



Project Name: Building Skills for Human Capital Development in South Sudan

Grant No. TF0C1764

Contract

BETWEEN

Ministry of General Education and Instruction

AND

Forty Seven C Financial Consultants (47CFC)

Assignment Title: Technical Assistance for Developing and Installing Accounting System

Contract REFERENCE No. SS-MOGEI-485233-CS-CQS



Dr. Rao Jonnah Owen

, 19th November 2025

Dated: 19 November, 2025

19th November 2025



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I. Contract Agreement

LUMP-SUM

This CONTRACT for Technical Assistance for Developing and Installing Accounting (hereinafter called the "Contract" is made the 19 day of November, 2025 between **Ministry of General Education and Instruction**, on the one hand, (hereinafter called the "Client") and, **Forty Seven C Financial Consultants (47CFC)** on the other hand, (hereinafter called the "Consultant").

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of **USD147,000.00 (One hundred and forty seven thousand United States dollars) inclusive of local indirect taxes.** The net contract price for the scope of services is **USD136,350.00 (One hundred thirty six thousand three hundred fifty United States Dollars)** and the amount for local taxes is **USD10,650.00 (Ten thousand six hundred fifty United States Dollars)** and this shall be paid by the client on behalf of the consultant by deducting from the submitted invoices.
- (c) the Client has received a grant from the *International Development Association (IDA)*: toward the cost of the Services and intends to apply a portion of the proceeds of this grant to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the grant agreement, including prohibitions of withdrawal from the grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the grant agreement or have any claim to the grant proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 "Fraud and Corruption");
 - (b) The Special Conditions of Contract;
 - (c) Appendices:



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Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

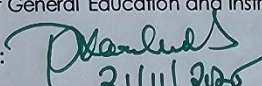
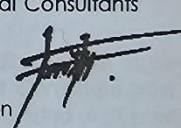
(c) Appendices:

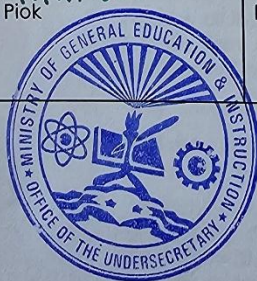
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- Appendix E: Code of Conduct for Experts
- Appendix F: Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D; Appendix E; and Appendix F. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of: Ministry of General Education and Instruction Signature:  Hon. Kachvol Mabil Piok Authorized Representative	For and on behalf of: Forty Seven C Financial Consultants (47CFC) Signature:  DR. Rao Jannah Owen Authorized Representative of the Consultant
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II. General Conditions of Contract

A. GENERAL PROVISIONS

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

- (a) **"Applicable Law"** means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) **"Bank"** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (c) **"Borrower"** means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (d) **"Client"** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (e) **"Client's Personnel"** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client's obligations under the Contract; and any other personnel identified as Client's Personnel, by a notice from the Client to the Consultant.
- (f) **"Consultant"** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (g) **"Contract"** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (h) **"Day"** means a working day unless indicated otherwise.
- (i) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (j) **"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.



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- (k) **"Foreign Currency"** means any currency other than the currency of the Client's country.
- (l) **"GCC"** means these General Conditions of Contract.
- (m) **"Government"** means the government of the Client's country.
- (n) **"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) **"Key Expert(s)"** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (p) **"Local Currency"** means the currency of the Client's country.
- (q) **"Non-Key Expert(s)"** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) **"Party"** means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (s) **"SCC"** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not overwritten.
- (t) **"Services"** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) **"Sexual Exploitation and Abuse" "(SEA)"** means the following:

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

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- (v) **"Sexual Harassment" "(SH)"** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts or Client's Personnel.
- (w) **"Sub-consultants"** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(x) **"Third Party"** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

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

3. Law Governing 3.1. This Contract, its meaning and interpretation, and the relation **Contract** between the Parties shall be governed by the Applicable Law.

4. Language 4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

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

6. Communications 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

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

7. Location 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

8. Authority of Member in Charge 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

9. Authorized Representatives 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.

10. Fraud and Corruption 10.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Attachment 1 to the GCC.



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a. Commissions and Fees

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

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

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

12. Termination of Contract for Failure to Become Effective

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

13. Commencement of Services

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

14. Expiration of Contract

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.

15. Entire Agreement

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

16. Modifications or Variations

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

17. Force Majeure

- a. Definition**
- 17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract**
- 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. Measures to be Taken**
- 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:



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- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49 & 50.

18. Suspension

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

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

a. By the Client 19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 50.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within fortyfive (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations 19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract

pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services 19.1.5. Upon termination of this Contract by notice of either Party

to the other pursuant to Clauses GCC 19a or GCC 19b, the



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Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

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

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

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

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Submission by the Consultant for the Client's approval, for addition of any Subconsultant not named in the Contract, shall also include the Sub-consultant's declaration in accordance with Appendix F-

Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all

practicable steps to ensure that any of its Experts and Subconsultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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

21. Conflict of Interest

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 43 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants

Certain

and any entity affiliated with such Sub-consultants, shall be

Activities

disqualified from providing goods, works or non-consulting



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services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

- c. **Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. **Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality 22.1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant 23.1. Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be provided by the Applicable Law.

24. Insurance to be taken out by the Consultant 24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing 25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

- 25.2. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- 26. Reporting Obligations** 26.1. The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 27. Proprietary Rights of the Client in Reports and Records** 27.1. Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.



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28. Equipment, Vehicles and Materials

- 28.1. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
- 28.2. Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

29. Code of Conduct

- 29.1. The Consultant shall have a Code of Conduct for the Experts. Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.
- These measures include providing instructions and documentation that can be understood by the Expert and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.
- The Consultant shall also ensure that the Code of Conduct is visibly displayed in locations where the Services are provided. The posted Code of Conduct shall be provided in languages comprehensible to the Experts and the Client's Personnel.

30. Forced Labor

- 30.1. The Consultant, including its Subconsultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.
- No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

31. Child Labor

- 31.1. The Consultant, including its Subconsultants, shall not employ

or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Consultant, including its Subconsultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Consultant, including its Subconsultants, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Consultant with the Client's consent. The Consultant shall be subject to regular monitoring by the Client that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

32. Non-Discrimination and Equal Opportunity 32.1. The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the

33. Training of Experts

principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific



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groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 31).

- 33.1. The Consultant shall provide appropriate sensitization to the Experts on social aspects of the Contract, including on prohibition of SEA and SH.

The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

34. Description of Key Experts

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

35. Replacement of Key Experts

- 35.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

36. Removal of Experts or Sub-consultants

35.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered

only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

- 36.1. If the Client finds that any of the Experts or Sub-consultant:
- (a) persists in any misconduct or lack of care;
 - (b) carries out duties incompetently or negligently;
 - (c) fails to comply with any provision of the Contract;
 - (d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or
 - (e) undertakes behaviour which breaches the Code of Conduct; the Consultant shall, at the Client's written request, provide a replacement.
- 36.2. In the event that any of Key Experts, Non-Key Experts or Subconsultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

- 36.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 36.4. Subject to the requirements in Sub-Clause 36.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out the Services, any Expert who engages in (a) to (e) above.
- 36.5. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

37. Assistance and Exemptions

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



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- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.
- 38. Access to Project Site** 38.1. The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.
- 39. Change in the Applicable Law Related to Taxes and Duties** 39.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1
- 40. Services, Facilities and Property of the Client** 40.1. The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.
- 41. Counterpart Personnel** 41.1. The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

41.2. Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

42. Payment Obligation

42.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

43. Contract Price

43.1. The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

43.2. Any change to the Contract price specified in Clause GCC 43.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

44. Taxes and Duties

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

44.2. As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

45. Currency of Payment

45.1. Any payment under this Contract shall be made in the United States Dollars currency (ies) of the Contract.

46. Mode of Billing and the Payment

46.1. The total payments under this Contract shall not exceed Contract price set forth in Clause GCC 43.1.

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



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- 46.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.
- 46.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- 46.2.3 The Final Payment. The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- 46.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- 46.2.5 With the exception of the final payment under 46.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

47. Interest on Delayed Payments

- 47.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

G. FAIRNESS AND GOOD FAITH**48. Good Faith**

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

H. SETTLEMENT OF DISPUTES**49. Amicable Settlement**

- 49.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 49.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 50.1 shall apply.

50. Dispute Resolution

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



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II. GENERAL CONDITIONS

ATTACHMENT 1

FRAUD AND CORRUPTION

(Text in this Attachment shall not be modified)

1. Purpose

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

2. Requirements

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, subconsultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

- 2.2 To this end, the Bank:

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

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:

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



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- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, subcontractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
 - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect³ all

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

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

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



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accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.



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III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of the Republic of South Sudan
4.1	The language is: English.
6.1 and 6.2	The addresses are <i>P. O. Box 567 South Sudan, Juba</i> Client : Ministry of General Education and Instruction Attention : Hon. Kachuol Mabil Piok. (Undersecretary) E-mail : kachuol1@yahoo.com Consultant : Forty Seven C Financial Consultants (47CFC) Attention : DR. Rao Jannah Rao E-mail (where permitted) : Info@47cfc.org
8.1	The Lead Member on behalf of the JV is Forty Seven C Financial Consultants (47CFC)
9.1	The Authorized Representatives are: For the Client: Hon. Kachuol Mabil Piok, Undersecretary For the Consultant: DR. Rao Jannah Rao
11.1	The effectiveness conditions are the following: Signature of the two parties. • Signature of the two parties. • Issuance of commencement letter by the client
12.1	Termination of Contract for Failure to Become Effective: The time period shall be <u>One Month after commencement of contract</u>

13.1	Commencement of Services: The number of days shall be 30 days after signing the contract.
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	Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be 9 Months.
20.1	N/A
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes



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23.1	No additional provisions.
24.1	The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of 110% the contract value. (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable law in South Sudan (c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in South Sudan (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.1	Exceptions to proprietary rights provision do not apply
27.2	The Consultant shall not use the following documents: a) System Requirements & Capacity Assessment Report; b) System Design & Development Plan; c) Training & Consultation Workshop Report;



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43.1	The Contract price is: USD147,000.00 (One hundred and forty seven thousand United States dollars) inclusive of local indirect taxes. Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Client. The amount of such taxes is USD10,650 (Ten thousand six hundred fifty United States Dollars).
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44.1 and 44.2	The Client warrants that “the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts, any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of: (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that: (i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and (ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.						
46.2	The payment schedule: <table><tr><th>Deliverables</th><th>Timelines after contract commencement</th><th>Percentage of contract amount</th></tr><tr><td></td><td></td><td></td></tr></table>	Deliverables	Timelines after contract commencement	Percentage of contract amount			
Deliverables	Timelines after contract commencement	Percentage of contract amount					



	Approved Inception report	1 week	10%
	System Requirements & Capacity Assessment Report	2 weeks	30%
	System Design & Development Plan	3 weeks	30%
	Training & Consultation Workshop Report	4 weeks	25%
	Final Report	5-6 weeks	5%
46.2.1	The following provisions shall apply to the advance payment and the advance bank payment guarantee: (1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in local currency] shall be made within <i>[insert number]</i> days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against [list the payments against which the advance is offset]. (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment. (3) The bank guarantee will be released when the advance payment has been fully set off. NA		
46.2.4	The accounts are: for foreign currency: <i>[insert account]</i>.		
47.1	The interest rate is: Labor + 1%.		



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50.1

[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]

Disputes shall be settled by arbitration in accordance with the following provisions:

1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:

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- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *[name an appropriate international professional body, e.g., the Federation Internationale des IngenieursConseil (FIDIC) of Lausanne, Switzerland]* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.].*



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	(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
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	2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract. 3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.
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	4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of: (a) the country of incorporation of the Consultant <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country];</i> (b) the <i>[type of language]</i> language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such

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	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.
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IV. Appendices

APPENDIX A –

TERMS OF REFERENCE

Project: Republic of South Sudan – World Bank-Funded Projects
Title: Project Accounting Software
Reference No.: SS-MOGEI-485233-CS-CQS

1- BACKGROUND

The Government of the Republic of South Sudan (GoSS) is looking for a firm/service provider for a unified accounting system for all the World Bank-Funded projects.

2- OBJECTIVE OF THE ASSIGNMENT

The firm will be responsible for installing an accounting system.

3 – SCOPE OF ASSIGNMENT/WORK

The Firm will work with the Projects Finance team to install, implement and train an accounting system acceptable by the client.

4 – DELIVERABLES

The firm/service provider will provide the following deliverables:

1. Supply and installation of the accounting software
2. Design and setup the software to capture the chart of accounts, Budgeting, components, sub-components, activities, and categories
3. Implementing and Training the Users in Juba and states if required.
4. Facilitate importation of prior data into the accounting system to the client's satisfaction.
5. Provide technical system support as and when required by the clients (both physically and remotely/virtually).

The table below summarizes the timeline of the consultancy service output/ deliverables.

S/N.	Description of Output	Period After Commencement
1.	Installation and licenses	Two Weeks after Contract Signing
2.	Designing and setting up the accounting software	Three Weeks after installation



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3.	Data capture and training	Three Weeks after Designing the accounting system
4.	System support	Six Months after producing various reports

5 – SPECIFICATIONS OF THE SOFTWARE

The accounting system should be able to have the following specifications:

1. Budget preparation to facilitate Monitoring and evaluation. The software should be able to have a master work plan of which the annual work plan is derived alongside the actual expenditure
2. Should be able to accommodate the categorization/ classification of expenditures according to the needs of the project from Budgeting to reporting.
3. Bank reconciliation
4. Should be able to facilitate the generation of Monthly, quarterly and annual reports by categorization/ classification
5. Should be able to generate accounting documents for instance Payment Vouchers, Imprest and surrender forms among others that will be prescribed by the financial management Specialist
6. Should be able to incorporate multiple levels of approvals.
7. Maintain General Ledger and facilitate Journal entries
8. Generate Trial Balance
9. Generate statement of Receipt and Payments
10. Generate Statement of financial position
11. Track Imprest issued and surrendered and individual staff imprest ledgers
12. Generate statement of expenditures
13. Generate Registers/numbering of accounting documents
14. Bid & Quote Management.
15. Stock Management
16. Maintain Fixed Asset register
17. Project Accounting.
18. Purchasing module
19. Should be a web-based system with multi-user and ability to define user rights
20. Should be able to accommodate scanned documents with minimal storage requirements
21. Ability to interlink with Internet banking (desired).

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22. Multi- currency functionality 23. Generate commitments schedule
24. Data import and exports, including financial reports.
25. End of period closure controls to prevent alteration of financial information after cut-off dates. Rights to be reserved for admin only.
26. Easy integration with other systems such as IFMIS.



9 - DURATION OF THE ENGAGEMENT

The firm will be contracted for a period of **9 months from contract signing**. The firm will be expected to present a demonstration of the system functionality before a contract is awarded, subject to satisfactory performance.

10 - SERVICES AND FACILITIES TO BE PROVIDED BY CLIENT

The client will provide the firm with access to all requisite data and will facilitate/assist with any but not logistical, will facilitate liaison support/ stakeholder engagement/interviews as required, that will enable the firm perform the required duties with ease. The firm will commit to treating all non-public information related to the assessment (including non-public information and data provided by the authorities, internal discussions, and unpublished findings) as strictly confidential.

MINIMUM CONSULTANT'S QUALIFICATIONS AND EXPERIENCE REQUIREMENTS

The Consultant's minimum qualification and experience requirements are:

- a) **Core business and years in business:** The firm shall be registered/incorporated as a consultant and demonstrate experience in conducting institutional capacity needs assessments for national and local level public authorities or a related field for at least ten (10) years;
- b) **Relevant experience:** The firm should demonstrate having been involved in the successful execution and completion of at least three (3) projects of similar nature both in scope and complexity in a similar operating environment in the last ten (10) years. Details of the assignment-Name and address of the client, scope, value, and period shall be provided;
- c) **Technical and managerial capability of the consulting firm:** The firm shall demonstrate adequate technical capacity, including relevant equipment, tools, software and other resource, and managerial capacity to undertake the assignment in the submitted company profile(s).

I. TEAM COMPOSITION AND MINIMUM QUALIFICATION AND EXPERIENCE REQUIREMENTS FOR THE KEY EXPERTS

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The Consultant shall provide qualified and experienced key experts as required and appropriate for the execution of the assignment. The key experts shall personally carry out the services as described in this TOR. The key experts to be provided by the Consultant for this assignment are as follows: -

Table 1: List of key experts and key qualifications.



Expertise	Key Qualifications
Team Leader (1)	- A minimum of a master's degree in a relevant field such as Financial Management and Accounting Systems, Business administration, Economics, ICT related degrees or a related field. - At least 10 years of relevant experience in financial management, institutional development, and computerized accounting systems in similar or related projects. - At least 5 years of management and supervisory experience in large-scale consultancy projects - Experience in similar organizational settings and country contexts is an advantage.
Finance Management Expert (1)	- A minimum of a master's degree in a relevant field such as Accounting, Finance, or Business Administration (Finance), Economics, or a related field. - At least 7 years of experience in facilitating computerized financial management and accounting systems. - Demonstrated experience in public finance and accounting systems, including multi-donor funded projects. - Familiarity with working with UN Agencies and INGOs is an advantage. - Proficiency in use of Microsoft applications especially excel, and other accounting software used for financial reporting and management.

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Information Technology (IT) Specialist (1)	• Master's degree in information technology, computer science, or a related field. • At least 7 years of experience in facilitating the development and deployment of Information and Communication Technology (ICT) systems in service delivery settings (preferably in the public sector setting) • A Bachelor's degree in Information Technology, Computer Science or related fields. • Over 5 years of experience in developing, customizing, and deploying ICT systems in service delivery settings. • Hands-on expertise in ICT integration, accounting systems configuration, and systems security. • Skilled in aligning accounting solutions to organizational needs for efficiency, accountability, and transparency.
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Expertise	Key Qualifications
Additional subject matter experts on request	On request, the Consultant shall be able to engage a pool of short-term experts, to achieve any gaps in delivery of the contract

II. DURATION AND LOCATION OF THE ASSIGNMENT

The assignment is estimated to take place over a duration of **9 months**. The location of the assignment shall be in Juba (MoGEI National Offices), State Ministries of Education Offices and County Education Offices. The firm shall also be expected to undertake frequent visits to the States and selected counties.

III. REPORTING REQUIREMENTS AND TIME SCHEDULE FOR DELIVERABLES

The Consultant shall report to the Project Director in MOGEI-PIU and shall agree on dates for regular meetings during contract implementation to be held at any convenient location and/or online during the consultancy assignment.

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The Consultant shall prepare the reports in English and in a format and manner acceptable to the Client, with copies to the **Undersecretary Ministry of General Education and Instruction and the World Bank**.

The reporting requirements and timelines for deliverables are shown in Table 4 below. We anticipate that the consultant shall ensure the assessment starts MoGEI headquarters, then state up to county level to ensure capacity needs at all levels start to emerge early in the assignment. Furthermore, the consultant is expected to factor in a review period by the client of at least 10 working days after presenting a deliverable.

Table 2: List of deliverables, deadlines and format of submission for the entire assignment.

Deliverables	Timelines contract commencement	after Format of submission
<u>Inception report.</u> The inception report shall include detailed methodology and the analysis approach, including the key questions that will be answered in the need assessment stage. Two reports will be produced for the two separate institutions below; (i)-Ministry of Higher Education, Science and Technology (MoHEST)	1 Week	Two (2) Hard copy plus soft copy (either in PDF & Word version)



Deliverables	Timelines contract commencement	after Format of submission
(ii) –Ministry of General Education and Instruction (MoGEI)		

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<u>System Requirements & Capacity Assessment Report –</u> Assessment of; (i) Financial workflows for both MoHEST and MoGEI (ii) ICT infrastructure for MoHEST and MoGEI especially at Juba Level in the finance team (iii) Institutional capacity of MoHEST and MoGEI finance team.	2 Weeks	Two (2) Hard copy plus soft copy (either in PDF & Word version)
<u>System Design & Development Plan –</u> (i) Customized accounting system designed for each of the Ministries (MoHEST & MoGEI) that delivers the outputs per the TOR (ii) resource needs plans designed for MoHEST & MoGEI, (iii) System security framework mapped with user rights set up (Users, approvers, system administrators etc), for MoHEST & MoGEI (iv) Implementation roadmap for expansion to other directorates, support functions, States Ministries etc. in case either of the two Ministries desires to customize additional modules & ERPs in the future.	3 Weeks	Two (2) Hard copy plus soft copy (either in PDF & Word version)
<u>Training & Consultation Workshop Report –</u> (i) Training of key Finance and other users (ICT, system admins etc) and provide a report of the trained staff,	3-4 Weeks	Two (2) Hard copy plus soft copy (either in PDF & Word version)



Deliverables	Timelines contract commencement	after Format of submission
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(ii) Workshop discussions, and stakeholder feedback incorporated into a capacity enhancement proposals for future staff training and capacity transfers. (iii) propose the capacity development approach/strategy and activities required to address identified priorities and gaps while building on the identified strengths		
<u>Final Report</u> The final report will present the results achieved, highlight the challenges and how these were mitigated, highlight lessons learned and recommendations, include all final deliverables and include attachments such as the workshop report, pictures, raw data etc for MoHEST and MoGEI.	4 Weeks	Two (2) Hard copy plus soft copy (either in PDF & Word version)
<u>Online support</u> This deliverables ensures continued remote or online support after completion of the contract deliverables where adhoc but necessary system support is offered during the 6 weeks period.	6 Weeks	

IV. PAYMENT SCHEDULE

The proposed payment schedules will be linked to satisfactory performance of the contract which will be negotiated with the successful consultant as follows.

Table 3: Payment schedule.

Deliverables	Timelines after contract commencement	Percentage of contract amount
Approved Inception report	1 week	10%
System Requirements & Capacity Assessment Report	2 weeks	30%
System Design & Development Plan	3 weeks	30%
Training & Consultation Workshop Report	4 weeks	25%
Final Report	5-6 weeks	5%

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V. ESTIMATED TIME-INPUTS FOR KEY EXPERTS

This contract is a lump-sum contract. The estimated Level of Effort (LOE) for the key experts is presented in Table 6.

Table 4: Key Expert Estimated Time Input

Key Expert	LEVEL OF EFFORT
1- Team Leader	9 months
2- Finance Management Expert	5 months
3- Information Technology (IT) Specialist	5 months

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APPENDIX B - KEY EXPERTS

Ministry of Higher Education, Science and Technology (MoHEST)

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)								Total time-input (in Months)		
		Position		D-1	D-2	D-3	D-4	D-5	D-6	Home	Field	Total
KEY EXPERTS												
K-1	Dr. Rao Jonnah Owen	[Team Leader]	[Home]	0.3	0	0.3	0	0	0.3	0.9		2.4
			[Field]	0	0.3	0.3	0.3	0.3	0.3		1.5	
K-2	Michael Musiega	Financial Management expert	[Home]	0.3	0	0	0	0	0.3	0.6		1.8
			[Field]	0	0	0.3	0.3	0.3	0.3		1.2	
K-3	Christine Mbugua	Information Technology (IT) Specialist	[Home]	0.3	0.3	0	0	0	0	0.6		1.8
			[Field]	0	0	0.3	0.3	0.3	0.3		1.2	
K-4	Edward Ahmed Nyei Lumani	Odoo Accounting system Functional Expert	[Home]	0.3	0	0	0	0	0	0.3		2.4
			[Field]	0	0.6	0.3	0.3	0.3	0.6		2.1	
				Subtotal								8.4
NON-KEY EXPERTS												

N-1	Catherine Emmanuel		[Home]	0	0	0	0	0	0	0	0	2.4
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		Local ICT Support Officer	[Field]	0	0.3	0.3	0.6	0.6	0.6		2.4	
N-2	Erick Mukiri	ICT Officer	[Home]	0	0.3	0	0	0.3	0.3	0.9		1.8
			[Field]	0	0	0.3	0.3	0	0.3		0.9	
				Subtotal								4.2
				Total								12.6

Ministry of General
Education and
Instruction (MoGEI)

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)								Total time-input (in Months)		
		Position		D-1	D-2	D-3	D-4	D-5	D-6	Home	Field	Total
KEY EXPERTS												
K-1	Dr. Rao Jonnah Owen	[Team Leader]	[Home]	0.7	0	0.7	0	0	0.7	2.1		5.6
			[Field]	0	0.7	0.7	0.7	0.7	0.7		3.5	
K-2	Michael Musiega	Financial Management expert	[Home]	0.7	0	0	0	0	0.7	1.4		4.2
			[Field]	0	0	0.7	0.7	0.7	0.7		2.8	
K-3	Christine Mbugua	Information Technology (IT) Specialist	[Home]	0.7	0.7	0	0	0	0	1.4		4.2
			[Field]	0	0	0.7	0.7	0.7	0.7		2.8	
K-4			[Home]	0.7	0	0	0	0	0	0.7		5.6



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	Edward Ahmed Nyei Lumani	Odoo Accounting system Functional Expert	[Field]	0	1.4	0.7	0.7	0.7	1.4		4.9	
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				Subtotal							19.6
NON-KEY EXPERTS											
N-1	Catherine Emmanuel	Local ICT Support Officer	[Home]	0	0	0	0	0	0	0	5.6
			[Field]	0	0.7	0.7	1.4	1.4	1.4	5.6	
N-2	Erick Mukiri	ICT Officer	[Home]	0	0.7	0	0	0.7	0.7	2.1	4.2
			[Field]	0	0	0.7	0.7	0	0.7	2.1	
				Subtotal							9.8
				Total							29.4



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CVs FOR THE KEY EXPERTS

Position Title and No.	<i>Financial Management, Systems & Institutional Strengthening Expert</i>
Name of Expert:	Dr. Rao Jonnah Owen
Date of Birth:	6/04/1988
Country of Citizenship/Residence	Kenya

1. 1. Education and Professional Qualifications

Year	Institution	Qualification	Specialization
2018 – 2021	United States International University – Africa	Doctorate in Business Administration (DBA)	Finance
2011 – 2013	University of Nairobi	Master of Business Administration (MBA)	Finance
2006 – 2009	Daystar University	Bachelor of Commerce (B.Com)	Accounting, Business Administration & Management

2. 2. Key Expertise Areas

- Financial Management and Institutional Systems Strengthening
- ERP (Odoo/SAP) Financial Design, Configuration, and Implementation Oversight
- Public Financial Management (PFM) Reform and Systems Alignment
- Financial Modelling and Feasibility Analysis for Infrastructure Projects
- Infrastructure and Public Sector Financing (Water, Roads, Health, Education)
- Revenue Enhancement and Cost Recovery Strategies
- Risk and Financial Sustainability Assessments
- Capacity Building and Change Management in Financial Systems

3. 3. Employment Record and Relevant Experience (Past 15 Years) **(2023 – Present)**

Financial Management, Systems & Institutional Strengthening Expert

Forty Seven C Financial Consultants (47CFC)

Email: info@47cfc.org | Website: <https://www.47cfc.co.ke/> **Key**

Responsibilities and Achievements:



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- Lead technical expert in the design and implementation of **integrated financial management systems (Odoo ERP)** for public sector clients.
- Provided financial process mapping and system configuration support aligned to **IPSAS** and **public finance laws**.
- Spearheaded institutional capacity strengthening programs focusing on financial governance, revenue systems, and automation.
- Oversaw integration of financial workflows across accounting, procurement, and human resource modules.
- Supported Ministries and State Corporations in **budget management automation, reporting frameworks, and performance monitoring**.
- Guided system adoption through **change management and structured training** of finance and ICT staff.

(2021 – 2023)

Lead Financial Analyst, Forty Seven C Financial Consultants (47CFC) Key Assignments:

- Developed financial models for infrastructure investments in Water, Roads, Oil Pipeline, and Energy sectors.
- Conducted financial feasibility studies to assess project sustainability and investor return profiles.
- Designed frameworks for **private sector participation and PPP financing** in infrastructure.
- Supported the **Water Resources Authority (WRA)** in implementing the *Water Use Charge Enforcement Framework (Regulation 9, 2025)* to enhance revenue performance.
- Led multi-county workshops on financial modelling, institutional reforms, and performance-based budgeting.

(2018 – 2021)

Senior Financial Consultant, Forty Seven C Financial Consultants (47CFC) Major

Assignments:

- Led a national study on *Influence of Risk Factors on Water-Sanitation Infrastructure Investments in Kenya*.

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- Built advanced financial models assessing liquidity, leverage, and profitability of Water Service Providers (WSPs).
- Quantified the impacts of operational, credit, and environmental risks on project viability.
- Published a research-based policy brief for water sector financing reforms.



(2013 – 2018)

Infrastructure Finance and Sustainability Specialist, Forty Seven C Financial Consultants (47CFC)

Responsibilities:

- Developed and operationalized **sustainability financing frameworks** for public infrastructure entities.
- Formulated financial and strategic plans focused on **income diversification, cost recovery, and sound fiscal management**.
- Provided advisory services on **resource mobilization, donor coordination, and revenue systems modernization**.
- Trained institutional finance units on **budget control, expenditure tracking, and reporting improvement**.

(2009 – 2013)

Financial Analyst, Siero & Associates Consulting

[https://www.sieroassociates.co.ke/the-team/consulting-](https://www.sieroassociates.co.ke/the-team/consulting-associates)

associates **Key Contributions:**

- Conducted comprehensive studies on the *Effect of Funding Sources on Financial Sustainability of Water Sector Institutions in Kenya*.
- Advised on WRMA's revenue generation framework, tariff setting, and funding structure alignment.
- Co-authored the book "*Financial Sustainable? Demystifying Financial Sustainability of the Kenya Water Sector*" (2013).
- Supported financial modeling and institutional restructuring to strengthen service delivery mechanisms.

4. 4. Publications

Dr. Rao Jonnah Owen , 19th November 2025

- Rao, J. (2013). *Financial Sustainable? Demystifying Financial Sustainability of the Kenya Water Sector*. Lambert Academic Publishing.
- Rao, J. (2021). *Influence of Risk Factors on Water-Sanitation Infrastructure Investment in Kenya*. Doctoral Thesis, USIU-Africa.

5. 5. Adequacy for the Assignment



Dr. Rao brings over 15 years of progressive experience in **financial management systems design, ERP-based institutional strengthening, and infrastructure finance.**

For the **Ministry of General Education and Instruction (MoGEI)** Odoo ERP project, he will:

- Lead the **financial and accounting process mapping** to align ERP modules with MoGEI's workflows.
- Configure **chart of accounts, budget structures, and internal controls** in line with GoSS financial regulations.
- Integrate Odoo modules for **Accounting, Budgeting, Procurement, and HR** to ensure seamless data flow.
- Provide **capacity building and hands-on training** for finance staff on ERP operation, reporting, and reconciliation.
- Oversee **data migration, validation, and financial reporting automation** for improved transparency and efficiency.
- Support institutional policy strengthening for long-term ERP sustainability and governance.

6. 6. Language Proficiency

Language Speaking Reading Writing

English	Excellent	Excellent	Excellent
Swahili	Excellent	Excellent	Excellent

7. 7. Expert's Contact Information

Email: jonnahrao@gmail.com

Mobile: +254 (0) 726 852 815

Email: info@47cfc.org | **Mobile:** +254 (0) 726 852 815

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Certification:

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

Financial Management, Systems &**Institutional Strengthening****Expert**
19th November 2025

Name of Expert

Signature

Date {day/month/year}

Dr. Rao Jonnah Owen
19th November 2025

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

Signature

Date

Position Title and No.	Financial Management Expert
Name of Expert:	Michael Musiega Godia
Date of Birth:	January 21, 1983
Country of Citizenship/Residence	Kenya

EDUCATION AND QUALIFICATIONS*Dr. Rao Jonnah Owen , 19th November 2025*

Year	Institution	Qualification / Award
2010 – 2018	College of Business Administration, City University of Seattle	Master of Business Administration (MBA) – Finance Specialization
2006 – 2009	College of Arts and Sciences, Southwest Minnesota State University	Bachelor of Science (Management)
Ongoing	University of Cape Town	Professional Certificate in Financial Modelling and Analysis (Starting February 12, 2024)



Associate Member	Kenya Institute of Management (Membership No. M-63896)	Professional Membership
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E. PROFESSIONAL EXPERIENCE

National Bank of Kenya (March 2014 – Present)

Department: Operations

Position: Customer Service Executive **Key**

Responsibilities:

- Lead financial analysis, cost management, and budgeting processes.
- Develop and implement operational strategies based on financial analysis.
- Oversee preparation of budgets, financial statements, and reports.
- Ensure compliance with internal controls, audit standards, and statutory obligations.
- Support project expenditure review and variance analysis.
- Supervise cash flow, payroll processing (e.g., KNH, KMTC), and reconciliation.
- Drive efficiency improvements and automation within the operations unit.

National Bank of Kenya (February 2013 – February 2014)

Department: Retail

Position: Customer Service Officer **Key**

Responsibilities:

- Delivered high-quality customer service and managed client portfolios.
- Oversaw financial transactions, account management, and reconciliations.
- Promoted banking products and digital services for revenue growth.
- Managed customer complaints and compliance with TAT standards.

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Teachers Service Commission (TSC) (August 2012 – January 2013)**Position:** Finance Officer **Key****Responsibilities:**

- Managed budgeting, expenditure control, and cash book reconciliations.
- Prepared financial statements and supplementary budgets.
- Utilized IFMIS and IPPD for payroll and financial management.
- Maintained payables, receivables, and general ledger accounts.
- Ensured compliance with tax, audit, and reporting requirements.

National Coordinating Agency for Population and Development (NCAPD) (May – December 2009)**Position:** Intern**Key Responsibilities:**

- Supported data collection, analysis, and research on population dynamics.
- Participated in the 2009 Kenya Service Provision Assessment (KSPA) and National Census.

F. LEADERSHIP AND PROFESSIONAL TRAININGS

- Presenting with Confidence
- Managing and Motivating for Performance
- Helping People Buy
- Communicating with Impact and Interpersonal Skills
- Report Writing and Presentation Skills
- Team Building and Business Etiquette

G. COMMUNITY PARTICIPATION

- Member, **Board of Governors**, Stanley Godia Secondary School, Vihiga District

H. LANGUAGE PROFICIENCY**Language Proficiency**

Dr. Rao Jonnah Owen, 19th November 2025

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English Excellent

Kiswahili Excellent

Certification:

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



Michael Musiega Godia

Financial Management Expert

19th November 2025

Name of Expert

Signature

Date {day/month/year}

Dr. Rao Jonnah Owen

19th November 2025

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

Signature

Date

Dr. Rao Jonnah Owen , 19th November 2025



Position Title and No.	Information Technologist Specialist
Name of Expert:	Christine Mbugua
Date of Birth:	10/08/1980
Country of Citizenship/Residence	Kenya

Education:**Jomo Kenyatta University of Agriculture and Technology**

May 2007 - July 2009 Master of Science in Entrepreneurship

Sept 2001 - Jul 2004 Bachelor of Science in Information Technology

Strathmore College, Nairobi

Jan 1999 –Jun 1999 Higher Diploma in Management Information Systems

Jan 1998-Dec 1998 Diploma in Management Information Systems

Employment record relevant to the assignment:

Dr. Rao Jonnah Owen , 19th November 2025

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
Sep 2020-present	Kratis Advisory Ltd Associate Consultant – Projects & Financial Advisory For reference: Sane Apale CEO Kratis Advisory Tel: +254727702191 Email: Sane@Kratis.co.ke	Kenya	☐ Assistant project manager, Core Banking and ERP System Upgrade (Including Finance and Procurement) and Credit Scoring system acquisition ☐ Project planning and oversight ☐ Functional requirements analysis and definition ☐ Alternate payment system integrations ☐ Integrations with Mobile App ☐ UAT support ☐ Project implementation ☐ Client: -Nation Sacco ☐ Functional Requirements analysis and Definition for



Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
			Core Banking and ERP System Upgrades (Including Finance and Procurement) and Mobile Banking App ☐ Post Implementation Support ☐ Client: - Shofco Sacco

Dr. Rao Jonnah Owen , 19th November 2025

IV. Appendices

Lump-Sum

Aug 2023- Aug 2024	Project Delivery Manager Afriworks Ltd For reference: Peter Malla CIO Regional Business, NCBA Group PLC Tel: +254701176977 Email: Peter.malla@ncbagroup.com		☐ Project Manager, Flagship Project and Odoo ERP System (Including Finance and Procurement) ☐ Team Leadership ☐ Project Planning, Risk Management, Reporting and Oversight ☐ Functional requirements analysis and definition ☐ Management team training on the Flagship Project ☐ UAT support
May 2018- Aug 2020	Credit Bank Plc Product Manager-Innovation and Marketing For references: Mr Francis Ngaruiya Head of HR and Legal Services Tel: +254722595557 Email: fngaruiya@creditbank.co.ke	Kenya	☐ Product and Communication Lead for Mobile Banking and Internet Banking Projects ☐ Conversion of Business needs to Functional Requirements for Both projects ☐ User Experience (UX) and customer journeys design ☐ UAT Design and implementation ☐ Project Communication to Executive Committee and Staff ☐ Mobile Banking platform training across the bank



Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
			before go-live and post implementation

Dr. Rao Jonnah Owen , 19th November 2025

Membership in Professional Associations and Publications: Associate Member of the Institute for the Management of Information Systems **Expert 's contact information:** e-mail Ms.cmbugua@gmail.com phone +254720883956



Dr. Rao Jonnah Owen , 19th November 2025

Certification:

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

Christine Mbugua**Information Technology****Specialist****19th November 2025**

Christine W. Mbugua [Signature] 19/11/2025

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

Dr. Rao Jonnah Owen**19th November 2025**

[Signature]

Name of authorized Signature Date
Representative of the Consultant
(the same who signs the Proposal)

**Dr. Rao Jonnah Owen , 19th November 2025**

Position Title and No.	Odoo Functional Consultant
Name of Expert:	Edward Ahmed Nyei Lumani
Date of Birth:	22-12-1992
Country of Citizenship/Residence	South Sudan -Juba

Education:

Start	Date of Completion		
2012	2014	Sikkim Manipal University	B achelor Degree in Information Technology
2007	2010	St. Augustine Secondary School	Sudan School Certificate
1996	2006	St. Philip Primary School	Primary School Leaving Certificate

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact information for references	Summary of activities performed relevant to the Assignment
August 2025 update	Support for Peace Education development Programme/ Odoo Functional Consultant	analyzing organizations requirements, designing Odoo solutions, conducting gap analysis, training users, troubleshooting issues,

Dr. Rao Jonnah Owen , 19th November 2025



Period	Employing organization and your title/position. Contact information for references	Summary of activities performed relevant to the Assignment
South Sudan	Reference: Khamis Freza Samuel ICT - Officer. Email: khamis-it@spedp.org Telephone: +211 920 016 832	and ensuring smooth system integration and deployment.
December 2020 to July 2025 South Sudan	Dynamic Consult LTD Information System manager & Odoo Functional Consultant Reference: Mr. Wani Samson Business Development Manager Dynamic Consult Ltd Email: sales@dynamicconsult.com.ss Tel: 211923334500	- Participated in requirement gathering and process analysis with stakeholders. - Designed and implemented modulespecific workflows to match client operations. - Customized standard Odoo modules and developed new ones as per business needs. - Coordinated with cross-functional teams including developers, QA, and business users. - Managed end-to-end project lifecycle from planning and deployment to support. - Conducted training sessions for end users and provided ongoing support post-implementation. - Ensured system scalability and performance optimization throughout the project

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

Dr. Rao Jonnah Owen , 19th November 2025

○ Odoo System Database Creation & License Activation. ○ System Structuring, Charts of Account, Budgets. ○ Templates Customization. ○ Training	Position: Finance Specialist Organization: Central Bank of South Sudan 3SF Project Tel: +211 911 696303 / +254 728 323333 Email: jeff.imbayi@gmail.com
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○ Odoo System Structuring, Charts of Account, Budgets. ○ Projects ○ Templates Customization. ○ Training Support and Follow-up.	Name: Lilian Atayo Position: Finance and Administrative Officer Organization: Youth Social Advocacy Team (YSAT) Tel: +211 921 192611 Email: Lilian@youthsat.org
○ Odoo System Database Creation & License Activation. ○ System Structuring, Charts of Account, Budgets. ○ Templates Customization. ○ Training	Support for Peace Education development Programme Khamis Freza Samuel ICT - Officer. Email: khamis-it@spedp.org Telephone: +211 920 016 832
Codingbits was contracted by GIZ to provide support to 4 partners who are based in Juba, Torit, Yei & Yambio. The assignment involved supplying the partners with Genuine QuickBooks Licenses, training them with training and giving them support and maintenance for a period of 6 months.	Name: Batali Emmanuel Position: Project Manager GIZ - Resilient Basic Services Project (REBASE) in South Sudan Email: batali.emmanuel@giz.de Tel: 211927722052
Codingbits was contracted by DCA to provide support to 8 partners who are based in Juba. The assignment involved supplying the partners with Genuine QuickBooks Licenses, training them with training and giving them support and maintenance for a period of 6 months.	Name: Mutto Emmanuel Position: Finance Officer-Partners Support Organization: DCA South Sudan Email: muem@dca.dk Tel: +211 (0) 923 675 780 Skype: mutto. emmanuel

Dr. Rao Jonnah Owen, 19th November 2025

Expert 's contact information: e-mail
edwardlumai@gmail.com
phone: +211922624936)



Dr. Rao Jonnah Owen , 19th November 2025

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

Edward Ahmed Nyei Lumani**Odoo Accounting System****Functional Expert****19th November 2025**

Name of Expert

Signature

Date {day/month/year}

Dr. Rao Jonnah Owen**19th November 2025**

Name of authorized

Signature

Date

Representative of the Consultant

(the same who signs the Proposal)

**Dr. Rao Jonnah Owen , 19th November 2025**

Position Title and No.	ICT operations, systems management, and digital communication
Name of Expert:	Catherine Emmanuel
Country of Citizenship/Residence	Email: emmanuelcatherine719@gmail.com Telephone: +211 923 190 797 Address: Juba, South Sudan

1. Profile Summary

A passionate and dedicated **Information Technology professional** with hands-on experience in ICT operations, systems management, and digital communication. Skilled in managing software systems, supporting hardware and network infrastructure, and applying technologydriven solutions to improve organizational efficiency. Demonstrates strong analytical, communication, and project coordination skills, with experience gained from international and private-sector institutions.

2. Key Qualifications

- Over three years of practical experience in **IT systems support and operations**.
- Strong background in **digital marketing, software management, and web-based system development**.
- Skilled in **project management and team collaboration** for ICT-related initiatives.
- Proficient in **desktop operating systems, application software, and IT troubleshooting**.
- Excellent written and verbal communication in **English and Arabic**.

3. Education

Bachelor of Science in Information Technology

Uganda Christian University — 2020–Present

South Sudan School Certificate

Mahad Secondary School — 2013–2017

Dr. Rao Jonnah Owen , 19th November 2025



4. Employment Record

IT Operations Assistant

Dynamic Consult Limited, Juba, South Sudan

November 2021 – November 2024

Responsibilities and Achievements:

- Supported IT service delivery and proposed improvements to enhance operational efficiency.
- Responded promptly to client requests, providing reliable solutions aligned with business needs.
- Collaborated on software deployment and system upgrades across departments.
- Maintained strong client relationships and ensured clarity in written and verbal communications.
- Promoted use of innovative technologies to address customer requirements.

ICT Intern

Action Africa Help International (AAH-I), Juba, South Sudan March

2021 – November 2021

Responsibilities and Achievements:

- Provided frontline ICT support, troubleshooting user issues, and ensuring service continuity.
- Supported the installation and maintenance of PC hardware and software systems.
- Coordinated training sessions and assisted in implementing software and project management tools.
- Maintained antivirus systems and ensured system security through updates and monitoring.

5. Expertise Areas

- ICT Systems Operations and Support
- Web and Application Development • Database and Software Management
- Digital Marketing and Online Branding
- Project Management
- Communication and Client Engagement

Dr. Rao Jonnah Owen , 19th November 2025



6. Languages

- **English:** Fluent
- **Arabic:** Fluent

Dr. Rao Jonnah Owen , 19th November 2025



Dr. Rao Jonnah Owen , 19th November 2025

Certification:

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Catherine Emmanuel**Local ICT Support Officer****19th November 2025**

Name of Expert

Signature

Date {day/month/year}

Dr. Rao Jonnah Owen**19th November 2025**

Name of authorized

Signature

Date

Representative of the Consultant

(the same who signs the Proposal)

**Dr. Rao Jonnah Owen , 19th November 2025**

Position Title and No.	ICT OFFICER
Name of Expert:	ERIC MUIKIRI GITIRE
Date of Birth:	09 July 1999
Country of Citizenship/Residence	Kenyan

Education:

Bachelor's Degree in Business Information Technology, THE EAST AFRICAN UNIVERSITY. 05/2017/12/2020
Kajiado, Kenya

Huawei Certified Information Associate (HCIA)-Certified with Huawei Data communication and Networking Essentials. Huawei Academy, 2024

Certificate in Cyber security Essentials- Certified with cyber security concepts. Coursera, 2025

Certificate in System Administration and IT Infrastructure. -System and General IT support, technical support that provides assistance with various technological issues like computers, printers, networks, and device. Google, 2024

Oracle Certified Foundations Associate-Certified with basic oracle cloud and oracle data center support skills. Oracle University, 2024

Certificate in Cloud Computing-Database Technology and Services Coursera, 2024

Certificate in UX Design-Certified with google on how to create products that are easy and enjoyable to use. Coursera, 2025

Certificate in Data analytics -Well trained analyst in gathering, cleansing, organizing and analyzing historical data. Coursera, 2025

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
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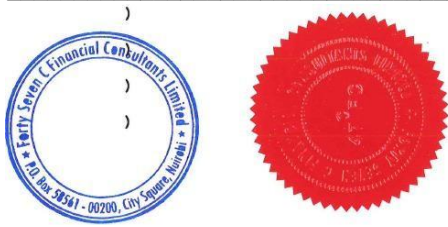
Dr. Rao Jonnah Owen , 19th November 2025



JAN 2021- TO DATE	ICT OFFICER, WATER RESOURCES AUTHORITY Faith Wawira, Principal ICT Officer, Water Resources Authority faith.wawira@wra.go.ke, 0710169206 Festus Riungu, Assistant Manager Human Resources and Administration, Water Resources Authority festus.riungu@wra.go.ke, 0721320560	Kenya	➤ Server administration and maintenance. ➤ Ensuring effective working of ICT infrastructure and systems for efficient service delivery. ➤ Analyzing, designing, Coding, testing, implementing computer programs. ➤ Providing user support. ➤ Maintaining support systems and training of users. ➤ Creating and enforcing ICT awareness to users. ➤ Providing remote support to the organization's branches. ➤ Repairing and maintain of ICT equipment and peripherals. ➤ Receiving, installing and certifying ICT equipment. ➤ Configuration of new ICT Hardware and Software. ➤ Management of ICT Network infrastructure.
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Dr. Rao Jonnah Owen , 19th November 2025

Membership in Professional Associations and Publications:



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

English and Kiswahili

Expert 's contact information:

(email: mylesmortmukiri@gmail.com)

phone:0795116175

Dr. Rao Jonnah Owen , 19th November 2025



Dr. Rao Jonnah Owen , 19th November 2025

Certification:

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

Erick Mukiri**ICT Officer****19th November 2025**

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

Dr. Rao Jonnah Owen**19th November 2025**

Name of authorized Signature Date
Representative of the Consultant
(the same who signs the Proposal)

**Dr. Rao Jonnah Owen , 19th November 2025**

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

Item	Cost (USD)
Cost of the Financial Proposal	
Including:	
(1) Remuneration	
Project 1 Ministry of Higher Education, Science and Technology (MoHEST)	15,975.00
Project 2 Ministry of General Education and Instruction (MoGEI)	37,275.00
(2) Reimbursables	
Project 1 Ministry of Higher Education, Science and Technology (MoHEST)	28,125.00
Project 2 Ministry of General Education and Instruction (MoGEI)	65,625.00
Total Cost of the Financial Proposal:	147,000.00
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded	
20 Percent Withholding Tax (WHT) on non-resident experts	
Project 1 Ministry of Higher Education, Science and Technology (MoHEST)	3,195.00
Project 2 Ministry of General Education and Instruction (MoGEI)	7,455.00
Total Estimate for Indirect Local Tax:	10,650.00

Dr. Rao Jonnah Owen , 19th November 2025



Dr. Rao Jonnah Owen , 19th November 2025



Dr. Rao Jonnah Owen , 19th November 2025

FORM FIN-3

BREAKDOWN OF REMUNERATION

	Ministry of Higher Education, Science and Technology (MoHEST)					
A. Remuneration						
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Person-month Remuneration Rate	Time Input in Person/Month	United States Dollars: USD
					(from TECH-6)	
	Key Experts					
K-1	Dr. Rao Jonnah Owen	Team Leader	[Home]	8500		
			[Field]	8500	0.6	5,100.00
K-2	Michael Musiega	Finance Management Expert	[Home]	6500	0	
			[Field]	6500	0.45	2,925.00



Dr. Rao Jonnah Owen , 19th November 2025

K-3	Christine Mbugua	Information Technology (IT) Specialist	[Home]	6000	0	
			[Field]	6000	0.45	2,700.00
K-4			[Home]	4000	0	

	Ministry of Higher Education, Science and Technology (MoHEST)					
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A. Remuneration

No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Person-month Remuneration Rate	Time Input in Person/Month	United States Dollars: USD
					(from TECH-6)	
	Edward Ahmed Nyei Lumani	Odoo Accounting System Functional Expert (Local)	[Field]	4000	0.6	2,400.00
					0	
	Non-Key Experts				0	
N-1	Catherine Emmanuel	Local ICT Support Officer	[Home]	2500	0	
			[Field]	2500	0.6	1,500.00



Dr. Rao Jonnah Owen , 19th November 2025

N-2	Erick Mukiri	ICT Officer	[Home]	3000	0	
			[Field]	3000	0.45	1,350.00
					0	
					Total Costs	15,975.00

	Ministry of General Education and Instruction (MoGEI)					
A. Remuneration						
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Person-month Remuneration Rate	Time Input in Person/Month	United States Dollars: USD
					(from TECH-6)	
	Key Experts					
K-1	Dr. Rao Jonnah Owen	Team Leader	[Home]	8500		
			[Field]	8500	1.4	11,900.00
K-2	Michael Musiega	Finance Management	[Home]	6500	0	



Dr. Rao Jonnah Owen , 19th November 2025

		Expert	[Field]	6500	1.05	6,825.00
K-3	Christine Mbugua	Information Technology (IT) Specialist	[Home]	6000	0	
			[Field]	6000	1.05	6,300.00
K-4	Edward Ahmed Nyei Lumani	Odoo Accounting System Functional Expert (Local)	[Home]	4000	0	
			[Field]	4000	1.4	5,600.00
					0	
	Non-Key Experts				0	
N-1	Catherine Emmanuel	Local ICT Support Officer	[Home]	2500	0	
			[Field]	2500	1.4	3,500.00
N-2	Erick Mukiri	ICT Officer	[Home]	3000	0	

	Ministry of General Education and Instruction (MoGEI)					
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A. Remuneration

	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Person-month	Time Input in Person/Month	United States Dollars: USD
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Dr. Rao Jonnah Owen , 19th November 2025

No.				Remuneration Rate	(from TECH-6)	
			[Field]	3000	1.05	3,150.00
					Total Costs	37,275.00

BREAKDOWN OF AGREED FIXED RATES IN CONSULTANT'S CONTRACT

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances indicated below:

(Expressed in United States Dollar)

Personnel	Position	(1) Basic Remuneration Rate per Working Month (USD)	(2) Social Charges (25%)	(3) Overhead (30%)	(4) Subtotal (1+2+3)	(5) Profit (10%)	(6) Away from Home Office Allowance (USD)	(7) Proposed Fixed Rate per Working Month (USD)	(8) Proposed Fixed Rate per Working Day (USD)
Home Office									
Dr. Rao Jonnah Owen	Team Leader	8,500	2,125	2,550	13,175	1,317	1,000	15,492	516



Dr. Rao Jonnah Owen, 19th November 2025

Michael Musiega	Finance Management Expert	6,500	1,625	1,950	10,075	1,007	900	11,982	399
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Personnel	Position	(1) Basic Remuneration Rate per Working Month (USD)	(2) Social Charges (25%)	(3) Overhead (30%)	(4) Subtotal (1+2+3)	(5) Profit (10%)	(6) Away from Home Office Allowance (USD)	(7) Proposed Fixed Rate per Working Month (USD)	(8) Proposed Fixed Rate per Working Day (USD)
Christine Mbugua	IT Specialist	6,000	1,500	1,800	9,300	930	900	11,130	371
Client's Country (South Sudan – Juba)									

Dr. Rao Jonnah Owen , 19th November 2025

Edward Ahmed Nyei Lumani	Odoo Functional Expert (Local)	4,000	1,000	1,200	6,200	620	500	7,320	244
Catherine Emmanuel	Local ICT Support Officer	2,500	625	750	3,875	388	400	4,663	155



Dr. Rao Jonnah Owen , 19th November 2025

Personnel	Position	(1) Basic Remuneration Rate per Working Month (USD)	(2) Social Charges (25%)	(3) Overhead (30%)	(4) Subtotal (1+2+3)	(5) Profit (10%)	(6) Away from Home Office Allowance (USD)	(7) Proposed Fixed Rate per Working Month (USD)	(8) Proposed Fixed Rate per Working Day (USD)
Erick Mukiri	ICT Officer	3,000	750	900	4,650	465	400	5,515	184

Signature

Date

Name and Title: _____



Dr. Rao Jonnah Owen , 19th November 2025

DULY FILLED AND SIGNED

CODE OF CONDUCT FOR EXPERTS FORM



We are the Consultant, **Forty Seven C Financial Consultants (47CFC)**.

We have signed a contract with **Ministry of General Education and Instruction (MoGEI), Republic of South Sudan]** for **Technical Assistance for Developing and Installing Accounting System**

Our contract requires us to implement measures to address social risks related to the Services, including the risks of **Sexual Exploitation and Abuse (SEA)** and **Sexual Harassment (SH)**.

This **Code of Conduct** forms part of our commitment to ensuring ethical behavior, integrity, and respect for human dignity during the performance of the Services. It outlines the conduct expected of all **Experts, consultants, and support staff** engaged under this assignment.

Our workplace and field operations are environments where **unsafe, offensive, abusive, or violent behavior will not be tolerated**. All persons should feel comfortable reporting issues or concerns without fear of retaliation.

REQUIRED CONDUCT

All Experts engaged by **47CFC** shall:

1. **Carry out their duties competently and diligently**, demonstrating the highest professional and ethical standards.
2. **Comply with this Code of Conduct** and all applicable national laws, regulations, and contractual obligations.
3. **Treat all individuals with respect and dignity**, without discrimination based on gender, race, ethnicity, disability, religion, age, or social status.
4. **Refrain from any form of Sexual Harassment**, defined as unwelcome sexual advances, requests for sexual favors, or verbal/physical conduct of a sexual nature involving colleagues, client staff, or community members.
5. **Refrain from Sexual Exploitation**, which includes any abuse of power, vulnerability, or trust for sexual purposes, including exchanging money, employment, or services for sexual acts.
6. **Refrain from Sexual Abuse**, defined as physical intrusion of a sexual nature, by force or under unequal or coercive conditions.
7. **Not engage in any sexual activity with persons under 18 years of age**, regardless of the age of consent, except in cases of pre-existing marriage recognized by law.
8. **Participate in mandatory orientation and sensitization training** on social safeguards, including SEA/SH prevention, ethical conduct, gender sensitivity, and safeguarding policies.
9. **Promptly report any suspected or actual violations** of this Code of Conduct to the designated focal person within **47CFC**.
10. **Refrain from retaliation** or victimization against anyone who, in good faith, raises a concern or reports misconduct.



Dr. Rao Jonnah Owen , 19th November
2025

RAISING CONCERNS

Any person (including staff, client representatives, or community members) may raise a concern regarding behavior that may constitute a breach of this Code of Conduct.

Reports or complaints can be made through any of the following channels:

1. **Designated Ethics & Safeguards Officer (47CFC):**

Name: **Ms. Glenah Nyamwaya**

Title: **Safeguards and Compliance Officer**

Address: **Forty Seven C Financial Consultants, Nairobi, Kenya**

Telephone: +254 723 582296 Email:

info@47cfc.org

2. **Safeguards Hotline (Anonymous Option):**

SMS/WhatsApp: +254 723 582296

The identity of any person reporting a concern will be **kept confidential**, except where disclosure is required by law. Anonymous complaints will be accepted and fully investigated. Any individual experiencing or witnessing a violation will be offered **referral to appropriate psychosocial or support services**, as applicable.

There shall be **no retaliation** against any person who raises a concern in good faith. Retaliation itself constitutes a breach of this Code.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by an Expert or staff member of **47CFC** may result in serious disciplinary measures, including but not limited to:

- **Formal warning or reprimand;**
- **Immediate removal from the assignment;**
- **Termination of contract;**
- **Referral to law enforcement authorities**, where applicable.

Such actions will be enforced in accordance with the **laws of the Client's country** and **international best practice** on professional and ethical conduct.

FOR EXPERT



Dr. Rao Jonnah Owen, 19th November
2025

I have received and read this **Code of Conduct**, provided in a language I understand. I acknowledge my obligation to uphold its principles and understand that any questions regarding its content may be addressed to the **Safeguards and Compliance Officer of 47CFC**.

Financial Management, Systems & Institutional Strengthening

Expert



19th November 2025

Name of Expert

Signature

Date {day/month/year}

8. Countersigned by Authorized Representative of Forty Seven C Financial Consultants (47CFC)

Name: Dr. Rao Jonnah Owen

Title: Executive Director



19th November 2025

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

Signature

Date



Dr. Rao Jonnah Owen , 19th November
2025

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15. **Refrain from Sexual Exploitation**, which includes any abuse of power, vulnerability, or trust for sexual purposes, including exchanging money, employment, or services for sexual acts.
16. **Refrain from Sexual Abuse**, defined as physical intrusion of a sexual nature, by force or under unequal or coercive conditions.



Dr. Rao Jonnah Owen , 19th November
2025

17. **Not engage in any sexual activity with persons under 18 years of age**, regardless of the age of consent, except in cases of pre-existing marriage recognized by law.
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Title: **Safeguards and Compliance Officer**

Address: **Forty Seven C Financial Consultants, Nairobi, Kenya**

Telephone: +254 723 582296

Email: **info@47cfc.org**

4. **Safeguards Hotline (Anonymous Option):**

SMS/WhatsApp: +254 723 582296

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CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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- **Formal warning or reprimand;**
- **Immediate removal from the assignment;**



Dr. Rao Jonnah Owen, 19th November
2025

- **Termination of contract;**
- **Referral to law enforcement authorities**, where applicable.

Such actions will be enforced in accordance with the **laws of the Client's country** and **international best practice** on professional and ethical conduct.

FOR EXPERT

I have received and read this **Code of Conduct**, provided in a language I understand. I acknowledge my obligation to uphold its principles and understand that any questions regarding its content may be addressed to the **Safeguards and Compliance Officer of 47CFC**.

Michael Musiega

Finance Management Expert

19th November 2025

Musiega

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

9. Countersigned by Authorized Representative of Forty Seven C Financial Consultants (47CFC)

Name: Dr. Rao Jonnah Owen

Title: Executive Director

19th November 2025

[Signature]

Name of authorized Representative of the Consultant (the same who signs the Proposal)	Signature	Date
---	-----------	------



Dr. Rao Jonnah Owen , 19th November
2025

We are the Consultant, **Forty Seven C Financial Consultants (47CFC)**.
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All Experts engaged by **47CFC** shall:

21. **Carry out their duties competently and diligently**, demonstrating the highest professional and ethical standards.
22. **Comply with this Code of Conduct** and all applicable national laws, regulations, and contractual obligations.



Dr. Rao Jonnah Owen , 19th November
2025

23. **Treat all individuals with respect and dignity**, without discrimination based on gender, race, ethnicity, disability, religion, age, or social status.
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27. **Not engage in any sexual activity with persons under 18 years of age**, regardless of the age of consent, except in cases of pre-existing marriage recognized by law.
28. **Participate in mandatory orientation and sensitization training** on social safeguards, including SEA/SH prevention, ethical conduct, gender sensitivity, and safeguarding policies.
29. **Promptly report any suspected or actual violations** of this Code of Conduct to the designated focal person within **47CFC**.
30. **Refrain from retaliation** or victimization against anyone who, in good faith, raises a concern or reports misconduct.

RAISING CONCERNS

Any person (including staff, client representatives, or community members) may raise a concern regarding behavior that may constitute a breach of this Code of Conduct.

Reports or complaints can be made through any of the following channels:

5. **Designated Ethics & Safeguards Officer (47CFC):**
 Name: **Ms. Glenah Nyamwaya**
 Title: **Safeguards and Compliance Officer**
 Address: **Forty Seven C Financial Consultants, Nairobi, Kenya**
 Telephone: +254 723 582296 Email: **info@47cfc.org**

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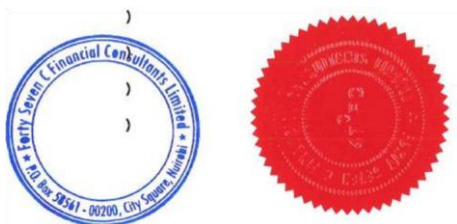
Dr. Rao Jonnah Owen, 19th November
2025

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

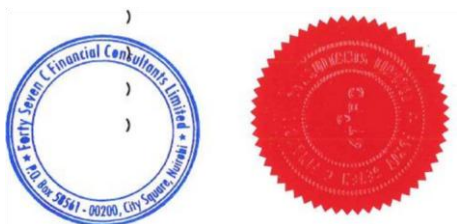
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Dr. Rao Jonnah Owen , 19th November
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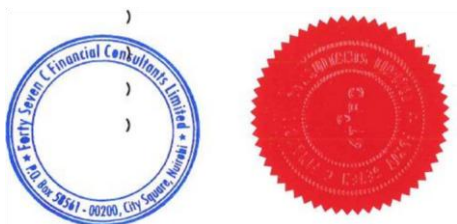
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Dr. Rao Jonnah Owen, 19th November
2025

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Dr. Rao Jonnah Owen , 19th November
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Dr. Rao Jonnah Owen , 19th November
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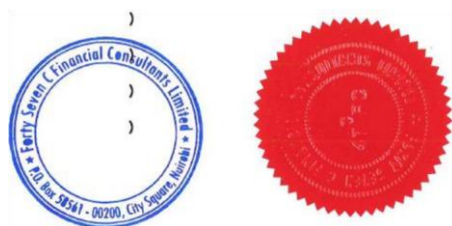
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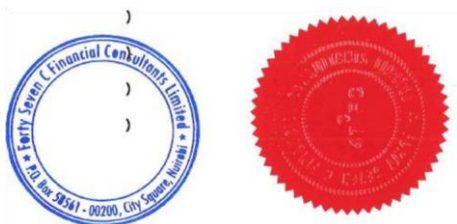
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Dr. Rao Jonnah Owen, 19th November
2025

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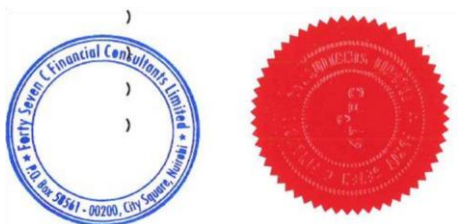
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Dr. Rao Jonnah Owen , 19th November
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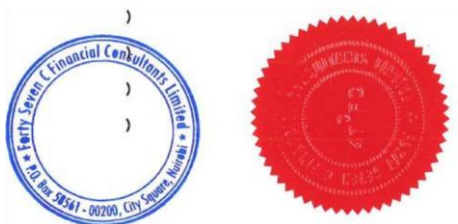
Dr. Rao Jonnah Owen, 19th November
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Dr. Rao Jonnah Owen , 19th November
2025



APPENDIX F

SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT (SH) PERFORMANCE DECLARATION FOR SUB-CONSULTANTS

Forty Seven C Financial Consultants Limited (Lead Member), in Joint Venture with

CodingBit Technology Solutions

Capacity: Authorized Signatory – Lead Member

19th November 2025

Request for Proposal reference No.: SS-MOGEL-485233-CS-CQS

Contract REFERENCE No. SS-MOGEL-485233-CS-CQS

*Name of the Assignment: Technical Assistance for Developing
and Installing Accounting System*

SEA and/or SH Declaration

We:

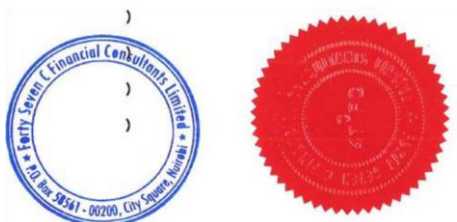
- ☒ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
- ☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
- ☐ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.



Dr. Rao Jonnah Owen , 19th November
2025

PART III

SECTION 9. BENEFICIAL OWNERSHIP FORMS



Dr. Rao Jonnah Owen , 19th November
2025

Beneficial Ownership Disclosure Form

Request for Proposal reference No.: SS-MOGEI-485233-CS-CQS

Contract REFERENCE No. SS-MOGEI-485233-CS-CQS
Name of the Assignment:

Technical Assistance for Developing and Installing Accounting System

To:

**Hon. Kachuol Mabil Piok Authorized
Representative
Ministry of General Education and Instruction**

In response to your notification of award dated 19th November 2025 to furnish additional information on beneficial ownership:

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No)
Jonnah Owen Rao	Yes	Yes	Yes
Esther Akoth Rao	Yes	Yes	Yes



Dr. Rao Jonnah Owen , 19th November
2025

Full Name: Dr. Rao Jonnah Owen

Title: Executive Director

Name of Consultant (Company or JV): Forty Seven C Financial Consultants Limited (Lead Member), in Joint Venture with CodingBit Technology Solutions

Capacity: Authorized Signatory – Lead Member

Address: P.O. Box 58561 – 00200, Nairobi, Kenya

Phone: +254 726 852 815

Email: info@47cfc.org

(The lead member is duly authorized to sign as per the Power of Attorney attached.)

POWER OF ATTORNEY

RFP Reference No.: SS-MOGEI-485233-CS-CQS

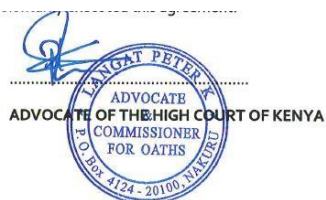
Grant No.: TF0C1764

Assignment Title: Technical Assistance for Developing and Installing Accounting System

KNOW ALL MEN BY THESE PRESENTS:

That I, **Dr. Rao Jonnah Owen**, a citizen of the Republic of Kenya, holding National ID/Passport No. **25191290**, and residing at **Nairobi, Kenya**, in my capacity as the **Managing Partner** of **Forty Seven C Financial Consultants (47CFC)**, a firm lawfully registered and existing under the Laws of Kenya, with its principal office situated at **Upper Hill**, do hereby make, constitute, and appoint:

Langat Peter, Advocate and Commissioner for Oaths.



to be my true and lawful **Attorney-in-Fact**, for and on behalf of **Forty Seven C Financial Consultants**, with full authority to act in all matters relating to the Expression of Interest (EOI) for the assignment titled:

“Technical Assistance for Developing and Installing Accounting System



Dr. Rao Jonnah Owen, 19th November
2025

RFP No.: SS-MOGEI-485233-CS-CQS

Grant No.: TF0C1764

Consulting Services for: Technical Assistance for Developing and Installing Accounting System

Submitted to: The Republic of South Sudan, Ministry of General Education and Instruction (MoGEI)

1. Scope of Authorization

This Power of Attorney specifically authorizes the said Attorney-in-Fact to do and perform the following acts, deeds, and things in the name and on behalf of Forty Seven C Financial Consultants:

- 1.1. Prepare, sign, and submit the Request for Proposal and all related documents, forms, or declarations;
- 1.2. Represent the firm in all matters concerning the procurement process, including attending clarification meetings, responding to queries, and participating in evaluations or negotiations if invited by the Client;
- 1.3. Sign correspondence, commit to undertakings, or make representations to the Ministry of General Education and Instruction (MoGEI), Government of South Sudan, and/or its appointed representatives.
- 1.4. Take all necessary steps and actions required by the procurement process and act as the primary contact person for the purposes of this assignment;
- 1.5. Accept and sign any future contract arising from this procurement process, should the firm be selected, subject to internal approvals.

2. Binding Effect

All actions taken by the said Attorney-in-Fact pursuant to this Power of Attorney shall be considered legally binding upon Forty Seven C Financial Consultants as if done by the Managing Partner himself.



Dr. Rao Jonnah Owen , 19th November
2025

3. Duration and Validity

This Power of Attorney shall become effective from the date of execution hereof and shall remain valid until:

- Completion of the procurement process and award of the contract; or
- It is revoked in writing by the undersigned Managing Partner; whichever comes earlier.

4. Governing Law

This Power of Attorney shall be governed and construed in accordance with the laws of the **Republic of South Sudan** and/or the procurement regulations of the **World Bank** applicable to the referenced project.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the firm this 6th October 2025, at **[Nairobi, Kenya]**.

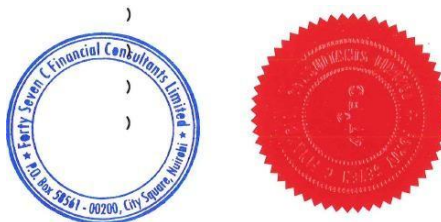
EXECUTED BY:



Dr. Rao Jonnah Owen
Managing Partner
Forty Seven C Financial Consultants
ID/Passport No.: 25191290

Signature: _____

(Official Stamp/Seal)



WITNESSES

1. Name: __Esther Akoth Rao
Director
Forty Seven C Financial Consultants (47CFC)
+254 (0) 717 175800 info@47cfc.org



Dr. Rao Jonnah Owen , 19th November
2025

Date: 7th October 2025

2. Name: __Desmond Tutu Rao

Director

Forty Seven C Financial Consultants (47CFC)

+254 (0) 724 617800 info@47cfc.org

Date: 7th October 2025

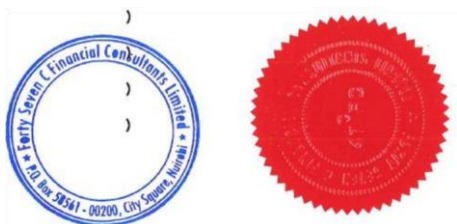
NOTARIZATION

Signed and sworn to before me this 19th November 2025 by Langat Peter, Advocate and Commissioner for Oaths.



19th November 2025

Commissioner for Oaths / Notary Public (Signature,
Stamp & Date)



Dr. Rao Jonnah Owen , 19th November
2025