenue Floor Number: 10 th Floor Boardroom City: Nairobi County: Nairobi Country: Kenya Date: Wednesday 15th April, 2026							
20.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: N/A							
22.1	Other eligibility and mandatory criteria shall be: (All other mandatory requirements are listed in Form Tech 7)							
22.2	<p>The Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals: <i>[Note to Procuring Entity: Allocation of points shall be within the range provided for each criteria and sub-criteria]</i></p> <p>Points</p> <table border="1" data-bbox="312 703 1482 2114"> <thead> <tr> <th data-bbox="312 703 1323 775">Criteria</th> <th data-bbox="1329 703 1482 775">Total Score</th> </tr> </thead> <tbody> <tr> <td data-bbox="312 775 1323 1742"> <p>1. Firm Experience Specific experience of the Consultant, as a firm, relevant to the Assignment:</p> <p>a) Overall experience of the firm/years in business of at least five (5) years (1Points)</p> <p>b) Experience of handling at least Five (5) assignments of similar nature and size carried out in the last Ten (10) years out of which 3 should be in the public sector or International Agencies M&E/MIS/data management platforms. Include persons or institutions and contact addresses (phone, email) who can be contacted on the same and provide evidence like LPOs and contracts/contract agreements. (Refer to FORM TECH 2 for more information) (5Points)</p> <p>c) A statement of commitment to provide long term maintenance and support (3Points)</p> <p>d) List only those assignments for which the Consultant was legally contracted by the Procuring Entity as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their Curriculum Vitae (CV). (1Point)</p> <p><i>NB: The Consultant shall substantiate their claimed experience by presenting copies of relevant documents such as the form of contract (not the whole contract), purchase order, service order, performance certificate or similar evidence of similar assignments carried out by the firm. Etc.</i></p> </td> <td data-bbox="1329 775 1482 1742">10</td> </tr> <tr> <td data-bbox="312 1742 1323 2114"> <p>2. Technical approach and methodology Adequacy and quality of the proposed methodology, work plan and Comments and Suggestions in responding to the Terms of Reference (TORs): <i>[Notes to Consultant: The Procuring Entity will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts]</i></p> <p>i. Project Management Methodology (5points) ii. System architecture / configurations(5points) iii. Integration strategy (4 marks)</p> </td> <td data-bbox="1329 1742 1482 2114">20</td> </tr> </tbody> </table>		Criteria	Total Score	<p>1. Firm Experience Specific experience of the Consultant, as a firm, relevant to the Assignment:</p> <p>a) Overall experience of the firm/years in business of at least five (5) years (1Points)</p> <p>b) Experience of handling at least Five (5) assignments of similar nature and size carried out in the last Ten (10) years out of which 3 should be in the public sector or International Agencies M&E/MIS/data management platforms. Include persons or institutions and contact addresses (phone, email) who can be contacted on the same and provide evidence like LPOs and contracts/contract agreements. (Refer to FORM TECH 2 for more information) (5Points)</p> <p>c) A statement of commitment to provide long term maintenance and support (3Points)</p> <p>d) List only those assignments for which the Consultant was legally contracted by the Procuring Entity as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their Curriculum Vitae (CV). (1Point)</p> <p><i>NB: The Consultant shall substantiate their claimed experience by presenting copies of relevant documents such as the form of contract (not the whole contract), purchase order, service order, performance certificate or similar evidence of similar assignments carried out by the firm. Etc.</i></p>	10	<p>2. Technical approach and methodology Adequacy and quality of the proposed methodology, work plan and Comments and Suggestions in responding to the Terms of Reference (TORs): <i>[Notes to Consultant: The Procuring Entity will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts]</i></p> <p>i. Project Management Methodology (5points) ii. System architecture / configurations(5points) iii. Integration strategy (4 marks)</p>	20
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Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
	iv. Post GO-LIVE support strategy clearly indicating what is in scope and what shall be out of scope and how out of scope items shall be handled (4 marks) v. Sample Service Level Agreement and Support plan for the system (2 marks)	
	3. Work plan Outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of their ports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. <ul style="list-style-type: none"> i. Tentative project plan (5Points) ii. Test plan (5points) 	10
	4. Organization and staffing Describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.	5
	5. Comments and Suggestions: The Consultant to provide comments and suggestions on the Terms of Reference, counterpart staff and facilities to be provided by the Procuring Entity that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Entity, including: administrative support, office space, local transportation, equipment, data, etc.	5
	6. Key Experts' qualifications and competence for the Assignment: <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i> <ul style="list-style-type: none"> (a) Project Manager -(K-1) (10 Points) (b) System designer and developer/System Engineer (2 experts) -(K-2) - (5 points each) (c) Security expert (K-3)- (5 Points) (d) System integrator (K4) - (5 Points) (e) Database Expert (K5) - (5 Points) (f) Quality Assurance Expert (K6)- (5 Points) NOTE: The Detailed specific experience for the Key Experts is on Section 3. Technical Proposal – Standard Forms The number of points to be assigned to each of the above Key Experts positions shall be determined considering the following three sub-criteria and relevant percentage weights: <ul style="list-style-type: none"> (i) General qualifications (general education, training, and experience): <u>[20%]</u> (ii) Adequacy for the Assignment (relevant education, training, experience in the sector or similar assignments): <u>[70%]</u> (iii) Relevant experience in the Kenya (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): <u>[10 %]</u> <p style="text-align: center;">Total weight: 100%</p>	40
	6. Transfer of knowledge and training program (relevance of approach and methodology): <ul style="list-style-type: none"> (a) Relevance of training program <u>[5points]</u> (b) Training approach and methodology <u>[3 points]</u> (c)Qualifications of experts and trainers <u>[2 points]</u> 	10

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
	Total Points	100
	The minimum technical score (St) required to pass to the next level of evaluation(Criteria 7) is Seventy (70)	70
	7. Demonstration of the proposed solution functionalities (due diligence) [10 Points] Only bidders who scores 70 points and above in Criteria 1-6 shall get to this stage. The qualified bidders at this stage shall be evaluated for their capability to deliver, implement and support the proposed solution. The demo shall be to validate the information given in the bid.	10
23.4	An online option of the opening of the Financial Proposals is offered: No	
25.2	For the evaluation, the Procuring Entity will include separate items of: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by experts. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized using the itemized list and included in the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Procuring Entity on behalf of the Consultant.	
26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is: NOT APPLICABLE	
29.1 (QCBS only)	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: $Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = 80 and P = 20 Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.	
31	The Standstill Period shall be: Fourteen (14) days The procedures for making a procurement related complaint are detailed in the Public Procurement and Asset Disposal Act and Regulations. If a Consultant wishes to make a procurement related complaint or appeal, the Consultant shall submit its complaint to the Public Procurement Administrative Review Board.	
D. Negotiations and Award		
32.1	Expected date and address for contract negotiations: Date: TO BE DETERMINED Address: Treasury Building, 10th Floor, Main Boardroom _____	
35.2	Expected date for the commencement of the Services: Date: TO BE DETERMINED	
36.1	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: The publication will be done within 14 DAYS after the contract signing.	
37.1	The procedures for making a Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke . If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its	

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention: Title/position: Head/Supply Chain Management Services Procuring Entity: State Department for Economic Planning Email address: procurement@planning.go.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the following: (i) the terms of the Tender Documents; and (ii) the Procuring Entity's decision to award the contract.</p>

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

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

1 FORMTECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

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

Dear Sirs:

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

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

OR

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

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Entity or maybe sanctioned by the PPRA.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- c) We have no conflict of interest in accordance with ITC3.
- d) We meet the eligibility requirements as stated in ITC6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to corrupt, fraudulent and prohibited practices as per ITC5.
- e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, as well as laws against anti-competitive practices, including bid rigging in force in Kenya; we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption or anti-competitive practices.
- f) We confirm that we are not insolvent, in receivership, bankrupt or on the process of being of being wound up.

- g) The Consultant shall declare in the Technical Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid-rigging.
- h) We are not guilty of any serious violation of fair employment laws and practices. We undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against collusive and anti-competitive practices, including bid rigging. To this effect we have signed the “Certificate of Independent Proposal Determination” attached below. We also undertake to adhere by the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from _____ (*specify website*) during the procurement process and the execution of any resulting contract.
- l) We, along with any of our sub-consultants are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA.
- e) Except as stated in the ITC12 and Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause12 andITCClause29.3 and 29.4 may lead to the termination of Contract negotiations.
- j) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- k) We understand that the Procuring Entity is not bound to accept any Proposal that it receives.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 32.2 of the Data Sheet.

We remain,

Yours sincerely,

Authorized Signature *{In full and initials}*: Name and Title of Signatory:
Name of Consultant (*company's name or JV's name*):
Contact information (*phone and e-mail*):

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

2 CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to the _____
_____ [Name of Procuring Entity]

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

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

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

Name _____

Title _____

Date _____

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

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

(Appendix shall not be modified)

Purpose

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

Requirements

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

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

- (1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- (2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
- (3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be avoidable;
- (4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- (5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—
 - i) Shall not take part in the procurement proceedings;
 - ii) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - iii) Shall not be a sub-contractor for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the sub-contractor appointed shall meet all the requirements of this Act.
- (6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- (7) If a person contravenes sub section (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer.
- (8) Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
 - a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or

- recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) “obstructive practice” is:
 - i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - ii) Acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal or award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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

² Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

3. FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

Provide here a brief description of the background and organization of your company, and-in case of a joint venture-of each member for this assignment.

B - Consultant's Experience

1. Overall experience of the firm/years in business of at least five (5) years
2. Experience of handling at least Five (5) assignments of similar nature and size carried out in the last Ten (10) years out of which 3 should be it the public sector or International Agencies M&E/MIS/data management platforms. Include persons or institutions and contact addresses (phone, email) who can be contacted on the same and provide evidence like LPOs and contracts/contract agreements. (
3. Ability to provide long term maintenance and support
4. List only those assignments for which the Consultant was legally contracted by the Procuring Entity as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their Curriculum Vitae (CV).
5. The Consultant shall substantiate their claimed experience by presenting copies of relevant documents such as the form of contract (not the whole contract), purchase order, service order, performance certificate, etc.;

Assignment name:	Approx. value of the contract [KES, US\$ etc.]:
Country:	Duration of assignment (months):
Name of Procuring Entity:	Total N ^o of staff-months of the assignment:
Contact Address: Email:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): Completion date:	N ^o of professional staff-months provided by associated Consultants:
Role on Assignment: (E.g. <i>Lead Member in ABC JV, or Sole Consultant</i>):	Name of senior professional staff of your firm involved and functions performed:
Narrative description of Assignment: <ul style="list-style-type: none"> • Technologies used • Team size • Key achievements 	
Description of actual services provided by your staff within the assignment:	
Name of Consulting Firm:	Name and Title of Signatory:

3 FORMTECH-3: COMMENT SAND SUGGESTIONS

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

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

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

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

{The structure of your Technical Proposal:

a) Technical Approach and Methodology

- Project Management Methodology
- System architecture / configurations
- Integration strategy
- post GO-LIVE support strategy clearly indicating what is in scope and what shall be out of scope and how out of scope items shall be handled
- Sample Service Level Agreement and Support plan for the system

b) Work Plan

- Tentative project plan
- Test plan

c) Organization and Staffing

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

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

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

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

6. FORM TECH- 6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

1.For Key Experts, the input should be indicated individually for the same positions as required under the ITC Data Sheet 21.2

2.Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3“Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in Kenya, or outside the normal residence of the Expert in Kenya or any other country outside the expert’s country of residence.

 Full time input
  Part time input

Key Personnel Qualifications

KEY EXPERT COMPETENCIES

Attach the CVs accompanied by copies of Academic and specialization certificates for key personnel proposed for administration and execution of the contract

1. Project Manager

- i. Masters in Computer Science, Information Technology, Informatics, Computer Forensic or other IT related degree
- ii. BSc. in Computer Science, Information Technology, Informatics, Computer Forensic or other IT related degree
- iii. Should have a minimum of 10 years' experience in Enterprise IT systems
- iv. and a minimum of 7 years' experience in Project Management
- v. Professional experience in developing, implementing and managing scalable systems with competencies in Electronic National/County Integrated Monitoring and Evaluation System (e-NIMES/e-CIMES) and IT in general.
- vi. Have PRINCE2/PMI or other equivalent project management certifications and other ICT related certifications
- vii. Give a minimum of three(3) relevant projects implemented within the last 7 years

2. System designer and developer/System Engineer

- i. BSc. in Computer Science, Information Technology, Informatics or other IT related degree
- ii. 7 years (+) experience in enterprise Solution design, development and deployment
- iii. Relevant certifications in systems development e.g. expert system engineering professional (ESEP), certified system engineering professional (CSEP) etc. and have relevant certification in the area of web-based systems and certification in various Programming software e.g. Visual Studio, java, python.
- iv. Give a minimum of three (3) relevant projects implemented within the last 7 years

3. Security expert

- i. BSc. in Computer Science, Information Technology, Informatics, Computer Forensic or other IT related degree
- ii. Have relevant certifications in the area of system security such as CISSP, CEH, GSEC.
- iii. 5+ years of experience in ICT security field and should have experience in ICT systems security, design and Implementation of security solutions.
- iv. Give a minimum of three (3) relevant projects implemented within the last 7 years

4. System integrator

- i. BSc. in Computer Science, Information Technology, informatics or other IT related degree
- ii. 7 years (+) experience in system integration and deployment
- iii. Relevant certifications in the area of system integrations (e.g ISA-95-IEC-62264 Enterprise Control System Integration Certificate system **Integration Architect** etc.)
- iv. Give a minimum of three(3) relevant projects implemented within the last 7 years

5. Database Expert

- i. BSc in in Computer Science, Information Technology, informatics or other IT related degree
- ii. 7 years (+) experience in data management and migration
- iii. Have relevant certifications in the area of Database management and administration (e.g. database administrator certifications in Oracle, Microsoft, AWS e.t.c.)
- iv. Give a minimum of three (3) relevant projects implemented within the last 5 years

6. Quality Assurance Expert

- i. BSc in in Computer Science, Information Technology, informatics or other IT related degree
- ii. 7 years (+) experience in maintaining test cases and strategies for testing and quality assurance in system quality assurance
- iii. Have relevant certifications system quality assurance (Certified quality engineer, certified quality auditor, Certified Test Engineer (CSTE) Certified Analyst (CSQA), Certified Associate in Software Testing CAST, CMSQ etc.)
- iv. Give a minimum of three(3) relevant projects implemented within the last 7 years

The other team composition can include a Quality Assurance Engineer, Business Analyst/M&E Specialist, Lead Trainer, Software Engineer and DevOps Engineer.

7. FORM TECH-6B: CURRICULUM VITAE (CV)

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

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

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

Period	Employing organization and your title/position. Contact Infor for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2011-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy manager]		

Membership in Professional Associations and Publications: _____

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

Adequacy for the Assignment:

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

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

Certification:

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

Name of Expert _____ Signature _____ Date _____
{ day / month/year }

Name of authorized _____ Signature _____ Date _____

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

8. FORM TECH-7: MANDATORY SUPPORT DOCUMENTS

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

S/No	Mandatory Eligibility Criteria	Responsiveness (Yes/No)
1.	Provide a copy of Certificate of Incorporation/ Registration	
2.	Provide a Copy of CR12 for Limited Companies, CR13 for Partnerships from issued by the Registrar of companies for the last six months.or National Identification Card/ Passport for Sole Proprietor	
3.	Duly filled, signed and stamped Technical Proposal Submission Form	
4.	The Proposal to be valid for 120 Days from the day of submission	
5.	Provide copy of Valid Tax Compliance certificate. The tax compliance certificate must be valid as at the date of tender opening.	
6.	Provide a Power of Attorney for the person signing the RFP	
7.	Provide a Joint venture agreement or intention to enter into joint venture for the firms intending to be in a joint venture	
8.	Duly filled, signed and stamped self-declaration that firm and the bidder is not debarred in the matter of Public Procurement and Asset Disposal Act 2015-FORM SD 1	
9.	Duly filled, signed and stamped self-declaration that firm and the bidder have never and will not engage in any corrupt or fraudulent practice –FORM SD 2	
10.	Duly filled, signed and stamped declaration and commitment to the code of ethics form	
11.	Duly filled, signed and stamped certificate of independent proposal determination form.	
12.	Duly filled, signed and stamped Tender-Securing Declaration Form	
13.	Provide a copy Valid business permit from county Government.	
14.	Provide copies of audited financial accounts for the company for the last three accounting year. The bidder's annual turnover in the sale, supplies & installation of IT systems should be at least Ksh 100M for the last 3 Financial years to be supported by authentic documentary evidence (audited balance sheet duly signed and stamped by a registered Certified Public Accountant- Provide Membership Number) and confirmation regarding turnover. NB: The turnover refers to the company responding to this tender and not the composite turnover of its subsidiaries/sister concerns/techno-commercial collaborators etc.	
15.	Submit clearly marked original and copy of Tender document which MUST be paginated/ serialized/ Numbered sequentially on all pages including all attachments in the form of 1,2,3...	
16.	Valid Manufacturer Authorization letters, from the proposed OEM's/manufacturer of any software to be used confirming/authorizing the bidder to submit a bid and commitment to offer guarantee and warranty as per the format provided. Where there is no third-party software, the bidder to specifically say that all required software are developed by the bidder hence has absolute rights	
Responsive{R}/Non Responsive{R}		

FORM TECH - 8: SELF-DECLARATION FORMS

FORM SD1

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

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

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

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

Bidder Official Stamp

FORM SD2

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....
..... (*insert name of the Company*) who is a Bidder in respect of **Tender No.**
..... for (*insert tender title/description*)
for (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/ or agents of..... (*insert name of the Procuring entity*) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*name of the procuring entity*).

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.

5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

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

Bidder Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name

Sign.....

Date.....

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

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

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

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

To:.....[insert complete name of Purchaser]

I/We, the undersigned, declare that:

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

Signed:

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

Name:

Duly authorized to sign the bid for and on behalf of:[insert complete name of Tenderer]

Dated on day of [Insert date of signing]

Seal or stamp

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Reimbursable expenses

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM
FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM
(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

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

Dear Sirs:

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

Our attached Financial Proposal is for the amount of..... {Indicate the corresponding to the amount currency} {Insert amounts in words and figures}, including of all taxes in accordance with ITC24.2 in the Data Sheet. The estimated amount of local taxes is..... {Insert currency} {Insert amount in words and figures}.
{Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the ITC12.1 Datasheet.

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

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

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

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

We understand you are not bound to accept any Proposal you receive. We remain,
Yours sincerely,

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

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

FORM FIN-2: SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Subtotal [Remuneration + Reimbursables]				
Taxes:				
{insert type of tax: e.g., VAT or sales tax}				
{e.g., withholding tax on experts' remuneration}				
{insert type of tax}				
Total Taxes				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				

FORM FIN-3A: BREAKDOWN OF REMUNERATION

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

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

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

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

Consultant:Country:
Assignment:Date:

We hereby confirm that:

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

..... [Name of Consultant]

Signature of Authorized Representative

Name:

Title:

Date:

FORM 3C: FORM FOR CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES

{This Form FIN 3C shall be used for Time-Based contracts only}

(Expressed in {insert name of currency*})

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

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

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

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

1. Review of Remuneration Rates

- 1.1 The remuneration rates are made up of salary or base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. Form FIN3 C can be used to provide a breakdown of rates.
- 1.2 The Form FIN 3C shall be completed and attached to the Financial Form-3. As agreed at the negotiations, breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3 At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Procuring Entity is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

2. Rate details are discussed below:

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

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

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

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

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

FORM FIN-4 BREAKDOWN OF REIMBURSABLE

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

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

Legend:

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

SECTION 5. TERMS OF REFERENCE

CHAPTER ONE

INTRODUCTION

1.0 Background

The State Department for Economic Planning, through the Monitoring, Evaluation and Public Investment Management (MEPIM) Directorate, is entrusted with coordinating the implementation of the National Integrated Monitoring and Evaluation System (NIMES). NIMES was established in 2003 as a government-wide framework for monitoring and evaluation, designed to provide a mechanism to track the implementation of policies, programmes and projects contained in Kenya Vision 2030 and the ensuing Medium-Term Plans. NIMES also includes the governance and coordination structures for M&E at the national level, while CIMES serves as its county-level counterpart.

Further, in accordance with Regulation 136(1) and 136(2) of the Public Finance Management (National Government) Regulations 2015, the State Department is required to establish a robust system to facilitate tracking of government programmes, policies and projects.

In 2020, the electronic National/County Integrated Monitoring and Evaluation System (e-NIMES/e-CIMES) was rolled out as a web-based system to all the Ministries, Departments, Agencies, and forty-seven (47) County governments. The system is a performance management tool for results that supports real-time monitoring and evaluation of all government programmes and projects.

The National Treasury through the State Department for Economic Planning is embarking on a critical digital transformation initiative to overhaul the existing electronic National/County Integrated Monitoring and Evaluation System (e-NIMES/e-CIMES) into a comprehensive, planning, monitoring and evaluation system. The current system has significant limitations, including:

- i. Limited real-time data collection and processing capabilities
- ii. Inadequate integration with other government systems.
- iii. Minimal mobile accessibility for field-level data collection and verification
- iv. Limited advanced analytics, predictive capabilities and AI/ML-driven insights
- v. Absence of key M&E components including Performance Analysis and Evaluation, Research and Forecasting, and Dissemination and Publication

- vi. Fragmented data across national, county, and city/municipality levels leading to duplication and inconsistent reporting

The e-NIMES/e-CIMES will integrate economic planning processes, Monitoring & Evaluation, and create interfaces with Government Management Information Systems. This document sets out the Terms of Reference (TOR) for the engagement of a qualified and experienced System Development Firm or Consortium to design, develop, deploy, and support the e-NIMES/e-CIMES.

1.1 Objectives

The primary objective of this assignment is to engage a highly skilled and experienced System Development Firm or Consortium to design, develop, test, and deploy the e-NIMES/e-CIMES. The specific objectives are:

- i. To design and develop a robust, scalable, and secure cloud-native end-to-end planning, monitoring, evaluation, and reporting system aligned to the Results-Based Management (RBM)
- ii. To integrate the enhanced system with existing systems in the National Treasury and other relevant sector Management Information Systems.
- iii. To safely migrate data from the existing e-NIMES and e-CIMES platforms ensuring data integrity and continuity.
- iv. To embed advanced analytics capabilities including AI/ML-driven predictive analytics, anomaly detection, GIS-based spatial analysis, and natural language processing for qualitative data insights.
- v. To provide a mobile-first, responsive system with offline field data collection capabilities and GPS geo-tagging.
- vi. To build a comprehensive knowledge management and evaluation repository to support evidence-based decision-making across all levels of government.
- vii. To deliver comprehensive technical documentation, training programmes, and knowledge transfer to ensure the sustainability and effective use of the system.
- viii. To provide post-deployment technical support, maintenance, and service level agreements for a period of at least 36 months.

1.2 Scope of Work

1.2.1 Overview

The e-NIMES/e-CIMES system shall be a comprehensive end-to-end planning, monitoring, evaluation, and reporting platform covering the implementation of plans, programmes and projects across all administrative levels, National, County, and Cities/Municipalities in Kenya. The system shall be structured around the Results-

Based Management (RBM) cycle and Kenya's planning hierarchy, adopting a Hybrid Architectural Structure to serve both the process owners (M&E Directorate) and the content owners (MDAs, Counties, Cities and Municipalities).

The scope of work encompasses the following major components:

a) Results-Based Management Framework Alignment

The system shall enforce a strict RBM chain (Inputs → Outputs → Outcomes → Impact) at all levels of planning and reporting, implementing mandatory two-stage contribution chain validations to ensure that all lower-level plans link explicitly to higher-level national outcomes. The system shall prevent approval of plans, projects, or annual work plans that do not conform to the defined results linkages.

b) Core Functional Modules

The system shall incorporate the following core functional modules:

- i. **Development Planning Module:** Enabling capture, upload, and management of Long-Term Plans (Vision 2030), Medium-Term Plans (MTP IV), County Integrated Development Plans (CIDPs), Cities & Municipalities Plans, Strategic Plans, and Annual Work Plans with mandatory RBM linkage validations.
- ii. **Project Management Module:** this will involve project initiation planning that allow for definition of project hierarchies (e.g., programs, sub-programs, projects, sub-projects) and enforce linkage to the specific Output/Outcome of a programme that is linked to the approved MTP/CIDP/ADP; tracking of financial resources against approved budgets for each project; and identify, log, and track project risks, including their probability, impact, and mitigation strategies
- iii. **Monitoring Module:** covering indicator management, data collection (online and offline), and progress tracking
- iv. **Evaluation Module:** covering planning and scheduling of evaluations, producing evaluation plans, and management of all planned, ongoing, and completed project/programme evaluations; and evaluation recommendation tracking.
- v. **Repository and Archiving:** Provides a secure, centralized repository for storing and managing planning, monitoring, evaluation, project, financial, and reporting documents and datasets.
- vi. **Reporting Module:** Providing standard and custom reports
- vii. **Business Intelligence, GIS and Visualization Module:** provides an interactive dashboard, GIS-based geospatial visualization, AI/ML-powered insights.

c) Technical Architecture

The **e-NIMES/e-CIMES system** will be developed as a **cloud-native, scalable, and secure digital platform** to support efficient planning, monitoring, evaluation, and reporting of government programmes and projects. The system will adopt a **one-time licensing model**, where the Government acquires full rights to deploy and operate the platform without recurring licensing costs. This approach promotes long-term sustainability, cost efficiency, and full government ownership of the system.

The system shall be deployable on government cloud platforms and accommodate unlimited number of users, both in number of users/accesses, data processor, data analytics, visualization and reports. It shall ensure 99.9% uptime, and comply with the Kenya Data Protection Act 2019 and national cybersecurity frameworks.

d) Data Migration

The firm/consortium shall develop and execute a comprehensive data migration strategy to transition all historical data from the existing e-NIMES and e-CIMES platforms to the enhanced system, ensuring data integrity, minimal downtime, and full validation of migrated records.

e) Capacity Building and Training

The firm/consortium shall conduct comprehensive technical documentation and conduct training of MEPIM and SDEP ICT staff who will act as Trainers of Trainers (ToT's). A Training of Trainers (ToT) programme shall be conducted to ensure sustainable knowledge transfer.

1.2.2 Deliverables

The System Development Firm shall be required to produce the following key deliverables across the project lifecycle:

Ref.	Deliverable	Description
D-01	Inception Report	Detailed project plan with timelines, activity schedule, resource allocation, risk register, and guidelines for stakeholder engagement.
D-02	System Requirements Specification	User requirement and specification document with detailed mapping of system users, functional and non-functional requirements.
D-03	System Design Document	Technical architecture designs (logical, physical, deployment), comprehensive database schema, data dictionary, and API specifications.
D-04	System Source Code	Complete and documented system code and dependencies hosted on agreed Government code repository.

Ref.	Deliverable	Description
D-05	Data Migration Strategy and Plan	Comprehensive data migration plan including data mapping, validation rules, and rollback procedures.
D-06	Quality Assurance (QA) and Testing Plan	Quality assurance and testing plan including test cases, performance benchmarks, and security testing protocols.
D-07	Mobile Applications	Native or hybrid mobile applications for iOS and Android with offline data collection and GPS geo-tagging capabilities.
D-08	Integration Interfaces	Fully tested integration modules connecting e-NIMES/e-CIMES with PIMIS and other government systems.
D-09	Test Reports	Comprehensive testing reports covering unit, integration, system, performance, security, UAT, and pilot testing findings.
D-10	Technical and User Documentation	System architecture documentation, API documentation, user manuals for all roles, administrator manuals, and deployment guides.
D-11	Training Materials and Sessions	Training materials, e-learning modules, video tutorials, and evidence of completed training sessions for all user categories.
D-12	Deployment and Go-Live Roadmap	Phased deployment strategy, production environment configuration, and production verification testing results.
D-13	Handover Reports	Complete project handover documentation including as-built system documentation and knowledge transfer completion certificates.
D-14	Service Level Agreement (SLA)	Signed SLA covering post-deployment support, maintenance schedules, system backups, hosting, and incident response timelines.

1.2.3 Timelines / Milestones

The assignment is estimated to span 18 months for system design, development, and rollout, with an additional 12-month post-deployment software licence and support period. The high-level milestones are as follows:

Phase	Activity	Key Deliverables	Timeline
Phase 1	Requirements Validation & System Design	D-01, D-02, D-03, D-04, D-05	Months 1–3
Phase 2	Core System Development	D-06, Prototype/MVP	Months 4–10
Phase 3	Integration & Data Migration	D-07, D-08	Months 8–12
Phase 4	Testing & Quality Assurance	D-09 (Test Reports)	Months 11–14
Phase 5	Pilot Testing	Pilot Reports (5 Counties, 5 MDAs, 5 Municipalities)	Months 13–15

Phase	Activity	Key Deliverables	Timeline
Phase 6	Training & Capacity Building	D-10, D-11	Months 14–16
Phase 7	Deployment & Go-Live	D-12 (Production System)	Months 15–16
Phase 8	Handover & SLA Activation	D-13, D-14	Months 17–18
Phase 9	Post-Deployment Support	Quarterly health checks, bug fixes, minor enhancements	Months 17–28 (12 months warranty)

1.2.4 Roles and Responsibilities

The successful implementation of e-NIMES/e-CIMES requires clear delineation of roles and responsibilities across all parties involved:

a) The State Department for Economic Planning / MEPIM Directorate

- i. Provide overall strategic direction, oversight and governance for the project
- ii. Facilitate stakeholder engagement, consultations and training workshops
- iii. Review and approve deliverables, designs, and technical specifications
- iv. Provide access to existing system documentation, data, and government systems required for integration
- v. Coordinate with other MDAs, Counties, and Cities/Municipalities for pilot testing and rollout
- vi. Ensure timely decision-making and approvals to avoid project delays
- vii. Coordinate with ICT Authority and other regulatory bodies for compliance

b) The System Development Firm / Consortium

- i. Conduct stakeholder requirements validation and system design
- ii. Develop, test, and deploy the complete e-NIMES/e-CIMES system
- iii. Ensure the system meets all functional, non-functional, and security requirements
- iv. Execute data migration from existing e-NIMES/e-CIMES
- v. Develop and implement integration interfaces with government systems
- vi. Develop all technical documentation, user manuals, and training materials
- vii. Conduct pilot testing in at least 5 counties, 5 MDAs, and 5 Cities/Municipalities
- viii. Conduct training for all user categories and system administrators
- ix. Provide post-deployment support, maintenance, and service level commitments for 12 months

- x. Sign and adhere to a Non-Disclosure Agreement (NDA) and government data protection policies

c) Key Government Stakeholders

- i. **Ministries, Departments and Agencies (MDAs):** Participate in requirements validation, UAT, pilot testing, and training; provide designated M&E officers for system use
- ii. **County Governments:** Participate in pilot testing and training; provide county M&E officers and ICT support staff
- iii. **Cities and Municipalities:** Participate in pilot testing and training; provide officers responsible for M&E and ICT support staff.
- iv. **Ministry of ICT and Digital Economy/ICT Authority of Kenya:** Provide technical oversight and ensure compliance with national ICT standards
- v. **Key state and non-state actors:** Facilitate API access and integration testing for financial and project data systems. Provide technical assistance and participate and in requirements validation, UAT, pilot testing, and training workshops.

CHAPTER TWO

CORE FUNCTIONS AND REQUIREMENTS

2.0 Introduction

This chapter outlines the system modules and their core functional requirements for the e-NIMES/e-CIMES platform. It defines the structural components of the system, the primary purpose of each module, and the functional capabilities required to support planning, budgeting, implementation, monitoring, evaluation, reporting, and decision-making processes across government institutions.

The Firm is expected to define the system’s modular structure and the general technical, security, performance, and integration requirements that ensure alignment, accountability, scalability, and secure operation of the new system.

2.1 Module/System Overview Summary

Module	Module Name	Primary Purpose	Key Integration Points
1.	Development Planning Module	To structurally enable alignment, traceability, and accountability across all levels of government planning using a hybrid RBM–planning hierarchy framework. The module ensures all plans are logically linked, validated, and monitorable from annual activities to long-term national and county outcomes.	<ul style="list-style-type: none"> • Plan-to-plan linkage across Vision 2030, Long-Term Plans, MTPs, CIDPs, IDePs, Strategic and Annual Plans, and other global and continental frameworks. • RBM indicator integration (Inputs → Outputs → Outcomes → Impact) • Mandatory validation and approval workflows with visual alignment maps • Backbone integration with M&E, Evaluation, Reporting, and Project Management modules
2.	Monitoring Module	To establish a standardized, integrated, and accountable M&E system that links indicators, data collection, performance tracking, and financial information within a unified RBM framework.	<ul style="list-style-type: none"> • Indicator linkage to approved plans and RBM results chains • Integration with real-time data collection tools and financial systems • Performance tracking across national, county, city, and municipal levels • Automated aggregation and validation of results data
3.	Evaluation Module	The module aims to support evaluation planning by maintaining a retrievable project evaluation inventory, tracking the utilization and implementation of evaluation findings, capturing and disseminating	<ul style="list-style-type: none"> • Linkage of evaluation findings to planning, M&E, and decision-making processes • Tracking management responses and utilization of evaluation recommendations • Knowledge repositories for lessons

Module	Module Name	Primary Purpose	Key Integration Points
		lessons learned throughout the project cycle.	learned and best practices <ul style="list-style-type: none"> • Integration with reporting and planning modules
4.	Reporting Module	To provide comprehensive, customizable, and data-driven reporting, visualization, and analytics to support evidence-based decision-making, performance monitoring, and transparency.	Integration of planning, M&E, evaluation, and expenditure data <ul style="list-style-type: none"> • Dashboards, scorecards, and automated reports across government levels • Real-time analytics, trend analysis, and predictive insights • Business Intelligence, Geospatial and thematic reporting capabilities
5.	Project Management Module	To support end-to-end project and programme lifecycle management, ensuring alignment with approved plans, RBM frameworks, and budgets while enabling structured tracking of implementation, resources, risks, and results.	Integrates with strategic planning frameworks, RBM structures, budgeting and financial management systems (e.g., PIMIS/IFMIS/eGP, etc.), procurement platforms, and reporting modules to ensure end-to-end alignment between planning, budgeting, implementation, and performance monitoring.
6.	Business Intelligence, GIS and Visualization	To enable advanced data analysis, interpretation, and visualization of performance, financial, and results data to support strategic insights and decision-making.	<ul style="list-style-type: none"> • Integration with M&E, Reporting, Business Intelligence, and Project Management modules • Analytical tools for trend analysis, comparisons, and forecasting • Interactive charts, maps, and visual analytics dashboards
7.	Repository and archiving Module	To provide secure, structured, and compliant storage and archiving of planning, M&E, evaluation, project, and reporting data and documents. Centralized repository for plans, reports, datasets, and evaluations <ul style="list-style-type: none"> • Integration with all system modules for document and data retrieval • Version control, audit trails, and retention policies • Compliance with data governance, security, and archival standards 	<ul style="list-style-type: none"> • Centralized repository for plans, reports, datasets, and evaluations • Integration with all system modules for document and data retrieval • Version control, audit trails, and retention policies • Compliance with data governance, security, and archival standards
8.	Satellite-Based Project Monitoring and Verification Module	To enable automated, objective, and near real-time monitoring of infrastructure projects (e.g., roads) using satellite	<ul style="list-style-type: none"> • Integration with satellite imagery providers

Module	Module Name	Primary Purpose	Key Integration Points
		imagery, geospatial analytics, and AI-driven change detection to complement field-based monitoring and enhance transparency, accountability, and decision-making.	<ul style="list-style-type: none"> Automated change detection (before vs after analysis) for project progress tracking Measurement of physical progress (e.g., road length completed, surface changes, earthworks) Geo-spatial validation of reported progress against actual site conditions Time-series analysis to track construction trends and detect delays or inactivity AI/ML-based anomaly detection for identifying inconsistencies or potential misreporting Overlay of project boundaries, design maps, and contractor-reported data on satellite imagery Configurable monitoring intervals (weekly, bi-weekly, monthly)

Other Key Functionalities:

	Key Functionalities	Primary Purpose	Key Integration Points
1	User and Access Management	Establishes and manages the institutional structure of MDAs, Counties, Cities, and implementing agencies. It defines core system parameters including sources of funds, administrative units (sub-county, ward, village, municipality), user roles, and other reference data to ensure standardized system configuration and governance.	<ul style="list-style-type: none"> Integrates with all modules to provide standardized organizational structures (MDAs, Counties, Cities, agencies, etc.) Feeds user roles, permissions, workflows, and approval hierarchies into operational modules Links to Planning, Budgeting, M&E, and Project Management modules to ensure consistent reference data Supports reporting and analytics modules by providing validated classification and structural parameters
2	System Administration	It manages user accounts, roles and permissions, system security, workflow configurations, performance monitoring,	<ul style="list-style-type: none"> Integrates with all system modules to enforce authentication, authorization, and workflow controls Links with Master Configuration Module for organizational hierarchies and role definitions

		backups, and system maintenance to ensure secure, reliable, and efficient system operation.	<ul style="list-style-type: none"> • Connects to Repository and Archiving Module for audit logs, backups, and system recovery • Interfaces with external systems (e.g., IFMIS, PIMIS, e-GP) for secure API management and interoperability • Supports system-wide monitoring, performance tracking, and compliance enforcement
3	Help Desk/Feedback	Provides structured technical support services including issue logging, ticket tracking, troubleshooting, resolution management, user guidance, and capacity support. The module ensures timely response to system-related challenges and facilitates continuous user support at National (MDA), County, and City/Municipal levels, including escalation mechanisms where required.	<ul style="list-style-type: none"> • Integrates with System Administration Module for resolving access, configuration, and security-related issues • Connects with User Access Management for role and permission support cases • Interfaces with all functional modules (Planning, PIM, M&E, Evaluation, Reporting, Analytics) to track and resolve module-specific issues • Links with Notification and Workflow systems for automated ticket routing and escalation • Connects to Repository and Archiving Module for storing support documentation, user manuals, and ticket history

2.2 General System Requirements

No.	General Requirements
1.	General
1.1.	Language Support: All system modules must be provided in English and allow for internationalization.
1.2.	All information technologies MUST properly display, calculate and transmit date data. The date must be in the DDMMYYYY format and time zone must be EAT.
1.3.	The system should be developed with trending technology standards. It should be based on open standards.
1.4.	Allow for flexible configurations based on the user environment. The system must be easy to configure e.g. the form is dynamic and the fields can be added and removed and edited with ease.
1.5.	Use of technologies with Open source license and a perpetual, non-transferable right to use, modify, and distribute the software, provided it remains tied to the original system on which it was deployed, including backup or recovery systems that serve as replicas or replacements of the original system.
1.6.	The system shall provision for digital signatures and verify the integrity of digital signature/view.
1.7.	The system shall alert the authorised user each time their digital signature is used in form of a dashboard.

No.	General Requirements
1.8.	The system must automate various schedules, activities and timelines to allow for alerts, notification and count downs.
2.	User Interface (UI)
2.1.	The UI for Unified Portal, Modules and Sub-modules should be intuitive, user-friendly, provide clear navigation and search capabilities with chat-bot for users who may require help in accessing content.
2.2.	Apply consistent branding, including logos, colour schemes, fonts and layout styles. Support dark/light modes and theme switching where applicable.
2.3.	Each module must have a consistent look and feel with a consistent interaction mechanism.
2.4.	Ensure the UI is responsive across all devices (desktop, tablet, mobile applications, etc.) with optimized layouts, input controls and media queries.
2.5.	Adhere to accessibility standards (e.g., WCAG 2.1) level AA to ensure usability by users with disabilities. Include features such as screen reader support, keyboard navigation and contrast compliance.
2.6.	Provide for immediate and clear alerts/notification for user actions, such as login success, form validation results or update confirmations (e.g. pop-ups/prompts). Provide trail of last activities during and after system log-out.
2.7.	Support multiple languages and regional formats (date, time, currency). Provide UI translations and localized help content where relevant.
2.8.	Embed help tooltips, Frequently Asked Questions (FAQs) and on-boarding prompts in the UI. Provide guidance on using security features and understanding privacy controls.
2.9.	Define how the system communicates key events (e.g., login alerts, password changes, system maintenance) using email, SMS, Calendaring or in-app alerts.
2.10.	Ensure seamless performance on all major browsers (Chrome, Firefox, Edge, Safari, etc.) through regular testing and standards-based development.
2.11.	Describe how third-party login methods (e.g., Google, Microsoft, eCitizen, etc.) are integrated and visually presented in the login/register flows.
2.12.	Define inactivity timeout thresholds and auto-logout procedures. Include countdown warnings and options to extend sessions securely.
2.13.	Define standard color codes to be used to indicate the urgency of the activities assigned.
2.14.	Standardize error messages with user-friendly, actionable language. Ensure consistent display of error states and recovery instructions across the UI.
2.15.	Define how security tokens are issued, refreshed and stored (e.g., in secure cookies or local storage). Include mechanisms for session expiration and automatic token renewal (45 seconds timeout for idle sessions).
2.16.	Detail the secure recovery process using verified email, SMS or security questions. Include UI elements for initiating password resets and verifying user identity.
2.17.	Describe how the UI requests, records and manages user consent for data collection and sharing. Include workflows for revoking or updating consent preferences.
2.18.	Outline functionalities for users to update personal details, change passwords and configure security settings. Ensure changes require authentication confirmation where applicable.

No.	General Requirements
2.19.	Define the parameters required for user registration and specify validation rules such as required fields, input formats and duplication checks.
2.20.	Specify supported authentication methods, including username/password, biometric login and multi-factor authentication (MFA). Indicate how each method is implemented and presented in the user interface (UI).
2.21.	Define password complexity rules such as minimum length, use of special characters and password expiration. Include options for users to change and manage their passwords securely.
2.22.	The system should provision for personalization
2.23.	The system must provide the option on every page of system to view the headings, menus, labels and any software control values on any page.
3.	User Engagement
3.1.	Forums: Provision for Stakeholder initiated engagement forums.
3.2.	Provision for feedback dashboard in real-time.
3.3.	Chatbots: Provision for chatbots for auto-response to frequently asked questions
3.4.	Reviews: system must provide for feedbacks in form of comments or standard scale
3.5.	Ratings: system must provide for rating of user experience
4.	Database and Repository
4.1.	The system must have an open architecture that allows integration with databases of internal and external systems.
4.2.	Ability to support structured and unstructured data
4.3.	The Database should have the ability to accommodate the current data set held at e-NIMES/e-CIMES support all System transactions.
4.4.	The system technical design must be able to scale to support projected transaction volumes over time.
4.5.	Database capability to support distributed and parallel processing in a clustered environment
4.6.	The application will have a centralized database to be accessed by all authorized users.
4.7.	The application will be expected to have the ability to archive data designated as dormant to different data files.
4.8.	The system should provision access management of repository for knowledge sharing
4.9.	The developed solutions must allow for central repository, document categorizations, bulk uploads and downloads.
4.10.	The system should allow for file storage in a tamper proof format.
4.11.	System should implement data security protocols and standards
4.12.	The system should provision for access management of repository for knowledge sharing
5.	System Security
5.1.	Each user must be authenticated with a unique user-id / username, password and one-time login code generated by the application while logging on the application, location and geo-codes. The User IDs / Usernames should be case sensitive.

No.	General Requirements
5.2.	User accounts management activities include but not limited to new user creation, user maintenance and user authentication (during login).
5.3.	All new user accounts must have a system generated random password when created. A secure way of communicating the initial password to the user should be utilized, e.g. via an email account or SMS.
5.4.	The system must prompt users to change their passwords the first time they log on to the application. During password change, if the new password doesn't comply with the complexity policy, the error message should describe every complexity rule that the new password does not comply with.
5.5.	The system must support password expiry features with a configurable frequency. This should be parameterized to allow flexibility in adjusting this value as required (dependent on criticality of module).
5.6.	The system should not support automatic logins to guard against brute force attacks. The login page should include a code generating mechanism.
5.7.	The system shall generate a code at log in. The code shall be sent to the registered e-mail or SMS through a registered mobile phone number. The code shall be entered on the log in page to grant authentication.
5.8.	These password features should be configurable to support future complexity requirements.
5.9.	The solution should implement a secure self-service password recovery mechanism in the event the user forgets their password using verification of existing parameters.
5.10.	The login page and all subsequent authenticated pages must be exclusively accessed over Transport Layer Security (TLS). All active sessions must be encrypted.
5.11.	The solution should support expiring of newly created accounts if not used for a configurable period of time. This should be parameterized to allow flexibility in adjusting this value as required. An auto generated alert should be sent to the users some set days before the account is deactivated.
5.12.	The solution must support password lock out after a configurable number of unsuccessful login attempts. This should be parameterized to allow flexibility in adjusting this value as required.
5.13.	The solution must log out a user account after the session has been idle for a configurable duration. This should be parameterized to allow flexibility in adjusting this duration as required.
5.14.	The solution must not allow the re-use of a past password until a set period of time and a set number of password changes have been made. This should be parameterized to allow flexibility in adjusting this value as required.
5.15.	Password should not match with your username or full names
5.16.	The developed solutions shall implement role-based access control (RBAC) to ensure only authorized users can perform specific actions and limit access of documents as per approved user access rights.
5.17.	The system shall provide for digital signatures audit trails.
5.18.	The system shall use HTTPS (TLS 1.2+) for all data in transit and AES-256 for data at rest.
5.19.	User activity and document actions shall be logged in a tamper-proof audit trail.

No.	General Requirements
5.20.	The system shall comply with relevant data protection policies
5.21.	Each module must have an Input and Data Validation.
5.22.	The System should be able to keep and display time-stamped logs of all users' activities on the system. Should allow generation of hard copy audit reports.
5.23.	<p>The System should have a Comprehensive Audit Trail features including monitoring system usage, showing system activity by:</p> <ul style="list-style-type: none"> • Username; • Application/Module; • Terminal; • Date/Time; • Action performed/changes report; • Any other relevant parameters.
5.24.	Security back-up capabilities that allow for transaction rollbacks, daily and periodic backups and complete restoration and recovery in case of downtime.
5.25.	The system MUST provide for data encryption.
5.26.	The system should support multiple users in concurrent mode.
5.27.	Modern threat protection, customizable content controls and an intuitive web-based console
5.28.	Configure Violations to warn users, block the files from being posted and/or replace the files with custom text.
5.29.	Multi-factor Authentication of users with OAuth 2.0
5.30.	Where there is high level approval, such to be limited to defined devices only.
5.31.	The ability for the system to grant access to users through a single sign-on/log-on facility.
5.32.	Different confidentiality settings for groups and individuals to be managed by the administrator.
5.33.	Chain-of-Custody Documentation - For evidence management, the system should maintain tamper-proof evident records of all evidence handling
5.34.	<p>The system MUST provide for data encryption. AES-256 at rest, HTTPS(TLS 1.3) in transit End- to end</p>
5.35.	Data Modification Tracking - All changes to system data are recorded with detailed attribution: Before and after values, User identifier of modifier, Modification Timestamp, Reason for change (mandatory field), Approval workflow and Application context of the change
5.36.	Intrusion Detection and Prevention- The system should deploy active defensive measures against unauthorized access: Network-based detection system, Host-based intrusion detection, Application layer firewalls and Deep packet inspection
5.37.	<p>Regulatory Compliance -The system should be designed to comply with jurisdiction-specific data protection requirements:</p> <ul style="list-style-type: none"> · Data subject rights management · Consent management where applicable · Privacy impact assessments

No.	General Requirements
	<ul style="list-style-type: none"> · Data retention policy enforcement · Cross-border data transfer controls · Privacy by design principles
5.38.	All system patches/upgrades to address security vulnerabilities or new feature updates there should be adherence to a patch/upgrade management strategy.
6.	Analytics and Reporting
6.1.	Report generation must have different levels of access and generation
6.2.	Ability to handle versatile reporting queries from users.
6.3.	Generate standard and customized reports. Automatically refresh when an underlying data is changed.
6.4.	Ability to configure the layout standard reports. Possibility of including the organization's logo on a standard report.
6.5.	Ability to transform existing data in a report into chart or graph.
6.6.	Ability to create reports and export them to MS Word, MS Excel, Email or PDF or universal standard formats. The system should also be able to accept imports of data from other formats.
6.7.	Ability to generate Alerts, Notifications, "Status Flags" for due dates, reports, or other time-related actions.
6.8.	Ability to easily setup user-defined (ad hoc), on-demand and standard report generation reports.
6.9.	The System MUST provide functionality for output or reports to be directed either to a printer, screen, file or specific email account.
6.10.	Have a report generator functionality to allow generation of standard and non-standard reports.
6.11.	The system should allow for hierarchical, elastic search and optical character recognition
6.12.	The system must support role-based dashboards with access restrictions.
6.13.	Provision for a dashboard for monitoring performance including user login rates, staff and organization based on pre-defined metrics.
6.14.	Provision for dashboard for automated analytics and visualization including random analysis, on- demand, weekly, quarterly, annual, biennial reporting, monitoring and auditing.
6.15.	System should provide for real-time and fine-grained analytics including descriptive analysis, trend analysis, Comparative and Disaggregation Analysis, Forecasting and Predictive Insights, Interactive Dashboards and Visualization, Geospatial Data Visualization and Spatial Analysis.
6.16.	The system should leverage on AI/ML to provide predictive analytics on potential project delays, budget overruns, and risks analysis.
6.17.	The system shall identify anomalies in data that may indicate fraud or significant deviations
7.	Scalability and Performance
7.1.	The system MUST provide for a minimum amount field of 999,999,999,999,999.99 for data entry, reporting and screen display values. Provide details of number of

No.	General Requirements
	characters for key fields (account codes, vendors, customers, descriptions fields, amounts etc.).
7.2.	Upload and download speeds shall support documents up to 20 MB (<i>adjustable</i>) with a maximum delay of 5 seconds.
7.3.	The document repository shall support up to 100,000 records, with metadata indexing for rapid search and retrieval.
7.4.	The system shall support simultaneous access by internal users and external users without performance degradation.
7.5.	The system shall be available 24/7 with at least 99.9% uptime, excluding scheduled maintenance.
7.6.	Ability for the system to set up various parameters that are user specific (data classifications, formulae).
7.7.	Following input, data is immediately available across all modules of the system.
7.8.	The system should be modular and scalable to grow with the state department needs.
7.9.	Automatic population of known fields to reduce data re-entry.
7.10.	Technology Agnostic: Develop a system that can adapt to emerging technologies and standards.
7.11.	Solution architecture should have the ability for scale up as and when new applications and services are added and transaction volumes increase without compromising the performance of the overall solution.
7.12.	It should provide for Scalability on the Application, Web Servers, Database Servers, Application Integration Servers and all other solution components.
7.13.	The system must be designed in order to accommodate growing number of users, both in number of users/accesses, data processor, data analytics, visualization and reports.
7.14.	The system technical design (hardware, database, etc.) must be able to scale to support projected transaction volumes over time.
7.15.	The system must be able to identify duplicate records and de-duplicate them,
7.16.	The system must be able to perform as load (user and transactions) increase following micro service design.
7.17.	The system transaction response to user data entry should be minimum 2 seconds (turnaround time) and maximum 5 seconds (turnaround time) on an online workstation.
7.18.	The system must allow users to monitor system availability and performance.
7.19.	The system can sync data with the main server (in case of offline use).
7.20.	The system must track and record all changes (update/add/delete) to the data by system and by users.
7.21.	The system shall support future scale-up to accommodate additional groupings (institutions, qualifications, etc.), users, and document types without significant architectural changes.

No.	General Requirements
7.22.	Solution should be designed to remove all single points of failure. The solution should provide the ability to recover from failures, thus protecting against multiple component failures.
7.23.	The system must allow user to work online and offline. If offline, data should be synchronized when an internet connection is available.
7.24.	The system shall be developed to operate in a clustered environment, supporting distributed and parallel processing to ensure scalability, high availability and optimal performance.
8.	Transactions
8.1.	Support processing of transactions in batches and real-time with approval at various levels.
8.2.	Support transaction processing with stages, such as: <ul style="list-style-type: none"> ● approval workflow ● workflow processing ● approval procedures Etc.
8.3.	Processing of transactions in local and foreign currency based on the exchange rate of the day.
8.4.	Capability to source documents or transactions for more detailed information.
8.5.	Manage approval of transactions by various users (multiple levels of authorization)/ approval workflow.
8.6.	Support cost accounting or distribution of costs and overheads to departments or activities.
8.7.	Support aggregation of records from various service points/departments/units.
8.8.	Support error-handling mechanisms and logs.
9.	Network
9.1.	The system should be able to work on centralized, distributed and networked (LAN /WAN/etc.) environment.
9.2.	Ability to print any information displayed.
9.3.	System should have inbuilt capability to handle workflows.
9.4.	Ability to allow for remote access to the System through a standard web browser, thin client or any other efficient method.
9.5.	The system should be able to operate entirely or selectively as; <ul style="list-style-type: none"> ● A stand-alone application (thick client); ● A networked application (thin client) ● Via Web Portal ● A combination of the above; and (Server RDBMS/Client)
10.	User Authentication and Authorization
10.1.	Single Sign-On (SSO): allow for central authentication across modules or access to multiple independent applications with a single set of credentials, eliminating the need to log in to each one of the module /systems separately.

No.	General Requirements
10.2.	Role-Based Access Control (RBAC): Permissions enforced by user roles and permissions. Ability to assign users/group a role.
10.3.	Two-Factor Authentication (2FA)/ multi-factor authentication (MFA)
10.4.	All new user accounts must have a system-generated random password when created.
10.5.	The system must prompt users to change their passwords the first time they log in.
10.6.	Ability to send alerts to change password for a defined period
10.7.	The system should not support automatic logins to guard against brute force attacks. The login page should include a challenge which the user responds to before proceeding with the login.
10.8.	All user accounts must be managed with reference to and in synchronization with an authoritative central user management system e.g. identifying personal numbers in Agency 's staff establishment database for internal staff users NB: User accounts management activities include but not limited to new user creation, user maintenance, and user authentication (during login), user removal (deletion).
10.9.	The system must implement the following Password Strength Controls: <ul style="list-style-type: none"> • Passwords should have a configurable minimum and maximum lengths • Password must meet a configurable combination of the following complexity rules: <ol style="list-style-type: none"> i. at least 1 uppercase character (A-Z) ii. at least 1 lowercase character (a-z) iii. at least 1 digit (0-9) iv. at least 1 special character (punctuation)
10.10.	These password features should be configurable to support future complexity requirements
	During password change, if the new password doesn't comply with the complexity policy, an error message should be displayed describing EVERY complexity rule that the new password does not comply with
10.11.	The solution should implement a secure self-service password recovery mechanism in the event the user forgot their password
10.12.	Any password reset/recovery mechanism option must not reveal whether or not an account is valid, preventing username harvesting
10.13.	The login page and all subsequent authenticated pages must be exclusively accessed over HTTPS (TLS)/AES-256.
10.14.	The solution should support expiring of newly created accounts if not used for a configurable period of time. This should be parameterized to allow flexibility in adjusting this value as required
10.15.	The solution must support a password change notification and a configurable number of grace logins. The password must be changed after a configurable duration. This should be parameterized for Flexibility
10.16.	The solution must support password lock out after a configurable number of unsuccessful login attempts. This should be parameterized to allow flexibility in adjusting this value as required

No.	General Requirements
10.17.	The solution should respond with a generic error message regardless of whether the user ID or password was incorrect. It should also give no indication to the status of an existing account. The generic message should not reveal which of the authentication parameters is invalid
10.18.	The solution must expire a user account after the session has been idle for a configurable period of time. This should be parameterized to allow flexibility in adjusting this value as required
10.19.	The solution should support re-authentication for sensitive features e.g. before updating sensitive account information such as the user's password, user's email, or before performing sensitive transactions. The function(s) requiring re- authentication should be configurable/determined
10.20.	The solution must not allow the re-use of a past password until a set period of time and a set number of password changes have been made. This should be parameterized to allow flexibility in adjusting this value as required
10.21.	Provision for high level approval e.g. the Final approval for payment and any other such approvals shall be defined from time to time, to be confined to specific devices.
10.22.	Allow for the single device access control
11.	Integration
11.1.	Seamlessly Integration with all existing information systems for all relevant organizations and allow for future integration too. The solution/interface needs to be integrated with other existing systems
11.2.	Should support both Synchronous and Asynchronous communication (information exchange) with the backend business applications
11.3.	Ability to use secure standardized API interfaces
11.4.	Open APIs for interoperability and seamless data exchange with other systems including third-party systems.
11.5.	Real-Time Monitoring Dashboard - to monitor API Performance Metrics – Tracking of uptime, response times, and error rates across all active endpoints And Data Synchronization Status,
11.6.	Transaction & Credential Audits – Oversight of transaction volumes, access logs, and credential usage to strengthen accountability.
11.7.	Automated Alerts – Notifications for API breaches, expired tokens, abnormal request patterns, or suspicious activity.
12.	Testing and Quality Assurance
12.1.	Functional Testing - Comprehensive validation of system features against specified requirements and acceptance criteria.
12.2.	Requirements-Based Testing: <ul style="list-style-type: none"> ● Traceability matrix development ● Requirement coverage verification ● Feature completeness validation ● Business process alignment ● Acceptance criteria confirmation
12.3.	Module-Specific Testing: <ul style="list-style-type: none"> ● Module functionality

No.	General Requirements
	<ul style="list-style-type: none"> ● Process/approval workflows ● Resource allocation functions
12.4.	Integration Point Verification: <ul style="list-style-type: none"> ● Inter-module data exchange ● External systems interactions ● API functionality ● Authentication services ● Notification mechanisms
12.5.	Performance and Stress Testing: Evaluation of system stability, responsiveness and reliability under varying load conditions. load testing, stress testing and endurance testing
12.6.	User Acceptance Testing (UAT) - Final validation of system readiness by end users with real operational scenarios. <ul style="list-style-type: none"> ● Production-like configuration ● Realistic data population ● External system simulation ● Full security implementation ● Performance characteristics replication ● Role representation ● Experience level diversity ● Regional representation ● Testing procedure training ● Feedback mechanism familiarization
13.	Disaster Recovery/ Business Continuity
13.1.	Scheduled backup and real-time replication
13.2.	The system should provide automated back-up and restore functionality
13.3.	Transaction Rollback after Crash, System Integrity Check for file and data corruption.
13.4.	Ability to email reports directly on back-ups.
13.5.	Redundancy: Establish redundant systems for disaster recovery.
13.6.	Load balancer: To manage and process high traffic requests (distributed & parallel processing).
13.7.	Have multi-user/concurrent users capability: with many users logging in at the same time.
13.8.	The system can be accessible over provided network architecture (LAN/WAN/etc.) using a secure client server.
13.9.	Run on Database Management System that will support both structured and unstructured data as required.
13.10.	Provide Detailed Operational and Maintenance Manuals and On-line Reference Manual.
13.11.	Built in Backup Function and File Recovery Utilities. Provide back- up/recovery and restart procedures and programs as well as an active audit trail for continuity of operations
14.	Documentation

No.	General Requirements
14.1.	Signed business requirements document (process owner, technical user, bidder)
14.2.	Detailed system architecture document
14.3.	Business process analysis and design document
14.4.	Provide technical documentation: <ul style="list-style-type: none"> a. User manuals b. Operation manuals c. Maintenance manuals d. Technical design procedure (technologies stack, integration, etc.) e. deployment manual f. user and system testing document
14.5.	Backup and disaster recovery document
14.6.	Security implementation document including risk mitigation procedure
14.7.	Signed user acceptance and handing over document
15.	Training
15.1.	Training MEPIM and other system users on daily operations of the system.
15.2.	Training IT staff on management and user support of the software.
15.3.	Training sessions shall be scheduled and conducted to staff at different levels of system use, management and administration including training structure on issue reporting and tracking.
16.	Support and maintenance
16.1.	Provision of system improvements during testing phase, piloting phase, post-deployment and at least twelve (12) months' post-launch.

2.3 Detailed Module Specifications

Some of the key Business Processes to be Re-engineering (BPR) for the **e-NIMES/e-CIMES** are shown below.

A. The AS-IS Key Business Processes of e-NIMES/e-CIMES

1. Preparation of National Reporting and Indicator Handbook

Service Name: Monitoring and Evaluation of the implementation of long term and medium-term plans in collaboration with MDAs.			
Process Name: Preparation of National Reporting and Indicator Handbook			
Step	Activity	Tools to Be Used	Actor
1	Preparation of a concept note once the MTP/CIDP has been finalized	Reference MTP/CIDP Document, Planning Guidelines	MEPIM, MACRO, Counties
2	Submission of the concept note to EPS for review and concurrence	Email, Official Memo	MEPIM, EPS
3	Incorporation of comments from EPS	Review Notes	MEPIM
4	Submission of the concept note to PS for approval	Official Memo, Email	MEPIM, PS
5	Approval of the concept by the PS	Approval Memo	PS
6	Appointment of Technical Team	Appointment Letters, Internal Memo	PS
7	Preparation of first draft indicator handbook	Indicator Frameworks, Sector Plans	MEPIM
8	Sharing of draft handbook with MDAs/Stakeholders	Email, Stakeholder List	MEPIM, MDAs, Counties Stakeholders
9	Reviewing and incorporation of comments	Consolidated Comments Matrix	MEPIM
10	Stakeholder validation of revised draft handbook	Workshop/Meeting, Presentation Slides	MEPIM, Stakeholders
11	Finalization of draft incorporating validation comments	Consolidated Feedback Report	MEPIM
12	Submission to EPS for quality assurance	Official Memo, Email	MEPIM, EPS
13	Approval of the Handbook	Approval Memo	PS
14	Printing and publishing of the approved handbook	Printing Services, Publishing Software	MEPIM
15	Launch of the printed handbook	Launch Event, Press Release	MEPIM, Stakeholders
16	Dissemination of the published handbook	Email, Website Upload, stakeholder List	MEPIM

2. Tracking of progress on implementation of long-term and medium-term plans and Preparation of Annual Progress reports

Service Name: Monitoring and Evaluation of the implementation of long term and medium-term plans in collaboration with MDAs.			
Process Name: Tracking of progress on implementation of long-term and medium-term plans and Preparation of Annual Progress reports			
Step	Activity	Tools to Be Used	Actor
1	Preparation of a concept note	Circular on preparation of APR, Reporting Guidelines	MEPIM
2	Submission of the concept note to PS for approval one month before closure of the financial year	Official Memo, Email	MEPIM, PS, MDAs
3	Nomination of representatives from every directorate to the APR preparation technical team	List of Nominees, Internal Memo, Appointment Letters	PS, Directorates
4	Request sent to MDAs to prepare and submit Ministerial APRs	Official Circular, Email	MEPIM
5	Submission of Ministerial Annual M&E Reports (MAMERs) to the technical team	Email, Reporting Templates	MDAs
6	Preparation of the first draft by the technical team	Consolidated MAMERs, Data Analysis Tools	Stakeholders
7	Review/validation of contents of the first draft with MDAs	Validation Meeting, Presentation Slides	MEPIM, MDAs
8	Incorporation of comments from validation into the first draft APR	Comments Matrix	MEPIM
9	Stakeholders' validation of the revised draft APR	Workshop, Presentation Slides	MEPIM, stakeholders
10	Incorporation of comments from stakeholders into the document	Consolidated Feedback Report	MEPIM
11	Submission of the reviewed APR to EPS for comments	Official Memo, Email	MEPIM, EPS
12	Incorporation of comments from EPS into the document	Review Notes	PS, CS
13	Submission of the reviewed APR to PS for approval	Official Memo, Email	MEPIM, PS
14	Submission of the reviewed APR to CS for approval	Official Memo, Email	PS, CS
15	Printing and Publishing of Approved APR	Printing Services, Publishing Software	MEPIM
16	Launch of the published APR	Launch Event, Press Release	MEPIM
17	Dissemination of the APR	Email, Website Upload, Distribution List	MEPIM

3. Preparation of Public Expenditure Tracking Survey (PETS) reports in collaboration with MDAs

Service Name: Monitoring and Evaluation of the implementation of long term and medium-term plans in collaboration with MDAs.			
Process Name: Preparation of Public Expenditure Tracking Survey (PETS) reports in collaboration with MDAs.			
Step	Activity	Tools to Be Used	Actor
1	Develop a 5-Year PET Workplan or Requests for MDACs	MTP and CS Circular	MEPIM, MDACs
2	Identification of a PET technical team	Internal Consultations, Nomination Templates	MEPIM, PS responsible for the PET
3	Appointment of the PET technical team	Appointment Letters, Official Memo	PS
4	Designing of the Survey Instruments/Questionnaires	Survey Design Software, MS Word/Excel, Data Collection Templates	PET Technical Team
5	Piloting of the survey instruments	Pilot Survey Tools, Field Testing Checklists	PET Technical Team
6	Execution of the survey	Approved Questionnaires, Data Collection Tools (Tablets/Forms), Field Guides	PET Technical Team
7	Production of a draft report	Data Analysis Software (Excel/SPSS/STATA)	PET Technical Team
8	Sharing of the draft with MDAs for comments	MDA List	MEPIM, MDAs
9	Incorporation of comments from MDAs into the draft report	Comments Matrix	PET Technical Team
10	Forwarding of the report to the PS	Official Memo, Email	PS and CS responsible
13	Forwarding of the report to the CS for approval	Official Memo, Email	PS
14	Printing of the final report	Printing Services, Publishing Software	MEPIM
15	Launching of the report	Launch Event, Press Release	MEPIM
16	Dissemination of the report	Email, Website Upload, Distribution List	MEPIM

4. Mid-Term/ End-Term Review of medium-term and long-term plans

Service Name: Monitoring and Evaluation of the implementation of long term and medium-term plans in collaboration with MDAs.			
Process Name: Mid-Term/ End-Term Review of medium-term and long-term plans			
NB: <i>Workflow for Mid-Term and End Term Review for medium-term and long-term plans are similar</i>			
Step	Activity	Tools to Be Used	Actor
1.	At Mid-point of MTP/Strategic Plan implementation initiate the Preparation of a concept note	MTR/ETR concept note template, evaluation planning checklist, MTP guidelines	MEPIM
2.	Submission of the concept note to the EPS for review, concurrence, and incorporation of comments	Submission checklist, comment tracking matrix	MEPIM, EPS
3.	Submission of the revised concept note to the PS for approval	Approval workflow tools, briefing notes	MEPIM, PS
4.	Nomination of representatives from directorates	Nomination templates, official circulars, reporting guidelines	PS, MEPIM
5.	Preparation and submission of Ministerial MTR/ETR reports	MTR/ETR reporting templates, performance analysis tools, results framework	MDAs
6.	Preparation of the first draft MTR/ETR by the technical team	Data synthesis tools, evaluation matrix, results and outcome analysis framework	MEPIM
7.	Validation of the first draft MTR/ETR with MDAs	Validation workshops, review checklists, feedback forms	MEPIM, MDAs
8.	Incorporation of comments from MDAs and stakeholders and finalization of the draft	Comment resolution matrix, quality assurance checklist	MEPIM
9.	Stakeholder validation of the revised draft MTR/ETR	Stakeholder consultation tools, validation forums, presentation decks	MEPIM, Stakeholders
10.	Submission of the finalized MTR/ETR to the PS for review and concurrence	Submission checklist, editorial and compliance tools	MEPIM, EPS
11.	Incorporation of PS comments and submission of the document to the CS	Editorial tools, approval routing checklist	MEPIM
12.	Publishing and launching of the approved MTR/ETR	Publishing tools, launch event toolkit, media brief	MEPIM
13.	Dissemination of the MTR/ETR	Dissemination strategy, digital platforms, distribution lists	MEPIM

5. Evaluation of implementation of public policies and programmes

<p>Service Name: Monitoring and Evaluation of the implementation of long term and medium-term plans in collaboration with MDAs.</p> <p>Process Name: Evaluation of implementation of public policies and programmes</p> <p>NB: <i>Project End Term and Ex-Post Evaluations have similar workflows as public policies and programme evaluation.</i></p>			
Step	Activity	Tools to Be Used	Actor
1.	Development of the National Evaluation Plan	MTP, Indicator Handbook, CPER, PER, Kenya Evaluation Guidelines	MEPIM, MDACs
2.	Identification of a project to be evaluated from the National Evaluation Plan	National Evaluation Plan (NEP), Kenya Evaluation Guidelines, project prioritization criteria, selection checklist	MEPIM
3.	Preparation of a concept note outlining objectives, scope, methodology, and expected outcomes for the selected activity	Evaluation concept note template, OECD-DAC criteria, evaluation planning checklist, Kenya Evaluation Guidelines	PS responsible for the selected activity, MEPIM
4.	Submission of the concept note to the Economic Principal Secretary (EPS) for review and concurrence	Submission checklist, document routing tools	Head MEPIM
5.	Incorporation of comments from EPS	Comment tracking matrix, editorial review tools	Head E&PIM
6.	Submission of the concept note to the Principal Secretary (PS) for approval	Approval workflow checklist, briefing note templates	Head MEPIM
7.	Forwarding of the approved concept note to the relevant MDA requesting nomination of officers to the evaluation team	Official request letters, nomination templates	Head MEPIM
8.	Appointment of an evaluation team jointly working with officers nominated by MDAs	Appointment letters, team composition matrix, roles and responsibilities matrix	Head E&PIM
9.	Undertaking the evaluation as per the agreed methodology based on the NEP	Data collection tools, evaluation matrix, fieldwork instruments, analysis software	Head E&PIM
10.	Preparation of a draft evaluation report based on findings and analysis	Evaluation report template, data synthesis tools, results analysis framework	Head E&PIM
11.	Validation of the draft evaluation report through peer review or stakeholder consultation	Validation workshops, peer review tools, feedback forms	Head E&PIM
12.	Preparation of a policy brief summarizing key findings, conclusions, and recommendations	Policy brief template, evidence-to-policy framework	Head E&PIM
13.	Submission of the evaluation report and policy brief to the PS for review and approval	Submission checklist, approval routing tools	Head MEPIM
14.	Submission of the evaluation report and policy brief to the Central Authority / Steering Committee (CS) for final approval	Executive brief, approval workflow checklist	Head MEPIM
15.	Publishing, launching, and dissemination of the evaluation report and policy brief	Publishing tools, dissemination strategy, launch event toolkit	MEPIM Directorate

6. Development, Implementation and review of the NEP

Service Name: Development, Implementation and review of the NEP			
Process Name: Development, Implementation and review of the NEP			
Step	Activity	Tools to Be Used	Actor
1.	Request for Evaluable projects to be prioritized in the NEP	Kenya Evaluation Guidelines, MTP	MEPIM, MDAs
2.	Development of the National Evaluation Plan	MTP, Project concept notes, KV 2030 NEP concept note template, evaluation planning checklist, national planning guidelines	MEPIM Directorate, MDAs
3.	Sharing of the draft NEP with MDAs for review and inputs	Stakeholder consultation tools, review matrices, dissemination emails	MEPIM, MDAs
4.	Stakeholder validation of the draft NEP	Validation workshops, stakeholder consultation tools, feedback forms	MEPIM, Stakeholders
5.	Finalization of the draft NEP by incorporating validation comments	Editorial tools, compliance checklist	Technical Committee, MEPIM
6.	Submission of the NEP to EPS for quality assurance	Submission checklist, QA review tools	MEPIM
7.	Approval of the National Evaluation Plan	Approval workflow tools, executive brief	PS
8.	Printing and publishing of the approved NEP	Publishing tools, printing specifications, procurement checklist	MEPIM
9.	Launch of the printed NEP	Launch event toolkit, communication plan, media brief	MEPIM
10.	Dissemination and implementation of the NEP	Dissemination strategy, implementation plan, monitoring tools	MEPIM

7. Projects Monitoring, Implementation and Reporting

Service Name: Project / Programmes Management in line with PFM (Public Investment Management Regulations 2022);				
Process Name: Projects Monitoring, Implementation and Reporting				
Step	Activity	Tools to Be Used	Means of Verification	Actor
1.	Develop a Monitoring and Reporting Plan outlining KPIs and timelines	Monitoring & Reporting Plan template, KPI framework, implementation schedule	Approved Monitoring & Reporting Plan	MEPIM Directorate
2.	Assign project monitoring teams to track implementation of public investments	Team assignment letters, roles & responsibilities matrix	Monitoring team list, appointment letters	MEPIM
3.	Conduct regular field visits to assess project progress	Field visit checklists, site inspection tools, progress tracking forms	Field visit reports, site inspection records	MEPIM, Monitoring Teams
4.	Gather data and prepare preliminary reports based on field visits and stakeholder feedback	Data collection tools, reporting templates, stakeholder feedback forms	Preliminary monitoring reports	MEPIM
5.	Submit preliminary reports to the MMEC for review	Submission checklist, document routing tools	Submitted reports, acknowledgment receipts	MEPIM
6.	Review of the report by MMEC and provision of remarks or return for revision	Review checklist, comments matrix, meeting minutes	MMEC review comments	MMEC
7.	Review of the report by the PFM Standing Committee representative	Oversight review checklist, recommendation memo template	PFM Standing Committee remarks	PFM Standing Committee
8.	Review and approval (or return with recommendations) by the Accounting Officer	Approval workflow tools, decision memo templates	Approved report or revision memo	Accounting Officer
9.	Submission of the final approved report to the National Treasury (TNT) and relevant stakeholders	Official submission letters, dissemination checklist	Submission records, acknowledgment from TNT	MEPIM
10.	Dissemination and publication of approved reports for public access	Dissemination strategy, government websites, public disclosure tools	Published reports, distribution records	MEPIM, National Treasury

8. Project Ex-Post Evaluations

Service Name: Project/Programmes: Management in line with PFM (Public Investment Management Regulations 2022);				
Process Name: Project Ex-Post Evaluations				
Step	Activity	Tools to Be Used	Means of Verification	Actor
1.	Identification of project(s) for evaluation based on the National Evaluation Plan (NEP)	National Evaluation Plan, project prioritization criteria, selection checklist	Extract from NEP, project selection memo	MEPIM Directorate
2.	Preparation of a concept note outlining objectives, methodology, and scope of the evaluation	Evaluation concept note template, OECD-DAC criteria, evaluation planning checklist	Draft evaluation concept note	MEPIM
3.	Submission of the concept note to the PS for review and concurrence	Submission checklist, document routing tools	PS concurrence memo	MEPIM
4.	Appointment of the evaluation team comprising relevant MDACs and stakeholders	Appointment letters, team composition matrix, Terms of Reference (TORs)	Evaluation team appointment letters	PS
5.	Conduct of ex-post evaluation including field visits and stakeholder consultations	Data collection tools, evaluation matrix, field visit checklists, interview guides	Field visit reports, datasets, consultation records	Evaluation Team
6.	Preparation of a draft evaluation report based on findings	Evaluation report template, data analysis tools, results synthesis framework	Draft evaluation report	Evaluation Team
7.	Peer review and validation of the draft evaluation report	Peer review checklist, validation workshops, feedback forms	Peer review reports, validation minutes	MEPIM, Stakeholders
8.	Incorporation of feedback from peer review and finalization of the evaluation report	Comment resolution matrix, quality assurance checklist	Final evaluation report	Evaluation Team
9.	Submission of the finalized evaluation report to the PS for approval	Approval workflow tools, submission memo	Approved evaluation report	MEPIM, PS
10.	Dissemination and publication of the approved evaluation report	Dissemination strategy, government websites, stakeholder mailing lists	Published report, dissemination records	MEPIM

B. The Re-engineered To-BE key Business Processes of e-NIMES/e-CIMES

Service Name: Monitoring and Evaluation of the implementation of long term and medium-term plans in collaboration with MDAs.				
Process Name: Preparation of National Reporting and Indicator Handbook				
Step	Activity	Re-engineered activity	Tools to Be Used	Actor
1	Preparation of a concept note once the MTP/CIDP has been finalized	Automation of the MTP/CIDP Process and Concept note Indicator Handbook	Reference MTP/CIDP Document, Planning Guidelines	MEPIM, MACRO, Counties
2	Submission of the concept note to EPS for review and concurrence	Development of approval workflow for concept note	Email, Official Memo	MEPIM, EPS
3	Incorporation of comments from EPS	The system should allow capturing of comments	MS Word (Track Changes), Review Notes	MEPIM
4	Submission of the concept note to PS for approval		Official Memo, Email	MEPIM, PS
5	Approval of the concept by the PS	Automation of notifications	Approval Memo	PS
6	Appointment of Technical Team	Automate the appointment letter	Appointment Letters, Internal Memo	PS
7	Preparation of first draft indicator handbook	Automation of preparation of Indicator Handbook framework	MS Word, Indicator Frameworks, Sector Plans	MEPIM
8	Sharing of draft handbook with MDAs/Stakeholders	Automation the workflow for review and incorporation of comments buy stakeholders to the draft Handbook	Email, Stakeholder Distribution List	MEPIM, MDAs, Counties Stakeholders
9	Reviewing and incorporation of comments		MS Word (Track Changes), Consolidated Comments Matrix	MEPIM
10	Stakeholder validation of revised draft handbook	Validation of draft handbook	Workshop/Meeting, Presentation Slides	MEPIM, Stakeholders
11	Finalization of draft incorporating validation comments		MS Word, Consolidated Feedback Report	MEPIM
12	Submission to EPS for quality assurance	Automation of the approval workflow of the Handbook	Official Memo, Email	MEPIM, EPS
13	Approval of the Handbook		Approval Memo	PS
14	Printing and publishing of the approved handbook	Printing and publishing of the approved handbook	Printing Services, Publishing Software	MEPIM
15	Launch of the printed handbook	Launch of the printed handbook	Launch Event, Press Release	MEPIM, Stakeholders
16	Dissemination of the published handbook	Dissemination of the published handbook	Email, Website Upload, Distribution List	MEPIM

Service Name: Monitoring and Evaluation of the implementation of long term and medium-term plans in collaboration with MDAs.

Process Name: Tracking of progress on implementation of long-term and medium-term plans and Preparation of Annual Progress reports

Step	Activity	Re-engineered activity	Tools to Be Used	Actor
1	Preparation of a concept note	Automation of Concept note for the APR	Circular on preparation of APR, Reporting Guidelines	MEPIM
2	Submission of the concept note to PS for approval one month before closure of the financial year		Official Memo, Email	MEPIM, PS, MDAs
3	Nomination of representatives from every directorate to the APR preparation technical team	Automation of the timelines for the preparation and submission of APR/Quarterly Reports	Internal Memo, Appointment Letters	PS, Directorates
4	Request sent to MDAs to prepare and submit Ministerial APRs	Automation Approval workflow for APR	Official Circular, Email	MEPIM
5	Submission of Ministerial Annual M&E Reports (MAMERs) to the technical team		Email, Reporting Templates	MDAs
6	Preparation of the first draft by the technical team	Automation of preparation and validation APR	MS Word, Consolidated MAMERs, Data Analysis Tools	Stakeholders
7	Review/validation of contents of the first draft with MDAs		Validation Meeting, Presentation Slides	MEPIM
8	Incorporation of comments from validation into the first draft APR		MS Word (Track Changes), Comments Matrix	
9	Stakeholders' validation of the revised draft APR		Workshop, Presentation Slides	
10	Incorporation of comments from stakeholders into the document		MS Word (Track Changes), Consolidated Feedback Report	
11	Submission of the reviewed APR to EPS for comments	Automation of approval workflow for APR	Official Memo, Email	MEPIM, EPS
12	Incorporation of comments from EPS into the document		MS Word (Track Changes), Review Notes	PS, CS
13	Submission of the reviewed APR to PS for approval		Official Memo, Email	MEPIM, PS
14	Submission of the reviewed APR to CS for approval		Official Memo, Email	PS, CS
15	Printing and Publishing of Approved APR	Printing and Publishing of Approved APR	Printing Services, Publishing Software	MEPIM
16	Launch of the published APR	Launch of the published APR	Launch Event, Press Release	MEPIM
17	Dissemination of the APR	Dissemination of the APR	Email, Website Upload, Distribution List	MEPIM

Service Name: Monitoring and Evaluation of the implementation of long term and medium-term plans in collaboration with MDAs.

Process Name: Preparation of Public Expenditure Tracking Survey (PETS) reports in collaboration with MDAs.

Step	Activity	Re-engineered activity	Tools to Be Used	Actor
1	Develop a 5-Year PET Workplan or Requests for MDACs	Automation of the PET workplan	MTP and CS Circular	MEPIM, MDACs
2	Identification of a PET technical team	Develop a workflow for approval	Internal Consultations, Nomination Templates	MEPIM, PS responsible for the PET
3	Appointment of the PET technical team		Appointment Letters, Official Memo	PS
4	Designing of the Survey Instruments/Questionnaires	Automate the survey instruments, questionnaire and tools	Survey Design Software, MS Word/Excel, Data Collection Templates	PET Technical Team
5	Piloting of the survey instruments	Automation of the checklists	Pilot Survey Tools, Field Testing Checklists	PET Technical Team
6	Execution of the survey	Use of Mobile devices to conduct the survey	Approved Questionnaires, Data Collection Tools (Tablets/Forms), Field Guides	PET Technical Team
7	Production of a draft report	Generate a report	Data Analysis Software (Excel/SPSS), MS Word	PET Technical Team
8	Sharing of the draft with MDAs for comments	Validation of the report	Email, Official Communication	MEPIM, MDAs
9	Incorporation of comments from MDAs into the draft report		MS Word (Track Changes), Comments Matrix	PET Technical Team
10	Forwarding of the report to the PS	Approval work flow	Official Memo, Email	PS and CS responsible
13	Forwarding of the report to the CS for approval		Official Memo, Email	
14	Printing of the final report	Printing of the final report	Printing Services, Publishing Software	MEPIM
15	Launching of the report	Launching of the report	Launch Event, Press Release	MEPIM
16	Dissemination of the report	Dissemination of the report	Email, Website Upload, Distribution List	MEPIM

Service Name: Monitoring and Evaluation of the implementation of long term and medium-term plans in collaboration with MDAs.

Process Name: Mid-Term/ End-Term Review of medium-term and long-term plans

NB: Workflow for Mid-Term and End Term Review for medium-term and long-term plans are similar

Step	Activity	Re-engineered Activity	Tools to Be Used	Actor
1.	At Mid-point of MTP/Strategic Plan implementation initiate the Preparation of a concept note	Generate the MTR/ETR report from annual and quarterly progress report	MTR/ETR concept note template, evaluation planning checklist, MTP guidelines	MEPIM Directorate
2.	Submission of the concept note to the EPS for review, concurrence, and incorporation of comments	Automation of Concept note workflow approval and issuance of circulars to MDAs to prepare MTR/ETR reports	Submission checklist, comment tracking matrix	MEPIM, EPS
3.	Submission of the revised concept note to the PS for approval		Approval workflow tools, briefing notes	MEPIM, PS
4.	Nomination of representatives from directorates		Nomination templates, official circulars, reporting guidelines	PS, MEPIM
5.	Preparation and submission of Ministerial MTR/ETR reports		MTR/ETR reporting templates, performance analysis tools, results framework	MDAs
6.	Preparation of the first draft MTR/ETR by the technical team		Data synthesis tools, evaluation matrix, results and outcome analysis framework	MEPIM
7.	Validation of the first draft MTR/ETR with MDAs	Review and validate the report	Validation workshops, review checklists, feedback forms	MEPIM, MDAs
8.	Incorporation of comments from MDAs and stakeholders and finalization of the draft		Comment resolution matrix, quality assurance checklist	MEPIM
9.	Stakeholder validation of the revised draft MTR/ETR		Stakeholder consultation tools, validation forums, presentation decks	MEPIM, Stakeholders
10.	Submission of the finalized MTR/ETR to the PS for review and concurrence	Approval workflow	Submission checklist, editorial and compliance tools	MEPIM, EPS
11.	Incorporation of PS comments and submission of the document to the CS		Editorial tools, approval routing checklist	MEPIM
12.	Publishing and launching of the approved MTR/ETR		Publishing tools, launch event toolkit, media brief	MEPIM
13.	Dissemination of the MTR/ETR		Dissemination strategy, digital platforms, distribution lists	MEPIM

Service Name: Monitoring and Evaluation of the implementation of long term and medium-term plans in collaboration with MDAs.

Process Name: Evaluation of implementation of public policies and programmes

NB: *Project End Term and Ex-Post Evaluations have similar workflows as public policies and programme evaluation.*

Step	Activity	Re-engineered activity	Tools to Be Used	Actor
1.	Development of the National Evaluation Plan	Automation the development of the NEP	MTP, Indicator Handbook, CPER, PER, Kenya Evaluation Guidelines	MEPIM, MDACs
2.	Identification of a project to be evaluated from the National Evaluation Plan		National Evaluation Plan (NEP), Kenya Evaluation Guidelines, project prioritization criteria, selection checklist	Head E&PIM
3.	Preparation of a concept note outlining objectives, scope, methodology, and expected outcomes for the selected activity		Evaluation concept note template, OECD-DAC criteria, evaluation planning checklist, Kenya Evaluation Guidelines	PS responsible for the selected activity, MEPIM
4.	Submission of the concept note to the Economic Principal Secretary (EPS) for review and concurrence	Approval for the workflow for the concept note	Submission checklist, document routing tools	Head MEPIM
5.	Incorporation of comments from EPS		Comment tracking matrix, editorial review tools	Head E&PIM
6.	Submission of the concept note to the Principal Secretary (PS) for approval		Approval workflow checklist, briefing note templates	Head MEPIM
7.	Forwarding of the approved concept note to the relevant MDA requesting nomination of officers to the evaluation team	Appointment workflow automate letter for appointment	Official request letters, nomination templates	Head MEPIM
8.	Appointment of an evaluation team jointly working with officers nominated by MDAs		Appointment letters, team composition matrix, roles and responsibilities matrix	Head E&PIM
9.	Undertaking the evaluation as per the agreed methodology based on the NEP	Develop a generic simple template and automation of the tools	Data collection tools, evaluation matrix, fieldwork instruments, analysis software	Head E&PIM
10.	Preparation of a draft evaluation report based on findings and analysis	Automate the evaluation report Template	Evaluation report template, data synthesis tools, results analysis framework	Head E&PIM
11.	Validation of the draft evaluation report through peer review or stakeholder consultation		Validation workshops, peer review tools, feedback forms	Head E&PIM
12.	Preparation of a policy brief summarizing key findings, conclusions, and recommendations	Automate the policy brief template	Policy brief template, evidence-to-policy framework	Head E&PIM

Service Name: Monitoring and Evaluation of the implementation of long term and medium-term plans in collaboration with MDAs.
Process Name: Evaluation of implementation of public policies and programmes
NB: *Project End Term and Ex-Post Evaluations have similar workflows as public policies and programme evaluation.*

Step	Activity	Re-engineered activity	Tools to Be Used	Actor
13.	Submission of the evaluation report and policy brief to the PS for review and approval	Approval workflow	Submission checklist, approval routing tools	Head MEPIM
14.	Submission of the evaluation report and policy brief to the Central Authority / Steering Committee (CS) for final approval		Executive brief, approval workflow checklist	Head MEPIM
15.	Publishing, launching, and dissemination of the evaluation report and policy brief	Publishing, launching, and dissemination of the evaluation report and policy brief	Publishing tools, dissemination strategy, launch event toolkit	MEPIM Directorate

Service Name: Development, Implementation and review of the NEP
Process Name: Development, Implementation and review of the NEP

Step	Activity	Re-engineered activity	Tools to Be Used	Actor
1.	Request for Evaluable projects to be prioritized in the NEP	Automation of the circular and the NEP Template	Kenya Evaluation Guidelines, MTP	MEPIM, MDAs
2.	Development of the National Evaluation Plan		MTP, Project concept notes, KV 2030, NEP concept note template, evaluation planning checklist, national planning guidelines	MEPIM Directorate, MDAs
3.	Sharing of the draft NEP with MDAs for review and inputs	Validation of NEP	Stakeholder consultation tools, review matrices, dissemination emails	MEPIM, MDAs
4.	Stakeholder validation of the draft NEP		Validation workshops, stakeholder consultation tools, feedback forms	MEPIM, Stakeholders
5.	Finalization of the draft NEP by incorporating validation comments		Editorial tools, compliance checklist	Technical Committee, MEPIM
6.	Submission of the NEP to EPS for quality assurance	Approval workflows	Submission checklist, QA review tools	MEPIM

7.	Approval of the National Evaluation Plan		Approval workflow tools, executive brief	PS
8.	Printing and publishing of the approved NEP	Printing and publishing of the approved NEP	Publishing tools, printing specifications, procurement checklist	MEPIM
9.	Launch of the printed NEP	Launch of the printed NEP	Launch event toolkit, communication plan, media brief	MEPIM
10.	Dissemination and implementation of the NEP	Dissemination and implementation of the NEP	Dissemination strategy, implementation plan, monitoring tools	MEPIM

Service Name: Project /Programmes Management in line with PFM (Public Investment Management Regulations 2022);

Process Name: Projects Monitoring, Implementation and Reporting

NB: Integration with PIMIS

Step	Activity	Tools to Be Used	Means of Verification	Actor
1.	Develop a Monitoring and Reporting Plan outlining KPIs and timelines	Monitoring & Reporting Plan template, KPI framework, implementation schedule	Approved Monitoring & Reporting Plan	MEPIM Directorate
2.	Assign project monitoring teams to track implementation of public investments	Team assignment letters, roles & responsibilities matrix	Monitoring team list, appointment letters	MEPIM
3.	Conduct regular field visits to assess project progress	Field visit checklists, site inspection tools, progress tracking forms	Field visit reports, site inspection records	MEPIM, Monitoring Teams
4.	Gather data and prepare preliminary reports based on field visits and stakeholder feedback	Data collection tools, reporting templates, stakeholder feedback forms	Preliminary monitoring reports	MEPIM
5.	Submit preliminary reports to the MMEC for review	Submission checklist, document routing tools	Submitted reports, acknowledgment receipts	MEPIM
6.	Review of the report by MMEC and provision of remarks or return for revision	Review checklist, comments matrix, meeting minutes	MMEC review comments	MMEC
7.	Review of the report by the PFM Standing Committee representative	Oversight review checklist, recommendation memo template	PFM Standing Committee remarks	PFM Standing Committee

8.	Review and approval (or return with recommendations) by the Accounting Officer	Approval workflow tools, decision memo templates	Approved report or revision memo	Accounting Officer
9.	Submission of the final approved report to the National Treasury (TNT) and relevant stakeholders	Official submission letters, dissemination checklist	Submission records, acknowledgment from TNT	MEPIM
10.	Dissemination and publication of approved reports for public access	Dissemination strategy, government websites, public disclosure tools	Published reports, distribution records	MEPIM, National Treasury

Service Name: Project /Programmes Management in line with PFM (Public Investment Management Regulations 2022);

Process Name: Project Ex-Post Evaluations

NB: Similar to the Evaluation

Step	Activity	Tools to Be Used	Means of Verification	Actor
1.	Identification of project(s) for evaluation based on the National Evaluation Plan (NEP)	National Evaluation Plan, project prioritization criteria, selection checklist	Extract from NEP, project selection memo	MEPIM Directorate
2.	Preparation of a concept note outlining objectives, methodology, and scope of the evaluation	Evaluation concept note template, OECD-DAC criteria, evaluation planning checklist	Draft evaluation concept note	MEPIM
3.	Submission of the concept note to the PS for review and concurrence	Submission checklist, document routing tools	PS concurrence memo	MEPIM
4.	Appointment of the evaluation team comprising relevant MDACs and stakeholders	Appointment letters, team composition matrix, Terms of Reference (TORs)	Evaluation team appointment letters	PS
5.	Conduct of ex-post evaluation including field visits and stakeholder consultations	Data collection tools, evaluation matrix, field visit checklists, interview guides	Field visit reports, datasets, consultation records	Evaluation Team
6.	Preparation of a draft evaluation report based on findings	Evaluation report template, data analysis tools, results synthesis framework	Draft evaluation report	Evaluation Team
7.	Peer review and validation of the draft evaluation report	Peer review checklist, validation workshops, feedback forms	Peer review reports, validation minutes	MEPIM, Stakeholders
8.	Incorporation of feedback from peer review and finalization of the evaluation report	Comment resolution matrix, quality assurance checklist	Final evaluation report	Evaluation Team

Service Name: Project /Programmes Management in line with PFM (Public Investment Management Regulations 2022);
Process Name: Project Ex-Post Evaluations
 NB: Similar to the Evaluation

Step	Activity	Tools to Be Used	Means of Verification	Actor
9.	Submission of the finalized evaluation report to the PS for approval	Approval workflow tools, submission memo	Approved evaluation report	MEPIM, PS
10.	Dissemination and publication of the approved evaluation report	Dissemination strategy, government websites, stakeholder mailing lists	Published report, dissemination records	MEPIM

CHAPTER THREE

HIGH-LEVEL TECHNICAL ARCHITECTURE

3.0 Introduction

This chapter presents the high-level technical architecture underpinning the e-National/County Integrated Monitoring and Evaluation System (e-NIMES/e-CIMES). This system constitutes a unified, government-wide digital platform designed to transform Kenya's planning, monitoring, evaluation and public investment management functions across both national and county levels of government.

The proposed architecture described in this chapter is in direct response to the operational, institutional and connectivity realities of Kenya's devolved governance structure. It must serve a wide spectrum of users including: the President; Cabinet Secretaries; and Principal Secretaries to Chief Executive Officers in national agencies, as well as Governors; County Executive Committee Members; County Chief Officers; sub-county officers and field-based monitoring teams while maintaining the integrity, confidentiality and availability of government data at all times.

The proposed architecture follows a Microservices and Event-Driven Architecture (EDA) paradigm. This modern approach departs from the constraints of monolithic legacy systems by organising system functionality into discrete, independently deployable services that communicate through well-defined interfaces and real-time event streams. The result is a platform that is resilient, scalable and readily adaptable to evolving government mandates and ICT policy requirements.

The architecture will be structured into seven functional layers, each addressing a distinct dimension of the system:

- i. User access and presentation
- ii. Application business logic
- iii. System integration and interoperability
- iv. Data management and analytics
- v. Security
- vi. Infrastructure
- vii. Governance

Each of these layers is described in detail in the sections that follow.

3.1 System Architecture Overview

The e-NIMES / e-CIMES platform should be built on a Microservices-Event-Driven Architecture - a modern enterprise pattern that organises software as a collection of small, autonomous services, each responsible for a specific business capability and communicating through lightweight APIs and event streams. This stands in contrast to traditional monolithic architectures, where all functions are tightly coupled within a single application, making changes, scaling and maintenance considerably more complex and risk-prone.

Within the e-NIMES / e-CIMES context, the microservices paradigm enables each functional module - whether the Auto-Report Generator, the Regional and International Frameworks Progress Tracker, the Resource Gap Analyser or the project management module to be developed, tested, deployed and scaled independently. This means that demand spikes during high-load periods, such as end-of-financial-year M&E submissions, will not degrade the performance of planning or data entry modules running in parallel.

The event-driven component of the architecture is equally critical. Rather than relying on synchronous API calls or polling for inter-module communication, e-NIMES / e-CIMES will use an event streaming backbone powered by Apache Kafka or an equivalent platform to propagate data changes, workflow triggers and alerts across the system in real time. This capability is especially important for M&E alerts, budget performance notifications and cross-agency data synchronisation.

The seven architectural layers are summarised in the table below and described in full in Sections 3.2 through 3.8.

Layer	Layer Name	Primary Function
i	Presentation & Access Layer	User-facing portals, dashboards and mobile applications for all government users.
ii	Application Layer	Core business logic organised around the four functional Directorates of the planning architecture.
iii	Integration and Interoperability Layer	API gateway, event streaming, SSO and shared data contracts for seamless inter-system communication.
iv	Data Layer	Centralised data stores, analytics engines, archival repositories and automated reporting tools.
v	Security Layer	Cross-cutting security controls including zero-trust architecture, encryption, SIEM and impact assessments.

Layer	Layer Name	Primary Function
vi	Infrastructure Layer	Government cloud, SD-WAN, satellite connectivity, VPNs and load balancing.
vii	Governance Layer	Overarching regulatory, policy, standards and knowledge management frameworks.

Table 1: Summary of the Seven-Layer Architecture of e-NIMES / e-CIMES

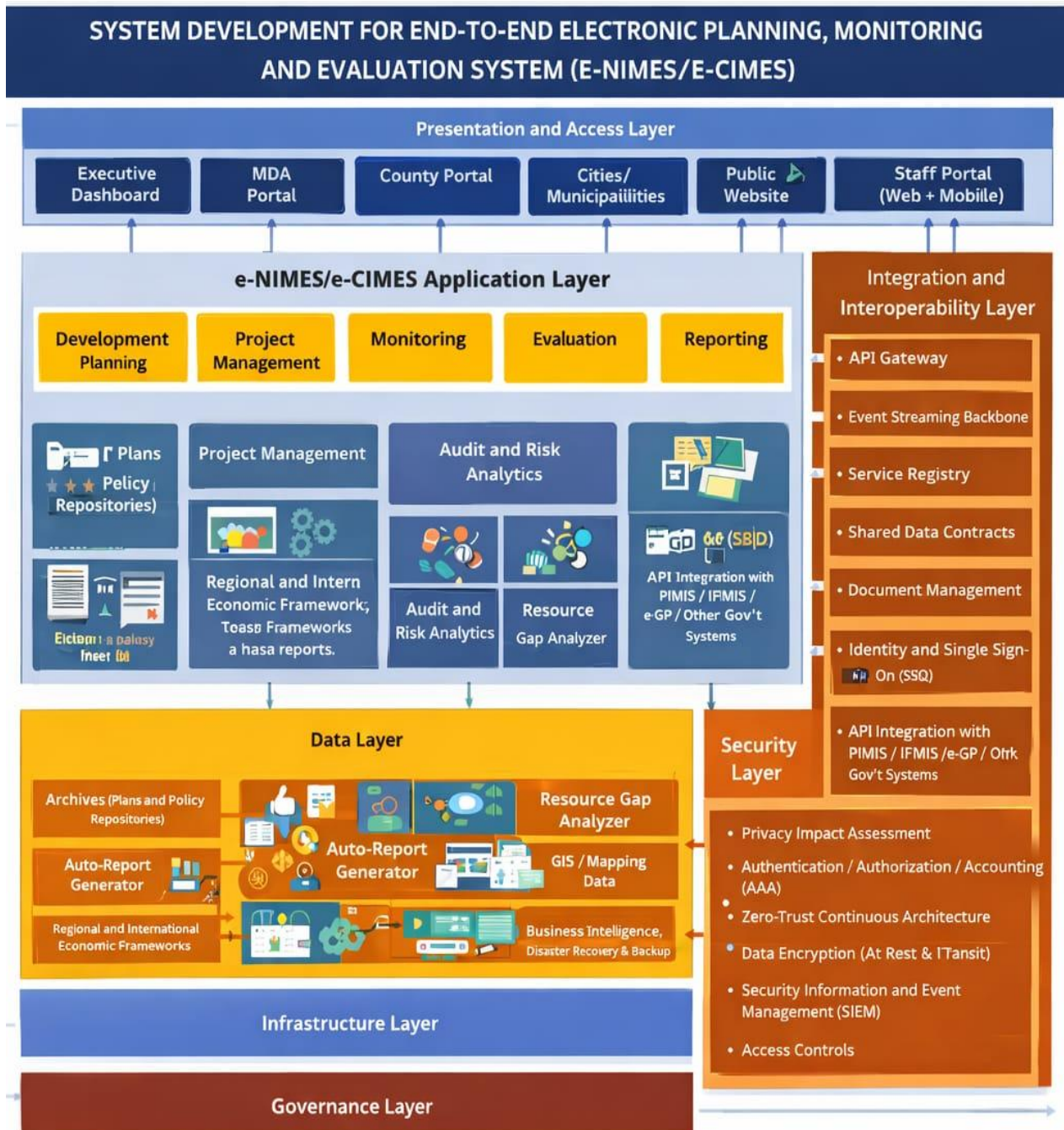


Figure 1: Simplified e-NIMES/e-CIMES Enterprise Architecture

e-NIMES/e-CIMES Enterprise Architecture

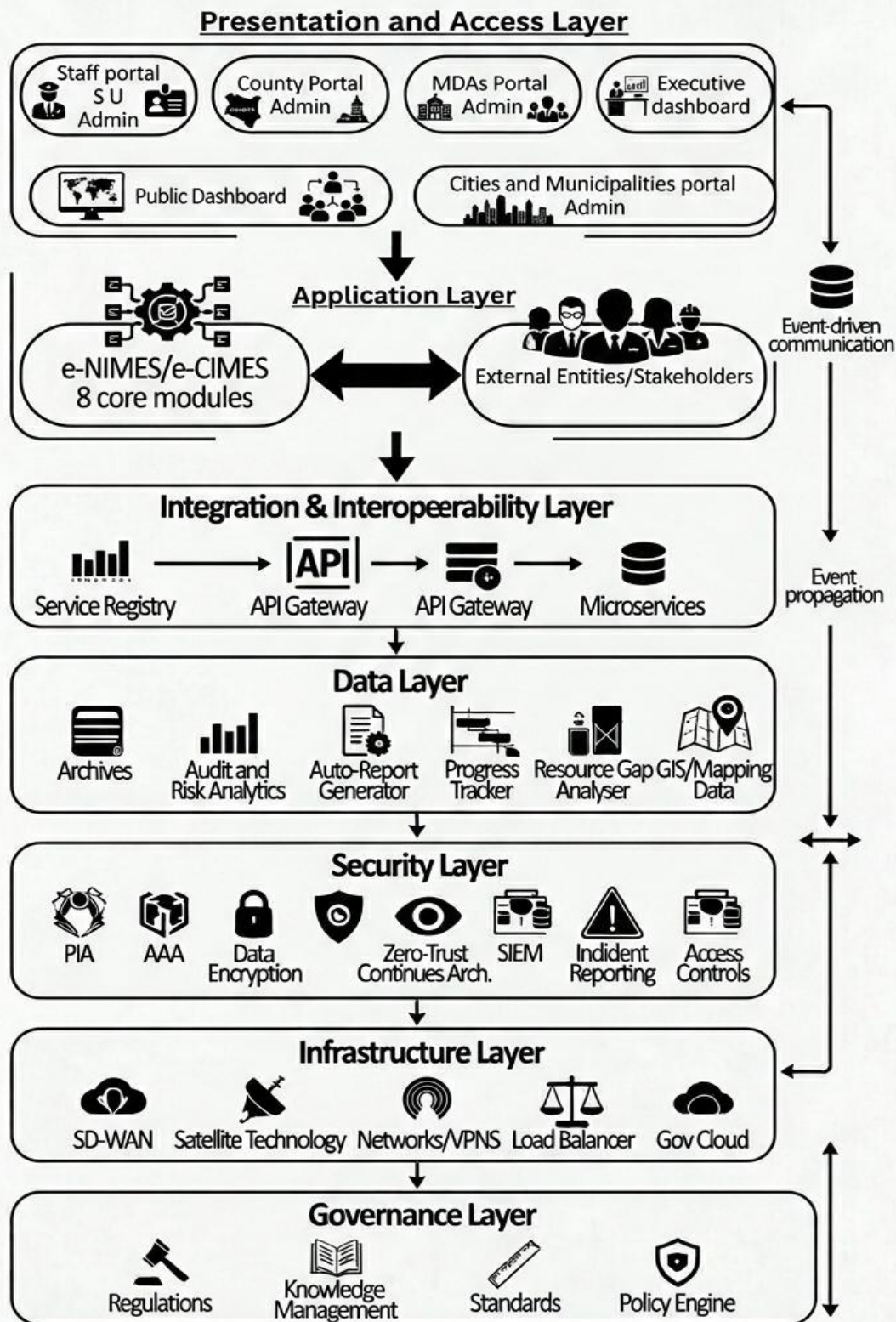


Figure II: Detailed e-NIMES/e-CIMES Enterprise Architecture

3.2 Presentation and Access Layer (User Access Layer)

The Presentation and Access Layer shall be the front-facing tier of the e-NIMES / e-CIMES platform the primary point of engagement through which all users, from national government officers to county field staff and members of the public, interact with the system. It should be designed to accommodate a wide and diverse user base, reflecting the multi-tiered nature of Kenya's devolved governance architecture.

Consistent with the government's commitment to digital inclusion and the realities of connectivity across Kenya's 47 counties, the layer should support multiple interface types optimised for different devices, bandwidths and user roles. All interfaces should be built on responsive design principles and adhere to the Kenya National ICT Policy and Government of Kenya digital accessibility standards.

The key interfaces constituting this layer are as follows:

- i). **Executive Dashboard:** A high-level, real-time analytics dashboard designed for senior decision-makers at the national, county and cities/municipalities level, including the President, County Governors, the Cabinet Secretary and Principal Secretary, County Executive Committee Members, County Chief officer responsible for Economic Planning and M&E, and City/Municipalities managers. It should consolidate key performance indicators (KPIs), programme performance trends, resource utilisation rates and risk flags drawn from across the e-NIMES / e-CIMES data ecosystem.
- i). **MDA Portal:** A dedicated portal designed for Ministries, Departments and Agencies (MDAs), providing for data collection, tailored views, review, and approval workflows appropriate to users. The portal surfaces consolidated M&E data, sector performance indicators and project performance relevant to each MDA's mandate. It provides role-based access to dashboards, data entry forms, report generators and workflow management tools, accessible via standard web browsers and desktop applications.
- ii). **County Portal:** A dedicated portal designed for Counties, providing for data collection, tailored views, review, and approval workflows appropriate to users. The portal surfaces consolidated M&E data, sector performance indicators and project performance relevant to each County. It should provide role-based access to dashboards, data entry forms, report generators and workflow management tools, accessible via standard web browsers and desktop applications.
- iii). **Cities/Municipalities/urban Areas Portal:** A dedicated portal designed for Cities/Municipalities, providing for data collection, tailored views, review, and approval workflows appropriate to users. The portal surfaces consolidated M&E data, sector performance indicators and project performance relevant to each. It should provide role-based access to dashboards, data entry forms, report generators and workflow management tools, accessible via standard web browsers and desktop applications.
- iv). **Public Website:** A transparency-oriented interface providing citizens and development partners with access to published development progress reports, national, county and

Cities/Municipalities performance data, and project performance. This interface should be able to reinforce government accountability and support evidence-based public engagement.

- v). **Staff Portal (Web + Desktop):** The primary interface for national, county and Cities/Municipalities officers engaged in planning, M&E and reporting functions for broadcasting and sharing of information.

All interfaces in this layer should be integrated with the Identity and Single Sign-On (SSO) capabilities of the Integration Layer (Section 3.4), ensuring that users access all modules and portals through a single, secure set of credentials governed by Role-Based Access Control (RBAC).

3.3 Application Layer (Processes / Business Logic)

The Application Layer constitutes the operational core of e-NIMES / e-CIMES, housing all business logic, workflow engines and process automation that drive the system's functional capabilities. It is the layer where data submitted through the Presentation Layer is processed, validated, analysed and acted upon in accordance with government planning and M&E frameworks.

The Application Layer shall be built around e-NIMES/e-CIMES a suite of interconnected modules designed to consolidate and digitise Kenya's national and county development planning functions within a unified, interoperable platform. The centrepiece of this layer shall be the e-NIMES/e-CIMES, which encompasses the modules

Module	MDA	County	Cities/Municipalities
Development Planning	National Development Plan/ MTPS	County Integrated Development Plan (CIDP)	Integrated Development Plan (IDeP)
Project Management	Project hierarchies linked to outputs/outcomes of approved plans; budget & risk tracking	Project hierarchies linked to outputs/outcomes of approved plans; budget & risk tracking	Project hierarchies linked to outputs/outcomes of approved plans; budget & risk tracking
Monitoring	National Reporting Indicator	County Indicator	Urban Service Delivery Indicators
Evaluation	National Evaluation Plan	County Evaluation Plan	Cities'/Municipalities Evaluation Plan
Reporting	Ad Hod/On Demand, Monthly, Quarterly, Semi-annual and Annual Report	Ad Hod/On Demand, Monthly, Quarterly, Semi-annual and Annual Report	Ad Hod/On Demand, Monthly, Quarterly, Semi-annual and Annual Report
Business Intelligence, GIS and Visualization	Real-Time Data Processing, Descriptive Analytics, Trend Analysis, Comparative and Disaggregation Analysis, Forecasting and	Real-Time Data Processing, Descriptive Analytics, Trend Analysis, Comparative and Disaggregation Analysis, Forecasting and	Real-Time Data Processing, Descriptive Analytics, Trend Analysis, Comparative and Disaggregation Analysis, Forecasting and Predictive

Module	MDA	County	Cities/Municipalities
	Predictive Insights, Geospatial Mapping, Spatial Analysis	Predictive Insights, Geospatial Mapping, Spatial Analysis	Insights, Geospatial Mapping, Spatial Analysis
Repository and Archiving	Published Reports, Policy Documents, Regulations, Circulars, Guidelines,	Published Reports, Policy Documents, Regulations, Circulars, Guidelines,	Published Reports, Policy Documents, Regulations, Circulars, Guidelines,
Satellite Analytics Engine	<ul style="list-style-type: none"> • AI/ML models for geospatial change detection and feature extraction • Automated computation of project progress metrics (e.g., % completion) • Detection of construction patterns such as clearing, grading, paving, and expansion • Cross-validation of field-reported data with satellite-derived insights 		

Table 2: e-NIMES/e-CIMES- Application Layer Modules

These modules work in concert to provide end-to-end support for development planning, project management, monitoring and evaluation, and economic analysis across all tiers of government. The Application Layer communicates with both the Presentation Layer above and the Integration Layer below it via REST and GraphQL APIs, as well as through Kafka-based event streams, ensuring that data changes and workflow events are propagated in real time without creating tight coupling between individual microservices.

Complementing the SDEP Integrated Systems, the Application Layer also interfaces in real time with external systems - including the PIMIS, IFMIS, eGP, the Assets Management System, LATIS, Open data portal, and other sector specific MIS —through the Integration and Interoperability Layer, as described in Section 3.4

3.4 Integration and Interoperability Layer

The Integration and Interoperability Layer shall serve as the connective fabric of the e-NIMES / e-CIMES architecture, enabling seamless, secure and standardised data exchange between the system's internal microservices and with external government systems such as the PIMIS, IFMIS, eGP, the Assets Management System, LATIS, Open data portal, and other sector specific MIS.

In the context of Kenya's complex and multi-institutional government ICT landscape — which encompasses a mix of legacy systems, modern cloud-based platforms and county-specific databases — this layer plays a critical role in ensuring that e-NIMES / e-CIMES does not operate as an isolated silo but instead functions as an integrated hub within the broader national digital government ecosystem.

The key components of this layer are:

- i). **API Gateway:** This will be central entry and exit point for all programmatic interactions with e-NIMES / e-CIMES. The API Gateway manages authentication, rate limiting, request routing and logging for all inbound and outbound API calls between internal microservices and external systems. It enforces consistent security policies across all integration points.
- ii). **Apache Kafka / Event Streaming Backbone:** The event-driven core of the Integration Layer. Kafka topics and event streams carry real-time data events — such as new M&E data

- submissions, project status changes, budget utilisation updates and system alerts — across the entire platform. This enables loosely coupled, asynchronous communication between microservices without the performance bottlenecks associated with synchronous API polling.
- iii). **Service Registry:** A dynamic catalogue of all active microservices within the e-NIMES / e-CIMES ecosystem, enabling automatic service discovery, health monitoring and load-aware routing. The Service Registry ensures that as new services are deployed or scaled, the system adapts without requiring manual reconfiguration.
 - iv). **Enterprise Service Bus (ESB):** Facilitates structured, message-based integration between e-NIMES / e-CIMES and legacy government systems that do not natively support modern API standards. The ESB handles message transformation, protocol bridging and routing to ensure backward compatibility with existing government platforms.
 - v). **Document Management:** A centralised repository for the management of policy documents, M&E reports, plans, project files and official correspondence within the system. It provides version control, access control and audit trails for all official documents flowing through the platform.
 - vi). **Shared Data Contracts:** Standardised data schemas, formats and exchange protocols that govern how data is structured and shared between all integrated systems. Shared Data Contracts eliminate data inconsistencies and ensure that information produced by one system is interpretable and usable by all others.
 - vii). **Identity and Single Sign-On (SSO):** A unified identity management and authentication service enabling all users to access the full suite of e-NIMES / e-CIMES portals and modules using a single, verified set of credentials. SSO is integrated with Kenya's National Identity ecosystem and government directory services, reducing login friction while strengthening access governance.
 - viii). **Notification Engine:** A real-time alerting and notification service built on the event-driven architecture backbone. It powers automated M&E alerts, workflow deadline reminders, approval notifications and system-generated communications to users across all interfaces, triggered by events propagated through the Kafka event streams.
 - ix). The system shall integrate with external satellite imagery providers via secure APIs. The integration shall support ingestion of multi-resolution imagery (medium and high resolution).
 - x). The system shall support scheduled and on-demand data retrieval.
 - xi). The system shall include pre-processing capabilities for image normalization, cloud filtering, and geo-referencing.

3.5 Data Layer

The Data Layer shall be the analytical and archival backbone of e-NIMES / e-CIMES, providing the storage infrastructure, data management capabilities and intelligence tools through which the system captures, organises, processes and preserves the vast volumes of planning, M&E and public investment data generated across Kenya's national, county and cities/municipalities.

In line with international best practices in government data management, the Data Layer is designed around the principles of data sovereignty, data quality, long-term accessibility and evidence-based

decision-making. It ensures that government data is not merely collected and stored, but actively transformed into actionable intelligence for planners, evaluators, policymakers and senior decision-makers.

The key components of the Data Layer are:

- i. **Archives (Plans and Policy Repositories):** Long-term, structured archives for all historical development plans, evaluated policies, completed project records, M&E reports and institutional assessments. These archives serve as the institutional memory of Kenya's development trajectory, supporting longitudinal analysis, lessons-learned documentation and policy continuity across government transitions.
- ii. **Audit and Risk Analytics:** Advanced analytical tools and data pipelines that continuously analyse programme and project data to identify emerging risks, fiduciary irregularities, implementation bottlenecks and performance deviations. These tools support the internal audit function and provide early-warning risk flags to programme managers and oversight bodies.
- iii. **Auto-Report Generator:** An automated reporting engine that compiles standardised M&E reports - including Annual Progress Reports, Sector Working Group reports and county M&E summaries - directly from live system data. This eliminates the manual compilation burden that has historically delayed statutory reporting cycles.
- iv. **Regional and international Economic Frameworks:** A dedicated monitoring module that maps Kenya's national and county programmes, projects and indicators against the regional and international Economic Frameworks Goals, their targets and global indicators. It generates reports such as Agenda 2063, SDG and Agenda 2050 progress reports.
- v. **Resource Gap Analyser:** A diagnostic tool that compares planned resource allocations against actual disbursements and utilisation rates across programmes and projects, identifying funding shortfalls, absorption capacity constraints and misalignments between budget and implementation plans.
- vi. **GIS / Mapping Data:** A geospatial data component that enables the visualisation and spatial analysis of development programmes, project locations and performance indicators across Kenya's 47 counties. GIS integration supports geographic targeting of interventions, equity analysis and location-based reporting.
- vii. **Business Intelligence, Disaster Recovery and Backup:** A suite of Business Intelligence (BI) tools providing interactive data visualisations, trend analyses and custom analytical dashboards for different user groups. The BI infrastructure is supported by robust Disaster Recovery (DR) protocols and automated backup systems, ensuring data resilience and continuity of service in the event of system failures or cyber incidents.
- viii. **Geospatial and Satellite Data Storage:**
 - Storage of raster satellite imagery and processed geospatial datasets
 - Support for time-series geospatial data indexing
 - Integration with GIS databases for spatial querying and analytics

3.6 Security Layer

The Security Layer occupies a unique and critical position within the e-NIMES / e-CIMES architecture. Unlike the other six layers, which each address a specific functional domain, the Security Layer is

designated as cross-cutting - meaning its controls, protocols and enforcement mechanisms operate simultaneously across all other layers, from the user-facing Presentation Layer to the foundational Infrastructure Layer.

This cross-cutting nature reflects a fundamental design principle: security in a government enterprise system is not a feature to be added after the fact, but a foundational requirement that must permeate every component, every data flow and every user interaction. Given that e-NIMES / e-CIMES will handle sensitive government planning data, public investment records and institutional M&E intelligence, the security architecture has been designed to meet the highest standards of government information security, in compliance with the Kenya Information and Communications Act, the Data Protection Act (2019) and relevant international standards including ISO/IEC 27001.

The key security components are:

- i. **Privacy Impact Assessment (PIA):** Before any new system module, data collection process or integration is deployed, a structured Privacy Impact Assessment is conducted in accordance with the Kenya Data Protection Act (2019). PIAs evaluate the personal data implications of proposed system changes, identify privacy risks and prescribe mitigation measures, ensuring that citizen data rights are protected throughout the system lifecycle.
- ii. **Authentication, Authorisation and Accounting (AAA):** The system implements a comprehensive AAA framework combining Role-Based Access Control (RBAC) — assigning permissions based on a user's organisational role — with Attribute-Based Access Control (ABAC), which refines access decisions based on contextual attributes such as location, device type, time of access and data classification level. All access control decisions are further hardened by mandatory Multi-Factor Authentication (MFA), requiring users to verify their identity through at least two independent authentication factors. Full accounting and audit logging of all access events is maintained for accountability and forensic purposes.
- iii. **Data Encryption (At Rest and In Transit):** All data stored within e-NIMES / e-CIMES — across databases, archives, backups and document repositories — is encrypted at rest using AES-256 or equivalent standards. All data transmitted between system components, user interfaces and external integrations is encrypted in transit using TLS 1.3 or higher, ensuring that sensitive government information cannot be intercepted or tampered with during transmission.
- iv. **Zero-Trust Continuous Architecture:** The system is built on a Zero-Trust security model operating on the principle that no user, device, service or network segment is inherently trusted — regardless of whether it is inside or outside the government network perimeter. Every access request is subject to continuous verification, least-privilege enforcement and micro-segmentation, dramatically reducing the lateral movement risk associated with compromised credentials or insider threats.
- v. **Security Information and Event Management (SIEM):** A SIEM platform continuously ingests and analyses log data from across all system layers, applying threat intelligence correlation rules and behavioural analytics to detect anomalies, intrusion attempts and policy violations in real time. All detected incidents are automatically escalated through a structured

Incident Response workflow aligned with the Government of Kenya's National Cybersecurity Strategy.

- vi. **Incident Reporting:** A structured incident reporting and response workflow enables rapid escalation and resolution of detected security events. All incidents are logged, classified and tracked through to closure, with post-incident reviews informing continuous improvement of the security posture.
- vii. **Access Controls:** Granular access control policies ensure that users can access only the data and functions appropriate to their roles and responsibilities. Access rights are reviewed periodically and revoked promptly upon staff changes, ensuring that the principle of least privilege is maintained throughout the system lifecycle.

3.7 Infrastructure Layer

The Infrastructure Layer provides the physical and virtual computing environment upon which all components of the e-NIMES / e-CIMES platform are hosted, operated and maintained. It encompasses the cloud computing resources, network connectivity infrastructure and system resilience mechanisms that collectively ensure the platform's availability, performance and scalability across Kenya's geographically dispersed government operations.

The infrastructure design is guided by three core principles: government data sovereignty (ensuring that sensitive government data is hosted within Kenya's jurisdiction and under government-controlled environments); universal accessibility (ensuring that county government users in remote or underserved areas can reliably access the system); and operational resilience (ensuring the system can sustain operations through network disruptions, hardware failures or cyber incidents).

The key infrastructure components are:

- i. **SD-WAN (Software-Defined Wide Area Network):** A Software-Defined Wide Area Network is deployed to intelligently manage and optimise network traffic across the geographically dispersed network of national ministry offices, county headquarters and sub-county stations connected to e-NIMES / e-CIMES. SD-WAN enables centralised network policy management, automatic traffic prioritisation for critical M&E data flows and seamless failover between available connectivity options.
- ii. **Satellite Technology:** Recognising that a significant number of Kenya's sub-counties and ward-level offices operate in areas where terrestrial broadband and mobile data connectivity is unreliable or unavailable, satellite-based connectivity is incorporated as a primary or fallback communication channel. This ensures that field data capture, M&E report submission and system access are not limited by geography, supporting the government's commitment to inclusive digital participation across all 47 counties.
- iii. **Networks / VPNs:** Secure mobile network connectivity, complemented by Virtual Private Network (VPN) tunnels, enables county staff, sub-county officers and field monitors to connect securely to the e-NIMES / e-CIMES platform from remote locations using mobile devices. VPN encryption ensures that data transmitted over public mobile networks is protected from interception.

- iv. **Load Balancer:** A high-availability load balancing system distributes incoming user requests and system traffic across multiple server instances, preventing any single server from becoming a performance bottleneck during peak usage — such as statutory M&E reporting deadlines or budget cycle submissions. The load balancer also supports automatic failover, redirecting traffic away from failed instances to maintain uninterrupted service availability.
- v. **Government Cloud (Gov. Cloud):** The primary hosting environment for e-NIMES / e-CIMES is a dedicated Government Cloud infrastructure, either operated by the Government of Kenya's own data centre facilities under the Kenya ICT Authority or procured through a sovereign-compliant cloud arrangement guaranteeing data residency within Kenya's borders. The Government Cloud provides on-demand compute, storage and networking resources, enabling the system to scale dynamically in response to usage demands without the capital expenditure associated with dedicated physical hardware.

3.8 Governance Layer

The Governance Layer occupies a distinctive position in the e-NIMES / e-CIMES architecture. Represented in the system's architectural diagram as an overarching, non-embedded framework, this layer does not sit within the technical stack as a deployable software component. Rather, it defines the institutional, regulatory and normative environment within which all seven layers of the system operate.

In essence, the Governance Layer answers the question: by what rules, standards and institutional structures does e-NIMES / e-CIMES exist and function? It translates the Government of Kenya's legislative mandates, M&E and ICT policies and institutional accountability frameworks into actionable governance instruments that shape system design, user behaviour, data management practices and organisational responsibilities.

The four pillars of the Governance Layer are:

- i). **Regulations:** The legal and regulatory framework within which e-NIMES / e-CIMES operates encompasses a range of statutory instruments, including the Kenya Information and Communications Act (Cap. 411A), the Data Protection Act (2019), the Public Finance Management Act (2012), the Statistics Act (2006) and the relevant provisions of the County Governments Act (2012). These regulations define the legal basis for data collection, inter-agency data sharing, system access controls, reporting obligations and the rights of data subjects whose information is processed by the system.
- ii). **Knowledge Management:** A structured Knowledge Management framework ensures that the institutional intelligence generated through the operation of e-NIMES / e-CIMES — including lessons learned from programme evaluations, M&E methodological innovations, system implementation experiences and capacity-building outcomes — is systematically captured, organised and made accessible to current and future government users. This prevents the loss of institutional memory during staff transitions and government administration changes, and supports a culture of evidence-based learning within the public service.

- iii). **Standards:** Technical and operational standards govern how data is structured, how systems interoperate, how reports are formatted and how interfaces are designed across the e-NIMES / e-CIMES ecosystem. These include Kenya's National ICT Standards (as promulgated by the Kenya ICT Authority), open data standards, API design standards, M&E indicator standards aligned with national and international frameworks (including the SDG indicator framework) and cybersecurity standards aligned with ISO/IEC 27001 and the NIST Cybersecurity Framework.
- iv). **Policy Engine:** Internal government policies governing the operational management of e-NIMES / e-CIMES cover user administration and access provisioning, data classification and handling, system change management, business continuity planning, vendor management and the responsibilities of system administrators, data custodians and departmental M&E focal points. A dedicated Policy Engine embedded within the platform automates the enforcement of key policy rules, ensuring that governance requirements are consistently applied across all system interactions. These policies are developed and maintained by the State Department for Economic Planning in coordination with the Kenya ICT Authority and the Office of the Data Protection Commissioner.

3.9 Data Flow Architecture

The data flow architecture of e-NIMES / e-CIMES describes how information moves through the seven-layer system — from the point of origination at user interfaces and external data sources, through processing and integration, into the data stores and back out to decision-makers and the public as reports, dashboards and alerts.

The architecture employs a dual-channel data flow model:

The first channel is the synchronous REST/GraphQL API channel, which handles transactional data flows that require an immediate response - such as user login requests, form submissions, document retrievals and dashboard data queries. These flows pass through the API Gateway in the Integration Layer, which authenticates, routes and logs each request before forwarding it to the appropriate microservice in the Application Layer.

The second channel is the asynchronous event streaming channel, powered by Apache Kafka. When a significant data event occurs in the system - such as a new M&E data submission, a project status change, a budget disbursement record or a risk flag triggered by the Audit and Risk Analytics engine - a corresponding event is published to a Kafka topic. Subscribing microservices and downstream systems consume these events asynchronously, enabling real-time data propagation across the platform without blocking the originating transaction.

Data flows in the following general sequence through the architecture:

- i). User actions or external data feeds enter the system through the Presentation and Access Layer.
- ii). The Integration Layer authenticates, validates and routes these inputs to the appropriate Application Layer microservices via the API Gateway or event streams.
- iii). The Application Layer processes the data in accordance with M&E, planning or project management, triggering downstream events as appropriate.

- iv). Processed data is persisted to the appropriate repositories in the Data Layer and analytical engines are triggered to update dashboards, indicators and risk assessments.
- v). The Security Layer monitors all data flows in real time, logging events to the SIEM and enforcing access controls and encryption at every stage.
- vi). Output data flows back through the Integration Layer to the Presentation Layer, where it is rendered as dashboards, reports, alerts or downloadable documents for the relevant user roles.

This architecture ensures that e-NIMES / e-CIMES maintains data consistency, traceability and real-time responsiveness across all functional modules and user groups, at both national, county and cities/municipalities levels.

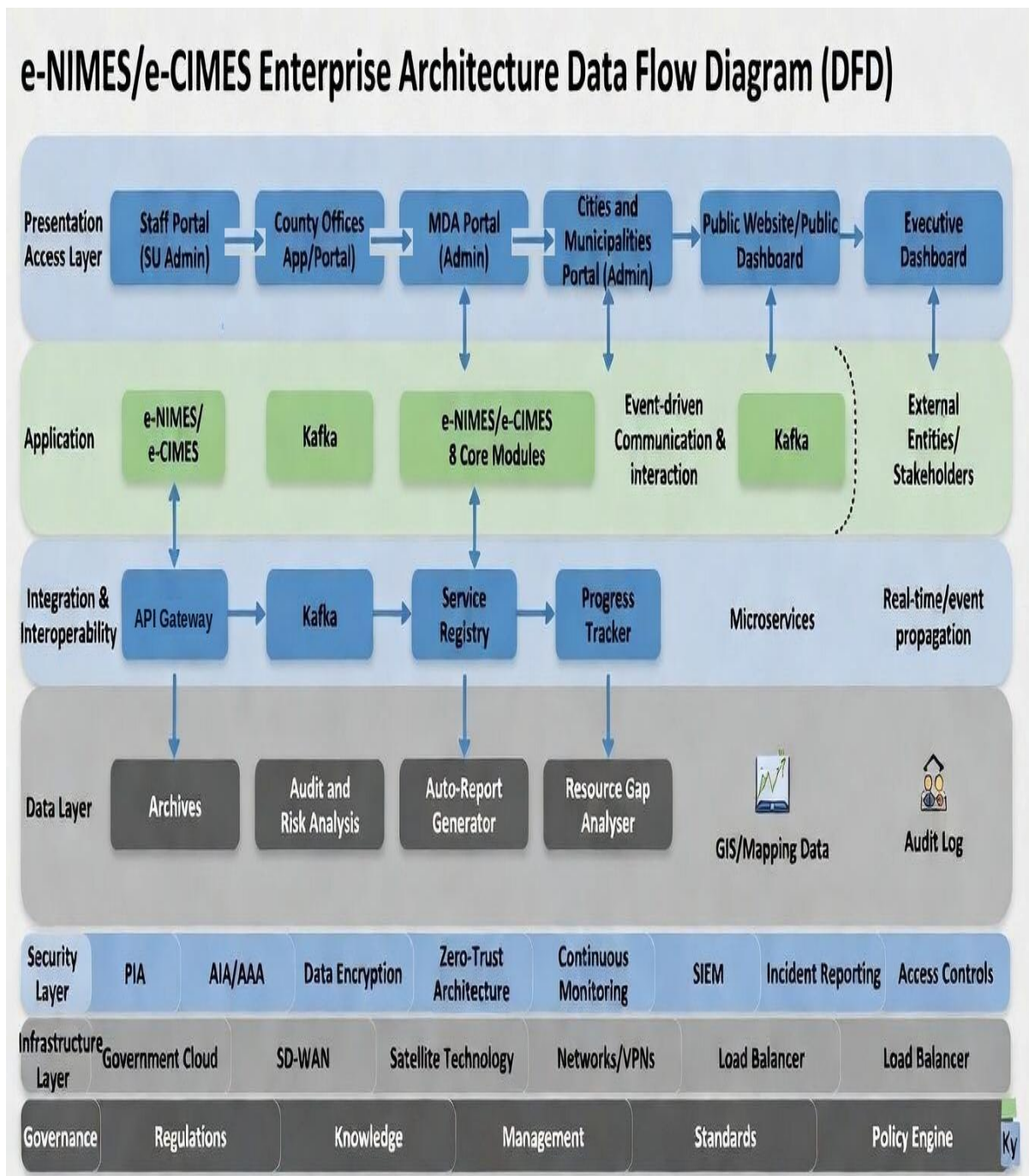


Figure III: e-NIMES/e-CIMES Enterprise Architecture Data Flow Diagram

**e-NIMES/e-CIMES
Level 0:
Context
Diagram**

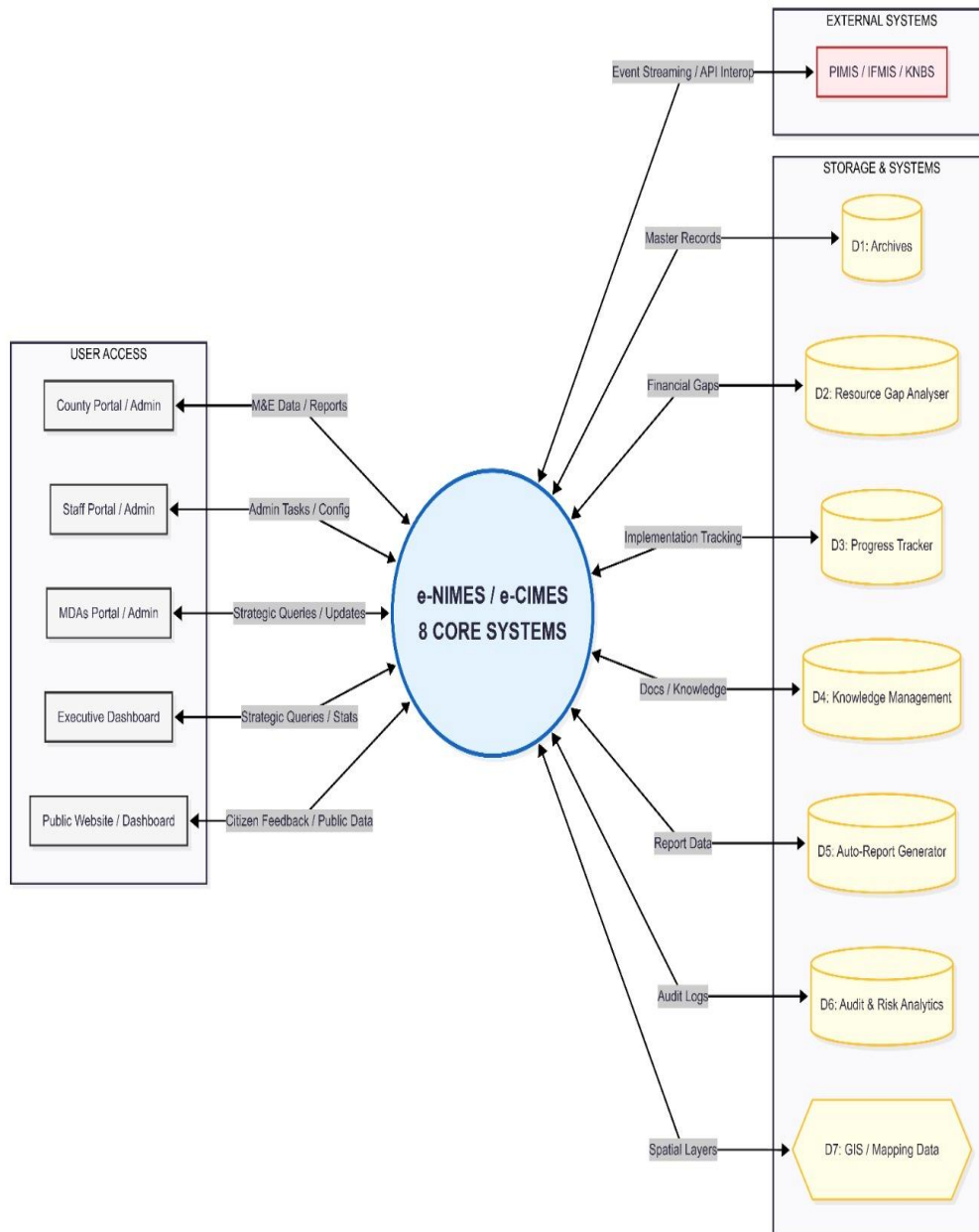


Figure IV: e-NIMES/e-CIMES Level 0 Data Flow Diagram

3.10 Deployment Considerations

The successful deployment of e-NIMES / e-CIMES requires careful planning across several dimensions: technical readiness, institutional capacity, connectivity infrastructure, change management and phased rollout sequencing as stipulated in chapter 6.

CHAPTER FOUR

SYSTEM INTEGRATION AND INTEROPERABILITY

4.0 Introduction

System integration and interoperability are critical to the effective functioning of e-NIMES/e-CIMES. The platform must operate within a connected government digital ecosystem, enabling seamless data exchange between planning, budgeting, procurement, monitoring and evaluation, sector specific MIS.

Interoperability ensures that information from different government platforms is synchronized to provide a comprehensive, real-time view of project, plans, and indicators performance.

4.1 Government Inter-Agency Integration

The primary integration point for e-NIMES/ e- CIMES is key ministerial systems and other sector specific MIS as listed below.

Target System	Component for Integration	Operational Benefit
IFMIS	Plan to Budget	Links high-level policy objectives in e-NIMES to specific budget allocations in IFMIS.
eGP	Procure to Pay	Allow e-NIMES to track when a purchase order is issued and when a supplier is paid for a milestone.
PIMIS	Record to Report	<ul style="list-style-type: none">Provides project profiles, feasibility studies, cost–benefit analysis, and investment approvals.Eliminates duplication of project registration and aligns PIM with M&E workflows.Supports automated pulling of approval stages and PIP project metadata.
National Assets Management	Contract Management	Provide information on projects undertaken through contractors
Ken open Data Portal (KNBS)		Provide socio-economic data on key outcome and output indicators
LATIS	Legislative Agenda Tracking	<ul style="list-style-type: none">Enhance real-time reporting on the development and enactment of Policies, Acts and RegulationsProvides alignment between e-NIMES projects and the State Department for Parliamentary Affairs legislative agenda

4.2 API and Protocol Standards

All integrations must adhere to the ICT Authority's standards for messaging and collaboration. The system must utilize RESTful APIs for modern web services, supporting JSON as the primary data

exchange format. For legacy systems that do not support REST, the platform must be capable of handling SOAP/XML interfaces or secure file transfers (SFTP) for batch processing. Every integration point must be documented with a detailed interface description, including transmission methods, schedules of receipt, and data schemas.

4.3 Third-Party and External Interfaces

The e-NIMES/e-CIMES platform must be capable of consuming data from third-party sources, such as development partner systems (e.g., World Bank/ IMF, AfDB, UNICEF, UNFPA project trackers, etc) and Non-Governmental Organization (NGO) databases. This will ensure a "whole-of-society" view of development activities in Kenya, preventing the duplication of efforts between government agencies and donor communities.

4.4 Web-Based and Mobile Access

To ensure maximum uptake, e-NIMES/e-CIMES should be accessible through multiple channels. The web interface will serve as the primary administrative tool for planning and deep-dive analysis. Simultaneously, a dedicated mobile application must be provided for field-based M&E. The mobile app should support offline data entry, allowing officers in remote areas with poor connectivity to capture project status and GPS coordinates, which are automatically synchronized once a connection is re-established.

CHAPTER FIVE

DATA SECURITY AND COMPLIANCE

5.0 Introduction

The Consortium Firm shall design, develop, implement and maintain the e-NIMES / e-CIMES platform in accordance with security-by-design and privacy-by-design principles. The system will process sensitive Government data; therefore, the Firm shall ensure the highest standards of confidentiality, integrity, availability, accountability and non-repudiation.

The Firm shall conduct a comprehensive security risk assessment at project inception and implement layered security controls across the system architecture. All security mechanisms shall comply with applicable national laws, ICT standards and international best practices.

5.1 Encryption

The Consortium Firm shall implement robust encryption mechanisms to safeguard data at rest, in transit, and during backup operations.

5.1.1 Data in Transit

- i. All system communications shall be encrypted using TLS 1.2 or higher.
- ii. HTTPS shall be enforced across all web interfaces and APIs.
- iii. Secure token-based authentication shall be implemented for API access.

5.1.2 Data at Rest

- i. Sensitive data stored in databases and file systems shall be encrypted using AES-256 or equivalent standards.
- ii. Encryption keys shall be managed through a secure Key Management System (KMS).
- iii. Key rotation and revocation procedures shall be defined and implemented.

5.1.3 Backup Encryption

- i. All backups shall be encrypted and securely stored.
- ii. Offsite backups shall comply with secure transmission standards.
- iii. Periodic backup restoration tests shall be conducted and documented.

5.2 Authentication & Authorization

5.2.1 Role-Based Access Control (RBAC)

Implementation Details:

- i. Hierarchical role structure aligned with organizational structure
- ii. Principle of least privilege enforcement
- iii. Temporary role elevation with approval workflows

- iv. Regular role review and recertification
- v. Segregation of duties enforcement

5.2.2 Single Sign -On(SSO)

Centralized identity management with government identity systems

5.2.3 Multi-Factor Authentication (MFA)

- i. Authenticator apps, tokens, biometrics, OTP fallback
- ii. Enhanced MFA for sensitive modules

5.3 Audit Trails

The system shall provide comprehensive logging and monitoring capabilities to ensure transparency, traceability and accountability.

- i. Logging of user logins and logouts.
- ii. Logging of data creation, modification and deletion.
- iii. Logging of approval workflows and administrative actions.
- iv. Audit logs shall be tamper-proof and securely stored.
- v. Logs shall be retained in accordance with Government data retention policies.
- vi. Real-time alerts shall be configured for suspicious or unauthorized activities.

5.4 Regulatory Compliance

The Consortium Firm shall ensure full compliance with applicable national laws and ICT standards. The system shall comply with the following, where applicable:


- i. Data Protection Act, 2019 (Kenya);
- ii. Computer Misuse and Cybercrimes Act;
- iii. Public Finance Management (PFM) Regulations;
- iv. Government ICT Authority Standards and Guidelines;
- v. ISO/IEC 27001 Information Security standards (where required); and
- vi. OWASP Secure Coding Standards.

The Firm shall conduct a Data Protection Impact Assessment (DPIA) and provide compliance reports, security certifications and documentation as may be required by the Client.

5.5 Security Integration Architecture

The Firm shall design and implement a secure integration framework to safeguard data exchanged between e-NIMES / e-CIMES and other Government systems.

- i. Secure RESTful APIs using OAuth2 or token-based authentication.

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- ii. API rate limiting and throttling mechanisms.
 - iii. Network segmentation and firewall configurations.
 - iv. Intrusion Detection and Prevention Systems (IDPS).
 - v. Secure VPN access for system administrators.
 - vi. Regular vulnerability assessments and penetration testing.

5.6 Data Security Governance

The Consortium Firm shall support establishment of a formal Data Security Governance Framework to ensure ongoing security oversight.

- Appointment of a designated Security Lead within the project team.
- Development of Information Security Policy and Data Classification Policy.
- Development of Access Control Policy and Incident Response Plan.
- Development of Business Continuity and Disaster Recovery Plan.
- Conduct periodic risk assessments and maintain a risk register.
- Provide capacity building and training for system administrators and users.
- Establish incident reporting, escalation and corrective action procedures.

CHAPTER SIX

IMPLEMENTATION METHODOLOGY

6.0 Implementation Approach Introduction

This chapter outlines the comprehensive approach to development, testing commissioning and rolling out the system across Ministries, Departments, Agencies (MDAs), County Governments, and Cities/Municipalities, ensuring seamless adoption, data integrity, and operational continuity. The methodology follows industry best practices while addressing the unique challenges associated with end-to-end planning, monitoring, evaluation, and reporting of government development plans, policies, programmes, and projects.

The methodology will accelerate value delivery and ensure continuous alignment with user and stakeholder expectations. During development and implementation, the consultant is expected to work closely with the Directorate of Monitoring Evaluation and Public Investment Management (MEPIM) of the State Department for Economic Planning (SDEP) who are the business process owners at all levels.

The deployment of the electronic National/County Integrated Monitoring and Evaluation System (**e-NIMES/e-CIMES**) requires a structured and methodical implementation strategy combining various techniques to ensure comprehensive and accurate results are achieved. The development will be broken into smaller, independent, and interchangeable units called modules. This modular approach is designed to perform specific functions with standardized interfaces, allowing development and testing to occur separately before being combined to form the whole system.

6.1 Development Phases

The project will be developed in phases as per the project deliverables.

Phase 1: Project Inception and Planning

- i. Establishment of various governance committees to spearhead the project (Project Steering Committee, Technical Working Group).
- ii. Drafting of a detailed project implementation plan.
- iii. Development of project documentation to guide the process including the Road-map, Work Plan, Quality Assurance framework, Change Protocols among others.
- iv. Development of the **System Requirements Specifications (SRS)** blueprint.
- v. Comprehensive needs assessment and stakeholder mapping (National Government(MDAs), County Governments, Cities/Municipalities, Council of Governors(CoG), ICT Authority, development partners).

Phase 2: System Design and Development

This will involve;

- i. Identification and gathering of user requirements.
- ii. Preparation of functional and non-functional requirements of the system.
- iii. Detailed system architecture (API-first, modular/microservices, cloud-ready).
- iv. Development of the core modules (Development Planning; Project Management; Monitoring; Evaluation; Reporting; Data analytics, GIS and Visualization; Repository and Archiving; User & Access Management, System Administration; and Help Desk/Support).
- v. Development of secure APIs for real-time data integration between e-NIMES/e-CIMES system and other existing Ministerial MIS and other sector specific MIS in future.
- vi. Development of training manuals.
- vii. Delivery of the first Functional Prototype and user reviews.

Activity	No. of Participants	Period of Review (Days)	Responsibility
Review of the Prototype	50	7	Cost fully funded by the consultant
Review of the 1st Completed System	50	7	Cost fully funded by the consultant
Review of the 2nd revised version System (revised as per the 1st review feedback)	50	7	Cost fully funded by the consultant

Phase 3: Testing and Quality Assurance (QA)

The testing will be done in such a way that ensures the development process meet standards for each module and overall functionality. The following testing procedures will be conducted as per the stages of the development using appropriate data and with the right users.

- i. Preparation of testing data.
- ii. Dry run testing.
- iii. Functional testing.
- iv. Non-functional testing(Performance, Security (OWASP Top 10, MFA/RBAC, Usability (WCAG 2.1 AA), Compatibility, Recovery (RPO/RTO) ,End-to-End testing, User Acceptance Testing (UAT) with all user groups and Vulnerability Assessment and Penetration Testing (VAPT).

Phase 4: Piloting and System Review

To complete the development and testing phases, a pilot will be conducted with selected clusters from five (5) MDAs, five (5) Counties, and five (5) Cities/Municipalities to test the system in real situations before go-live. User feedback documentation, forms/reports will be generated to assist in review.

Phase 5: System Integration

When performing system integration, clear objectives, datasets, and data flow will be defined precisely (per the SRS and integration catalog). The following will be considered during integration:

- i. Identify all stakeholders and the systems to be integrated;
- ii. Fully Configure integration parameters or APIs based on system architectures to avoid any failures;
- iii. Data mapping and transformation; and
- iv. Conduct a thorough Integration testing with a robust test data.

Phase 6: Final Deployment and Go-Live

- i. System hardening, documentation, and configuration to the production environment (government-approved infrastructure).
- ii. Formal commissioning and handover to the **State Department for Economic Planning , MEPIM Directorate.**

Phase 7: Post-Go-Live Support and Handover

- i. Warranty support and maintenance per SLA.
- ii. Completion of all enhancements, training and documentation.

Phase 8: Scaling Phase

- i. Following successful implementation in the pilot clusters of MDAs, Counties, Cities, and Municipalities, the system will be progressively scaled up to cover additional functions and service areas.
- ii. The rollout will be extended to other Directorates within the State Department for Economic Planning to ensure full institutional integration, coordination, and harmonized service delivery.

6.2 Training of Various Groups

Training materials and tools will be developed and used to enhance user understanding and effective use of the system.

Training Group	Target Audience	No. of Participants	Period (Days)	Responsibility & Type of Engagement	Training Focus
Top Management (SDEP & TNT)	Heads of Directorates/Divisions/Sections/Units and other Senior Officers	100	2	Consultant Firm — Trainers & materials SDEP/MEPIM- Conference fee; Transport logistics; DSA	Executive dashboards & composites; Types of Reports generated
Executives from Counties, Cities/Municipalities, Parliament	PSs/DGs/Top management, CECMs/CO, Cities/Municipalities, National and County Assemblies for buy-in	100	2	Consultant Firm — Trainers & materials SDEP/MEPIM- Conference fee; Transport logistics; DSA	Executive dashboards & composites; Types of Reports generated
System Administrators at SDEP/MEPIM	Technical Officers; ICT Officers; App Developers	25	5	Consultant Firm — Trainers & materials SDEP/MEPIM- Conference fee; Transport logistics; DSA	System configuration, security protocols, data source monitoring, user management, backup/restore
Technical Support Group (SDEP) & TWG Members	Incident Response Team; TWG	50	10	Consultant Firm — Trainers & materials SDEP/MEPIM- Conference fee; Transport logistics; DSA	Real-time monitoring; Request response; Report generation
Training of Trainers (TOTs)	Selected Officers from MDAs, Counties & Cities as TOTs	200	10	Consultant Firm — Trainers & materials SDEP/MEPIM- Conference fee; Transport logistics; DSA	How to deliver trainings
End-Users in all MDAs/Counties	Cluster 1: 60 State Departments (4 CPPMD officers, 2 ICT)	360	5	Consultant Firm — Trainers & materials	RBM-aligned planning and reporting;

Training Group	Target Audience	No. of Participants	Period (Days)	Responsibility & Type of Engagement	Training Focus
es/Cities (Each cluster trained separately)	Cluster 2: 47 Counties + CoG + IGTRC (2 CPU, 2 M&E, 2 ICT)	294	5	SDEP/MEPIM- Conference fee; Transport logistics; DSA	Project tracking; Indicator data entry; Use of analytics dashboards
	Cluster 3: 80 Cities/Municipalities (2 Planning, 2 M&E, 2 ICT)	480	5		
	Cluster 4: 50 Key SAGAs (2 Planning/M&E, 2 ICT)	200	5		
	Cluster 5: 20 Key Stakeholders (UNICEF, UNFPA, NCPD, PIMIS, NALM, IFMIS, NEMIS, IPRS, HMIS, SSN, SRI, KSG, etc) -2 PME, 2 ICT	80	5		
	GRAND TOTAL	1,889	54		

6.3 Data Migration and Legacy Systems

A structured approach to identifying, evaluating, and preparing existing planning, project, and performance data for migration into the e-NIMES/e-CIMES.

6.3.1 Mapping Methodology

Source System Inventory

- i. Identification of all legacy data sources (current e-NIMES/e-CIMES and related MDAs/County M&E systems).
- ii. Documentation of data formats and structures.
- iii. Clarification of data ownership (MDAs, Counties, Cities/Municipalities).
- iv. Assessment of retention requirements for performance, project, and administrative records.
- v. Review of legal and compliance obligations (e.g., Data Protection Act, 2019).

6.3.2 Data Field Mapping

- i. Analysis of operational data structures across legacy systems.
- ii. Standardization of data fields to e-NIMES/e-CIMES formats.
- iii. Identification of data dependencies, hierarchies, and relationships (e.g., plan→programme→project→indicator).

6.3.3 Data Volume and Complexity Assessment

- i. Enumeration of historical plan, project, and indicator records.
- ii. Assessment of format inconsistencies across systems.

- iii. Evaluation of hierarchical or relational complexity (e.g., indicator linkages across RBM levels).

6.3.4 Migration Priority Classification

- i. Mission-critical operational data (active plans, projects, workflows, text, photos and indicators).
- ii. Current programme activities and administrative information.
- iii. Historical archives and records.
- iv. Administrative and institutional datasets.
- v. Statistical datasets relevant to national and county reporting.

6.4 Data Cleaning and Validation

Processes to ensure quality, consistency, and integrity of all data migrated into the e-NIMES/e-CIMES.

6.4.1 Cleaning Operations

Duplicate Identification

- i. Automated duplicate detection algorithms.
- ii. Cross-system verification.
- iii. Rules for merging duplicates.
- iv. Established workflows for resolving conflicts.
- v. Exception handling for ambiguous records.

Data Standardization

- i. Format normalization across datasets.
- ii. Standard terminology for plans, programmes, projects, indicators, and geographies.
- iii. Harmonization of units of measure (where applicable).
- iv. Alignment to naming conventions used in e-NIMES/e-CIMES.
- v. Coding scheme alignment (e.g., sector codes, administrative units, document categories).

Data Enrichment

- i. Completion of missing information using official records.
- ii. Addition of contextual metadata (dates, authors, plan levels, geographical tags, programme links).
- iii. Establishment of relationships (e.g., project-to-programme, indicator-to-result mapping).

- iv. Classification and taxonomy improvement.
- v. Enhancement of metadata for search and retrieval.

6.4.2 Validation Procedures

Automated Validation

- i. Data type and format verification.
- ii. Range and completeness checks.
- iii. Referential integrity assessment.
- iv. Compliance with business rules.
- v. Pattern recognition for structural anomalies.

Manual Verification

- i. Sampling and spot checks.
- ii. Subject matter expert review (e.g., M&E officers, records officers).
- iii. Cross-system comparisons to confirm accuracy.
- iv. Validation of historical correctness.
- v. Logical consistency checks.

Validation Documentation

- i. Validation plans and test criteria.
- ii. Exception and error reports.
- iii. Correction logs and resolutions.
- iv. Verification certificates.
- v. Data quality scoring metrics.

6.4.3 Migration Execution and Legacy Decommissioning

A structured approach to transferring data from legacy systems into the e-NIMES/e-CIMES and responsibly phasing out old systems.

Migration Strategy Phased Data Migration

- i. Transfer of static reference data (administrative units, sector classifications, indicator catalogues).
- ii. Migration of historical plan/project archives.
- iii. Transfer of active workflows and administrative records.

- iv. Synchronization of dynamic data sources.
- v. Controlled cutover to real-time operations.

Migration Tools and Technologies

- i. ETL pipelines.
- ii. Data migration middleware.
- iii. Automated validation engines.
- iv. Reconciliation tools to compare pre- and post-migration data.
- v. Checkpoint and recovery mechanisms.

Rollback Capability

- i. Point-in-time snapshots of migrated data.
- ii. Restoration and rollback procedures.
- iii. Integrity checks before and after rollback.
- iv. Preservation of system state for continuity.
- v. Emergency access protocols for mission-critical records.

Parallel Operations Concurrent System Management

- i. Limited-duration dual entry for active workflows (if required).
- ii. Cross-system reconciliation to ensure data parity.
- iii. Prioritization of critical modules during overlap.
- iv. Resource allocation to support parallel operations.
- v. Exception escalation workflows.

Transition Period Management

- i. Transition timelines based on module readiness.
- ii. Gradual shift of functionalities to the enhanced e-NIMES/e-CIMES.
- iii. Staged transfer of data authority from legacy systems.
- iv. Incremental workload shifting for departments.
- v. User onboarding and transition scheduling.

Legacy Decommissioning System Retirement Planning

- i. Determination of archiving requirements for historical data.
- ii. Ensuring provisions for long-term access to archived records.

- iii. Hardware disposal or repurposing.
- iv. Termination or reallocation of legacy software licenses.
- v. Closure of support and vendor contracts.

Final Data Extraction

- i. Full extraction of remaining historical and administrative data.
- ii. Preservation of formats for archival and compliance.
- iii. Verification of legal compliance with retention and access regulations.
- iv. Implementation of long-term access solutions.
- v. Final validation of completeness and accuracy.

Decommissioning Documentation

- i. System retirement certificates.
- ii. Final migration completion reports.
- iii. Reconciliation results.
- iv. Archive access procedures.
- v. Preservation of institutional knowledge.

6.5 Testing and Quality Assurance Artifacts

The firm shall conduct and document a comprehensive quality assurance and testing programme. All testing shall be conducted in accordance with the approved Test Strategy, and formal sign-off must be obtained from designated government stakeholders before proceeding to the next phase.

Deliverable	Description
Test Strategy and Plan	Methodology for unit, integration, system, performance, UAT, regression testing, and security testing. Covers test environments, tools, entry/exit criteria, and acceptance standards.
Test Case Repository	Detailed test scenarios with expected outcomes, especially for high-risk modules including indicator management, RBM chain validation, data approval workflows, and financial integration.
UAT Reports and Sign-Off	Formal user signoffs on tested features, issues logs, and evidence of defect resolution. UAT scenarios led by M&E domain experts focusing on critical M&E workflows.
Security Audit Report	Results of penetration tests, vulnerability scans, and compliance assessments conducted by a qualified cybersecurity firm. Includes remediation evidence and compliance with Kenya Data Protection Act 2019 and OWASP Top 10.

6.6 Implementation Governance

A clear governance structure will guide decision-making, risk management, and coordination.

6.6.1 Project Steering Committee (PSC)

Comprised of senior leadership from the **State Department for Economic Planning (including the Principal Secretary)** and partner agencies (The PSC will:

- i. Provide strategic direction.
- ii. Approve major project plans, budgets, and scope changes.
- iii. Approve major deliverables.
- iv. Resolve escalated issues, especially inter-agency data sharing challenges.
- v. Ensure effective resource allocation across the project.

6.6.2 Technical Working Group (TWG)

A multi-agency team led by the Economic Planning Secretary responsible for MEPIM, comprising of Economic Planning Directors, SDEP ICT Officers, SDHUD, ICTA, SSN, UNICEF, UNFPA, COG M&E, County Governments representatives, SDEP supply chain management and MEPIM as Secretariat will be constituted. The TWG will:

- i. Finalize the system requirements;
- ii. Prepare request for proposal (RFP) and Terms of Reference for the developer
- iii. Integration testing tasks.
- iv. Technical reviews.
- v. Data access and validation.
- vi. Testing of the system.
- vii. Oversee the development, piloting and roll-out of the system

6.6.3 Reporting Structure

The chairperson of the TWG will report to the Chairperson of the PSC, who will in turn report to the **Cabinet Secretary, The National Treasury.**

6.7 Risk Management

Risk Management is a critical component of system implementation and sustainability. It involves the systematic identification, assessment, mitigation, and continuous monitoring of potential risks that may affect system performance, data integrity, stakeholder confidence, and overall project success.

Risk	Mitigation	How to Implement the mitigation measures
<p>Misinterpretation of system features or policy updates Mitigation: communication, rapid clarification protocols</p> <p>Cyber Security and Cyber attacks</p>	<p>Clear messaging, updated FAQs, harmonized</p> <ul style="list-style-type: none"> • Access rights & Roles • Use of MFA authentication methods to Access 	<ul style="list-style-type: none"> • Social Media handles & Website • Electronic media campaigns • Print media • Use of code in the system for Access rights & Roles • Sensitize/Train users on best practise
<p>Data leakages and Data loss due disasters</p> <p>Regulatory changes and Government re-organizations</p>	<ul style="list-style-type: none"> • Fully implement the Data Privacy & Protection Act 2019 • Well documented Secure backup & Restore strategy • Policy briefings • Continuous liaison with relevant authorities 	<ul style="list-style-type: none"> • Appoint Data Protection Officer • Train users on the provisions of the Act and the breaches • Implement Incremental backup to be restored within the shortest time possible • Adaptive messaging • Talk shows
<p>Vendor delivery delays</p>	<ul style="list-style-type: none"> • Clear and easy to follow instructions on what is to be done through documentations e.g System Requirements Specifications 	<p>Develop TOR, Concept Note and Work plans with clear timelines to avoid any ambiguities</p>
<p>Resistance to change</p>	<ul style="list-style-type: none"> • Employ Change management strategies • Early stakeholder engagement 	<ul style="list-style-type: none"> • Sensitizations, Boardroom meetings • Robust medial campaign, • Targeted training, • Establishment of change management champions, benefits-focused messaging

CHAPTER SEVEN

PROJECT DELIVERABLES

7.0 Introduction

This chapter outlines the comprehensive deliverables expected from the System Development Firm for the successful design, development, deployment, and operationalization of the e-NIMES/e-CIMES platform. The deliverables are structured to ensure a systematic progression from project inception and planning, through system architecture and development, to deployment, documentation, and operational sustainability.

7.1 Project Planning and Inception Deliverables

The System Development Firm shall, within four (4) weeks of contract signing, submit the project planning and inception deliverables. These documents shall demonstrate the firm's detailed understanding of the assignment and serve as the foundational planning framework for the entire engagement. These deliverables are subject to bi-weekly updates and presentation at each governance review meeting.

Deliverable	Description
Project Inception Report	Outlines implementation approach, work breakdown structure (WBS), timelines, and resource plan. Includes updated understanding of system requirements based on initial stakeholder consultations and any proposed adjustments to scope and methodology.
Detailed Project Plan	Gantt chart with activities, dependencies, critical path, and iteration cycles covering all phases and milestones for the full implementation period.
Stakeholder Mapping Report	Identification and analysis of user groups, champions, decision-makers, and communication lines across national, county, and city/municipality levels.
Governance Framework	Steering Committee roles, Project Implementation Committee (PIC) structure, decision-making thresholds, and escalation matrix.
Risk Register (Initial)	Comprehensive risk identification with severity levels, owners, and mitigation strategies for the full project lifecycle.
Change Control Protocol	Structured procedures for managing scope, cost, schedule, or design changes throughout the engagement.

7.2 System Design and Architecture Deliverables

This section defines how the e-NIMES/e-CIMES will be structured technically and functionally. The firm/consortium shall develop a System Design Document which is a critical foundational deliverable that must be completed and formally approved by the MEPIM Directorate before core development commences.

Deliverable	Description
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Functional Requirements Specification (FRS)	Documented user and business needs captured through workshops and validated by stakeholders. Includes mapping of all system users, functional and non-functional requirements.
Technical Design Document (TDD)	High-level cloud-native, microservices-based architecture; database schema; integration points; data flow diagrams; security models; AI/ML architecture; GIS architecture; and mobile application design. Must explicitly support the two-stage RBM contribution chain (Inputs → Outputs → Outcomes → Impact).
Prototype Interfaces	Clickable mock-ups/wireframes for the public portal, back-office dashboards, and mobile applications for validation by stakeholders.
Data Dictionary and Metadata Standards	Standardized definitions, field types, and allowable values for all system entities. Version-controlled and publicly accessible within the system.
API Specification (OpenAPI 3.0)	Documentation of all RESTful/GraphQL APIs including request/response formats, authentication protocols (OAuth 2.0), rate limiting, and comprehensive OpenAPI/Swagger documentation.

7.3 System Configuration and Source Code

This section covers the actual systems and environments required for full functionality of the e-NIMES/e-CIMES. The firm shall deliver a fully operational, configured, and tested system hosted on the agreed cloud infrastructure.

Deliverable	Description
Configured E-NIMES/e-CIMES Platform	Fully developed and tested modules per approved functional requirements. Complete, well-documented source code for all modules hosted on an agreed government-approved code repository, including all configuration files, IaC scripts (Terraform/CloudFormation), and inline code documentation.
Integrated Geodatabase	Populated geo-mapping for project locations with metadata, spatial aggregation capabilities across custom administrative boundaries, and role-based access controls.
Mobile Application	Native or hybrid mobile application for iOS and Android supporting offline and online field data collection, GPS geo-tagging, photo/video capture, and synchronization with the central system.
Production & Staging Environments	Deployment of secure, scalable systems on approved cloud infrastructure (AWS, Azure, or GCP). Includes all monitoring, alerting, and logging infrastructure (e.g., Prometheus, Grafana, ELK Stack).
CI/CD Pipeline Setup	Automated build, testing, and deployment workflows for agile releases, including container orchestration configurations (Docker and Kubernetes) and automated testing frameworks.

7.4 Technical and User Documentation

Comprehensive documentation shall be developed and maintained throughout the project lifecycle and submitted in both print-ready PDF format and editable source format (MS Word or equivalent).

All documentation shall be maintained as living documents updated to reflect the as-built system at project closure.

Deliverable	Description
User Manuals and Quick Guides	Role-specific documentation to help users effectively and safely use the system. Covers all user categories: National M&E Officers, County M&E Officers, City/Municipality Officers, Project Managers, Data Entry Clerks, and Public Users. Available in English and Swahili where applicable.
Technical Design Procedure	As-built architecture diagrams, technology stack documentation, integration details, system design decisions, and data governance framework documentation.
System Administration Guide	Backup procedures, user account management, log analysis, patching, audit trail review, and system health monitoring procedures.
Data Migration Manual	Steps for future data imports, mapping templates, data cleansing procedures, and troubleshooting guides for data migration activities.
API Developer Guide	For third parties integrating with IFMIS, PIMIS, and other MDA Management Information Systems. Includes endpoint descriptions, request/response schemas, authentication, and code examples.
Deployment Guide	Step-by-step deployment instructions covering all environments used, configuration parameters, and rollback procedures.
Training Curriculum and Materials	PowerPoints, e-learning modules, video tutorials, exercises, and assessments for all user categories and system administrators.
Training Reports	Participant lists, training feedback, pre/post assessment summaries, and Training of Trainers (ToT) completion certificates.

7.5 Integration Interfaces

The firm shall design, develop, test, and deploy integration interfaces connecting the e-NIMES/e-CIMES with the existing Ministerial Management Information System and other sector MIS. A Master Data Management Strategy shall be developed to ensure data consistency across all integrated systems. All integration interfaces shall be formally tested and signed off before deployment.

- i. Integration: Ministerial Management Information System and other sector MIS,
- ii. Data Import/Export Interfaces: Standardized bulk data import and export functionality in XML, JSON, CSV, Ms Word and PDF formats,
- iii. Integration Testing Reports: Comprehensive test reports documenting integration test cases, results, defect resolution, and sign-off.

7.6 Testing Reports

A comprehensive suite of testing reports shall be produced across all phases of the project, providing formal evidence of system quality, security, performance, and user acceptance. Reports shall include both the test results and documented evidence of defect resolution.

- i. Unit Test Reports: Evidence of unit testing for all individual system components and modules, including code coverage metrics.

- ii. Integration Test Reports: API integration testing, inter-module integration, and external system integration test results.
- iii. System Test Reports: End-to-end system test results validating all functional requirements against the approved FRS.
- iv. Performance Test Reports: Load, stress, and scalability testing results demonstrating compliance with NFR targets (10,000 concurrent users, sub-3-second response times, 99.9% uptime).
- v. Security and Penetration Testing Reports: Independent security audit and penetration testing reports with remediation evidence.
- vi. UAT Reports: UAT findings with formal sign-off from government stakeholders.
- vii. Pilot Implementation Report: Summary of outcomes, lessons learned, issues, and enhancement log from pilot testing in at least 5 counties, 5 MDAs, and 5 Cities/Municipalities.
- viii. Regression Testing Reports: Evidence that bug fixes and enhancements have not introduced new defects.

7.7 Deployment and Go-Live Readiness

The firm shall develop and execute a phased deployment strategy ensuring full system readiness before go-live. All deployment artifacts shall be formally reviewed and approved by the MEPIM Directorate prior to production deployment.

Deliverable	Description
Deployment Runbook	Step-by-step rollout guide covering server configurations, application deployment, API gateway setup, rollback plans, and validation checks for each deployment phase.
Go-Live Checklist	Final validation checklist for each component (servers, APIs, user logins, licenses, dashboards, integrations, backups) confirming system readiness for production go-live.
Pilot Implementation Report	Summary of outcomes, lessons learned, issues encountered, and enhancement log from pilot sites. Incorporates feedback from at least 5 counties, 5 MDAs, and 5 Cities/Municipalities.

7.8 Handover Reports

At the conclusion of the implementation phase, the firm shall prepare comprehensive handover documentation to ensure the State Department for Economic Planning has full ownership, operational capability, and long-term sustainability for the system.

Deliverable	Description
Final Handover Report	Overview of all deliverables produced, system licences activated, system health status at handover, user acceptance confirmations, and outstanding issues log.
Source Code and Technical Artifacts	Codebases, databases, configuration files, and compiled packages in versioned form. Secure transfer of all system credentials, API keys, cloud platform accounts, and administrative access to designated government officials.

Post-Implementation Sustainability Plan	Training pipeline for future staff onboarding, local capacity building plans for government ICT teams, and a roadmap for future system enhancements and version upgrades.
Knowledge Transfer Completion Certificate	Signed certification by both parties confirming that all knowledge transfer sessions have been completed and government staff can administer and support the system.
Final Project Report	Comprehensive report summarizing project achievements, challenges encountered and resolutions, lessons learned, and recommendations for future system enhancements.

7.9 Service Level Agreements

The firm shall enter into a formal Service Level Agreement (SLA) with the State Department for Economic Planning covering the post-deployment support and maintenance period. The SLA shall be a legally binding document activated at the time of system handover.

Deliverable	Description
Maintenance and Support SLA	Guaranteed uptime of 99.9%; tiered incident response times (P1 Critical: 2-hour response / 8-hour resolution; P2 High: 4-hour response / 24-hour resolution; P3 Medium: 8-hour response / 72-hour resolution; P4 Low: 24-hour response / 5-day resolution); patching schedules; and backup/recovery commitments (RTO < 4 hours, RPO < 1 hour).
Helpdesk Framework	Ticketing system, categorization templates, escalation matrix, and Standard Operating Procedures (SOPs) for incident and service request management. Includes defined support channels (helpdesk, email, phone), support hours, and escalation paths.

CHAPTER EIGHT

TIMELINES AND MILESTONES

8.0 Introduction

This chapter outlines the implementation approach, rollout timeline, governance framework, and accountability mechanisms for the delivery of the e-NIMES/e-CIMES system. It defines the structured work plan, milestone-based payment schedule, oversight arrangements, and compliance requirements that will guide execution of the assignment.

8.1 Implementation Work Plan

The total duration of the assignment is 18 months for system design, development, and initial rollout, with a further 12-month post-deployment software licence and support obligation. The implementation shall follow a structured, phased approach aligned to the Results-Based Management cycle and Kenya's national planning cycle requirements.

The System Development Firm shall maintain and regularly update the project work plan, presenting progress against the plan at all governance meetings. Any proposed deviations from the agreed work plan must be submitted in writing to the MEPIM Directorate for approval before implementation. The detailed durations in the table below will be further synchronized with the final Detailed Project Plan and Gantt Chart (Deliverable 7.0) submitted at inception.

Phase	Activity	Key Milestones	Timeline
Phase 1	Requirements Validation & System Design	D-01, D-02, D-03, D-04, D-05	Months 1–3
Phase 2	Core System Development	D-06, Prototype/MVP	Months 4–10
Phase 3	Integration & Data Migration	D-07, D-08	Months 8–12
Phase 4	Testing & Quality Assurance	D-09 (Test Reports)	Months 11–14
Phase 5	Pilot Testing	Pilot Reports (5 Counties, 5 MDAs, 5 Municipalities)	Months 13–15
Phase 6	Training & Capacity Building	D-10, D-11	Months 14–16
Phase 7	Deployment & Go-Live	D-12 (Production System)	Months 15–16
Phase 8	Handover & SLA Activation	D-13, D-14	Months 17–18
Phase 9	Post-Deployment Support	Quarterly health checks, bug fixes, minor enhancements	Months 17–28 (12 months warranty)

8.2 Timeline and Milestone-Based Rollout Plan

Payments under this contract shall be milestone-based, tied to the successful delivery and formal acceptance of specified deliverables. The milestone-based payment schedule is as follows:

Milestones	Required Deliverables	% of Contract Value	Target Month
Mobilisation & Design Sign-Off	D-01 Project Inception Report D-02 Requirements Analysis D-03 System Architecture Design D-04 Data Model & Database Schema D-05 UI/UX Prototypes	10%	Month 1
Core System & Integration Completion	D-06 Functional System Modules Prototype / MVP (Working System) D-07 Integration Framework D-08 Data Migration Report	30%	Month 6
Testing, Quality Assurance & Pilot Sign-Off	D-09 Test Reports (UAT, SIT, Performance) Pilot Reports – 5 Counties Pilot Reports – 5 MDAs Pilot Reports – 5 Municipalities	30%	Month 11
Deployment, Training & Handover	D-10 Training Materials & Manuals D-11 Training Completion Reports D-12 Production System (Go-Live) D-13 Handover Report D-14 SLA Agreement & Warranty Activation	20%	Month 18
12-Month Warranty & Support	Quarterly System Health Check Reports (×4) Bug Fix Logs & Resolution Reports Minor Enhancement Delivery Notes Final Warranty Completion Certificate	10% (Retention)	Month 30 (End of Warranty)

Note: Payments are contingent upon formal written acceptance of the required deliverables by the MEPIM Directorate. Deliverables not meeting the agreed quality standards shall be returned for revision within 10 working days, and payment shall only be processed upon satisfactory resubmission.

8.3 Reporting Requirements

The System Development Firm shall submit the following regular reports to the MEPIM Directorate:

- i. Weekly Progress Reports: Brief status updates submitted every Friday, covering work completed, work planned, issues/risks, and blockers
- ii. Monthly Progress Reports: Comprehensive monthly reports covering progress against the work plan, Gantt chart updates, financial burn rate, risk register updates, and upcoming activities
- iii. Milestone Completion Reports: Formal completion reports submitted for each milestone, including evidence of deliverable completion and requests for acceptance
- iv. Post-Deployment Quarterly Health Check Reports: Structured quarterly reports during the post-deployment support period covering system performance, incidents, security updates, and capacity planning

8.4 Alignment with National Planning Frameworks

The system development and rollout shall be aligned with Kenya's national planning cycles, ensuring that the e-NIMES/e-CIMES is operational and ready for use by all MDAs, Counties, and Cities/Municipalities before the commencement of the next planning cycle. The firm shall coordinate

closely with the MEPIM Directorate to ensure the system's RBM framework, indicator structures, and results chains are aligned with the current MTP IV, Vision 2030, and relevant sector frameworks.

8.5 Compliance and Data Governance

All system development, data processing, and handling activities shall comply with the Kenya Data Protection Act 2019, national ICT policies, government cybersecurity frameworks, and any other applicable regulations. The firm shall sign and adhere to a Non-Disclosure Agreement (NDA), and all data, intellectual property, and system assets developed under this engagement shall remain the sole property of the Government of Kenya.

CHAPTER NINE

CHANGE MANAGEMENT AND COMMUNICATION STRATEGY

9.0 Introduction

The firm is expected to provide a structured approach for change management, stakeholder communication, monitoring and evaluation, and risk management to support the successful adoption of e-NIMES/e-CIMES. The firm will further be expected to develop the sensitization strategy for different leadership and stakeholder groups, ensuring readiness, ownership, and smooth transition to the new system.

9.1 Change Management Sensitization

An effective change management program will ensure smooth adoption across all user segments through structured communication channels. Appropriate sensitization methods will be employed depending on the level of seniority. Boardroom and round-table meetings will be held for different groups.

Training Group	Target Audience	Duration	No. of Participants	Responsibility & Type of Engagement
Senior ranks of the executive	PS, SDEP; EPS, DGs, Accounting Officers; CoG leadership, Parliamentary Economic and Planning Committee, CoG Finance and Economic Planning committee	½ Day	70	Consultant — Logistics; Conference fees; Meals
National and County Executive	Principal Secretary SDEP, CECMs responsible for Economic Planning, Directors in Key MDAs & Directors	1 Day	100	Consultant — Logistics; Conference fees; Meals
Top Management of SDEP/MEPIM	PS SDEP, Heads/Deputies of Directorates; Senior Officers, Heads of SAGAs in SDEP	2 Days	50	Consultant — Logistics; Conference fees; Meals
Stakeholders	Different segments of stakeholders i.e (ICTA, NT, SDPIAM, CoG, County Chief officers, Dev Partners, Cities and municipal Board managers)	5 Days (50 pax per day)	250	Consultant — Logistics; Conference fees; Meals

9.2 Communication Plan

9.2.1 Introduction

The Project steering committee will develop a Communication Strategy that provides a comprehensive framework for engaging stakeholders across national and county governments. The strategy emphasizes inclusivity, transparency, and responsible data governance to foster participation, build capacity, and ensure communication supports digitization of planning, monitoring, and evaluation processes.

9.2.2 Objectives of the Communication Plan

- i. **Awareness Creation and Understanding:** Increase awareness of e-NIMES/e-CIMES, its purpose, and services across all stakeholders and the public where applicable.
- ii. **Stakeholder Engagement and Collaboration:** Facilitate structured communication with MDAs, Counties, Cities/Municipalities, private sector partners, and civil society.
- iii. **Capacity Building Support:** Provide clear guidance, training materials, and tools that enhance user readiness and promote effective use.
- iv. **Transparency and Accountability:** Share timely updates on development, governance, functionalities, and performance.
- v. **Reputation and Brand Management:** Position e-NIMES/e-CIMES as a reliable, secure, and value-adding platform for performance information management and data exchange.

9.2.3 Communication Domains

- i. **Public Communication:** Enhance visibility where public-facing information is applicable.
- ii. **Stakeholder Engagement:** Support meaningful participation and collaborative design with cross-government stakeholders.
- iii. **Internal Communication:** Strengthen coordination, knowledge-sharing, and cohesion across administrative units.
- iv. **Reputation Management:** Protect the credibility and institutional integrity of the platform.
- v. **Digital Outreach:** Utilize web, digital, and mobile platforms for scalable, inclusive, and timely communication.

9.2.4 Guiding Principles

Communication will be guided by:

- i. **Clarity:** Simple, understandable messaging tailored to diverse user groups.
- ii. **Consistency:** Cohesive and uniform messaging across all official channels.
- iii. **Responsiveness:** Agile communication based on emerging parliamentary needs and real-time information.

- iv. **Inclusivity:** Ensuring all parliamentary committees, offices, regions and partners are represented.
- v. **Credibility:** Maintaining professionalism, accuracy and data integrity.

9.2.5 Channel Architecture and Digital Integration

- i. **Traditional Channels:** Forums, circulars, print notices, workshops
- ii. **Digital Platforms:** e-NIMES/e-CIMES portal, websites, dashboards, bulletins, email newsletters
- iii. **Social Media:** (Where applicable) for general public updates including AI and ML
- iv. **Internal Platforms:** Intranet, internal bulletins, collaboration tools

9.2.6 Scope and Coverage

Pre-Implementation: Awareness, sensitization, stakeholder buy-in

Implementation: User training, technical support communication, change updates, stakeholder onboarding

Post-Implementation: Continuous engagement, system improvement updates, feedback loops, performance reporting

Stakeholders include SDEP/MEPIM staff, MDAs, Counties, Cities/Municipalities, private sector service providers, development partners, and the public.

9.3 Monitoring and Evaluation (M&E)

The Monitoring, Evaluation, and Learning (MEL) framework for the communication strategy provides a systematic assessment of effectiveness, efficiency, reach, and quality of communication interventions supporting the rollout and institutionalization of e-NIMES/e-CIMES. The framework ensures that communication activities remain results-oriented, adaptive, and responsive to stakeholder needs while contributing to transparency, accountability, and continuous system improvement.

Objectives

The M&E of the Communication Strategy aims to:

- i. Track implementation and performance of communication activities.
- ii. Measure stakeholder awareness, understanding, and engagement.
- iii. Inform timely adjustments to communication approaches and tools.
- iv. Support transparency, accountability, and system credibility.

Key Performance Indicators (KPIs)

The indicators outlined below provide a structured framework for monitoring and evaluating the performance and results of the Communication Strategy for e-NIMES/e-CIMES. They track progress

along the results chain ensuring that communication activities are adequately resourced, effectively implemented, and contribute to sustained system uptake, informed decision-making, and institutional credibility.

Evaluation Methods

Evaluation will use a mixed-methods approach, combining review of communication products, analysis of digital and system analytics, stakeholder surveys, and post-training assessments. Key informant interviews and targeted consultations will capture stakeholder perceptions, learning, and reputational effects. Baseline and follow-up assessments will be used where feasible to measure change over time and inform adaptive management.

Feedback Mechanisms

Feedback will be collected through built-in feedback tools within the e-NIMES/e-CIMES platforms, a dedicated helpdesk and email support channels, and post-training and stakeholder engagement evaluation forms. Periodic stakeholder surveys and consultative forums will provide additional qualitative insights. All feedback will be documented, reviewed regularly, and used to inform communication improvements and system enhancements

9.4 Risk Management


Risk management will focus on identifying and mitigating communication-related risks that may affect stakeholder understanding, engagement, and trust. Key risks include:

- i. **Data Security and Privacy Risks:** Use secure communication channels, conduct regular audits, and ensure full compliance with the Data Protection Act (2019).
- ii. **Misinformation or Confusion:** Apply clear and consistent messaging, maintain updated FAQs, harmonize communication across channels, and issue rapid clarifications when needed.
- iii. **Technical Failures or Downtime:** Provide real-time system status updates, user support, advance maintenance notices, and activate fallback communication channels.
- iv. **Regulatory or Policy Shifts:** Issue timely policy briefings, apply adaptive messaging, and maintain close liaison with relevant authorities.
- v. **Resistance to Change:** Promote early stakeholder engagement, targeted training, use of change champions, and benefits-focused messaging.
- vi. **Negative Perception or Reputational Risks:** Ensure proactive communication, share success stories, practice transparent reporting, and maintain open feedback channels.

9.4.1 Risk Management Protocols

To ensure effective handling of communication-related risks, a structured set of protocols will guide timely detection, response, and mitigation. These protocols aim to protect stakeholder trust, maintain message consistency, and support continuous learning from incidents.

- i. **Early Detection:** Continuously monitor feedback, system usage, media mentions, and stakeholder concerns to identify potential risks promptly.
- ii. **Rapid Response:** Activate a designated communication response team to issue clarifications, corrections, or official updates as needed.

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- iii. **Escalation:** High-risk issues are escalated to the Steering Committee for guidance and decision-making.
 - iv. **Documentation:** Record all incidents, responses, and corrective actions for accountability and learning.
 - v. **Post-Incident Review:** Conduct root-cause analysis and implement preventive measures to reduce recurrence of similar risks.

CHAPTER TEN

HARDWARE REQUIREMENTS

10.0 Introduction

This chapter outlines the minimum hardware and infrastructure requirements necessary to support the secure, reliable, and scalable operation of the e-NIMES system across national and sub-national levels of government. The specifications are designed to ensure high availability, data sovereignty, cybersecurity compliance, and alignment with Government of Kenya ICT standards.

10.1 Data Centre / Hosting Specifications

The e-NIMES/e-NIMES system must be hosted in a centralized, secure government data center to ensure data sovereignty and high availability.

- i. **Redundancy:** The data center must provide N+1 redundancy for power, cooling, and network connectivity.
- ii. **Environmental Controls:** Precision cooling systems and fire suppression mechanisms must be in place, conforming to the Data Centre Standard (2023).
- iii. **Business Continuity:** An off-site Disaster Recovery (DR) location is mandatory, with real-time data replication to ensure minimal data loss in the event of a primary site failure.
- iv. **Cloud Readiness:** The infrastructure must support virtualization and multi-tenancy, facilitating the "Cloud-First" strategy of the Ministry of Information, Communications and the Digital Economy.

10.2 End User Specifications

Government employees must be provided with appropriate computing devices to access the system. All end-user devices must meet the minimum GoK specifications as defined in the End-User Computing Devices Standard (2023).

Device Category	Minimum Specifications	Primary User Group
Desktop Computer	Latest Core i7 or equiv; 16GB RAM; 512GB SSD; 24" Monitor. ³⁰	Office-based M&E and ICT staff.
Laptop Computer	Latest Core i5/i7; 16GB RAM; 512GB SSD; Integrated GPS & 4G. ³⁰	Field-based M&E and Supervisory staff.
Tablet Device	10" Screen; 8GB RAM; 128GB Storage; Rugged casing; GPS & 4G/5G.	Field data collection officers.
Smartphone	6" Screen; High-res Camera; GPS; 4G/5G; Secure OS.	Community and project site inspectors.

10.3 WAN/LAN Specifications

Reliable wide area and local area networking are essential for the nationwide operation of e-NIMES.

- i. **National Connectivity:** Organizations must leverage the National Optic Fibre Backbone Infrastructure (NOFBI) for high-speed connectivity between the data center and county headquarters.
- ii. **Local Networking:** MDACs must maintain standard, documented network configurations to protect against internal threats and unauthorized access.
- iii. **Security:** All network devices (routers, switches, firewalls) must be updated to the latest stable versions of their security-related software.

10.4 Internet Capacity

The hosting data center must have sufficient dedicated internet bandwidth to accommodate the concurrent traffic of over 1,200 administrative users and potentially millions of public viewers. The capacity should be scalable, allowing for rapid increases in bandwidth during peak reporting periods (e.g., end of the financial year).

CHAPTER ELEVEN

SUPPORT AND MAINTENANCE

11.0 Introduction

The Consortium Firm shall provide comprehensive post-implementation Support and Maintenance Services for the e-NIMES / e-CIMES platform to ensure system stability, optimal performance, security integrity, and continuous availability. The Firm shall provide structured support services during the warranty/defects liability period and, where applicable, under a renewable Annual Maintenance Contract (AMC).

11.1 Support Terms and SLAs

The Consortium Firm shall define and commit to measurable Service Level Agreements covering system availability, incident response times, resolution timelines, and escalation procedures.

System Availability:

- Minimum 99.5% uptime, excluding approved scheduled maintenance.
- Minimum 48 hours' notice for planned downtime.

Incident Classification and Resolution:

Severity Level	Description	Response Time	Resolution Time
Critical (P1)	System unavailable or major failure	Within 1 hour	Within 4–8 hours
High (P2)	Major functionality impaired	Within 2 hours	Within 24 hours
Medium (P3)	Minor functionality issue	Within 4 hours	Within 3 working days
Low (P4)	Cosmetic/service request	Within 1 working day	Within 5 working days

Escalation Levels:

- Level 1 – Helpdesk Support
- Level 2 – Technical/Application Specialists
- Level 3 – System Architects / Consortium Lead
- Designated Government Focal Person for escalation

The Firm shall submit monthly SLA performance reports and Root Cause Analysis (RCA) reports for major incidents.

11.2 Maintenance Services

The Firm shall provide preventive, corrective, adaptive, and perfective maintenance services.

Preventive Maintenance:

- i. Routine system health checks and performance optimization.
- ii. Database tuning and log monitoring.
- iii. Patch management and security updates.

Corrective Maintenance:

- i. Fixing bugs, defects, and performance issues.
- ii. Addressing identified security vulnerabilities.

Adaptive Maintenance:

- i. System adjustments due to regulatory or policy changes.
- ii. Compatibility updates for integrated systems.

Perfective Maintenance:

Performance improvements and minor approved enhancements.

11.3 Technical Support Services

The Firm shall provide structured technical support services including:

- i. Remote and onsite technical support as required.
- ii. Continuous system monitoring and anomaly detection.
- iii. Security patching and vulnerability scanning support.
- iv. Infrastructure and backup verification support.
- v. Support during audits and compliance assessments.

11.4 Helpdesk Services

The Firm shall establish a centralized Helpdesk with:

- i. Ticketing system with unique reference numbers.
- ii. Dedicated support email and telephone support.
- iii. Online support portal (where applicable).
- iv. Escalation and issue tracking mechanism.
- v. Monthly helpdesk performance and trend analysis reports.

A knowledge base including FAQs, troubleshooting guides, and user manuals shall be maintained.

11.5 Customer Sensitization

The Firm shall conduct structured user sensitization and capacity-building initiatives including:

- i. Training of Trainers (ToT) programs.
- ii. End-user and administrator training sessions.
- iii. Refresher training programs.
- iv. Sensitization workshops and change management support.

All training materials shall remain the property of the Government.

11.6 Final Handover and Documentation

At project completion, the Firm shall undertake a structured handover process including provision of:

- i. System Architecture Documentation;
- ii. Source Code Repository (as per contract terms);
- iii. Database and API Documentation;
- iv. Configuration and Deployment Manuals;
- v. Security Documentation;
- vi. Backup and Disaster Recovery Procedures; and
- vii. System Administration and User Manuals.

The Firm shall conduct knowledge transfer sessions and formally hand over administrative credentials under secure procedures. A signed Handover and Final Acceptance Certificate shall be issued upon satisfactory completion.

SECTION 6. CONDITIONS OF CONTRACT AND CONTRACT FORMS

Preface

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

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum Contract

Consulting Services for:

Contract No.: _____

Contract Description: _____

Between

_____ *[Name of the Procuring Entity]*

and

_____ *[Name of the Consultant]*

Date:

I. FORM OF CONTRACT - LUMP-SUM

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

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

WHEREAS

- a) The Procuring Entity has requested the Consultant to provide certain consulting services as defined in this Contract (herein after called the “Services”);
 - b) the Consultant, having represented to the Procuring Entity that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
 - c) the Procuring Entity has set aside a budget and funds toward the cost of the Services and intends to apply a portion of these funds towards payments under this Contract;
- NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract;
 - b) The Special Conditions of Contract;
 - c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price
 - Appendix D: Form of Advance Payments Guarantee

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

2. The mutual rights and obligations of the Procuring Entity and the Consultant shall be asset for thin the Contract, in particular:
 - a) The Consultant shall carryout the Services in accordance with the provisions of the Contract; and
 - b) the Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of..... [Name of Procuring Entity]
[Authorized Representative of the Procuring Entity–name, title and signature]

For and on behalf of..... [Name of Consultant or Name of a Joint Venture]
[Authorized Representative of the Consultant–name and signature]

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

For and on behalf of each of the members of the Consultant..... [Insert the Name of the Joint Venture]
[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture] [Add signature blocks for each member if all are signing]

SECTION 7: GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1. Definitions

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

- a) “Applicable Law” means the laws and any other instruments having the force of law in Kenya.
- b) “Consultant” means a legally-established professional consulting firm or entity selected by the Procuring Entity to provide the Services under the signed Contract.
- c) “Contract” means the legally binding written agreement signed between the Procuring Entity and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- d) “Procuring Entity” means the Procuring Entity that signs the Contract for the Services with the selected Consultant.
- e) “Day” means a working day unless indicated otherwise.
- f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- h) “Foreign Currency” means any currency other than the currency of Kenya.
- i) “GCC” mean these General Conditions of Contract.
- j) “Government” means the government of Kenya.
- k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- m) “Local Currency” means the Kenya Shillings, the currency of Kenya.
- n) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part here of under the Contract.
- o) “Party” means the Procuring Entity or the Consultant, as the case may be, and “Parties” means both of them.
- p) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- q) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- r) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

- (t) “Third Party” means any person or entity other than the Government, the Procuring Entity, the Consultant or a Sub-consultant.

2. Relationship between the Parties

- 2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

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

4. Language

- 4.1 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

- 5.1 The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

- 6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the English Language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

- 6.2 A Party may change its address for notice here under by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

- 7.1 The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

8. Authority of Member in Charge

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

9. Authorized Representatives

- 9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Entity or the Consultant may be taken or executed by the officials specified in the SCC.

10. Corrupt and Fraudulent Practices

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

- 10.2 Commissions and Fees-**The Procuring Entity requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to a gents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract by the Procuring

B. Commencement, Completion, Modification and Termination of Contract

11 Effectiveness of Contract

11.1 This Contract shall come into force and effect on the date (the “Effective Date”) of the Procuring Entity's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

12 Termination of Contract for Failure to Become Effective

12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect there to.

13 Commencement of Services

13.1 The Consultant shall confirm availability of Key Experts and begins carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14 Expiration of Contract

14.1 Unless terminated earlier pursuant to Clause GCC19hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15 Entire Agreement

15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16 Modifications or Variations

16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

17 Force Majeure

a. Definition

17.1 For the purposes of this Contract, “Force Majeure” means event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2 Force Majeure shall not include (i) any event which his caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or over come in the carrying out of its obligations here under.

17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.

b. No Breach of Contract

17.4 The failure of a Party to fulfill any of its obligations here under shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be taken

- 17.5 A party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- a) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
 - b) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Entity, shall either:
 - c) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Entity, in reactivating the Services; or
 - d) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed or additional costs reasonably and necessarily incurred.
- 17.7 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18 Suspension

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

19 Termination

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

a. By the Procuring Entity

- 19.1.1 The Procuring Entity may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence, the Procuring Entity shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):
- a If the Consultant fails to remedy a failure in the performance of its obligations here under, as specified in a notice of suspension pursuant to Clause GCC 18;
 - b If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go in to liquidation or receivership whether compulsory or voluntary;
 - c If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
 - d If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
 - e If the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
 - f If the Consultant fails to confirm availability of Key Experts as required in Clause GCC13.

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

b. By the Consultant

- a) The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Entity, in case of the occurrence of any of the events specified in paragraphs(a)through(d)of this Clause.
- b) If the Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- d) If the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC45.1.
- e) If the Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Entity of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC14, all rights and obligations of the Parties here under shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC22, (iii) the Consultant's obligation to permit in section, copying and auditing of their accounts and records set forth in Clause GCC25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided, respectively, by Clauses GCC27or GCC28.

e. Payment up on Termination

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

- a) Payment or Services satisfactorily performed prior to the effective date of termination; and
- b) In the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

16. General

a. Standard of Performance

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

- 20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Entity. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

- 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5 Throughout the execution of the Contract, the Consultants shall comply with the import of goods and services prohibitions in Kenya when
- a As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
 - b by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 20.6. The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21 Conflict of Interests

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

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

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

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Entity on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Entity.

b. Consultant and Affiliates Not to Engage in Certain Activities

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

c. Prohibition of Conflicting Activities

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

d. Strict Duty to Disclose Conflicting Activities

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

22 Confidentiality

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

23 Liability of the Consultant

- 23.1 Subject to additional provisions, if any, set for in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24 Insurance to be taken out by the Consultant

- 24.1 The Consultant (i) shall take out and maintain and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC13.

25 Accounting, Inspection and Auditing

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

26 Reporting Obligations

- 26.1 The Consultant shall submit to the Procuring Entity the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

27 Proprietary Rights of the Procuring Entity in Reports and Records

- 27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Entity in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Entity. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Entity.
- 27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements, and the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28 Equipment, Vehicles and Materials

- 28.1 Equipment, vehicles and materials made available to the Consultant by the Procuring Entity or purchased by the Consultant wholly or partly with funds provided by the Procuring Entity, shall be the property of the

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

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

D. Consultant's Experts and Sub-consultants

29 Description of Key Experts

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

30 Replacement of Key Experts

- 30.1 Except as the Procuring Entity may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forth with provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31 Removal of Experts or Sub-consultants

- 31.1 If the Procuring Entity finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Entity determine that Consultant's Expert or Sub consultant have engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practice while performing the Services, the Consultant shall, at the Procuring Entity's written request, provide a replacement.
- 31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Entity to be incompetent or incapable in discharging assigned duties, the Procuring Entity, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 31.3 Any replacement of the removed Experts or Sub consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Entity.
- 31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. Obligations of the Procuring Entity

32 Assistance and Exemptions

- 32.1 Unless otherwise specified in the SCC, the Procuring Entity shall use its best efforts to:
- a Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
 - b Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Kenya while carrying out the Services under the Contract.
 - c Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Expert and their eligible dependents.
 - d Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
 - e Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Kenya according to the applicable

law in Kenya

- f Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Kenya, of bringing in to Kenya reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- g Provide to the Consultant any such other assistance as may be specified in the SCC.

33 Access to Project Site

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

34 Change in the Applicable Law Related to Taxes and Duties

- 34.1 If, after the date of this Contract, there is any change in the applicable law in Kenya with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1

35 Services, Facilities and Property of the Procuring Entity

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

36 Counterpart Personnel

- 36.1 The Procuring Entity shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Entity with the Consultant's advice, if specified in Appendix A.
- 36.2 Professional and support counterpart personnel, excluding Procuring Entity's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work as signed to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.

37 Payment Obligation

- 37.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCCF below.

F. Payments to the Consultant

38 Contract Price

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

39 Taxes and Duties

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

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

40 Mode of Billing and Payment

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

40.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.

40.2.1 Advance payment: Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Entity in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (I) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as the Procuring Entity shall have approved in writing. The advance payments will be set off by the Procuring Entity in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.

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

40.2.3 The Final Payment: The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall then be deemed completed and finally accepted by the Procuring Entity. The last lump-sum installment shall be deemed approved for payment by the Procuring Entity within ninety (90) calendar days after receipt of the final report by the Procuring Entity unless the Procuring Entity, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and there after the fore going process shall be repeated.

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

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

41 Interest on Delayed Payments

41.1 If the Procuring Entity had delayed payments beyond thirty (30) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. Fairness and Good Faith

42 Good Faith

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

H. Settlement of Disputes

43 Amicable Settlement

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

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

following the response of that Party, Clause GCC 45.1 shall apply.

44 Dispute Resolution

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

SECTION 8: SPECIAL CONDITIONS OF CONTRACT

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of Kenya
4.1	The language is: English
6.1 and 6.2	<p>The addresses are <i>[fill in at negotiations with the selected firm]</i>:</p> <p>Procuring Entity: State Department for Economic Planning Attention: The Principal Secretary Facsimile: N/A E-mail: procurement@planning.go.ke</p> <p>Consultant: _____ Attention: _____ Facsimile: _____ E-mail: _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state "N/A";</i> <i>OR</i> <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i> The Lead Member on behalf of the JV is _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: [name, title]____</p> <p>For the Consultant: [name, title]____</p>
11.1	<p>The effectiveness conditions are the following: <i>[Note: If there are no effectiveness conditions, state "N/A"]</i></p> <p><i>OR</i></p> <p><i>List here any conditions of effectiveness of the Contract, e.g., receipt by the Consultant of an advance payment, and by the Procuring Entity of an advance payment guarantee (see Clause SCC45.1(a)), etc.]</i></p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be Three (3) Months.</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be: Fifteen (15)</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Entity in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract: 18 Months after Commencement</p> <p>The time period shall be Eighteen Months (18) Months.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
21.1.3.	<p>The Procuring Entity reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>
23.1	<p>No additional provisions.</p> <p><i>[OR</i></p> <p>The following limitation of the Consultant’s Liability towards the Procuring Entity can be subject to the Contract’s negotiations:</p> <p>“Limitation of the Consultant’s Liability towards the Procuring Entity:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Entity’s property, shall not be liable to the Procuring Entity:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds two times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 20px;">(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="padding-left: 20px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.</p> <p><u><i>[Notes to the Procuring Entity and the Consultant:</i></u></p> <p><i>Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant’s liability under the Contract should be carefully scrutinized by the Procuring Entity <u>prior to accepting any changes</u> to what was included in the issued RFP.</i></p> <p><i>To be acceptable to the Procuring Entity, any limitation of the Consultant’s liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Procuring Entity, and (b) the Consultant’s ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant’s liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Procuring Entity.</u> Also, the Consultant’s liability should never be limited for loss or damage caused by the Consultant’s gross negligence or willful misconduct.</i></p> <p><i>The Procuring Entity does not accept a provision to the effect that the Procuring Entity shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Procuring Entity to the extent permissible by the law applicable in Kenya.]</i></p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of _____ <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Procuring</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Entity’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the applicable law in the Procuring Entity’s country”]</i>;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the applicable law in Kenya”]</i>;</p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the Applicable Law in Kenya, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	<p>The additional rights to the use of the documents are: <i>[If applicable, insert any exceptions to proprietary rights provisions]</i></p>
27.2	<p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be indicated as Not Applicable.</i></p> <p><i>If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p><i>[The Consultant shall not use these [insert what applies..... documents and software....] for purposes unrelated to this Contract without the prior written approval of the Procuring Entity.]</i></p> <p><i>[OR]</i></p> <p><i>[The Procuring Entity shall not use these [insert what applies..... documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Consultant.]</i></p> <p><i>[OR]</i></p> <p><i>[Neither Party shall use these [insert what applies..... documents and software.....] for purposes unrelated to this Contract without the prior written approval of the other Party.]</i></p>
32.1 (a) through (f)	<p><i>[List here any changes or additions to Clause GCC 32.1. If there are no such changes or additions, indicate Not Applicable.]</i></p>
32.1(g)	<p><i>[List here any other assistance to be provided by the Procuring Entity. If there is no such other assistance, indicate Not Applicable for this Clause SCC 32.1(g).]</i></p>
38.1	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive]</i> of local taxes.</p> <p>Any local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: “be paid” or “reimbursed”]</i> by the Procuring Entity <i>[insert as appropriate: “for “or “to”]</i> the Consultant.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract’s negotiations on the basis of the tax amounts provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.</i></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract												
39.1 and 39.2	<p><i>[The Procuring Entity, depending on the source of funds and tax exemptions already granted by the Government, shall decide whether the Consultant (i) should be exempted from local tax, or (ii) should be reimbursed by the Procuring Entity for any such tax they might have to pay (or that the Procuring Entity would pay such tax on behalf of the Consultant)]</i></p> <p>The Procuring Entity warrants that <i>[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract’s negotiations (Form FIN-2)]</i></p> <p><i>If ITC16.3 indicates a tax exemption status, include the following: “the Consultant, the Sub-consultants and the Experts shall be exempt from”</i></p> <p>OR</p> <p><i>If ITC16.3 does not indicate the exemption and, depending on whether the Procuring Entity shall pay the withholding tax or the Consultant has to pay, include the following:</i></p> <p><i>“the Procuring Entity shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “the Procuring Entity shall reimburse the Consultant, the Sub-consultants and the Experts”]</i></p> <p>any taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Procuring Entity’s country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of Kenya), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into Kenya by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Procuring Entity and which is treated as property of the Procuring Entity;</p> <p>(d) any property brought into Kenya by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of Kenya), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Procuring Entity’s country, provided that:</p> <p>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of Kenya in importing property into Kenya; and</p> <p>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Procuring Entity’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of Kenya, or (b) shall reimburse them to the Procuring Entity if they were paid by the Procuring Entity at the time the property in question was brought into the Procuring Entity’s country.</p>												
40.2	<p>The payment schedule: (To be reviewed after Negotiations)</p> <table border="1" data-bbox="240 1473 1495 2119"> <tbody> <tr> <td data-bbox="240 1473 475 1675">Mobilization & Design Sign-Off</td> <td data-bbox="475 1473 1251 1675">D-01 Project Inception Report D-02 Requirements Analysis D-03 System Architecture Design D-04 Data Model & Database Schema D-05 UI/UX Prototypes</td> <td data-bbox="1251 1473 1495 1675">10%</td> </tr> <tr> <td data-bbox="240 1675 475 1794">Core System & Integration Completion</td> <td data-bbox="475 1675 1251 1794">D-06 Functional System Modules Prototype / MVP (Working System) D-07 Integration Framework D-08 Data Migration Report</td> <td data-bbox="1251 1675 1495 1794">30%</td> </tr> <tr> <td data-bbox="240 1794 475 1928">Testing, Quality Assurance & Pilot Sign-Off</td> <td data-bbox="475 1794 1251 1928">D-09 Test Reports (UAT, SIT, Performance) Pilot Reports – 5 Counties Pilot Reports – 5 MDAs Pilot Reports – 5 Municipalities</td> <td data-bbox="1251 1794 1495 1928">30%</td> </tr> <tr> <td data-bbox="240 1928 475 2119">Deployment, Training & Handover</td> <td data-bbox="475 1928 1251 2119">D-10 Training Materials & Manuals D-11 Training Completion Reports D-12 Production System (Go-Live) D-13 Handover Report D-14 SLA Agreement & Warranty Activation</td> <td data-bbox="1251 1928 1495 2119">20%</td> </tr> </tbody> </table>	Mobilization & Design Sign-Off	D-01 Project Inception Report D-02 Requirements Analysis D-03 System Architecture Design D-04 Data Model & Database Schema D-05 UI/UX Prototypes	10%	Core System & Integration Completion	D-06 Functional System Modules Prototype / MVP (Working System) D-07 Integration Framework D-08 Data Migration Report	30%	Testing, Quality Assurance & Pilot Sign-Off	D-09 Test Reports (UAT, SIT, Performance) Pilot Reports – 5 Counties Pilot Reports – 5 MDAs Pilot Reports – 5 Municipalities	30%	Deployment, Training & Handover	D-10 Training Materials & Manuals D-11 Training Completion Reports D-12 Production System (Go-Live) D-13 Handover Report D-14 SLA Agreement & Warranty Activation	20%
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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract		
	12-Month Warranty Support	& Quarterly System Health Check Reports (×4) Bug Fix Logs & Resolution Reports Minor Enhancement Delivery Notes Final Warranty Completion Certificate	10% (Retention)
	<p><i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC38.1. Every Payment shall be subject to (i) submission to the Procuring Entity of the prerequisite Report and/or payment request documents, and, (ii) approval and acceptance of the said reports and documents by the Procuring Entity]</i></p>		
40.2.1	The following provisions shall apply to the advance payment and the advance bank payment guarantee: Not Applicable.		
40.2.4	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>		
41.1	The interest rate is: <i>[insert rate]</i> .		
44.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Procuring Entity and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>		

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [<i>If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in [<i>select a country which is neither the Procuring Entity's country nor the Consultant's country</i>];</p> <p>(b) the [<i>type of language</i>] language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

SECTION 9: APPENDICES

Appendix A – Terms of Reference

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

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

.....

Appendix B - Key Experts

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

.....

Appendix C – Breakdown of Contract Price

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

Appendix D - Form of Advance Payment Guarantee

[Note: See Clause GCC 41.2.1 and SCC 41.2.1]

Bank Guarantee for Advance Payment _____ [Bank's Name and Address of Issuing Branch or Office] Beneficiary: _____ [Name and Address of Procuring Entity]
Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

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

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

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made Full repayment of the amount of the advance payment, or on the day of _____, ² whichever is earlier.

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

[Signature]

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