



REPUBLIC OF KENYA

**MINISTRY OF LABOUR AND SOCIAL PROTECTION
STATE DEPARTMENT FOR SOCIAL PROTECTION**

TENDER REF No: ML&SP/MPSP /01/OT/2020-2021

ISSUED ON: 23RD MARCH 2021

**Assignment Name: PROCUREMENT OF MULTIPLE PAYMENT
SERVICE PROVIDERS FOR *INUA JAMII*
CASH TRANSFER PROGRAMME**

Closing Date: 15th APRIL, 2021 AT 1100 HRS

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SECTION I: INVITATION TO TENDER

TENDER REF No: ML&SP/MPSP /01/OT/2020-2021

TENDER NAME: PROCUREMENT OF MULTIPLE PAYMENT SERVICE PROVIDERS FOR *INUA JAMII* CASH TRANSFER PROGRAMME.

- 1.1 The Ministry of Labour and Social Protection (ML&SP) through the State Department for Social Protection (SDSP) invites sealed tenders from eligible tenderers for the Provision of Financial Services for the Inua Jamii Cash Transfer Programme.
- 1.2 Interested eligible tenderers may obtain further information from and inspect the tender documents at Head, Supply Chain Management Services office situated at NSSF Building along Bishop Road, Block 'A', Eastern Wing, 14th Floor during normal working hours (0800 hrs to 1700 hrs).
- 1.3 A complete tender document may be obtained by interested tenderers upon payment of a non-refundable fee of KShs. 2,000, either: in cash payable at accounts office situated on the 2nd floor of NSSF Building Block 'A', Eastern Wing; or in a Bankers' Cheque payable to the Principal Secretary, State Department for Social Protection; or downloaded free of charge from the Ministry website (www.socialprotection.go.ke).
- 1.4 Prices quoted should be net of all applicable taxes and costs must be expressed in Kenya Shillings and shall remain valid for the contract period.
- 1.5 Tenders shall remain valid for 120 days after the date of tender opening.
- 1.6 The tenderer shall furnish, as part of its tender, a Tender Security of KShs. 5,000,000.00 in form of Cash, Bank Guarantee, Bankers Cheque, or an Insurance Guarantee approved by the Public Procurement Regulatory Authority (PPRA).
- 1.7 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the Tender Box provided at NSSF Building, Eastern Wing, Block 'A', 14th Floor; or addressed to "Principal Secretary, State Department for Social Protection, P. O. Box 40326-00100, Nairobi" to be received on or before 15th April, 2021 at 1100 Hrs.
- 1.8 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at NSSF Building, Eastern Wing, Block 'A', 7th Floor boardroom immediately after closing on 15th April, 2021 at 1100 Hrs.

Late submissions will not be accepted.

Head, Supply Chain Management Services
For: PRINCIPAL SECRETARY

ACRONYMS

API	Application Programming Interfaces
CCTPMIS	Consolidated Cash Transfer Programme Management Information System
CT-OVC	Cash Transfer for Orphans and Vulnerable Children
DSA	Directorate of Social Assistance
EFC	Error, Fraud and Corruption
EIP	Economic Inclusion Programme
EMVco	Euro MasterCard Visa Company
PSP	Payment Service Provider
GCC	General Conditions of Contract
HSNP	Hunger Safety Net Programme
ID	Identification Number
IPRS	Integration Population Registration System
KSEIP	Kenya Social Economic Inclusion Project
KShs	Kenya Shillings
KYC	Know Your Customer
ML&SP	Ministry of Labour and Social Protection
MIS	Management Information System
NSNP	National Safety Net Programme
NSSF	National Social Security Fund
NICHE	Nutrition Improvement through Cash and Health Education
OPCT	Older person cash transfer
PIN	Personal Identification Number
PwSD	Persons with Severe Disabilities
SCC	Special Conditions of Contract
SCMU	Supply Chain Management Unit
SDSP	State Department of Social Protection
T&C	Terms and Conditions
UCB	Universal Child Benefit

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 166 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall be KShs. 2,000/=.
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders:
 - i) Instructions to tenderers;
 - ii) General Conditions of Contract;
 - iii) Special Conditions of Contract;
 - iv) Schedule of Requirements;
 - v) Details of service;
 - vi) Form of tender;
 - vii) Price schedules;
 - viii) Contract form;
 - ix) Confidential business questionnaire form;
 - x) Tender security form;
 - xi) Performance security form;

- xii) Principal's or manufacturers authorization form;
- xiii) Declaration form.

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents.

2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

- a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below;
- b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c) Tender security furnished is in accordance with Clause 2.12;
- d) Confidential business questionnaire.

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7.
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee;
 - b) Cash;
 - c) Such insurance guarantee approved by the Authority; or
 - d) Letter of credit.
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) In the case of a successful tenderer, *if* the tenderer fails:
 - i) to sign the contract in accordance with paragraph 2.29; or
 - ii) to furnish performance security in accordance with paragraph 2.27.
 - (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
- a) be addressed to the Procuring entity at the address given in the invitation to tender;
 - b) bear tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE (day, date and time of closing)”.
- 2.15.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.1. Not later than (day, date and time of closing).
- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the Tender Box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at time, day, and date of closing and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- a) operational plan proposed in the tender;
- b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3, the following evaluation methods will be applied:

(a) *Operational Plan*

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule*

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured;
- (b) Legal capacity to enter into a contract for procurement;
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing; and
- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.4 Subject to paragraph 2.26 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.26 Signing of Contract

- 2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1 – Eligible tenderers	As per section I - Invitation to Tenderers
2.10 – Currency	Kenya shillings
2.11 – Eligibility and qualifications evidence documents required	Provide the following compulsory documents 1) Valid Tax compliance certificate; 2) Certificate of incorporation/registration certificate; 3) KRA PIN Certificate; 4) Audited financial statements for the latest three (3) years; 5) License to provide payment services as issued by regulatory body (Central Bank or the Government of Kenya); 6) Evidence of compliance to Ministry of Health COVID-19 guidelines and protocols; 7) Business questionnaire duly filled and signed. 8) Form of Tender dully filled and signed. 9) Tender Validity for 120 days after date of tender opening.
2.12 – Tender security	Tender Security of KShs. 5,000,000.00 in form of Cash, Bank Guarantee, Bankers Cheque, or an Insurance Guarantee approved by the Public Procurement Regulatory Authority (PPRA) valid for thirty (30) days after expiry of bid validity.
2.15.1(b) “DO NOT OPEN BEFORE”	15th April, 2021 at 1100 hrs.
2.16.3 Delivery of bulky tender documents:	Bulky tenders to be registered with the office of the Head of Supply Chain Management services, during official working hours, between 8.00 a.m. and 5.00p.m at 14th floor, NSSF Building, Block A’, Eastern Wing, before the tender submission dateline.
2.18.1 Opening of tenders	Tenders will be opened immediately after closing on 15th April, 2021 at 1100 hrs at State Department for Social Protection HQS located at NSSF Building, Block ‘A’, Eastern Wing 7th Floor Boardroom, at 1100 hrs.

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.24.1 - Particulars of post-qualification:	Provide audited accounts for the last three (3) years. Evidence of having carried business of similar nature for the last 5 years. (Attach contracts and references at least 3 referees)
2.24.4 Award of Contract	Award of contract will be to multiple PSPs at standard negotiated rates with the technically qualified and lowest bidder in each zone.
2.27.1 Particulars of performance security	Kes.50,000,000 in form of (a) bank guarantee, or (b) Cash, or (c) Such insurance guarantee approved by the Authority.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract, the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals, which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section.
- g) “SCC” means the special conditions of contract.
- h) “Day” means calendar day.

3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements.

3.4 Use of contract documents and information

3.5 Patent Rights

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

- 3.6.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash;
 - b) A bank guarantee;
 - c) Such insurance guarantee approved by the Authority; or
 - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

- 3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC.

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.10 Termination for Default

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity;
- b) if the tenderer fails to perform any other obligation(s) under the Contract; or
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

The procuring entity may at the any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for convenience

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

The contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC.

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC.

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract (SCC) shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6 Specify performance security	Kes.50,000,000 in form of (a) bank guarantee, or (b) Cash, or (c) Such insurance guarantee approved by the Authority – PPRA valid for the contract period.
3.8 .1 Payment to tenderer	Commission Payments to PSP is on monthly basis upon provision of both credit and movement reports on unique withdrawals on the agreed rate per transaction and upon certification that the services were rendered satisfactorily.
3.9 Specify price adjustments allowed	Price adjustments not allowed.
3.14 Specify resolution of disputes	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser’s country, the dispute shall be referred to arbitration in accordance with the Arbitration Act of Kenya.</p> <p>In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Kenya;</p> <p>(b) English 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>
3.17 Specify applicable law	The Contract shall be construed in accordance with the law of Republic of Kenya.
3.18 Indicate addresses of both parties	<p>The addresses are:</p> <p>Principal: 4 Ministry of Labour and Social Protection Principal Secretary State Department for Social Protection P. O. Box 40326-00100 Nairobi E-mail: ps@socialprotection.go.ke</p>

General conditions of contract reference	Special conditions of contract
	The address of the PSP will be provided by the winning firm after award of contract.

SECTION V: EVALUATION CRITERIA

Table 1: Preliminary evaluation criteria

No.	Information Required	Information provided	Remarks
1.	Registration Certificate/ Certificate of incorporation		
2.	KRA Pin Certificate		
3.	Valid Tax Compliance Certificate		
4.	Business Questionnaire Filled and signed		
5.	Audited Financial Statements for the last three (3) years		
6.	License to provide payments services as issued by regulatory body (The Central Bank of Kenya or the Government of Kenya).		
7.	Evidence of compliance to MOH Covid-19 Guidelines and Protocols		
8.	Form of tender dully filled and signed		
9.	Tender security (KShs. 5 Million)		
10.	Bid validity for 120 days after date of tender opening		

Table 2: Other Mandatory Requirements

No.	Information required	Information provided by bidder	Remarks
1.	<p>Auditability The payment process must be fully transparent and be auditable. Appropriate records must be kept, and payment reports must be provided to the Ministry in accordance with the Operations Manual and the Contract.</p>		
2.	<p>Account security Accounts must utilise at least two-factor authentication. One of these factors must be biometric; and be in conformity with international standards (ISO 19794-4:2011).</p>		
3.	<p>Beneficiary accounts The Beneficiary accounts must be the Inua Jamii Account with the features prescribed in the TORs. <i>(Clause 1.3.1)</i></p>		
4.	<p>Store of value Provide for a mechanism that allows beneficiaries to receive inward payments through the national payments system and allow value to be stored.</p>		
5.	<p>Minimum service Beneficiaries must be able to make at least one withdrawal and balance check per month, without charge and there should be no charges to the beneficiaries for maintaining their store of value.</p>		
6.	<p>Regulatory compliance PSPs must be regulated and in full compliance with defined regulatory requirements as defined by the Central Bank of Kenya or the Government of Kenya.</p>		
7.	<p>Financial capacity PSPs must provide a bank guarantee of Ksh 50 Million, Assets greater than 1.2 Billion and an average liquidity ratio of 1:1, based on audit financial statements for the last three (3) years. (2019, 2018 and 2017).</p>		
8.	<p>County Presence PSP must show evidence of presence in at least thirty-two (32) counties and in all the three (3) zones.</p>		

Table 3: Technical Evaluation Criteria

No	Description	Information Required	Max points (%)	Scores	Remarks
1.	Cost Effectiveness (10%)	Does the Bidder offer to give first debit cards free to beneficiary? <i>(Yes = 4 Marks; No = 0 Marks)</i>	4		
		Does the Bidder offer to give one free withdrawal per month? <i>(Yes = 3 Marks; No = 0 Marks)</i>	3		
		Does the Bidder offer one free balance enquiry per month? <i>(Yes = 3 Marks; No = 0 Marks)</i>	3		
2.	Value to Recipients / Beneficiaries (50%)	Accessibility to recipients including:			
		Proximity	10		
		-Does the Bidder have presence to reach 80% of beneficiaries within six (6) km radius of Zone A and B, and within twenty (20) km radius of Zone C? <i>(Yes = 6 Marks; No = 0 Marks)</i>			
		- Has the bidder committed to provide additional pay points in the three zones within 12 months? <i>Committed to provide in 12 months</i> <i>(Yes = 4 Marks; No = 0 Marks)</i>			
		Availability	8		
		Options for multiple payment channels to the beneficiaries within same or different geographical locations provided? – (Branch, agency, ATM and Mobile). <i>(4 channels = 6 Marks, 3 channels = 4 Marks, 2 channels = 3 Marks, 1 channel = 1 Mark)</i>			
		Is the bidder able to provide uninterrupted services for at least 8 hours per day? <i>(Yes = 4 Marks; No = 0 Marks)</i>			
		Reliability	9		
		- Uptime (system availability) <i>(At least 90% = 3 Marks; Below 90% = 0 Marks)</i>			
		- Equipment – POS terminals which are bio-enabled <i>(Yes = 6 Marks; No = 0 Marks)</i>			
		Suitability	8		
		With due regard to beneficiary literacy levels, regulatory regimes, age, gender and cultural diversity? (Understanding the beneficiaries) <i>(Yes =5 Marks, Partly = 3 Marks, No = 0 Marks)</i>			
		Does the bidder have appropriate infrastructure to accommodate the beneficiaries geographical spread, program type, etc. <i>(Yes =3 Marks, Partly =2 Marks, No =0 Marks)</i>			
Security	15				
Robustness of two-factor authentication security mechanism. <i>(High = 5 Marks, Low = 0 Marks)</i>					

No	Description	Information Required	Max points (%)	Scores	Remarks
		Level of beneficiary physical security during the payment process. <i>(High = 3 Marks; Moderate = 2 Marks; Low = 0 Marks)</i>			
		Are additional security services available to beneficiaries for free? (like APs at pay points) <i>(Yes = 2 Marks, No = 0 Marks)</i>			
		Additional financial / empowerment services available to recipients: - Financial literacy education, Waiver of some fees, Micro-loans / advance, Others. Does the Bidder offer any additional services to the beneficiaries? <i>(Yes = 5 Marks; Partially = 2 Marks; No = 0 Marks)</i>			
3	Ability to deliver payments to recipients (40%)	Demonstrated track record in serving this market segment	20		
		PSP experience in implementing similar services/projects in Kenya and or the region – <i>(Over 5 Projects/services = 10 Marks, 3 – 5 Projects/services = 7 Marks; 1 – 2 Projects/services = 4 Marks, No Projects/services = 0 Mark)</i>			
		Ability to deliver reliable and timely payments and track record of availability of liquidity at pay points <i>(Score = Max. 10 Marks)</i>			
		Credibility of proposed plan	20		
		- Dedicated, qualified and experienced staff/team (by name) to manage and oversee the implementation and operation of the proposed solution (management, operations and IT). <i>(Information provided on composition of qualified staff = 2 Marks for each = (Max. 6 Marks)</i>			
		-The proposed plan and solution coverage adequately covers beneficiaries across the 290 constituencies. <i>(Max. 4 Marks)</i>			
		-The proposed roll-out, implementation and operational plans clearly cover all the end-to-end processes. <i>(Max. 5 Marks)</i>			
		Scalability of the proposed solution			
		- Ability to accommodate an increased number of beneficiaries, programmes and value. <i>(Max. 5 Marks)</i>			
	Total:				

N.B.: To qualify for further evaluation (financial evaluation), a firm must score 80 And Above.

SECTION VI: DESCRIPTION OF SERVICES

TERMS OF REFERENCE FOR PROCUREMENT OF MULTIPLE PAYMENT SERVICE PROVIDERS (PSPS)

6.1 BACKGROUND

6.1.1 Social Protection

6.1.1.1 Kenya has a long history of investing in social protection and has a number of well-established social insurance schemes and safety net programmes. More recently this commitment has been formalized, firstly through the Constitution of Kenya (2010) which includes in its Bill of Rights the *“right for every person to social security and binds the State to provide appropriate social security to persons who are unable to support themselves and their dependents”* (Article 43; Sub-article 3) and secondly through a National Social Protection Policy (2011). This policy outlines the Government’s commitments to three areas of Social Protection: Social Assistance, Social Security and Health Insurance. The Government’s priorities for social assistance (including cash transfers) is laid out in the National Social Protection Policy whose focus is on increasing the scale and improving the quality and coordination of social assistance interventions.

6.1.1.2 This is further cemented by Vision 2030, which aims to provide a *“high quality of life for all its citizens by the year 2030”*. It is for this reason that the Government has continued to allocate funds towards cash transfer programmes to beneficiaries across all the 290 constituencies.

6.1.2 The National Safety Net Programme

6.1.2.1 The National Safety Net Programme (NSNP) also referred to as *“Inua Jamii”* comprises of three (3) cash transfer programmes, namely: Cash Transfer to Orphans Vulnerable Children (CT-OVC), Older Persons Cash transfer (OPCT), Persons with Severe Disability Cash Transfer (PwSD-CT) under the State Department for Social Protection in the Ministry of Labour and Social Protection. A fourth programme known as Hunger Safety Net Programme (HSNP) is under the State Department for Development of the Arid and Semi-Arid Lands (ASAL) in the Ministry of Devolution and the ASALS. A new component known as the Kenya Social & Economic Inclusion Project (KSEIP) has been added as a complementary programme to the programmes under the State Department of Social Protection. The overall objective is to strengthen delivery systems for enhanced access to social and economic inclusion services and shock-responsive safety nets for the poor and vulnerable households.

6.1.2.2 Besides the four Government Cash Transfer Programmes there exists other complimentary Cash Transfer Programmes to improve human capital and self-sufficiency of poor and vulnerable households. These include: Nutrition Improvement through Cash and Health Education (NICHE) and Economic

Inclusion (under KSEIP), Mwangaza Mashinani Programme and the Universal Child Benefit (UCB). The contract will also accommodate other programmes that may be designed and brought on board during the contract period. These programmes will give cash benefits to both existing cash transfer and other non-beneficiaries through the Inua Jamii payment mechanisms.

6.1.2.2.1 The main objective of the cash transfer programmes is to improve the well-being and increase resilience among specific vulnerable groups to reduce poverty and vulnerability in Kenya. This objective is to be achieved by delivering an efficient and effective safety net for the poor and vulnerable households through cash transfer programmes. The vulnerability of target groups may be a result of where they live (the arid lands of Northern Kenya or in informal settlements of major urban centres) or their circumstances (households caring for orphans and vulnerable children, people with severe disabilities, and the elderly).

6.1.2.2.2 These objectives, seek to address the following outputs:

- i. The most vulnerable and poorest households are enrolled in the NSNP;
- ii. NSNP beneficiaries receive appropriate, reliable, and accessible payments;
- iii. Beneficiaries and citizens are able to appeal, complain and obtain resolution;
- iv. A monitoring and learning system is functioning;
- v. The cash transfer sector is harmonized, and Government managed; and
- vi. Programmes are responsive to shocks.

6.1.2.2.3 The Government provides KShs. 4,000 per payment (every two months) to over 1.2 million beneficiaries across the three programmes under ML&SP, namely: CT-OVC 353,000, OPCT 833,000, and PwSD-CT 47,000, delivered through Payment Service Providers (PSPs). These numbers, the amounts and frequency of payments may be varied from time to time.

6.1.2.2.4 As Government continues to invest more in this area, it is expected that the coverage of all programmes will substantially increase from the current numbers subject to budgetary allocation. There will be introduction of more complementary programmes to both the current and new beneficiaries.

6.1.2.2.5 The Ministry seeks to enhance the current payment solution through which funds can be channelled to beneficiaries of Inua Jamii Programme. This approach is also the basis for payments of additional social programmes that the Government may add in the future. Under this Multiple PSP Contract, the over 1.2 million beneficiaries will be available for recruitment to all contracted PSPs. Within the process thereafter, the opportunity will be availed to the beneficiaries to switch to another PSP, based on beneficiary choice.

6.1.3 NSNP payments solution objectives

The NSNP payments solution will be achieved by using services from multiple PSPs. The purpose of this tender is to competitively select a number of qualified

PSPs to participate in providing the solution. The solution the Ministry has established is based on several principles.

6.1.3.1 Beneficiary accounts

Social protection payments will be made through accounts to beneficiaries provided by PSPs with the aim of expanding inclusion, allowing beneficiaries to not only receive their social benefit payments efficiently, but to participate in the financial system. The accounts provided should be capable of receiving and making payments through the national payments system and offer beneficiaries a safe and convenient way to save. The beneficiary benefits will be paid into an account that will have the following features:

- All transactions to be authenticated biometrically by the beneficiary (or in specific cases by their designated caregiver(s));
- Transactions should be made at widely distributed outlets / pay points country wide;
- Account should have a mobile enabled solution;
- No ledger fees or other standing charges;
- One (1) balance enquiry per month free to the account holder.
- One (1) free withdrawal per month by the account holder; and any subsequent withdrawals will be charged at a fee to be determined by the PSP. The PSP is expected to put forth a subsidized rate to the beneficiaries, knowing their status in society.
- Account to have a claw back clause in the T&C of the account opening form;
- Allows for store of value including beneficiary deposits.
- In the case of caregivers for PWSD-CT and CT-OVC beneficiaries, the PSP need to include in the T&C that the account is held in trust on behalf of the beneficiary, and any funds remaining unutilised will be clawed back in line with program policies.

The Ministry has designed an account type for the NSNP payments system called the “Inua Jamii” Account, which must meet the standards specified above. For ease of implementation and reconciliation, beneficiaries’ benefits will only be paid into the Inua Jamii account. It is mandatory that the PSPs will seek necessary product approvals from Central Bank of Kenya / Regulator to operationalize the Inua Jamii account and provide the Ministry with:

- i) sample of the product design;
- ii) sample of proposed T&Cs; and
- iii) evidence of application to the regulator.

6.1.3.2 Beneficiary choice

Beneficiaries will be able to make their own choice of PSP from those contracted by the Ministry. The list of PSPs will be provided to the beneficiaries through the Ministry’s outreach programmes. In the event the beneficiaries choose to change from one PSP to another, there will be a PSP Switch window within the contract period, which will be communicated by the Ministry.

6.1.3.3 Access to services

Access is essential to the effectiveness of NSNP and therefore the payments solution must give beneficiaries the ability to access their accounts without making long or costly journeys. The NSNP payments solution will therefore provide a national network of access points to allow beneficiaries to readily transact from their accounts. In order to enhance coverage, improve efficiency and expand beneficiary choice, qualified PSPs will be required to support interoperability of their agent-based payment access points. This will permit any NSNP beneficiary to withdraw cash from any contracted PSP's agents using biometric authentication.

6.1.3.4 Use of biometrics standards

Biometric registration will be undertaken by the PSPs and stored by the PSPs on behalf of the Ministry until the time when the Ministry will require a copy of the same in accordance with **Clause 6.2.5**. Biometric data will be collected and stored in accordance with the biometric standards prescribed by the Ministry. [See **Clause 6.2.3** and **Annex 1** on "**Biometrics Standards**".]

6.1.3.5 Proof of life

All beneficiaries must transact biometrically at least once every six months. However, proof of life can be provided by Field Officers for Beneficiaries who are Bedridden in cases of OPCT, and for Children or Persons with Severe Disabilities where there are Caregivers. Failure of the beneficiaries to provide proof of life will lead to them being suspended from the payroll from the eighth month. During this suspension period, if a beneficiary transacts biometrically or a field report is received confirming proof of life, the account will be reactivated.

6.1.3.6 Claw Back

In the case of dormancy, funds will remain in the beneficiary accounts for another six (6) months after which the claw back process will be activated. The Agent will notify the Principal on beneficiary accounts that qualify for clawback for review, approval and concurrence. Thereafter, these funds will be transferred back to the Ministry Holding Account. [See **Table 4** and **Table 5**.] The details of the Holding Account will be advised by the Ministry.

Where the account is opened on behalf of the CT-OVC or PwSD-CT Beneficiaries, the funds therein are deemed to be held for the benefit and welfare of these Beneficiaries. Therefore, in the event of change of Caregiver, the funds will be transferred to the account of the succeeding Caregiver.

Where an OPCT Beneficiary is deceased, and evidence is provided, the funds will be subjected to the claw back process.

Where an OPCT Beneficiary fails to demonstrate proof of life for 12 months, the claw back process will be activated.

6.1.3.7 Near Real-time monitoring data sharing / information exchange

The Ministry will monitor the performance of the programme using various reports from PSPs submitted through both secure file exchange and Application

Programming Interfaces (APIs). These interfaces will update the Ministry dashboard to reflect at minimum:

- Credits Reports on the beneficiaries' accounts;
- Monthly Activity Reports;
- New account enrolments;
- Dormant Accounts.

It is the responsibility of the PSP to integrate its system with the Ministry MIS. The standards will be provided by the Ministry.

6.1.3.8 Service level monitoring

The Ministry and the contracted PSPs will establish mechanisms to communicate with the beneficiaries (e.g., through the call centre, SMS and / or USSD).

6.1.3.9 Beneficiary Satisfaction Survey

The Principal in consultation with the contracted PSPs will undertake beneficiary satisfactory surveys within the contract period, through independent parties in order to ensure full compliance with minimum service standards.

6.2 SCOPE OF WORK

6.2.1 Scale

The Ministry aims at recruiting the services of PSPs to provide a cost-effective, reliable, accessible and secure channel for delivery of social benefits to programme beneficiaries for a period of three (3) years, with a possibility of extension subject to agreement as specified in the contract.

6.2.1.1 Payment of social benefits will be made to over 1.2 Million beneficiaries through the contracted multiple PSPs with effect from the date specified in the contract. These payments will be made to the beneficiaries through Inua Jamii accounts opened by the PSPs. The payment solution will specifically allow payment to beneficiaries under NSNP cash transfer programmes and benefits drawn from other complementary cash transfer programmes.

6.2.1.2 The scale and scope of the NSNP is dependent on Government of Kenya budgetary allocations. The Ministry reserves the right to vary the frequency of payments made, number of beneficiaries to be paid and payment value.

6.2.2 Service provision

6.2.2.1 On successful negotiations, PSPs will be contracted by and work under the supervision of the Ministry to render service on a non-exclusive basis for the duration of three (3) years (effective from the date specified in the contract), with a possibility of extension upon mutual agreement.

- 6.2.2.2 Payments are expected to be made on a bi-monthly basis, but this may vary during contract implementation. However, the periodicity and value of payments for complementary programmes will vary from regular payments.
- 6.2.2.3 During the performance of the contract, the Ministry and PSPs will closely coordinate their activities to ensure smooth enrolment and payment deliveries to beneficiaries.

6.3 METHODOLOGY AND ACTIVITIES

6.3.1 Programme enrolment

- 6.3.1.1 A list of eligible beneficiaries will be submitted to the PSP via secure file exchange. For each beneficiary this list will include (and is not limited to): Name of the beneficiary; Beneficiary National ID number; Name of caregiver; Caregiver National ID number; Enrolment number; a Programme name and number; and Geographic location.

6.3.2 Payment enrolment

- 6.3.2.1 The Ministry will sensitize and mobilize beneficiaries in order to avail beneficiaries for account opening within ALL constituencies in the 47 counties in Kenya. Beneficiaries will be provided with information on which PSPs are available with access points within close proximity to their locations. The choice of PSP will be made by the beneficiary. Those beneficiaries not available at the agreed time and venue will be directed to the nearest PSPs branches for account opening purposes.
- 6.3.2.2 The PSP should ensure accounts are opened, including compliance with customer due diligence – ‘Know Your Customer’ (KYC) requirements; and ensure issuance of payment instruments / tokens before the commencement of the first payment. PSPs will be responsible for: Capturing biometric data; Delivering payment access instruments to the beneficiaries; and Ensuring beneficiaries understand fully how to access and operate their accounts.
- 6.3.2.3 The Payments instruments to be used shall be EMVco compliant and branded as per the design provided by the Ministry.
- 6.3.2.4 To ensure full compliance with KYC, beneficiaries / caregivers must present themselves physically before the PSP for account opening. The requisite Account Opening Forms shall be completed and duly executed by the beneficiary / caregiver. Any PSP opening an account contrary to the KYC process shall be deemed to have done so fraudulently, and appropriate action shall be taken.

6.3.3 Payment process

- 6.3.3.1 The first payment is anticipated to start as mutually agreed by the parties.

6.3.3.2 Before the start of each payment, the Ministry will issue a cash transfer instruction (CTI) composed of a payments list (payroll) generated from the management information system (MIS). The instruction will include a list of all enrolled beneficiaries and payment amounts. Each payment should commence within five (5) days of receipt of cleared funds from the Ministry.

6.3.3.3 The Ministry will share with the PSPs the process and format of sharing the updated data on the payroll to ensure that only eligible beneficiaries receive payments.

6.3.4 Appeals mechanism and case management

6.3.4.1 Each PSP will be expected to collaborate with the Ministry in the resolution of complaints and grievances that have been received from beneficiaries regarding the PSPs and its agents, if any, and agree on any corrective measures that may be necessary in the payment system. All PSPs should adhere to a standard timeline for resolving such cases and disputes. The PSPs will document these complaints and suggested remedies, and submit to Ministry as part of the NSNP requirement on complaints and grievances resolution mechanism.

6.3.4.2 The PSPs must comply with requirements of the SLAs. Matters that border on Error, Fraud and Corruption (EFC) will be promptly reported to the Ministry. EFC cases that cannot be resolved by the contractual parties will be referred to the Regulator and respective arms of Government for appropriate action.

6.3.4.3 PSPs must have a mechanism for promptly acquiring and replacing the damaged, lost or stolen payment instruments / cards. PSPs may provide incentives to the beneficiaries to care for their payment instrument, such as card wallet holder.

6.3.5 Payment amount

6.3.5.1 The payment amount is currently KShs. 4,000 per beneficiary, paid bi-monthly (every two months). This amount may however be subject to variation given the changing circumstances and complementary programmes.

6.3.6 Recipient locations

6.3.6.1 Payments are expected to be undertaken in all locations within all constituencies of the 47 counties. [See *Annex 2: "Constituencies in the 47 counties"*.]

6.3.7 Flow of funds and reconciliation

6.3.7.1 The PSP must provide a dedicated account (Ministry Project Account) into which the social benefits to recipients will be transferred electronically. This transfer will be made within five (5) days of the start of payments. In addition, the Ministry may disburse additional payments or amounts, depending on the complementary social benefits availed whose basis will be in accordance with the prevailing conditions of the existing contract.

- 6.3.7.2 PSPs will be responsible for generating and delivering timely reports on a daily, weekly, monthly, quarterly and annual basis (as described in *Annex 3 "Payroll, Monthly and Other Reports"*).
- 6.3.7.3 The resulting refund from uncredited accounts, if any, will be transferred to the Ministry Holding Account within five (5) days of crediting the beneficiaries' accounts.
- 6.3.7.4 The PSPs shall submit to Directorate of Social Assistance (DSA) a credit report within five (5) days of receipt of the payroll through secure file exchange via Application Programming Interfaces (APIs). The PSPs shall undertake to refund any unapplied funds simultaneously within the same time frame.
- 6.3.7.5 PSPs shall submit monthly Invoices for the commission based on verified data of unique withdrawals.
- 6.3.7.6 All the reports should be submitted electronically as stated in the contract. Feedback on the number of Accounts credited (and not credited) will be included; with reasons for the same.

PSPs shall claw back funds to the Ministry Holding Account from Deceased beneficiary accounts (or dormant beneficiary accounts that have seen no activity for a period of six (6) months after becoming Dormant). This feature must be included in terms and conditions of all PSPs Inua Jamii accounts before the start of account opening.

6.3.8 Co-ordination with other programme activities

- 6.3.8.1 Upon signing of contracts, a meeting will be held between the Ministry and contracted PSPs to develop a workplan and agreements reached on key milestones to support implementation.
- 6.3.8.2 The Ministry shall convene and chair quarterly co-ordination meetings with PSPs. All key stakeholders will be required to attend and update the meeting on progress against agreed milestones, including a meeting that will be called for an independent comprehensive annual review. Members of the Core Project Team of each PSP will be required, with adequate notification, to attend a limited number of additional ad hoc meetings as required by the Ministry, to ensure effective and efficient implementation of payments. PSPs are also expected to cooperate and share necessary information to support other independent programme activities, such as the external monitoring and evaluation (including spot checks) and programme audits.
- 6.3.8.3 The Ministry and the contracted PSPs shall have coordination meetings at the County / Sub-county / branch level to discuss pertinent operational issues for smooth implementation of the program.

6.3.9 Mechanisms of accountability and fiduciary risk management

- 6.3.9.1 PSPs are expected to identify key elements of fiduciary risk affecting the programme implementation processes of NSNP and to reflect appropriate risk management measures in their technical bids. The success of the programme depends critically on mechanisms that ensure that programme delivery is subject to appropriate oversight. Several of these measures are already reflected in the programme design – for example, the independence of the monitoring and evaluation process from the administration of the programme. PSPs are required to identify, mitigate and take corrective action to improve the integrity of the programme.
- 6.3.9.2 The Ministry shall identify, assess, prioritize risks and allocate necessary resources and put in place appropriate mitigation measures to strengthen governance, oversight, transparency, accountability and internal control systems at all levels.

6.3.10 Payment of commissions to PSPs

Computation and payment of PSP commissions will be made based on presentation of verified data in the Monthly Activity Reports provided by the PSPs. This will be subject to verification by the Ministry that the services have been rendered satisfactorily.

- 6.3.10.1 Once interoperability will be effected, the interchange fees for transactions will be negotiated by the Ministry in consultation with the contracted PSPs prior to the establishment. This fee level will be established in line with prevailing market pricing and costs in order to maximise the impact on efficiency and fair competition.
- 6.3.10.2 The Ministry will pay each PSP electronically to a specified account as captured by the PSP in the contract.

6.3.11 Reporting

- 6.3.11.1 The description of the content for each of the reports is described in *Table 4 of clause 6.1*. Other important reports required are:
- Customer case tracking;
 - Financial flows;
 - Customer service report; and
 - Performance reports.

6.4 SPECIFIC RESPONSIBILITIES

6.4.1 Responsibilities of the Ministry (the Principal)

- 6.4.1.1 The Ministry will be expected to undertake the following obligations during the continuance of the contract:
- (i) Provide the PSPs with all the relevant transaction documents including, the Beneficiary Enrolment File per geographic location for account opening in a mutually agreed format; beneficiary payrolls and any other documents that may be necessary to deliver these services;
 - (ii) Coordination and management of the cash transfer activities;

- (iii) Mobilize beneficiaries for purposes of account opening and payments;
- (iv) Remit the funds to PSPs within five days before commencement of payments;
- (v) Convene meetings with PSPs to review implementation of the programme, resolve case management issues and other matters arising;
- (vi) Monitoring contract implementation to ensure compliance with SLAs by the PSPs;
- (vii) To undertake mid-term beneficiary satisfaction surveys and share the findings with PSPs for implementation; and
- (viii) Monitoring and evaluation of the contract implementation by undertaking spot checks and surveys on quarterly basis.

6.4.2 Responsibilities of the PSP (the Agent)

6.4.2.1 The PSP will be expected to undertake the following obligations during the contract period:

- (i) To deliver cash to beneficiaries in accordance with the provisions of the contract;
- (ii) Provide an Account Based Payment solution that is secure with minimum two-factor authentication;
- (iii) Provide a payment solution that is accessible and serves recipients by offering financial services near their locations. That is suitable to recipients with a low level of education and literacy. That the language spoken at the pay point is Kiswahili / English and / or the local language, as applicable. That serves recipients promptly on their arrival at the pay-point. That ensures that recipients are not unduly exposed to the risks of fraud or robbery at the pay-point; and preserves their dignity;
- (iv) The solution should take into consideration all health safety protocols prescribed by the Ministry of Health (MOH);
- (v) Provide a list of all designated payment agents and their respective locations;
- (vi) Ensure that payments are made to the recipients at the pay points in a timely manner and the correct amount denominated for the ease of confirmation by the recipients;
- (vii) Establish and maintain a secure electronic link to download / upload information from / to the Ministry MIS to facilitate monitoring, reporting and reconciliation process;
- (viii) Liaise with the Ministry to establish a payments case management and dispute resolution mechanism and work with the Ministry to implement it promptly;
- (ix) Cooperate with the Ministry or its representative in its regular fiduciary risk analysis of the programme;
- (x) Provide an Operational Plan Document during submission of bid documents;
- (xi) Provide an Inception Report upon signing of the contract that clearly provides how they will offer the services with measurable milestones detailing the available infrastructure and what will be done to begin enrolment and payment deliveries within the required time frame;

- (xii) The agent distribution of the PSP presence should reach at least 80% of beneficiaries within six (6) km radius of Zone A and B, and within twenty (20) km radius of Zone C;
- (xiii) Claw back funds from beneficiaries' accounts as stipulated in the contract under **clause 1.3.6**;
- (xiv) Ensure adequate liquidity at all pay points;
- (xv) At the expiry of contract, provide all data and final reconciliation reports as per the prescribed format;
- (xvi) Disclose and update the Principal appropriately on all kinds of forgeries, fraud, theft or any action or omission likely to cause monetary loss to the Principal and the beneficiary, or that will negatively impact the reputation of the Programme;
- (xvii) Not to enter into any agreement, make any promises, representation, warranties and guarantees on behalf of the Principal except with the express written authority of the Principal;
- (xviii) Not to sub-contract any of its obligations to another party to perform services specified under the agreement without express consent from Ministry;
- (xix) Maintain or cause to be maintained in accordance with sound accounting practises, records and accounts reflecting all financial transactions made or remitted;
- (xx) Be responsible for any loss or damage that may occur due to negligence, carelessness, omission, misdeed or fraudulent acts of its employees / agents and shall indemnify the Principal of any loss or damage occasioned thereof;
- (xxi) To issue for free the first biometric debit card to each beneficiary as per the EMVco standards detailed in the **Annex 1: "Biometrics Standards"**; and
- (xxii) Provide details of Core Project Team that will lead the project, their experiences, and period assigned to this project for consistency. The core team to consist of the management, operations and IT. Where it will be necessary to change, then adequate notice and reasons for the change shall be communicated to the Ministry.

6.4.2.2 The country is divided into three (3) zones, based on the geographical spread of existing financial service distribution:

- (i) **Zone A:** urban areas with a high density of service points per population;
- (ii) **Zone B:** pre-urban areas with a medium density of service points per population; and
- (iii) **Zone C:** remote areas with a low density of service points per population.

6.4.2.3 The list of the geographical locations (up to sub-location level) in each zone, along with the number of beneficiaries therein will be availed to the PSPs by the Ministry.

6.4.3 Zoning of the country

6.4.3.1 The country is tiered into three zones: A, B and C and PSPs are expected to bid for all zones. It is a **mandatory** requirement to bid and commit to participate in all three zones to qualify for consideration.

- (i) All PSPs will indicate a price at which they are willing to provide services to beneficiaries in Zones A, B and C. It is a mandatory requirement to bid in all zones to qualify for consideration, failure to which will lead to automatic disqualification;
- (ii) Each PSP is required to quote its prices in each zone, BUT the contract will be awarded at a standard negotiated price with all technically qualified PSPs;
- (iii) The agreed (negotiated) price will be valid for the entire contract period;
- (iv) PSPs are expected to confirm that they will provide services in all zones of the country once contracted to offer the services;
- (v) PSPs will provide a list of all their branches and agents, and the GPS coordinates for each;
- (vi) Where the PSP is planning to increase / decrease its geographic coverage within the contract period, the PSP shall provide further information on when and where it intends to do so;
- (vii) The contract will be awarded to multiple PSPs who will qualify technically to the set criteria;
- (viii) The contract period will be for three years from date of commencement with a possibility for extension for a period to be mutually agreed between the parties;
- (ix) The contract with each PSP will require that the PSP meets the Service Level Agreement (SLA) terms as contained in the bid; and
- (x) The contract will be on non-exclusive basis and will provide that additional PSPs may join the programme in the course of the contract period.

The Ministry reserves the right to accept or reject any or all bids.

6.5 Requirements of a PSP

6.5.1 PSP services should meet the following five mandatory requirements set out below:

6.5.1.1 Auditability

The payment process must be fully transparent and be auditable. Appropriate records must be kept, and payment reports must be provided to the Ministry in accordance with the contract.

6.5.1.2 Account security

Accounts must utilise at least two-factor authentication. One of these factors MUST be; and be in conformity with international standards (ISO 19794-4:2011). [See Annex 1: “Biometrics Standards”.]

6.5.1.3 Store of value

Provide for a mechanism that allows beneficiaries to receive inward payments through the national payments system and allow value to be stored.

6.5.1.4 Minimum service

Beneficiaries must be able to make one withdrawal and one balance enquiry per month, without charge and there should be no charges to the beneficiaries for maintaining their store of value.

6.5.1.5 Regulatory compliance

PSPs must be regulated and in full compliance with defined regulatory requirements as defined by the Central Bank of Kenya or the Government of Kenya.

6.5.1.6 Financial capacity:

The PSP must provide a bank guarantee of a minimum of KShs. 50,000,000.00, have assets greater than KShs. 1.2 Billion and an average liquidity ratio of 1:1, based on the audited financial statements for the last three (3) years (2019, 2018 and 2017).

6.6 SERVICE LEVEL AGREEMENT (SLA)

6.6.1 The PSP is expected to provide the services as per the service level indicated in this bid throughout the duration of this Agreement.

Table 4: Reports required

#	Types of report	Details	Timelines
1	Financial Flow Reports	<ul style="list-style-type: none">Customer case trackingFinancial flowsDormant accounts reportCustomer service reportPerformance	<ul style="list-style-type: none">5th working day following request5th working day of each month5th working day of each month5th working day of each month5th working day of each month
2	Payroll	<ul style="list-style-type: none">Total Amount Received from MinistryPayroll Reconciliation: Applied Payments / Successful Credits Reports and Failed Credits ReportsRefunds	<ul style="list-style-type: none">Within 24 hours of receipt of funds (T+1)2nd working day after receipt of funds5th working day after receipt of funds
3	Payments	<ul style="list-style-type: none">Movement Report (Unique Withdrawals and Commissions Due)Total amount withdrawn by beneficiaries monthly (aggregated and anonymized amount)	<ul style="list-style-type: none">5th working day of every month
4	Commissions Reconciliation	<ul style="list-style-type: none">Invoice of Commissions Due for Unique Withdrawals Per Month	<ul style="list-style-type: none">5th working day of every month
5	Claw back	<ul style="list-style-type: none">Refund from Dormant Accounts	<ul style="list-style-type: none">5th working day of every month
6	Agent set ups	<ul style="list-style-type: none">No. of biometric enabled agents that transacted;Specific location of the Agent outletsNo. / Volume of transactions	<ul style="list-style-type: none">5th working day of every month

#	Types of report	Details	Timelines
7	Payment instruments / Cards	<ul style="list-style-type: none"> ▪ Cards printed ▪ Cards distributed / issued ▪ Cards activated ▪ Cards replaced 	<ul style="list-style-type: none"> ▪ 5th working day of every month
8	Carding	<ul style="list-style-type: none"> ▪ Cards delivery to beneficiaries ▪ Card replacement and delivery to the beneficiaries 	<ul style="list-style-type: none"> ▪ Within 45 days upon opening beneficiary account ▪ Within 10 days on receipt of application
9	Accounts	<ul style="list-style-type: none"> ▪ No. of accounts opened in the month ▪ No. of 90 days inactive accounts ▪ No. of dormant accounts ▪ Accounts reported for deceased accounts ▪ No. of closed accounts in the month 	<ul style="list-style-type: none"> ▪ 5th working day of every month
10	Risk Management	<ul style="list-style-type: none"> ▪ Any matter brought to the attention of the Agent, that borders on Error, Fraud and Corruption (EFC) will be reported to the Principal. 	<ul style="list-style-type: none"> ▪ Immediately
11	Complaints and Dispute resolution	<ul style="list-style-type: none"> ▪ No. and nature of complaints received 	<ul style="list-style-type: none"> ▪ 5th working day of every month

Table 5: Service Level Agreement (SLA) minimum requirements that attracts penalties

#	Expectations	Minimum service level	Time for escalation before penalties are applied	Penalty to be applied
1	Opening of Inua Jamii Accounts	A physical Account Opening Form to be completed for each beneficiary and those forms kept by the PSPs as prescribed in the Banking Act. ¹	Immediately on opening of the Inua Jamii Accounts	As per the laws applicable and as the regulator shall determine when such cases are reported and confirmed.
2	First card delivery to beneficiaries	45 days upon opening beneficiary account	7 days	KShs. 100 per each delayed card per month
3	Card replacement and delivery to beneficiary	30 days on receipt of notification of lost or faulty cards	7 days	KShs. 100 per delayed card per month
4	Card activation	Within 7 days from date of receipt of funds	7 days	KShs. 100 per delayed card per month
5	Maximum travel distance for beneficiaries	80% of beneficiaries within 20 km in Zone C, and 6 km radius within Zone A and B		KShs. 200 per cycle for each beneficiary beyond distances detailed in each Zone A, B, C
6	Payroll Reconciliation	2nd working day after receipt of funds	5 Days	KShs. 10,000 per week
7	Refunds	5th working day after receipt of funds	5 Days	KShs. 10,000 per week

¹For Complementary Programmes, the new beneficiary accounts will be opened under the same processes and stipulations.

#	Expectations	Minimum service level	Time for escalation before penalties are applied	Penalty to be applied
8	Claw Back of Funds	30 day after lapse of Claw Back period	30 Days	KShs. 10,000 per week (per report)

6.6.2 Use of biometrics

The PSP should provide details of its ability on the following requirements:

- 6.6.2.1 The PSP should provide a comprehensive and transparent system that will be able to verify the rightful beneficiaries through two-factor authentication (Biometrics being the primary mode), wider coverage, adequate capacity and provide receipt.
- 6.6.2.2 Biometrics will be the primary authentication method for electronic payment delivery with personal identification number (PIN) as a fall-back mechanism for identified beneficiaries (for whom the Ministry and the PSPs agree that either they have a disability or poor quality fingerprints that cannot be authenticated).
- 6.6.2.3 PSPs to capture all ten (10) fingerprints in labelled format in all cases (except in cases of missing fingers / hands). Fingerprint biometric record captured by PSPs must conform to ISO 19794-4:2011 standard to ensure that all software applications interpret the biometric records similarly in the ecosystem. Specific labels to be incorporated for missing / damaged fingers as per standards. [See Annex 1: “Biometrics Standards”.]
- 6.6.2.4 Capture software of PSPs to ensure that images captured are of NFIQ quality levels 1/2/3 only, or accept best out of five attempts, in case the image of a person does not fall within acceptable NFIQ level.
- 6.6.2.5 The PSPs should deploy fingerprint authentication devices as per internationally accepted standards (ISO), with 99 percent accuracy at authentication point. The fingerprints standards should allow interoperability with participating PSPs within 18 months of award. A copy of the fingerprints captured by the PSPs will be submitted to the ministry upon enrolment (Account Opening). The Ministry reserves the right to require the PSP to provide a copy of the Fingerprint data (in ISO format) at any point in time. The fingerprint data captured by the PSP should be encrypted using 2048-bit asymmetric keys right from capture through transmission and storage.

6.6.3 Synchronisation and reconciliation

- 6.6.3.1 PSPs must implement standardized, secure, scalable and automated Application Programme Interfaces (API) for performing business operations including account enrolment, payroll processing, beneficiary authentication, account transaction, grievance and case management (updating beneficiary / caregiver

details). Operational guidelines of the same will be issued by the Ministry in consultation with the qualified PSPs.

Data should be availed electronically to the Ministry through API in the format prescribed by the Ministry. All selected PSPs should ensure technical readiness for the integrations. Some reports may be shared via secure file exchange.

6.6.3.2 Reconciliation of payments will be done electronically by the Ministry. [See details on reconciliation in *iii of Annex 3: "Payroll Reports"*].

6.6.4 Account dormancy / Proof of life

In case of an account not having had a biometrically authenticated transaction, for more than six (6) months, the Ministry will suspend the beneficiary account from the CCTP payment files after the lapse of the eighth (8) month until the beneficiary confirms life either by transacting their account biometrically or through confirmation by the Ministry. Clawed back will be activated at the end of the twelfth (12) month.

6.6.5 Interoperability at biometric level

6.6.5.1 Every qualifying PSP should ensure that all its pay points across Kenya are interoperable between the participating PSPs by the eighteenth (18) month from the commencement date of the contract. The PSPs should deploy equipment that is compatible with the capture of biometrics as per EMVco Standards as well as card issuance of the same standards. Necessary provisions should be considered and allowed for at the onset of the contract.

6.6.6 Beneficiary grievance

6.6.6.1 Qualifying PSPs should maintain customer grievance register and issue resolution mechanism.

6.6.6.2 Qualifying PSPs will liaise with the Ministry to establish a payments case management and dispute resolution system and work with the Ministry to implement it.

6.6.7 Coordination with the Ministry

6.6.7.1 A pre-determined team of representatives of each PSP will be required, with adequate notification, to attend quarterly co-ordination meetings and a limited number of additional ad hoc meetings as required by the Ministry, to ensure effective and efficient implementation of payments. The PSPs are also expected to cooperate and share necessary information.

6.6.8 Accountability and fiduciary risk management

6.6.8.1 Cooperate with the Ministry in its regular fiduciary risk and audit analysis of the programme; upon signing of the contract, provide evidence that all facilities are in place to enable payments to commence in September / October 2021 or as otherwise advised.

- 6.6.8.2 Create a secure electronic link to download / upload information from / to the management information systems (MIS) in the Ministry to facilitate the reconciliation process.

6.7 SELECTION CRITERIA

- 6.7.1 The proposals will be assessed and scored (according to the weights given) by the evaluators against the criteria set out below. Proposals should set out how the proposed solution will deliver against these criteria. Where relevant, this should be defined quantitatively and supported by specific evidence (if necessary, this can be set out in more detail in annexes to the main technical proposal). Any qualification of or reservation to the terms of reference should be clearly identified in the proposal. The evaluation is not limited to these parameters; but will consider other submissions in the bid document, including: response to Methodology; Alternative suggestion on how to offer better services; Response to TORs; Project implementation team and / or plan, among other requirements in the RFP.
- 6.7.2 The evaluation of PSPs will not only take into consideration the cost of the delivery, but also value added; such as provision of financial services to beneficiary households, financial literacy and other CSR activities.

The following are the criteria that will be used to assess the technical proposal documents: -

- i. **Cost efficiency:** Overall cost and unit costs;
- ii. **Value to recipients / beneficiaries:**
 - a. Accessibility to recipients including proximity, availability, reliability, suitability and security; and
 - b. Additional financial services available to recipients; and
- iii. **Ability to deliver payments to recipients:**
 - a. Demonstrated track record in serving the low-income market segments
 - b. Credibility of proposed plan;
 - c. Scalability of the proposed solution; and
 - d. Operability.
 - e. Innovation / creativity in emergency situations
- iv. **County presence (Geographic footprint).**

6.8 DELIVERABLES

6.8.1 Inception Report, Implementation Plan, Sensitization Plan (Staff, Agents, Beneficiaries)

The Draft Inception Report, Implementation Plan and Training Plan (for Staff, Agents and Beneficiaries) should be submitted to the Ministry Fourteen (14) days after signing of contract.

Other reports would be expected as stipulated in the ToR.

6.9 REPORTING

6.10.1 The PSP will report to the Principal Secretary, State Department for Social Protection; and work closely with the Director DSA for operations.

6.10 CONTRACT PERIOD

6.10.1 The contract period will be three (3) years from the date of signing the contract, with a possibility of extensions subject to mutual agreement.

SECTION VII: ANNEXES

Annex 1: BIOMETRICS STANDARDS

No.	Parameter	Acceptable performance level(s)
1	Technology	Optical/ Multi-spectral/ Capacitance or an equivalent which is popularly used for similar purpose
2	Accuracy	<2% FRR (False Rejection Rate) at <0.01% FAR (False Accept Rate)
3	Platen Area	Sufficient to meet the Accuracy level stated above
4	Image Quality	Conformance with ISO/IEC standard 19794-4:2011 Annexure 'A' or later
5	Extractor Quality	MINEX compliance
6	NFIQ Quality Assessment software	Required
7	Resolution	Minimum 500 dpi with 5% margin on the lower side
8	Grey Scale/ Image Type	8-bit, 256 levels
9	Maximum acquisition time	<2 seconds
10	Audio/ Visual Indicators	A/V indicators at the device or application level for indicating various events: <ul style="list-style-type: none">- Indication for placing finger- Start of Capturing- End of Capturing
11	Liveness detection	Yes
12	Platen	Rugged, minimum IP54 rated with scratch resistant features preferably
13	Operating temperature	0-45 degrees Centigrade
14	Connectivity	USB

Annex 2: CONSTITUENCIES IN THE 47 COUNTIES

#	County	Constituencies	No. of Constituencies
1	Baringo	Baringo Central	6
		Baringo North	
		Koibatek	
		Mogotio	
		Marigat	
		Tiaty	
2	Bomet	Bomet Central	5
		Bomet East	
		Chepalungu	
		Konoin	
		Sotik	
3	Bungoma	Kanduyi	9
		Bumula	
		Kimilili	
		Tongaren	
		Webuye East	
		Webuye West	
		Sirisia	
		Kabuchai	
		Mt. Elgon	
4	Busia	Matayos	7
		Butula	
		Nambale	
		Funyula	
		Budalangi	
		Teso South	
		Teso North	
5	Elgeyo-Marakwet	Keiyo North	4
		Keiyo South	
		Marakwet West	
		Marakwet East	
6	Embu	Runyenjes	4
		Manyatta	
		Mbeere North	
		Gachoka	
7	Garissa	Garissa Township	6
		Balambala	
		Ijara	
		Lagdera	
		Fafi	
8	Homa Bay	Rangwe	8
		Homa Bay Town	
		Ndhiwa	
		Gwasssi	
		Suba	
		Kasipul Kabondo	
		Kasipul	
		Karachuonyo	
9	Isiolo	Isiolo North	2
		Isiolo	
10	Kajiado	Kajiado Central	5
		Kajiado East	
		Kajiado North	
		Kajiado West	
		Kajiado South	

#	County	Constituencies	No. of Constituencies
11	Kakamega	Lurambi	12
		Navakholo	
		Ikolomani	
		Butere	
		Khwisero	
		Lugari	
		Likuyani	
		Mumias East	
		Mumias West	
		Matungu	
		Shinyalu	
		Malava	
12	Kericho	Ainamoi	6
		Soin-Sigowet	
		Belgut	
		Kipkelion	
		Londiani	
		Bureti	
13	Kiambu	Kikuyu	12
		Kabete	
		Kiambu	
		Kiambaa	
		Limuru	
		Lari	
		Githunguri	
		Gatundu South	
		Gatundu North	
		Ruiru	
		Thika Town	
		Juja	
14	Kilifi	Kilifi North	7
		Kilifi South	
		Kaloleni	
		Rabai	
		Ganze	
		Malindi	
15	Kirinyaga	Magarini	4
		Mwea	
		Ndia	
		Gichugu	
16	Kisii	Kirinyaga Central	9
		Nyaribari Chache	
		Kitutu Chache South	
		Nyaribari Masaba	
		Bonchari	
		Kitutu Chache North	
		Bomachoge Chache	
		Bomachoge Borabu	
		Bobasi	
South Mugirango			
17	Kisumu	Seme	7
		Kisumu West	
		Nyakach	
		Nyando	
		Muhoroni	
		Kisumu East	
		Kisumu Central	

Annex 2: Constituencies in the 47 Counties (Continued)

#	County	Constituencies	No. of Constituencies
18	Kitui	Kitui Central	8
		Kitui Rural	
		Kitui West	
		Kitui East	
		Mwingi Central	
		Mwingi West	
		Mwingi North	
		Kitui South	
19	Kwale	Matuga	4
		Msambweni	
		Lunga Lunga	
		Kinango	
20	Laikipia	Laikipia East	3
		Laikipia North	
		Laikipia West	
21	Lamu	Lamu East	2
		Lamu West	
22	Machakos	Machakos	8
		Mwala	
		Athi River	
		Kathiani	
		Kangundo	
		Matungulu	
		Yatta	
		Masinga	
23	Makueni	Makueni	6
		Kaiti	
		Mbooni	
		Kilome	
		Kibwezi East	
		Kibwezi West	
24	Mandera	Mandera East	6
		Lafey	
		Mandera South	
		Mandera North	
		Mandera West	
		Banisa	
25	Marsabit	Moyale	4
		Saku	
		North Horr	
		Laisamis	
26	Meru	Central Imenti	9
		North Imenti	
		Imenti South	
		Tigania West	
		Tigania East	
		Igembe North	
		Igembe South	
		Igembe Central	
		Buuri	
27	Migori	Suna East	8
		Suna West	
		Nyatike	
		Rongo	
		Uriri	
		Awendo	
		Kuria East	
		Kuria West	

#	County	Constituencies	No. of Constituencies
28	Mombasa	Mvita	6
		Kisauni	
		Nyali	
		Likoni	
		Changamwe	
		Jomvu	
28	Murang'a	Kiharu	7
		Mathioya	
		Kigumo	
		Maragua	
		Kandara	
		Gatanga	
30	Nairobi	Westlands	17
		Makadara	
		Embakasi North	
		Kamukunji	
		Langata	
		Kibra	
		Dagoretti North	
		Dagoretti South	
		Starehe	
		Mathare	
		Ruaraka	
		Roysambu	
		Kasarani	
		Embakasi South	
Embakasi Central			
Embakasi West			
Embakasi East			
31	Nakuru	Molo	11
		Njoro	
		Naivasha	
		Gilgil	
		Kuresoi South	
		Kuresoi North	
		Rongai	
		Subukia	
		Bahati	
		Nakuru Town East	
		Nakuru Town West	
32	Nandi	Mosop	6
		Emgwen	
		Chesumei	
		Aldai	
		Nandi Hills	
		Tinderet	
33	Narok	Narok North	6
		Emurua Dikirr	
		Narok South	
		Narok East	
		Narok West	
34	Nyamira	Kilgoris	4
		West Mugirango	
		North Mugirango	
		Borabu	
		Kitutu Masaba	

Annex 2: Constituencies in the 47 Counties (Continued)

#	County	Constituencies	No. of Constituencies
35	Nyandarua	Ndaragwa	5
		Ol' Joro Orok	
		Olkalou	
		Kipipiri	
		Kinangop	
36	Nyeri	Nyeri Town	6
		Tetu	
		Kieni	
		Mukurwe-ini	
		Mathira	
		Othaya	
37	Samburu	Samburu West	3
		Samburu East	
		Samburu North	
38	Siaya	Bondo	6
		Rarieda	
		Ugenya	
		Ugunja	
		Alego-Usonga	
		Gem	
39	Taita-Taveta	Mwatate	4
		Wundanyi	
		Voi	
		Taveta	
40	Tana River	Bura	3
		Galole	
		Garsen	
41	Tharaka Nithi	Chuka Igamba	3
		Ng'ombe	
		Maara	
		Tharaka	

#	County	Constituencies	No. of Constituencies
42	Trans-Nzoia	Saboti	5
		Kiminini	
		Cherangany	
		Kwanza	
		Endebes	
43	Turkana	Turkana Central	6
		Loima	
		Turkana North	
		Turkana West	
		Turkana South	
		Turkana East	
44	Uasin Gishu	Soy	6
		Turbo	
		Moiben	
		Ainabkoi	
		Kapsaret	
		Kesses	
45	Vihiga	Vihiga	5
		Sabatia	
		Hamisi	
		Emuhaya	
46	Wajir	Luanda	6
		Wajir East	
		Tarbaj	
		Wajir West	
		Eldas	
		Wajir South	
47	West Pokot	Wajir North	4
		Kapenguria	
		Sigor	
		Pokot South	
		Kacheliba	
Total Number of Constituencies:			290

Annex 3: PAYROLL, MONTHLY AND OTHER REPORTS

Annex 3.1: Payroll Reports

In line with the Payment, the following reports will be required from the PSP in a **Narrative Format** entailing:

- i. **Amount Paid to beneficiaries** (summary and detailed list of beneficiaries paid);
- ii. **Rejected Credits** (including reason for failed credits within 2nd working day after commencement of payment);
- iii. **Participating Agents** (Including Agent-Level Transaction Details)

District / County	Number of Agents
ABC	XXX
DEF	XXXX
GHI	XXXXX

- iv. **Reconciliation of Payroll** (as per the format below)

A	B	C	D	E	F
Opening Balance	Funds Received	Funds Disbursed	Rejected Credits	Refunds	Closing Balance

Where: $C + D = B$
 $E = B - D$
 $A = \text{“F of Previous Payment”}$

The Narration will include challenges experienced (i.e., updates and case management).

Annex 3.2: Monthly Reports

The monthly reports required include (and will not be limited to):

- i. **Movement Report** (of the beneficiaries who made a transaction in the reporting month). **This report is submitted on a monthly in the format specified by the Ministry and is basis of computation of commissions;**
- ii. **Deceased Beneficiary Accounts** – report to be provided immediately (with a monthly summary);
- iii. **Closed Accounts** – due to change of beneficiary / caregiver details;
- iv. **Inactive Accounts** – report as at 4 months;
- v. **Dormant Accounts** – report 6 months; and
- vi. **Claw Backs** – monthly.

Annex 3.3: Other Reports

Annex 3.3.1 – Carded Beneficiaries

Prog. No.	Card Number	I.D. No.	Beneficiary Name	Amount	Paid	Sub-County
3456789	5054150325296371	3566372	XXXX XXXY	16,000	16,000	Lamu
2345679	5054150002219027	6715897	YYYY YYYZ	16,000	16,000	Rongo

Annex 3.3.2 – Uncarded Beneficiaries

PSP	Close Of Payment	Prog. No.	I.D. No.	Beneficiary Name	Payment No.	Amount Due
PSP 1	3/3/2021 14:29	1234567	3566372	XXXX XXXY	8181386	8,000
PSP 1	3/3/2021 14:35	2345678	6715897	YYYY YYYZ	8152672	4,000

SECTION VIII: STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Letter of notification of award
9. Form RB 1

1. FORM OF TENDER

Date _____

Tender No. _____

To
.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers, the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. [description of services] in conformity with the said tender documents for the sum of . [total tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.*
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20_____

[signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

2. PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____. Page ____ of _____.

1	2	3	4	5	6
Item No.	Description	Unit cost in Zone A (Urban) (KShs.)	Unit cost in Zone B (Peri-Urban) (KShs.)	Unit cost in Zone C (Remote) (KShs.)	Remarks
Rate of Commission for:-					
1.	500 - 4,000				
2.	4,001 - 8,000				
3.	8,001 - 12,000				
4.	12,001 - 16,000				
5.	16,001 - 20,000				
6.	20,001 - 24,000				
7.	24,001 - 30,000				

N.B.: Quoted rates should be inclusive of ALL applicable taxes. In case of discrepancy between unit price and total, the unit price shall prevail.

Signature of tenderer _____

3. CONTRACT FORM

THIS AGREEMENT made the ___day of ____20___ between..... [name of procurement entity] of [country of Procurement entity] (hereinafter called “the Procuring entity”) of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz..... [brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of [contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of_____.

4. CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No,Street / Road.....</p> <p>Postal addressTel No.Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – KShs.</p> <p>Name of your bankers.....</p> <p>Branch.....</p>

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full..... Age</p> <p>Nationality.....Country of Origin</p> <p>Citizenship details</p> <p>.....</p>
--	--

	<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		

	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal KShs.</p> <p>Issued KShs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		

	<p>Date..... Signature of Candidate.....</p>
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5. TENDER SECURITY FORM

Whereas [name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated..... [date of submission of tender] for the provision of [name and/or description of the services] (hereinafter called “the Tenderer”) KNOW ALL PEOPLE by these presents that WE..... Of having registered office at [name of procuring entity] (hereinafter called “the Bank”) are bound unto..... [name of procuring entity] (hereinafter called “the procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 20_____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

6. PERFORMANCE SECURITY FORM

To: [name of the Procuring entity]

WHEREAS..... [name of tenderer] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No._____ [reference number of the contract] dated _____20____ to supply [Description services] (Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]
(Amend accordingly if provided by Insurance Company)

7. BANK GUARANTEE FOR ADVANCE PAYMENT

To

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment, [name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of [*amount of guarantee in figures and words*].

We, the [*bank or financial institution*], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [*amount of guarantee in figures and words*].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until [*date*].

Yours truly,

Signature and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8. LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

9. FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO OF20.....

BETWEEN

..... APPLICANT

AND

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

Request for review of the decision of the (*Name of the Procuring Entity*) of
dated the...day of20..... in the matter of Tender No of 20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED (Applicant)

Dated on day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
..... 20

SIGNED
Board Secretary