



THE WORLD BANK

KDEAP KENYA **DIGITAL ECONOMY**
ACCELERATION PROJECT

**Request for Bids
Framework Agreement(s)
Non-Consulting Services**

(Primary Procurement, Two-Envelope Bidding Process)

Vision

Transforming Lives
Using ICT

Mission

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

Procurement of:

Extending National Backbone and Cross Border Links

Lot 1: National Backbone Links

Lot 2: Cross Border & Metro Links

Procuring Agency: The Information and Communications Technology Authority

Country: Kenya

Name of Project: Kenya Digital Economy Acceleration Project

Framework Agreement Title: Extending National Backbone and Cross

Border Links: Lot 1 – National Backbone Links; & Lot 2: Cross Border & Metro Links

RFB Reference No.: KE-ICTA-538567-NC-RFB

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Request for Bids Framework Agreement(s) Non-Consulting Services

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PART 1 – Bidding Procedures

Section I - Instructions to Bidders (ITB)

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Section I. Instructions to Bidders

A. General

1 Scope of Bid

- 1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB) Framework Agreement(s) Non-Consulting Services, specified **in the Bid Data Sheet (BDS)**, the Procuring Agency, as specified **in the BDS**, issues this Request for Bids (RFB) document as part of the Primary Procurement process for Non-Consulting Services, and may lead to Framework Agreement(s) being concluded with the successful Bidder(s). The name and identification of this RFB are specified **in the BDS**.
- 1.2 Throughout this Bidding document:
 - (a) **“in writing”** means communicated in written form (e.g. by mail, e-mail, fax, including if specified **in the BDS**, distributed or received through the electronic-procurement system used by the Procuring Agency) with proof of receipt;
 - (b) if the context so requires, **“singular”** means **“plural”** and vice versa;
 - (c) **“Day”** means calendar day, unless otherwise specified as **“Business Day”**. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays;
 - (d) **“Call-off Contract”** means a contract awarded, under a Framework Agreement, through a Secondary Procurement process, for the provision of Non-Consulting Services. The parties to the contract are the Employer and Service Provider;
 - (e) **“Closed Framework Agreement”**: A Closed Framework Agreement is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement;

- (f) **“Country”** means the Procuring Agency’s/Employer’s country;
- (g) **“Completion Period”** is the specified period from the date of formation of a Call-off contract for provision of the Non-Consulting Services;
- (h) **“Framework Agreement (FA)”** means the agreement between the Procuring Agency and Service Provider (s) (the successful Bidder(s)) to establish the terms and procedures governing the award of Call-off contracts under the agreement;
- (i) **“FA Service Provider”** means a Service Provider;
- (j) **“Services”** means the work to be performed by the Service Provider pursuant to the Contract;
- (k) **“Lead Employer”** when named in the Framework Agreement, a Lead Employer is a party to the Framework Agreement, in its capacity as: (a) the lead agency acting on behalf of all participating Employers in managing and administering the Framework Agreement, and (b) as an Employer in its own right;
- (l) **“Multi-User Framework Agreement”** means a Framework Agreement where there is more than one Employer permitted to purchase through a Call-off Contract;
- (m) **“Multi-Service Provider Framework Agreement”** means where more than one Bidder (Service Provider) concludes a Framework Agreement for the provision of each item;
- (n) **“Primary Procurement”** means the procurement process that results in concluding a Framework Agreement(s) with a successful Bidder(s), as described in this RFB;
- (o) **“Procuring Agency”** means the agency that undertakes the Primary Procurement process and concludes the Framework Agreement(s);
- (p) **“Employer”**, as specified in the BDS, means the agency(ies) that is/are permitted to procure Services from a Service Provider under a Call-

off Contract awarded through a Framework Agreement;

- (q) “**Responsible Agency**” when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity to conclude the Framework Agreement(s) with successful Service Providers, and, as the agency responsible for managing and administering the Framework Agreement, on behalf of the Employer or Employers, once it has been concluded. A Responsible Agency is not an Employer under the Framework Agreement;
- (r) “**Secondary Procurement**” means the process described in the Framework Agreement and followed by an Employer to select a FA Service Provider, and award a Call-off Contract for the provision of Services;
- (s) “**Single-User Framework Agreement**” means a Framework Agreement where there is only one Employer;
- (t) “**Single-Service Provider Framework Agreement**” means a Framework Agreement where only one Bidder (Service Provider) concludes a Framework Agreement for the provision of each item;
- (u) “**Service Provider**” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer. A Service Provider may also be referred to as a “FA Service Provider”;
- (v) “**Term**” mean the duration of a Framework Agreement starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted and agreed.

2 Source of Funds

- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified **in the BDS** has applied for, or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an

amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under Call-off Contracts to be awarded under the Framework Agreement(s) for which this Bidding document is issued.

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

3 Fraud and Corruption

- 3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI, Fraud and Corruption.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (whether declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any, Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Bank.

4 Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of any Call-off Contract(s) awarded under

the Framework Agreement in accordance with the Call-off Contract conditions that apply. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded a Call-off Contract under the Framework Agreement, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

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

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Primary Procurement process; or
- (e) or any of its affiliates participated as a consultant in the preparation of the Procuring Agency's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Bid; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Agency or Employer or Borrower in implementing the Framework Agreement or a Call-off Contract; or
- (g) would be providing goods, works, or non-consulting services resulting from, or directly related to consulting services for the preparation or implementation of the project

specified in the **BDS ITB 2.1** that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

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

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

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

4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in

accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, Bid for, propose for, or conclude a Bank-financed Framework Agreement or Call-off Contract or benefit from a Bank-financed Framework Agreement or Call-off Contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the BDS**.

- 4.6 Bidders that are state-owned enterprises or institutions in the Procuring Agency's Country may be eligible to compete and conclude a Framework Agreement or be awarded a Call-off Contract(s) only if they can establish, in a manner acceptable to the Bank, that they:
- (a) are legally and financially autonomous;
 - (b) operate under commercial law; and
 - (c) are not under supervision of the Procuring Agency, Responsible Agency or an Employer.
- 4.7 Eligibility of Bidders suspended, as a result of the execution of a Bid-Securing Declaration or Proposal-Securing Declaration, shall be as follows:
- (a) A Bidder that is under suspension from Bidding, as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration, by the Employer in case of a Single-User Framework Agreement or all Employers in a Multi-User Framework Agreement shall not be eligible to bid to conclude a framework agreement.
 - (b) A Bidder that has concluded a framework agreement is ineligible to quote for or to be awarded a Call-off Contract by an Employer that has suspended the bidder as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.
 - (c) Subject to (a) above, a Bidder that is under suspension, as the result of the operation of a

Bid–Securing Declaration or Proposal–Securing Declaration, by a Procuring Agency is eligible to bid for the framework agreement.

4.8 Firms and individuals may be ineligible if so indicated in Section V and:

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

4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

4.10 A firm that is under a sanction of debarment by the Borrower from concluding a contract, or a Framework Agreement or being awarded a Call-off Contract is eligible to participate in this procurement, unless the Bank, at the Borrower’s request, is satisfied that the debarment;

- (a) relates to fraud or corruption; and
- (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5 Qualification of the Bidder

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

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

B. Contents of the RFB Document

6 Sections of Bidding Document

- 6.1 The Bidding document consists of Parts 1, 2, 3, and 4, which include all sections, schedules, annexes. and should be read in conjunction with any addenda issued in accordance with **ITB 8**.

PART 1 - Bidding Procedures

Section I - Instructions to Bidders (ITB)

Section II - Bidding Data Sheet (BDS)

Section III - Evaluation and Qualification Criteria

Section IV - Bidding Forms

Section V - Eligible Countries

Section VI - Fraud and Corruption

PART 2 - Service Requirements

Section VII - Procuring Agency's Requirements

PART 3 - Procuring Agency Forms

PART 4 - Framework Agreement (FA)

SCHEDULE 1: Services

SCHEDULE 2: Activity Schedules

SCHEDULE 3: Security Forms

SCHEDULE 4: Secondary Procurement

SCHEDULE 5: List of Employers (if applicable)

- 6.2 The Specific Procurement Notice "Request for Bids to conclude a Framework Agreement(s) for Services", issued by the Procuring Agency is not part of this Bidding document.
- 6.3 Unless obtained directly from the Procuring Agency, the Procuring Agency is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or addenda to the Bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Procuring Agency shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding

document and to furnish with its Bid all information or documentation as is required by the Bidding document.

7 Clarification of Bidding Document

- 7.1 A Bidder requiring any clarification of the Bidding document shall contact the Procuring Agency in writing at the Procuring Agency's address specified **in the BDS**. The Procuring Agency will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Procuring Agency shall forward copies of its response to all Bidders who have acquired the Bidding document in accordance with **ITB 6.3**, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Procuring Agency shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the Bidding document, the Procuring Agency shall amend the Bidding document following the procedure under **ITB 8** and **ITB 22.2**.

8 Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may amend the Bidding document by issuing addenda.
- 8.2 Any Addendum issued shall be part of the Bidding document and shall be communicated in writing to all who have obtained the Bidding document from the Procuring Agency in accordance with **ITB 6.3**. The Procuring Agency shall also promptly publish the addendum on the Procuring Agency's web page in accordance with **ITB 7.1**.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids, pursuant to **ITB 22.2**.

C. Preparation of Bids

9 Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, in relation to this Primary Procurement process, (and if successful any Secondary Procurement process) and the Procuring Agency shall not be responsible or liable

for those costs, regardless of the conduct or outcome of the Bidding process.

10 Language of Bid

- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency, shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11 Documents Comprising the Bid

- 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked “ORIGINAL BID”.

- 11.2 The **Technical Part** shall contain the following:

- (a) Letter of Bid - Technical Part prepared in accordance with **ITB 12**;
- (b) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with **ITB 20.3**;
- (c) Qualifications: documentary evidence in accordance with **ITB 17** establishing the Bidder’s qualifications to conclude a Framework Agreement and perform any Call-off Contract, if awarded;
- (d) Bidder’s Eligibility: documentary evidence in accordance with **ITB 17** establishing the Bidder’s eligibility to Bid;
- (e) Conformity: documentary evidence in accordance with **ITB 16**, that the Services conform to the Bidding document; and
- (f) any other document required **in the BDS**.

11.3 The **Financial Part**:

- (a) **Letter of Bid – Financial Part**: prepared in accordance with ITB 12 and ITB 14;
- (b) Schedules: Priced Activity Schedule completed in accordance with **ITB 12** and **ITB 14**;
- (c) Any other document required **in the BDS**.

11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.

11.5 In addition to the requirements under **ITB 11.1**, Bids submitted by a JV shall include a copy of the Joint Venture agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed agreement.

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

12 Letters of Bid

12.1 The Bidder shall prepare the Letter of Bid – Technical Part, and Letter of Bid – Financial Part using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under **ITB 20.3**. All blank spaces shall be filled in with the information requested.

13 Alternative Bids

13.1 Alternative Bids shall not be permitted in this Primary Procurement process.

14 Bid Prices and Discounts

14.1 The prices and unconditional discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the and in the Priced Activity Schedule(s) shall conform to the requirements specified below.

- 14.2 Bidders shall provide their prices in the Priced Activity Schedule, as specified **in the BDS**.
- 14.3 The Bidder shall indicate the methodology for the application of any unconditional discounts in the Letter of Bid, in accordance with **ITB 12.1**.
- 14.4 For the purpose of Secondary Procurement, the price(s) offered by the Bidder shall be treated as set out in the Framework Agreement Specific Provisions.
- 14.5 The Bidder shall fill in rates and prices for all items of the Services described in the Specifications, and listed in the Priced Activity Schedule in Section VII, Procuring Agency's Requirements. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Priced Activity Schedule.
- 14.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.

15 Currencies of Bid and Payment

- 15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Procuring Agency's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Procuring Agency's Country, unless otherwise specified **in the BDS**.
- 15.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Procuring Agency's Country.

16 Documents Establishing the Eligibility and Conformity of Services

- 16.1 To establish the conformity of the Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and

standards specified in Section VII, Procuring Agency's Requirements.

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

17 Documents Establishing the Eligibility and Qualifications of the Bidder

- 17.1 To establish Bidder's eligibility in accordance with **ITB 4**, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
- 17.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Procuring Agency's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 17.3 Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.
- 17.4 In the event that prequalification of Bidders has been undertaken as stated **in the BDS**, only Bids from prequalified Bidders shall be considered for award of Contract. These qualified Bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission.

18 Period of Validity of Bids

- 18.1 Bids shall remain valid until the date **specified in the BDS** or any extended date if amended by the Procuring Agency in accordance with ITB 8. A Bid that is not valid until the date **specified in the BDS**, or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Procuring Agency as nonresponsive.
- 18.2 In exceptional circumstances, prior to the expiry of the Bid validity, the Procuring Agency may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in

writing. A Bidder may refuse the request to extend the validity of their bids. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in **ITB 18.3**.

18.3 If the conclusion of a Framework Agreement is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Framework Agreement prices shall be determined as follows:

- (a) in the case of a fixed price Framework Agreement, the prices shall be the Bid prices adjusted by the factor specified **in the BDS**;
- (b) in the case of an adjustable price Framework Agreement, no adjustment shall be made;
- (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

19 No Bid Security or Bid Securing Declaration

19.1 Bid Security or Bid-Securing Declaration is **not** required for this Primary Procurement process.

20 Format and Signing of Bid

20.1 The Bidder shall prepare the Bid, in accordance with ITB 11 and ITB 21.

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

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

20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members

as evidenced by a power of attorney signed by their legally authorized representative(s).

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

D. Submission of Bids

21 Sealing and Marking of Bids

- 21.1 The Bidder shall deliver the Bid in two separate, sealed **envelopes** (the Technical Part and the Financial Part). These two envelopes shall be enclosed in a sealed outer envelope marked “ORIGINAL BID”.
- 21.2 In addition, the Bidder shall submit copies of the Bid in the number specified **in the BDS**. Copies of the Technical Part shall be placed in a separate sealed envelope marked “COPIES: TECHNICAL PART”. Copies of the Financial Part shall be placed in a separate sealed envelope marked “COPIES: FINANCIAL PART”. The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked “BID COPIES”. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 21.3 The envelopes marked “ORIGINAL BID” and “BID COPIES” shall be enclosed in a separate sealed outer envelope for submission to the Procuring Agency.
- 21.4 All inner and outer envelopes, shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Procuring Agency in accordance with **ITB 22.1**;
 - (c) bear the specific identification of this Bidding process indicated in **ITB 1.1**; and
 - (d) bear a warning not to open before the time and date for Bid opening.
- 21.5 If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

22 Deadline for Submission of Bids

- 22.1 Bids must be received by the Procuring Agency at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids

electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.

- 22.2 The Procuring Agency may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding document in accordance with **ITB 8**, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23 Late Bids

- 23.1 The Procuring Agency shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with **ITB 22**. Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24 Withdrawal, Substitution, and Modification of Bids

- 24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with **ITB 20.3**, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with **ITB 20** and **ITB 21** (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
 - (b) received by the Procuring Agency prior to the deadline prescribed for submission of Bids, in accordance with **ITB 22**.
- 24.2 Bids requested to be withdrawn in accordance with **ITB 24.1** shall be returned unopened to the Bidders.
- 24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid -

Technical Part and repeated in the Letter of Bid - Financial Part, or any extension thereof.

E. Public Opening of Technical Parts of Bids

25 Bid Opening

- 25.1 Except as in the cases specified in **ITB 23** and **ITB 24.2**, the Procuring Agency shall, at this Bid opening, publicly open and read out, in accordance with this ITB, all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with **ITB 22.1**, shall be as specified **in the BDS**.
- 25.2 First, the written notice of withdrawal in the envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only Bids that are opened and read out at Bid opening shall be considered further.
- 25.5 Next, all other envelopes marked "TECHNICAL PART" shall be opened one at a time. All envelopes marked

“FINANCIAL PART” shall remain sealed, and kept by the Procuring Agency in safe custody until they are opened, at a later public opening, following the evaluation of the Technical Part of the Bids. On opening the envelopes marked “TECHNICAL PART” the Procuring Agency shall read out: the name of the Bidder and whether there is a modification; and any other details as the Procuring Agency may consider appropriate.

- 25.6 Only Technical Parts of Bids that are read out at Bid opening shall be considered further in the evaluation. The Letter of Bid – Technical Part and the separate sealed envelope marked “FINANCIAL PART” are to be initialed by representatives of the Procuring Agency attending Bid opening in the manner specified **in the BDS**.
- 25.7 At the Bid opening, the Procuring Agency shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with **ITB 23.1**).
- 25.8 Following the opening of the Technical Parts of the Bid, the Procuring Agency shall prepare a record that shall include, as a minimum;
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification; and
 - (b) the presence or absence of a duly sealed envelope marked “FINANCIAL PART”.
- 25.9 The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

F. Evaluation of Bids – General Provisions

26 Confidentiality

- 26.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the notification of evaluation of the Technical Part in accordance with **ITB 31**. Information relating to the evaluation of Financial Part, the evaluation of combined Technical Part and Financial Part shall not be disclosed to Bidders or any

other persons not officially concerned with the RFB process until the Notification of Intention to conclude a Framework Agreement is transmitted to Bidders in accordance with **ITB 39**.

26.2 Any effort by a Bidder to influence the Procuring Agency in the evaluation or decision to conclude a Framework Agreement(s) may result in the rejection of its Bid.

26.3 Notwithstanding **ITB 26.2**, from the time of Bid opening to the time of the Framework Agreement being concluded, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing.

27 Clarification of Bids

27.1 To assist in the examination, evaluation, comparison of Bids, and qualification of Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Agency shall not be considered. The Procuring Agency's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted.

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

28 Deviations, Reservations, and Omissions

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

- (a) "Deviation" is a departure from the requirements specified in the Bidding document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding document.

29 Nonconformities, Errors and Omissions

- 29.1 Provided that a Bid is substantially responsive, the Procuring Agency may waive any nonconformities in the Bid.
- 29.2 Provided that a Bid is substantially responsive, the Procuring Agency may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

G. Evaluation of Technical Parts of Bids**30 Evaluation of Technical Part**

- 30.1 In evaluating the Technical Parts of each Bid, the Procuring Agency shall use the criteria and methodologies listed in this **ITB 30** and the **BDS**, if applicable, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
- 30.2 The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in **ITB 11**.
- 30.3 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Services; or
 - (ii) limit in any substantial way, inconsistent with the bidding document, the Procuring Agency's rights or the Bidder's obligations; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 30.4 The Procuring Agency shall examine the technical aspects of the Bid submitted in accordance with **ITB 16** and **ITB 17**, in particular, to confirm that all

requirements of Section VII, Procuring Agency's Requirements have been met without any material deviation or reservation, or omission.

- 30.5 If a Bid is not substantially responsive to the requirements of Bidding document, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30.6 The Procuring Agency shall determine, to its satisfaction, whether the eligible Bidder(s) with substantially responsive Bid(s) that are able to meet the Framework Agreement criteria, meet(s) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 30.7 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to **ITB 17**. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm different from the Bidder.
- 30.8 Prior to conclusion of the Framework Agreement, the Procuring Agency will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Procuring Agency will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Procuring Agency will require the Bidder to propose a replacement subcontractor.
- 30.9 Only substantially responsive bids submitted by eligible and qualified bidders shall proceed to the detailed technical evaluation to assess adequacy of the Technical Part followed by evaluation applying technical factors/subfactors and corresponding scores and weightings as specified in the **BDS**.

H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts of Bids

31 Notification of Evaluation of Technical Parts and Public Opening of Financial Parts

31.1 Following the completion of the evaluation of the Technical Parts of the Bids, the Procuring Agency shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:

- (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
- (b) their envelope marked “Financial Part” will be returned to them unopened after the completion of the bid evaluation process and the signing of the Framework Agreement;
- (c) notify them of the date, time and location of the public opening of the envelopes marked “Financial Part”.

31.2 The Procuring Agency shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:

- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria; and
- (b) their envelope marked “Financial Part” will be opened at the public opening of Financial Parts;
- (c) notify them of the date, time and location of the public opening of the envelopes marked “Financial Part”.

31.3 The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the technical evaluation, specified in **ITB 31.1** and **31.2**. However, if the Procuring Agency receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to **ITB 47.1**. The Financial Part of the Bid shall be opened publicly in

the presence of Bidders' designated representatives and anyone who chooses to attend.

- 31.4 At this public opening the Financial Parts will be opened by the Procuring Agency in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the Qualification Criteria and whose Bids were evaluated as substantially responsive will have their envelopes marked "Financial Part" opened at the second public opening. Each of these envelopes marked "Financial Part" shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Procuring Agency. The Procuring Agency shall read out the names of each Bidder, the technical score and the Bid prices, including any discounts, and any other details as the Procuring Agency may consider appropriate.
- 31.5 Only envelopes of Financial Part of Bids, and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid - Financial Part and the Priced Activity Schedules are to be initialed by a representative of the Procuring Agency attending the Bid opening in the manner specified in the BDS.
- 31.6 The Procuring Agency shall neither discuss the merits of any Bid nor reject any envelopes marked "Financial Part".
- 31.7 The Procuring Agency shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:
 - (a) the name of the Bidder whose Financial Part was opened; and
 - (b) the Bid price, per item, including any discounts.
- 31.8 The Bidders whose envelopes marked "Financial Part" have been opened or their representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

I. Evaluation of Financial Parts of Bids

32 Evaluation of Financial Parts

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

32.2 To evaluate the Financial Part of each Bid, the Procuring Agency shall consider the following:

- (a) price adjustment for correction of arithmetic errors in accordance with **ITB 33.1**;
- (b) price adjustment due to unconditional discounts offered in accordance with **ITB 14.3**;
- (c) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with **ITB 34**;
- (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with **ITB 32.1**; and;
- (e) excluding provisional sums and the provision, if any, for contingencies in the Priced Activity Schedule but including Daywork, when requested in the Specifications.
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

32.3 If applicable, the estimated effect of price adjustment provisions in the Framework Agreement(s), applied over the Term of the Framework Agreement, shall not be taken into account in the Primary Procurement Bid evaluation.

33 Correction of Arithmetic Errors

33.1 Provided that the Bid is substantially responsive, the Procuring Agency shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the service item unit price and the total of the service subitems (if any), the total shall prevail and the line item unit price shall be corrected;
- (b) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) above.

33.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with **ITB 33.1**, shall result in the rejection of the Bid.

34 Conversion to Single Currency

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

35 Margin of Preference

35.1 No margin of preference shall apply in the Primary Procurement process and in any Secondary Procurement processes.

J. Evaluation of Combined Technical and Financial Parts and Notification of Intention to Conclude A Framework Agreement**36 Evaluation of combined Technical and Financial Parts**

36.1 The Procuring Agency's evaluation of responsive Bids will take into account technical factors, in addition to cost factors in accordance with Section III Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and cost is specified **in the BDS**. The Procuring Agency will rank the Bids based on the evaluated Bid score (B).

36.2 The Procuring Agency will determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be substantially responsive to the Bidding document and is the Bid with the highest combined technical and financial score.

- 37 Procuring Agency’s Right to Accept Any Bid, and to Reject Any or All Bids**
- 37.1 The Procuring Agency reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to the conclusion of a Framework Agreement(s), without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted shall be promptly returned to the Bidders.
- 38 Standstill Period**
- 38.1 The Framework Agreement(s) shall not be concluded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with **ITB 44**. The Standstill Period commences the day after the date the Procuring Agency has transmitted to each Bidder the Notification of Intention to Conclude a Framework Agreement. Where only one Bid is submitted, or if this Primary Procurement process is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 39 Notification of Intention to Conclude a Framework Agreement**
- 39.1 The Procuring Agency shall send to each Bidder (that has not already been notified that it has been unsuccessful), the Notification of Intention to Conclude a Framework Agreement(s) with the successful Bidder(s). The Notification(s) of Intention to Conclude shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder(s) submitting the successful Bid(s);
 - (b) the price(s) of the successful Bid(s), or pricing mechanism(s);
 - (c) the names of all Bidders who submitted Bids, and their Bid prices, or pricing mechanism(s), as readout, and as evaluated and technical scores;
 - (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the Notification on Intention to Conclude a Framework Agreement(s) is addressed) was unsuccessful;
 - (e) the expiry date of the Standstill Period;
 - (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

K. Conclusion of a Framework Agreement

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|--|--|
| 40 Framework Agreement Criteria | 40.1 This is a Closed Framework Agreement. |
| | 40.2 The Procuring Agency shall specify in the BDS and/or Section III Evaluation and Qualification Criteria, the criteria that will apply in the selection of Bidder(s), with whom a Framework Agreement(s) may be concluded. |
| 41 Notification to Conclude a Framework Agreement | 41.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 38.1 or any extension thereof, and upon satisfactorily addressing a complaint that has been submitted within the Standstill Period, the Procuring Agency shall transmit to the successful Bidder(s) a Notification to Conclude a Framework Agreement, attaching the Framework Agreement for signature by the Bidder(s), and a request to submit the completed Beneficial Ownership Disclosure Form within eight (8) Business Days of receiving the request. |
| 42 No Obligation to Purchase | 42.1 The conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency and/or Employer(s) to procure any Services under the Framework Agreement. |
| 43 Non-exclusivity | 43.1 This Primary Procurement process is non-exclusive, and the Procuring Agency reserves the right to procure the Services from other service providers who are not FA Service Providers. |
| 44 Debriefing by the Procuring Agency | 44.1 On receipt of the Procuring Agency's Notification of Intention to Conclude a Framework Agreement(s), referred to in ITB 39.1 , an unsuccessful Bidder has three (3) Business Days to make a written request to the Procuring Agency for a debriefing. The Procuring Agency shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline. |
| | 44.2 Where a request for debriefing is received within the deadline, the Procuring Agency shall provide a debriefing within five (5) Business Days, unless the Procuring Agency decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing |

takes place. The Procuring Agency shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

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

44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally (over the phone or video conference) or in person. The Bidders shall bear their own costs of attending such a debriefing meeting.

45 Signing the Framework Agreement

45.1 Unless an earlier deadline is stipulated **in the BDS**, the successful Bidder(s) shall sign, date and return the Framework Agreement within twenty-eight (28) days of receipt of the same.

45.2 In case of Multi-User Framework Agreement, the Procuring Agency shall sign each Framework Agreement on behalf of all participating Employers.

46 Publication of the Conclusion of Framework Agreement Notice

46.1 Within ten (10) Business Days of transmission to the successful Bidder(s) of the Notification(s) to Conclude a Framework Agreement(s), as per **ITB 41.1**, the Procuring Agency shall publish the Conclusion of Framework Agreement Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Procuring Agency, and if applicable, all participating Employers;
- (b) name and reference number of the Framework Agreement being concluded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices, or pricing mechanisms, as read out at Bid opening, and as evaluated;
- (d) names of all Bidders whose Bids were rejected, or were not evaluated, with the reasons therefor;

- (e) the name(s) of the successful Bidder(s), the duration of Framework Agreement(s), and a summary of its scope; and
- (f) successful Bidder's (Bidders') Beneficial Ownership Disclosure Form.

46.2 The Conclusion of Framework Agreement Notice shall be published on the Procuring Agency's website with free access if available, or in at least one newspaper of national circulation in the Procuring Agency's Country, or in the official gazette.

47 Procurement Related Complaint

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

L. Secondary Procurement Process for awarding a Call-off Contract

48 Method and criteria for award of Call-off Contract

48.1 The Secondary Procurement method that shall apply in selecting FA Service Provider and awarding a Call-off Contract is specified **in the Framework Agreement** (Framework Agreement, Schedule 4, Secondary Procurement). To be entitled to participate in a Secondary Procurement, and awarded a Call-off Contract, FA Service Providers must continue to be qualified and eligible, and the Services must continue to be eligible, as per the criteria stipulated in this RFB. The Employer may require, at the Secondary Procurement stage and award of Call-off Contract, evidence of continued qualification and eligibility.

49 Adjustment to the Bid prices

49.1 The Call-off Contract Price at the Secondary Procurement stage shall not be subject to price adjustment unless specified in the Framework Agreement.

Section II - Bid Data Sheet (BDS)

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

A. General

ITB 1.1 and 1.2 (p)	The Procuring Agency is: The Information and Communications Technology Authority The Procuring Agency is the agency that will conclude, administer and manage the Framework Agreement, and be the sole Employer under the Framework Agreement.” The reference number of the Request for Bids (RFB) is: KE-ICTA-538567-NC-RFB The name of the RFB is: Extending National Backbone & Cross Border Links Lot 1: National Backbone Links Lot 2: Cross Border & Metro Links
ITB 1.2 (l) or (t)	This Primary Procurement will conclude a “Single-User Framework Agreement”. The User is The Information & Communications Technology Authority
ITB 1.2 (p)	Employers The Employer(s) that are permitted to purchase under the Framework Agreement is: The Information and Communications Technology Authority 12th Floor, Telposta Towers, Kenyatta Avenue P.O. Box 27150 – 00100 NAROBI
ITB 1.2 (m) or (t)	Multi-Service Provider Framework Agreement This Primary Procurement intends to conclude a Multi-Service Provider Framework Agreement. <u>Framework Agreement panel – minimum number (x)</u> The Procuring Agency intends to conclude a Framework Agreements with a minimum number of Bidders for each range of Call-off quantities ” The minimum number (referred to as x) is Five (5) for Lot 1 and Five (5) for Lot 2 <u>Framework Agreement panel – maximum number (y)</u> The Purchasing Agency, will conclude Framework Agreements for each range of Call-off quantities. up to a maximum number of (y) qualified bidders with substantially responsive bids. The maximum number (referred to as y) of Bidders that the Procuring Agency may

	conclude Framework Agreements with is Twenty (20) For Lot 1/ Eight (8) for Lot 2
1.2 (v)	Term of Framework Agreement The Framework Agreement shall be for a Term of Three (3) Years from the commencement date stated in the Framework Agreement. Initial term may be extended by a maximum of two (2) additional years.
ITB 2.1	The Borrower is: The Government of Kenya, through the ICT Authority, which is the implementing agency Loan or Financing Agreement amount: USD 390 Million The name of the Project is: Kenya Digital Economy Acceleration Project
ITB 4.1	The maximum number of members in a Joint Venture (JV) shall be: Three (3)
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
B. Contents of the RFB Document	
ITB 7.1	For clarification of Bid purposes only, the Procuring Agency's address is: Attention: Deputy Director, Supply Chain Management Address: 12th Floor, Telposta Towers, Along Kenyatta Avenue Floor/ Room number: 12th Floor City: Nairobi Country: Kenya Email address: procurement@ict.go.ke Requests for clarification should be received by the Procuring Agency no later than: Fourteen (14) days before the deadline for submission of Bids Web page: www.icta.go.ke/tenders
C. Preparation of Bids	
ITB 10.1	The language of the Bid is English . All correspondence shall be in English . The language for translation of supporting documents and printed literature is English .
ITB 11.2 (f)	The Bidder shall submit the following additional documents in its Bid: <i>All the documents listed in Section VII - Performance Specifications and Drawings.</i>

ITB 14.2	The “call-off contracts” under the framework agreement shall be allocated competitively using a multi-round reverse auction (MRRA) process. The PIU has selected an electronic auction platform (EAP) for this purpose, through a competitive bidding process. The details are contained in the Commercial Transaction Manual. (https://kdeap.icta.go.ke/wp-content/uploads/KDEAP_Commercial-Transactions-Manual_Final.pdf) The procurement entity (KDEAP project implementation unit) shall appoint a technical evaluation committee to oversee the MRRA process. The committee shall activate/start the auction process as scheduled on the EAP. The successful shortlisted bidders shall competitively bid for a subsidy for each designated route. Each round of the MRRA shall be conducted using a clock-based bidding mechanism, ensuring transparency, fairness, and real-time competition among participating bidders. In the first round, the bidding amount will start at or below the Maximum Allowable Subsidy (MAS) (i.e. bids at or below the reserve price set by the MAS). Upon closure of the first round, the lowest submitted subsidy bid shall start off round two, with bids at or below the level of the lowest bid in the previous round. Under the hybrid process proposed, bidders may make multiple successively lower bids for each route in each bidding round, as well as bids in subsequent rounds. This process will iterate up to the point at which there is no lower bid for a particular route within the allocated time frame in the final round of a particular lot. At the conclusion of the auction, the bidder proposing the lowest bid amount shall be declared the successful bidder. Each individual auction round shall be completed within a maximum duration of thirty (30) minutes, and the entire auction phase for all lots shall not exceed five (5) working days. The procuring entity has already conducted three mock auctions prior to the commencement of the live competitive auctions to enable bidders to familiarise themselves with the process before a competitive auction begins. The prices quoted in Section VII - Performance Specifications and Drawings are indicative. The actual bidding prices (or MAS) will be quoted during MRRA process in the EAP.
ITB 15.1	The Bidder is required to quote in the currency of the Procuring Agency’s Country the portion of the Bid price that corresponds to expenditures incurred in that currency. (Kenya Shilling - KES)
ITB	The Bid shall be valid until: 30th March 2027

18.1	
ITB 18.3(a)	Where the Bid validity period is extended, the Bid prices shall be adjusted (to determine the Framework Agreement (FA)_prices) by the following factor(s): (1) The local currency portion of the FA prices shall be adjusted by a factor reflecting local inflation during the period of extension, and (2) the foreign currency portion of the FA price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of Power of Attorney
D. Submission of Bids	
ITB 21.2	In addition to the original of the Bid, the number of copies to be delivered to the Procuring Agency is One (1) Copy & 1 Soft Copy in USB Format
ITB 22.1	For Bid submission purpose only, the Procuring Agency's address is: Attention: Chief Executive Officer The Information and Communications Technology Authority Street Address: Kenyatta Avenue Floor/ Room number: Telposta Towers, 12th Floor City: Nairobi Country: Kenya The deadline for Bid submission is: Date: 29th October, 2026 Time: 1000 Hours East African Time Bidders shall not have the option of submitting their Bids electronically in this phase, but electronic bidding will be used in the call-off phase.
E. Public Opening of Technical Parts of Bids	
ITB 25.1	The Bid opening shall take place at: Street Address: ICT Authority, Telposta Towers, along Kenyatta Avenue Floor/ Room number: 12th Floor City: Nairobi Country: Kenya Date: 29th October, 2026

	Time: 1000 Hours East African Time											
ITB 25.6	The Letter of Bid - Technical Part and the sealed envelope marked “Second Envelope - Financial Part” shall be initialed by ALL representatives of the Procuring Agency conducting Bid opening.											
G. Evaluation of Technical Parts of Bids												
ITB 30.9	The weighting to be given for Rated Criteria (including technical and non-price factors) is: 80% <u>LOT 1</u> The weighting to be given for Rated Criteria (including technical and non-price factors) is: 100% Main Rated Criteria are: 1. Specified performance requirements -52% 2. Company Profile-30% 3. Proposed Project Implementation Approach & Staffing-18% <table><tr><th>Technical Factor</th><th>Weight in percent age [100%]</th></tr><tr><td>Criterion 1: Specified performance requirement - 52% - This section shall evaluate the extent to which the proposed national fibre backbone rollout solution meets or exceeds the specified technical, operational, scalability, implementation and service continuity requirements - Significantly in excess of requirements – 100% - Moderately in excess of requirements –75% - Meeting requirements – 50% - Below requirements – 0% </td><td>52%</td></tr><tr><td>Item 1: Design Validation, Route Engineering & Infrastructure Deployment Capability Demonstrate capability to undertake detailed design validation, route optimization, underground and overhead fibre deployment, ducting, trenching, fibre splicing, terminations and installation of passive infrastructure accessories aligned to ICTA specifications and internationally accepted engineering standards with previous evidence Demonstrate seamless integration with existing national broadband infrastructure including redundancy capability, scalability, open access support, resilience measures and optimized network performance using completed tasks. Demonstrate support for minimum 96-core fibre optic cable deployment, dark fibre allocation requirements for ICTA, support capability, and compliance with open access obligations including OFDS mapping and national fibre inventory integration of existing work. </td><td>16</td></tr><tr><td>Item 4: Installation Standards, Environmental & Safeguards Compliance Demonstrate compliance with ICTA standards and internationally recognized fibre installation standards including trenching, ducting, splicing, environmental safeguards, social safeguards and infrastructure protection measures. Demonstrate capability for fibre testing, inspection support, acceptance procedures, commissioning, submission of as-built drawings, documentation and operational handover aligned to ICTA and World Bank requirements. </td><td>10</td></tr><tr><td>Item 6: SLA Performance, Network Availability & Maintenance Capability Demonstrate capability to comply with SLA obligations including uptime management, latency performance, preventive and corrective maintenance, fault restoration, network monitoring and operational reporting. </td><td>10</td></tr></table>		Technical Factor	Weight in percent age [100%]	Criterion 1: Specified performance requirement - 52% - This section shall evaluate the extent to which the proposed national fibre backbone rollout solution meets or exceeds the specified technical, operational, scalability, implementation and service continuity requirements - Significantly in excess of requirements – 100% - Moderately in excess of requirements –75% - Meeting requirements – 50% - Below requirements – 0%	52%	Item 1: Design Validation, Route Engineering & Infrastructure Deployment Capability Demonstrate capability to undertake detailed design validation, route optimization, underground and overhead fibre deployment, ducting, trenching, fibre splicing, terminations and installation of passive infrastructure accessories aligned to ICTA specifications and internationally accepted engineering standards with previous evidence Demonstrate seamless integration with existing national broadband infrastructure including redundancy capability, scalability, open access support, resilience measures and optimized network performance using completed tasks. Demonstrate support for minimum 96-core fibre optic cable deployment, dark fibre allocation requirements for ICTA, support capability, and compliance with open access obligations including OFDS mapping and national fibre inventory integration of existing work.	16	Item 4: Installation Standards, Environmental & Safeguards Compliance Demonstrate compliance with ICTA standards and internationally recognized fibre installation standards including trenching, ducting, splicing, environmental safeguards, social safeguards and infrastructure protection measures. Demonstrate capability for fibre testing, inspection support, acceptance procedures, commissioning, submission of as-built drawings, documentation and operational handover aligned to ICTA and World Bank requirements.	10	Item 6: SLA Performance, Network Availability & Maintenance Capability Demonstrate capability to comply with SLA obligations including uptime management, latency performance, preventive and corrective maintenance, fault restoration, network monitoring and operational reporting.	10
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Provide comprehensive SLA framework covering service descriptions, escalation procedures, maintenance obligations, outage management, reporting mechanisms, performance monitoring and compliance enforcement		
Item 10: Operations, Maintenance & Nationwide Support Capability Demonstrate capability to provide nationwide maintenance support, rapid fault restoration, spare management, field support coordination, operational monitoring and long-term route maintenance capability.		16
Criterion 2: Company Profile - 30%		30%
100% of points	Cumulative fiber deployment experience of $\geq 1,000$ km in the last 10 years, holds the required NFP license tier for the relevant Lot; and demonstrates average annual turnover of $\geq$ KES 200 million in the last 3 years.	15
75% of points	Cumulative fiber deployment experience of ≥ 600 km in the last 10 years, holds the required NFP license tier for the relevant Lot; and demonstrates average annual turnover of $\geq$ KES 200 million in the last 3 years.	
50% of points	Cumulative fiber deployment experience of ≥ 300 km in the last 10 years; holds the required NFP license tier for the relevant Lot; and demonstrates average annual turnover of $\geq$ KES 200 million in the last 3 years.	
0% of points	Fiber deployment experience below 300 km in the last 10 years, holds the required NFP license tier for the relevant Lot; and demonstrates average annual turnover of $\geq$ KES 200 million in the last 3 years.. Note: A score of 0% under this criterion does not affect pass/fail qualification status, which is governed separately by the 300 km minimum threshold in Section III.	
•		
100% of points	Holds NFP 1	15
75% of points	Holds NFP 2	
50% of points	Holds NFP 3	
Criterion 3A: Proposed Project Implementation Approach – 6% - Significantly in excess of requirements – 100% (6 months) - Moderately in excess of requirements – 75% (8 months) - Meeting requirements – 50% (9 months) - Below requirements – 0%		6%
Item 1: Deployment Timelines, Resource Mobilization & Implementation Scheduling Provide detailed implementation schedules demonstrating ability to complete route deployment, civil works, fibre installation, testing and commissioning within the prescribed implementation period including mitigation measures for delays.		2
Item 2: Project Management, Governance & Joint Implementation Capability Demonstrate capability to support Joint Implementation Team (JIT) coordination, project governance, milestone management, reporting, safeguard compliance, stakeholder coordination and implementation supervision support.		2
Item 3: Project Implementation Methodology, Workplan & Route Delivery Strategy Provide detailed implementation methodology, route rollout strategy, phased workplan, deployment sequencing, milestone schedules, risk mitigation approach and service continuity measures during implementation.		2
Criterion 3B: Key Personnel Team – 12%		12%
100% of points	All required key personnel are proposed (Project Managers, Network Planners, Civil Engineers, Optical Technicians, NOC Operators, ESG Specialists) with qualifications and years of experience meeting or exceeding all requirements specified in Section III; all CVs include verifiable evidence of relevant fiber deployments; at least two personnel hold the specified professional certifications (PMP or Prince II for Project Managers; equivalent for engineers).	
75% of points	All required key personnel categories are proposed and meet the minimum qualification and experience requirements; minor gaps in certification documentation or supporting evidence for one or two individuals, but overall team capacity is clearly sufficient for the scope of works.	

		50% of points	All required key personnel categories are proposed but some individuals do not meet the stated minimum experience thresholds, or CVs lack sufficient detail to fully assess qualifications; the overall team is considered marginally adequate for the scope of works.	
		25% of points	One or more required key personnel categories are missing, or the majority of proposed personnel do not meet minimum qualification or experience requirements; significant gaps in the proposed team relative to the scope of works.	
		0% of points	Key personnel information is substantially absent, or the proposed team is clearly inadequate for the scope of works across multiple categories.	
	i)	Project Managers • Proof of at least 3 project managers with demonstrated experience in managing large-scale ICT infrastructure projects. • Each Manager possess at least 3 years of project management experience in similar works. • Each Manager demonstrates having managed similar infrastructure roll out or operations for aggregated 300 kms of fibre.	2	
	ii)	Network Planners & Designers • Proof of at least 2 network planners and designers skilled in backbone and metro fibre design. • Each planner possesses at least 3 years’ experience in planning and designing similar works. • Each planner demonstrates having designed similar infrastructure roll out or operational fixes for aggregated 300 kms of fibre. • Possess a relevant degree and industry certifications.	2	
	iii)	Civil Works Engineers • Proof of at least 2 engineers. • Each Engineer possesses at least 3 years’ experience in implementation of similar works. • Each engineer demonstrates having implemented similar infrastructure roll out or operational fixes for aggregated 300 kms of fibre. • Possess a relevant degree and industry certifications or be registered by a professional body.	2	
	iv)	Optical Installation Technicians • Proof of at least 5 experienced technicians in fibre installations, splicing, OTDR (Optical Time-Domain Reflectometer) testing, and commissioning. • Each Technician possesses at least 3 years’ experience in implementation of similar works. • Each Technician demonstrates having implemented similar infrastructure roll out or operational fixes for aggregated 300 kms of fibre. • Possess a relevant certificate, diploma, or degree and industry certifications.	2.5	
	v)	NOC Operators • Proof of at least 5 years’ experience for NOC Operators in managing and maintaining similar infrastructure. • Each Operator possesses at least 5 years’ experience in management of similar works. • Each NOC Operator demonstrates having managed similar infrastructure operational support and monitoring for aggregated 300 kms of fibre. • Possess a relevant degree and relevant industry certifications.	2	
	vi)	Environmental, Gender and Social Safeguards Specialists • Proof of at least one (1) experienced environmental expert, one (1) Social Safeguards expert, and one (1) gender expert. • Each expert demonstrates at least 4 years expertise in domain area within projects of similar nature. • Each expert demonstrates having participated in mitigation of threats, risks and vulnerabilities within their domain area for similar infrastructure. • Possess a relevant degree and industry certifications or be registered by a professional body.	1.5	
	Total score 100% (pass mark is 70%)			

Note: All the proposed key staff will be deployed during the project implementation until commissioning

Lot 2

The weighting to be given for Rated Criteria (including technical and non-price factors) is: 100%

Main Rated Criteria are:

1. Specified performance requirements -52%
2. Company Profile-30%
3. Proposed Project Implementation Approach & Staffing-18%

Technical Factor		Weight in percentage [100%
Criterion 1: Specified performance requirement - 52% This section shall evaluate the extent to which the proposed national fibre backbone rollout solution meets or exceeds the specified technical, operational, scalability, implementation and service continuity requirements. - Significantly in excess of requirements – 100% - Moderately in excess of requirements –75% - Meeting requirements – 50% - Below requirements – 0%		52%
Item 1: Design Validation, Route Engineering & Infrastructure Deployment Capability Demonstrate capability to undertake detailed design validation, route optimization, underground and overhead fibre deployment, ducting, trenching, fibre splicing, terminations and installation of passive infrastructure accessories aligned to ICTA specifications and internationally accepted engineering standards with previous evidence Demonstrate seamless integration with existing national broadband infrastructure including redundancy capability, scalability, open access support, resilience measures and optimized network performance using completed tasks. Demonstrate support for minimum 96-core fibre optic cable deployment, dark fibre allocation requirements for ICTA, support capability, and compliance with open access obligations including OFDS mapping and national fibre inventory integration of existing work.		16
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Item 6: SLA Performance, Network Availability & Maintenance Capability Demonstrate capability to comply with SLA obligations including uptime management, latency performance, preventive and corrective maintenance, fault restoration, network monitoring and operational reporting. Provide comprehensive SLA framework covering service descriptions, escalation procedures, maintenance obligations, outage management, reporting mechanisms, performance monitoring and compliance enforcement		10
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Criterion 2: Company Profile - 30%		30%
100% of points	Cumulative fiber deployment experience of ≥1,000 km in the last 10 years, holds the required NFP license tier for the relevant Lot; and demonstrates average annual turnover of ≥KES 200 million in the last 3 years.	15

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		50% of points	Cumulative fiber deployment experience of ≥ 300 km in the last 10 years; holds the required NFP license tier for the relevant Lot; and demonstrates average annual turnover of $\geq$ KES 200 million in the last 3 years.	
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		100% of points	Holds NFP 1	15
		75% of points	Holds NFP 2	
		Criterion 3A: Proposed Project Implementation Approach – 6% - Significantly in excess of requirements – 100% (6 months) - Moderately in excess of requirements – 75% (8 months) - Meeting requirements – 50% (9 months) - Below requirements – 0%		6%
		Item 1: Deployment Timelines, Resource Mobilization & Implementation Scheduling Provide detailed implementation schedules demonstrating ability to complete route deployment, civil works, fibre installation, testing and commissioning within the prescribed implementation period including mitigation measures for delays.		2
		Item 2: Project Management, Governance & Joint Implementation Capability Demonstrate capability to support Joint Implementation Team (JIT) coordination, project governance, milestone management, reporting, safeguard compliance, stakeholder coordination and implementation supervision support.		2
		Item 3: Project Implementation Methodology, Workplan & Route Delivery Strategy Provide detailed implementation methodology, route rollout strategy, phased workplan, deployment sequencing, milestone schedules, risk mitigation approach and service continuity measures during implementation.		2
		Criterion 3B: Key Personnel Team – 12%		12%
		100% of points	All required key personnel are proposed (Project Managers, Network Planners, Civil Engineers, Optical Technicians, NOC Operators, ESG Specialists) with qualifications and years of experience meeting or exceeding all requirements specified in Section III; all CVs include verifiable evidence of relevant fiber deployments; at least two personnel hold the specified professional certifications (PMP or Prince II for Project Managers; equivalent for engineers).	
		75% of points	All required key personnel categories are proposed and meet the minimum qualification and experience requirements; minor gaps in certification documentation or supporting evidence for one or two individuals, but overall team capacity is clearly sufficient for the scope of works.	
		50% of points	All required key personnel categories are proposed but some individuals do not meet the stated minimum experience thresholds, or CVs lack sufficient detail to fully assess qualifications; the overall team is considered marginally adequate for the scope of works.	
		25% of points	One or more required key personnel categories are missing, or the majority of proposed personnel do not meet minimum qualification or experience requirements; significant gaps in the proposed team relative to the scope of works.	
		0% of points	Key personnel information is substantially absent, or the proposed team is clearly inadequate for the scope of works across multiple categories.	
		i) Project Managers - Proof of at least 2 project managers with demonstrated experience in managing large-scale ICT infrastructure projects. - Each Manager possess at least 3 years of project management experience in similar works. - Each Manager demonstrates having managed similar infrastructure roll out or operations for aggregated 300 kms of fibre. - Possess a relevant degree and industry certifications.		2

	ii) Network Planners & Designers • Proof of at least 2 network planners and designers skilled in backbone and metro fibre design. • Each planner possesses at least 3 years’ experience in planning and designing similar works. • Each planner demonstrates having designed similar infrastructure roll out or operational fixes for aggregated 300 kms of fibre. • Possess a relevant degree and industry certifications.	2	
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	v) NOC Operators • Proof of at least 5 years’ experience for NOC Operators in managing and maintaining similar infrastructure. • Each Operator possesses at least 5 years’ experience in management of similar works. • Each NOC Operator demonstrates having managed similar infrastructure operational support and monitoring for aggregated 300 kms of fibre. • Possess a relevant degree and relevant industry certifications.	2	
	vi) Environmental, Gender and Social Safeguards Specialists • Proof of at least one (1) experienced environmental expert, one (1) Social Safeguards expert, and one (1) gender expert. • Each expert demonstrates at least 4 years expertise in domain area within projects of similar nature. • Each expert demonstrates having participated in mitigation of threats, risks and vulnerabilities within their domain area for similar infrastructure. • Possess a relevant degree and industry certifications or be registered by a professional body.	1.5	
	Total score 100% (pass mark is 70%)		
	Note: All the proposed key staff will be deployed during the project implementation until commissioning		

H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts of Bids	
ITB 31.5	The Letter of Bid – Financial Part and Priced Activity Schedule shall be initialed by ALL representatives of the Employer conducting Bid opening. Each Financial Part of Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the

	Procuring Agency.
I. Evaluation of Financial Part of Bids	
ITB 34.1	The currency that shall be used for Bid evaluation and comparison purposes to convert, at the selling exchange rate, all Bid prices expressed in various currencies into a single currency is Kenya Shillings The source of exchange rate shall be Central Bank of Kenya The date for the exchange rate shall be Bid Submission Deadline
J. Evaluation of Combined Technical and Financial Parts and Notification of Intention to Conclude A Framework Agreement	
ITB 36.1	The weight to be given for cost is: 20%
K. Conclusion of a Framework Agreement	
ITB 45	Signing the Framework Agreement The Bidder shall sign, date and return the Framework Agreement within Fourteen (14) days of receipt of the same.
ITB 47	The procedures for making a Procurement-related Complaint are detailed in Annex III of the Procurement Regulations for IPF Borrowers. If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint in writing (by the quickest means available, that is either by email or fax), to: For the attention: Jessie K. Maruti Title/position: Chief Executive Officer Procuring Agency: The Information and Communications Technology Authority Email address: 27150 – 00100 NAIROBI A copy of the complaint can be sent for the Bank's information and monitoring to: pprocurementcomplaints@worldbank.org In summary, a Procurement-related Complaint may challenge any of the following: 1. the Procuring Agency's Bidding Documents; 2. the Procuring Agency's decision to exclude a Bidder from the procurement process prior to the decision to conclude a Framework Agreement(s); and 3. the Procuring Agency's decision to conclude a Framework Agreement(s).

Section III - Evaluation and Qualification Criteria

This Section contains the criteria that the Procuring Agency shall use to conclude a Framework Agreement(s). The criteria and methodology described is to evaluate Bids and qualify Bidders. No other factors, methods or criteria shall be used other than specified in this RFB document for the Primary Procurement process.

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1. TECHNICAL PART

1. Qualification Criteria

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

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of Services performed for each of the last five years;
- (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to the Employer to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;
- (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price; and
- (k) if required by the Employer, Environmental and Social (ES) past performance declaration (see below at the end of this section).

Bidders shall include with their bids the Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration, using the form in Section IV. Bids submitted by a joint venture of two or more firms as members shall comply with the following requirements, unless otherwise stated **below**:

- (a) the Bid shall include all the information listed above for each joint venture member;
- (b) the Bid shall be signed so as to be legally binding on all members;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture members defining the division of assignments to each member and establishing that all members shall be jointly and severally liable for the execution of the Contract in accordance with

the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed agreement;

- (d) one of the members shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

Bidders shall meet the following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount specified **below**;
- (b) experience as service provider in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) as specified **below**; and
- (c) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified **below**.

A consistent history of litigation or arbitration awards against the Bidder or any member of a Joint Venture may result in disqualification.

At the time of Contract award, successful Bidder (including each member of a JV) shall not be subject to disqualification by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.

Qualification Requirements

Joint Ventures	The information needed for Bids submitted by joint ventures is as follows: a) Qualifications criteria above separately b) Power of Attorney from both parties in the JV c) Provide Joint venture agreements signed by all parties in the JV 1. A copy of the agreement entered into by the joint venture members defining the division of assignments to each member and establishing that all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed agreement. 2. One of the members being nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and the execution of the entire Contract, including payment, being done exclusively with the member in charge.
Annual Volume	The minimum required annual volume of Services for Lot 1 for the successful Bidder in two consecutive years shall be: Kes. 200 Million annually.
Experience	The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 5 years the following: The firm must have completed or issued at least two (2) contracts completed of similar Magnitude valued at a minimum of Kes. 200 million in the last five (5) years. This should be verified by submission of copies of completed contracts and acceptance certificate issued /by the Employer/Client or to a contractor. • Experience in managing relevant ES aspects in regards to technical requirements
Liquid Assets	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be: Kenya Shillings Two Hundred and Fifty Million (KES.250,000,000.00) for Lot 1 and Kenya Shillings Two Hundred Million (KES.200,000,000.00) for Lot 2
Subcontractors	Subcontractors' experience shall not be taken into account.
Key Personnel (for LOT 1 and LOT 2)	a. LOT 1 • Project Managers – No. 3

	• Proof of at least 3 project managers with demonstrated experience in managing large-scale ICT infrastructure projects. • Have at least 5 years of project management • Each Manager possess at least 3 years of project management experience in similar works. • Each Manager demonstrates having managed similar infrastructure roll out or operations for aggregated 300 kms of fibre. • Possess a degree in Telecommunications Engineering/ICT/Project Management or equivalent from an accredited institution • Possess certification in project management such as Prince II, PMP, etc. i. Network planners & designers – 2 No. • Have at least six years of work experience. • Each planner possesses at least 3 years' experience in planning and designing similar works. • Each planner demonstrates having designed similar infrastructure roll out or operational fixes for an aggregate of at least 300 kms of fibre. • Possess a bachelor's degree in Telecommunications Engineering/ICT/Computer Science, Electrical and Electronics or equivalent from an accredited institution ii. Civil Works Engineers – 2 No. • 2 engineers have at least five years of work experience • Each Engineer possesses at least 3 years' experience in implementation of similar works. • Each engineer demonstrates having implemented similar infrastructure roll out or operational fixes for an aggregate of at least 300 kms of fibre. • Possess a bachelor's degree in Civil and Structural Engineering/Quantity Survey or equivalent from an accredited institution and registered by a professional body.
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	iii. Optical Installation Technicians – 5 No. • At least seven years of experience • At least 5 experienced technicians in fibre installations, splicing, OTDR (Optical Time-Domain Reflectometer) testing, and commissioning. • Each Technician possesses at least 3 years' experience in implementation of similar works. • Each Technician demonstrates having implemented similar infrastructure roll out or operational fixes for aggregated 300 kms of fibre. • Possess at least a diploma in Telecommunications Engineering/ICT/Computer Science, Electrical and Electronics or equivalent from an accredited institution iv. Network Operations Centre (NoC) Operators – 2 No. • Have at least seven years of experience • Proof of at least 5 years experienced NOC Operators in managing and maintaining similar infrastructure. • Each Operator possesses at least 5 years' experience in management of similar works. • Each NOC Operator demonstrates having managed similar infrastructure operational support and monitoring for aggregated 300 kms of fibre. • Possess at least a diploma in Telecommunications Engineering/ICT/Computer Science, Electrical and Electronics or equivalent from an accredited institution v. Environmental gender and Social Safeguards Specialists – 1 No. each category • At least one (1) experienced environmental expert, one (1) Social Safeguards experts and one (1) gender expert. • Each should have at least seven years of experience • Each expert demonstrates at least 5 years expertise in environmental/ Social Safeguards/gender area within project of similar nature. • Each expert demonstrates having participated in mitigation of threats, risks and vulnerabilities
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	within their domain area for a similar infrastructure. • Possess a degree in Social Sciences/Environmental or related certifications b. LOT 2 i. Project Managers – No. 2 • Proof of at least 2 project managers with demonstrated experience in managing large-scale ICT infrastructure projects. • Have at least 5 years of project management • Each Manager possess at least 3 years of project management experience in similar works. • Each Manager demonstrates having managed similar infrastructure roll out or operations for aggregated 300 kms of fibre. • Possess a degree in Telecommunications Engineering/ICT/Project Management or equivalent from an accredited institution • Possess certification in project management such as Prince II, PMP, etc. ii. Network planners & designers – 2 No. • Have at least six years of work experience. • Each planner possesses at least 3 years' experience in planning and designing similar works. • Each planner demonstrates having designed similar infrastructure roll out or operational fixes for an aggregate of at least 300 kms of fibre. • Possess a bachelor's degree in Telecommunications Engineering/ICT/Computer Science, Electrical and Electronics or equivalent from an accredited institution iii. Civil Works Engineers – 2 No. • 2 engineers have at least five years of work experience • Each Engineer possesses at least 3 years' experience in implementation of similar works.
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	• Each engineer demonstrates having implemented similar infrastructure roll out or operational fixes for an aggregate of at least 300 kms of fibre. • Possess a bachelor's degree in Civil and Structural Engineering/Quantity Survey or equivalent from an accredited institution and registered by a professional body. iv. Optical Installation Technicians – 5 No. • At least seven years of experience • At least 5 experienced technicians in fibre installations, splicing, OTDR (Optical Time-Domain Reflectometer) testing, and commissioning. • Each Technician possesses at least 3 years' experience in implementation of similar works. • Each Technician demonstrates having implemented similar infrastructure roll out or operational fixes for aggregated 300 kms of fibre. • Possess at least a diploma in Telecommunications Engineering/ICT/Computer Science, Electrical and Electronics or equivalent from an accredited institution v. Network Operations Centre (NoC) Operators – 2 No. • Have at least seven years of experience • Proof of at least 5 years experienced NOC Operators in managing and maintaining similar infrastructure. • Each Operator possesses at least 5 years' experience in management of similar works. • Each NOC Operator demonstrates having managed similar infrastructure operational support and monitoring for aggregated 300 kms of fibre. • Possess at least a diploma in Telecommunications Engineering/ICT/Computer Science, Electrical and Electronics or equivalent from an accredited institution vi. Environmental gender and Social Safeguards Specialists – 1 No. each category
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	• At least one (1) experienced environmental expert, one (1) Social Safeguards experts and one (1) gender expert. • Each should have at least seven years of experience • Each expert demonstrates at least 5 years expertise in environmental/ Social Safeguards/gender area within project of similar nature. • Each expert demonstrates having participated in mitigation of threats, risks and vulnerabilities within their domain area for a similar infrastructure. • Possess a degree in Social Sciences/Environmental or related certifications
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The figures for each of the members of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of (a), (b) and (e); however, for a joint venture to qualify the member in charge must meet at least 10 percent of those minimum criteria for an individual Bidder and other members at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid.

Subcontractors' experience and resources ***will not be taken*** into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise stated in the Qualification Requirements above.

Declaration: Environmental and Social (ES) past performance

The Bidder (if joint venture, each member of a joint venture) shall declare, using the form in Section IV, any contract that has been suspended or terminated and/or performance security called by an employer, in the past five years, for reasons of breach of environmental or social (including Sexual Exploitation and Abuse) contractual obligations. The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

2. Technical Evaluation (ITB 30.9)

Assessment of adequacy of Technical Part with the requirements

Section No.	Section Name	Works Description (Requirement and Deliverables)	Bidder Response	Compliance (Yes/No)
3.a	National Backbone Links	Requirement: Deploy terrestrial backbone networks interconnecting county HQs, sub-county HQs, major towns, data centers, and service hubs. Must include trenching, ducting, (where this does not already exist and OFC laying, splicing, and passive infrastructure. Deliverables: Approved design documents, trenching & duct installation records, OFC reels with test results, splicing & termination logs, passive infra installation reports, and integration certificates with existing broadband.		
3.a	Cross-Border Links	Requirement: Deploy terrestrial international terrestrial fibre optic routes to neighboring countries. Must include trenching, ducting, (where this does not already exist and OFC laying, splicing, and passive infrastructure. Deliverables: Approved design documents, trenching & duct installation records, OFC reels with test results, splicing & termination logs, passive infra installation reports, and integration certificates with existing broadband.		

Section No.	Section Name	Works Description (Requirement and Deliverables)	Bidder Response	Compliance (Yes/No)
4.a	Route/Link Definition	Requirement: Define each route with A-end and B-end geo-coordinates and establish redundancy loops. For cross-border link, route connects a Kenyan backbone node (A-end) to a designated border interconnection point (B-end), where it interfaces with fibre from neighboring countries.. A fibre loop will be established between the Kenyan and foreign endpoints to guarantee access, continuity and interoperability to each country operators Deliverables: Route survey reports, GIS/KMZ/KML maps, fibre loop diagrams, and interoperability test reports. Once deployed, data must be uploaded to the national open fiber data standard (OFDS) database and digital map.		
4.a	Fibre Infrastructure	Requirement: Install OFC on all designated routes as per specifications.		
4.b	Matching Investments	Requirement: Provide Matching investment in line with CTM principle		
4.c	Route/Link Design	Requirement: Validate provided route specific high-level designs for commercial viability while complying with international standards, regional safeguards and ICTA standards Deliverables: AutoCAD and As-Built drawings, BOQs, materials specifications, safeguard reports, and optimized design submission.		

Section No.	Section Name	Works Description (Requirement and Deliverables)	Bidder Response	Compliance (Yes/No)
4.e	Installation Standards	Requirement: Execute installations per ICTA and international standards (trenching, ducting, splicing, testing). Deliverables: Inspection and quality assurance reports, trench depth logs, duct certification, splice records, and installation compliance checklists.		
5.b	Implementation Schedule	Requirement: Complete route rollout within nine months for the national backbone deployment and six months for cross-border links of contract signing. Deliverables: Milestone-based implementation schedule, weekly/monthly progress reports, deviation reports (if any), and final completion certificate.		
5.d	Project Closure & Commissioning	Requirement: Commission routes after successful completion, inspection, and testing. Deliverables: Commissioning certificates, allocation of dark fiber to ICTA, as appropriate, as-built drawings, safeguard compliance report, and final audit.		
5.e	Payment Milestones	Requirement: Deliver works in line with staged payment structure (20% at signing, 60% at Partial Acceptance Milestone — Required Deliverables and Trigger Conditions: The second disbursement tranche of 60% shall be released only upon satisfaction of the following, verified by the Joint Implementation Team: (a) Fiber cable has been fully blown, installed, and terminated across the entire route section; (b) All fiber splicing has been		

Section No.	Section Name	Works Description (Requirement and Deliverables)	Bidder Response	Compliance (Yes/No)
		completed and splice loss records submitted; (c) End-to-end OTDR (Optical Time Domain Reflectometer) test results have been submitted and demonstrate compliance with the applicable ITU-T G.652/G.657 attenuation and return loss standards for every fiber pair on the route; (d) Power meter test results confirming end-to-end optical link budget compliance have been submitted; and 20% upon Final Acceptance Testing). Deliverables: Inception report, trenching/ducting completion certificate, final acceptance report for release of funds.		
5.f	Matching Investment Reporting	Requirement: Report utilization of Government subsidy and matching funds. Deliverables: Financial expenditure reports, invoices, audited statements, and completed ICTA reporting templates.		
6.a	Service Level Agreement (SLA)	Requirement: Operate routes under binding SLA with uptime, latency, and restoration targets. Deliverables: Signed SLA, uptime & latency monitoring reports, maintenance logs, third-party audits, and NOC monitoring data.		
6.b	Claw-Back Mechanism	Requirement: Return public funds or assets in case of underperformance or misuse. Deliverables: Contract clause documentation, breach notices (if applicable), repayment records, and		

Section No.	Section Name	Works Description (Requirement and Deliverables)	Bidder Response	Compliance (Yes/No)
		ICTA claw-back enforcement reports.		
3.1	Professional Team – Project Managers	At least 3 qualified Project Managers for Lot 1 and at least 2 qualified Project Managers for Lot 2 with at least 5 years work experience, ≥ 3 years experience in similar assignment, each with aggregated 300 kms of project experience. Deliverable: CVs, degrees, certifications.		
3.2	Professional Team – Network Planners & Designers	At least 2 network planners with at least six years of work experience, ≥ 3 years experience in similar assignment and aggregated 300km designs. Deliverable: CVs, project references, certifications.		
3.3	Professional Team – Civil Engineers	At least 2 engineers with at least 5 years work experience, ≥ 3 years experience in similar assignment and aggregated 300 km implementation. Deliverable: CVs, professional body registration, certifications.		
3.4	Professional Team – Optical Technicians	At least 5 technicians with at least seven years experience, ≥ 3 years experience in splicing, OTDR testing, commissioning, each with aggregated 300 kms implementation. Deliverable: CVs, certificates, training records.		
3.5	Professional Team – NOC Operators	At least 5 operators with at least seven years of experience, ≥ 5 years' experience managing ≥ 300 kms fibre. Deliverable: CVs, certificates.		
3.6	Professional Team – ESG Specialists	At least 1 Environmental, 1 Social Safeguards, and 1 Gender expert, each with at least seven years of experience, ≥ 5 years of domain		

Section No.	Section Name	Works Description (Requirement and Deliverables)	Bidder Response	Compliance (Yes/No)
		experience. Deliverable: CVs, degrees, certifications.		

FIRM CAPABILITIES

No.	Section Name	Section Description (Description and Deliverable)	Bidder's response	Compliance (Yes/No)
1.1	Legal Standing & Licensing	Firm must provide proof of company registration in Kenya or country of origin. Deliverable: Certificate of Incorporation/Registration.		
1.2	Licensing	Firm must hold a minimum of Tier 3 NFP license from CA (or international equivalent with a commitment to obtain a Kenyan license) for National Backbone fibre link and Tier 2 NFP for Cross-Border links. Deliverable: Copy of valid license or authorization letter.		
1.3	Statutory Compliance	Firm must submit valid Tax Compliance Certificate. Deliverable: Certificate from KRA or equivalent authority.		

1.4	Government Debt Status	Confirmation that firm has no outstanding debt obligations to GoK. SOEs must provide evidence of autonomy and independence. Deliverable: Sworn declaration and supporting documentation.		
2.1	Experience in Fibre Build & Operations	Firm must show proven delivery and operation of large-scale fibre projects of at least 300 km, including backbone underground networks and cross border links. Deliverable: Project references, completion certificates, contract details.		
2.2	Operations & Maintenance	Existence of 24/7 O&M service with track record meeting SLAs for uptime, Mean Time To Repair/Recovery (MTTR) MTTR, redundancy, and restoration. Deliverable: SLA compliance records from prior projects.		
4.1	Machinery & Tools	Firm must show access to specialized trenching machines, blowers, winches, Optical Time Domain Reflectometers (OTDRs), splicing kits, duct rods, closures, and safety equipment. Deliverable: Equipment inventory list with ownership/lease documents.		
4.2	Logistics Capability	Access to at least three (3) 4x4 vehicles for project logistics.		

		Deliverable: The vehicle logbooks or leasing agreements.		
5.1	Financial Capability – Audited Accounts	Audited financial statements for the last 3 years certified by licensed auditor. Deliverable: Certified audited reports.		
5.2	Financial Capability – Turnover	Minimum annual turnover of KES 200 million. Deliverable: Certified accounts showing turnover.		
5.3	Financial Capability – Liquidity	Proof of sufficient liquidity (current ratio). Deliverable: Bank statements or financial ratios certified by auditor.		
5.4	Financial Capability – Access to Finance	Proof of access to external financing. Deliverable: Bank guarantees, letters of credit, or equivalent financial instruments.		
5.6	Bankruptcy & Insolvency	Declaration that firm is not under receivership, bankruptcy, or liquidation. Deliverable: Sworn affidavit.		
5.7	Debarment/Ineligibility	Declaration that firm is not debarred by GoK, PPRA, WB, or other institutions. Deliverable: Sworn affidavit.		
5.8	Fraud & Corruption	Full disclosure of past/ongoing investigations. Deliverable: Declaration of no fraud or corruption record.		

5.9	Conflict of Interest	Declaration of no conflict of interest with GoK or ICTA. Deliverable: Sworn affidavit.		
5.1	Past Defaults	Declaration that firm has no record of contract termination or persistent SLA failure. Deliverable: Affidavit + verifiable references.		
5.11	Legal & Ethical Compliance	Compliance with labor, human rights, and environmental laws. Deliverable: Declaration and supporting policies.		

The Rated Criteria (including technical and non-price factors, and sub factors if any), to be evaluated and the scores to be given to each factor and sub factor are specified in the BDS ITB 30.9.

Technical Part Scoring Methodology

The weighting to be given for Rated Criteria (including technical and non-price factors) is: 80%

The weighting to be given for Rated Criteria (including technical and non-price factors) is: 100%
Main Rated Criteria are:

4. Specified performance requirements -52%
5. Company Profile-30%
6. Proposed Project Implementation Approach & Staffing-18%

Technical Factor			Weight in percent age [100%]
Criterion 1: Specified performance requirement - 52%			52%
- This section shall evaluate the extent to which the proposed national fibre backbone rollout solution meets or exceeds the specified technical, operational, scalability, implementation and service continuity requirements - Significantly in excess of requirements – 100% - Moderately in excess of requirements –75% - Meeting requirements – 50% - Below requirements – 0%			
Item 1: Design Validation, Route Engineering & Infrastructure Deployment Capability Demonstrate capability to undertake detailed design validation, route optimization, underground and overhead fibre deployment, ducting, trenching, fibre splicing, terminations and installation of passive infrastructure accessories aligned to ICTA specifications and internationally accepted engineering standards with previous evidence Demonstrate seamless integration with existing national broadband infrastructure including redundancy capability, scalability, open access support, resilience measures and optimized network performance using completed tasks. Demonstrate support for minimum 96-core fibre optic cable deployment, dark fibre allocation requirements for ICTA, support capability, and compliance with open access obligations including OFDS mapping and national fibre inventory integration of existing work.			16
Item 4: Installation Standards, Environmental & Safeguards Compliance Demonstrate compliance with ICTA standards and internationally recognized fibre installation standards including trenching, ducting, splicing, environmental safeguards, social safeguards and infrastructure protection measures. Demonstrate capability for fibre testing, inspection support, acceptance procedures, commissioning, submission of as-built drawings, documentation and operational handover aligned to ICTA and World Bank requirements.			10
Item 6: SLA Performance, Network Availability & Maintenance Capability Demonstrate capability to comply with SLA obligations including uptime management, latency performance, preventive and corrective maintenance, fault restoration, network monitoring and operational reporting. Provide comprehensive SLA framework covering service descriptions, escalation procedures, maintenance obligations, outage management, reporting mechanisms, performance monitoring and compliance enforcement			10
Item 10: Operations, Maintenance & Nationwide Support Capability Demonstrate capability to provide nationwide maintenance support, rapid fault restoration, spare management, field support coordination, operational monitoring and long-term route maintenance capability.			16
Criterion 2: Company Profile - 30%			30%
	100% of points	Cumulative fiber deployment experience of ≥1,000 km in the last 10 years, holds the required NFP license tier for the relevant Lot; and demonstrates average annual turnover of ≥KES 200 million in the last 3 years.	15
	75% of points	Cumulative fiber deployment experience of ≥600 km in the last 10 years, holds the required NFP license tier for the relevant Lot; and demonstrates average annual turnover of ≥KES 200 million in the last 3 years.	
	50% of points	Cumulative fiber deployment experience of ≥300 km in the last 10 years; holds the required NFP license tier for the relevant Lot; and demonstrates average annual turnover of ≥KES 200 million in the last 3 years.	

	0% of points	Fiber deployment experience below 300 km in the last 10 years, holds the required NFP license tier for the relevant Lot; and demonstrates average annual turnover of ≥KES 200 million in the last 3 years.. Note: A score of 0% under this criterion does not affect pass/fail qualification status, which is governed separately by the 300 km minimum threshold in Section III.		
	100% of points	Holds NFP 1	15	
	75% of points	Holds NFP 2		
	50% of points	Holds NFP 3		
Criterion 3A: Proposed Project Implementation Approach – 6%			6%	
- Significantly in excess of requirements – 100% (6 months) - Moderately in excess of requirements – 75% (8 months) - Meeting requirements – 50% (9 months) - Below requirements – 0%				
Item 1: Deployment Timelines, Resource Mobilization & Implementation Scheduling Provide detailed implementation schedules demonstrating ability to complete route deployment, civil works, fibre installation, testing and commissioning within the prescribed implementation period including mitigation measures for delays.			2	
Item 2: Project Management, Governance & Joint Implementation Capability Demonstrate capability to support Joint Implementation Team (JIT) coordination, project governance, milestone management, reporting, safeguard compliance, stakeholder coordination and implementation supervision support.			2	
Item 3: Project Implementation Methodology, Workplan & Route Delivery Strategy Provide detailed implementation methodology, route rollout strategy, phased workplan, deployment sequencing, milestone schedules, risk mitigation approach and service continuity measures during implementation.			2	
Criterion 3B: Key Personnel Team – 12%			12%	
	100% of points	All required key personnel are proposed (Project Managers, Network Planners, Civil Engineers, Optical Technicians, NOC Operators, ESG Specialists) with qualifications and years of experience meeting or exceeding all requirements specified in Section III; all CVs include verifiable evidence of relevant fiber deployments; at least two personnel hold the specified professional certifications (PMP or Prince II for Project Managers; equivalent for engineers).		
	75% of points	All required key personnel categories are proposed and meet the minimum qualification and experience requirements; minor gaps in certification documentation or supporting evidence for one or two individuals, but overall team capacity is clearly sufficient for the scope of works.		
	50% of points	All required key personnel categories are proposed but some individuals do not meet the stated minimum experience thresholds, or CVs lack sufficient detail to fully assess qualifications; the overall team is considered marginally adequate for the scope of works.		
	25% of points	One or more required key personnel categories are missing, or the majority of proposed personnel do not meet minimum qualification or experience requirements; significant gaps in the proposed team relative to the scope of works.		
	0% of points	Key personnel information is substantially absent, or the proposed team is clearly inadequate for the scope of works across multiple categories.		
i)	Project Managers - Proof of at least 3 project managers with demonstrated experience in managing large-scale ICT infrastructure projects. - Each Manager possess at least 3 years of project management experience in similar works. - Each Manager demonstrates having managed similar infrastructure roll out or operations for aggregated 300 kms of fibre.		3	

ii)	Network Planners & Designers • Proof of at least 2 network planners and designers skilled in backbone and metro fibre design. • Each planner possesses at least 3 years' experience in planning and designing similar works. • Each planner demonstrates having designed similar infrastructure roll out or operational fixes for aggregated 300 kms of fibre. • Possess a relevant degree and industry certifications.	2	
iii)	Civil Works Engineers • Proof of at least 2 engineers. • Each Engineer possesses at least 3 years' experience in implementation of similar works. • Each engineer demonstrates having implemented similar infrastructure roll out or operational fixes for aggregated 300 kms of fibre. • Possess a relevant degree and industry certifications or be registered by a professional body.	2	
iv)	Optical Installation Technicians • Proof of at least 5 experienced technicians in fibre installations, splicing, OTDR (Optical Time-Domain Reflectometer) testing, and commissioning. • Each Technician possesses at least 3 years' experience in implementation of similar works. • Each Technician demonstrates having implemented similar infrastructure roll out or operational fixes for aggregated 300 kms of fibre. • Possess a relevant certificate, diploma, or degree and industry certifications.	2.5	
v)	NOC Operators • Proof of at least 5 years' experience for NOC Operators in managing and maintaining similar infrastructure. • Each Operator possesses at least 5 years' experience in management of similar works. • Each NOC Operator demonstrates having managed similar infrastructure operational support and monitoring for aggregated 300 kms of fibre. • Possess a relevant degree and relevant industry certifications.	1	
vi)	Environmental, Gender and Social Safeguards Specialists • Proof of at least one (1) experienced environmental expert, one (1) Social Safeguards expert, and one (1) gender expert. • Each expert demonstrates at least 4 years expertise in domain area within projects of similar nature. • Each expert demonstrates having participated in mitigation of threats, risks and vulnerabilities within their domain area for similar infrastructure. • Possess a relevant degree and industry certifications or be registered by a professional body.	1.5	
Total score 100% (pass mark is 70%)			
Note: All the proposed key staff will be deployed during the project implementation until commissioning			

Lot 2

The weighting to be given for Rated Criteria (including technical and non-price factors) is: 100%

Main Rated Criteria are:

4. Specified performance requirements -52%

5. Company Profile-30%

6. Proposed Project Implementation Approach & Staffing-18%

Technical Factor	Weight in percentage [100%]
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Criterion 1: Specified performance requirement - 52% This section shall evaluate the extent to which the proposed national fibre backbone rollout solution meets or exceeds the specified technical, operational, scalability, implementation and service continuity requirements. - Significantly in excess of requirements – 100% - Moderately in excess of requirements –75% - Meeting requirements – 50% - Below requirements – 0%			52%
Item 1: Design Validation, Route Engineering & Infrastructure Deployment Capability Demonstrate capability to undertake detailed design validation, route optimization, underground and overhead fibre deployment, ducting, trenching, fibre splicing, terminations and installation of passive infrastructure accessories aligned to ICTA specifications and internationally accepted engineering standards with previous evidence Demonstrate seamless integration with existing national broadband infrastructure including redundancy capability, scalability, open access support, resilience measures and optimized network performance using completed tasks. Demonstrate support for minimum 96-core fibre optic cable deployment, dark fibre allocation requirements for ICTA, support capability, and compliance with open access obligations including OFDS mapping and national fibre inventory integration of existing work.			16
Item 4: Installation Standards, Environmental & Safeguards Compliance Demonstrate compliance with ICTA standards and internationally recognized fibre installation standards including trenching, ducting, splicing, environmental safeguards, social safeguards and infrastructure protection measures. Demonstrate capability for fibre testing, inspection support, acceptance procedures, commissioning, submission of as-built drawings, documentation and operational handover aligned to ICTA and World Bank requirements.			10
Item 6: SLA Performance, Network Availability & Maintenance Capability Demonstrate capability to comply with SLA obligations including uptime management, latency performance, preventive and corrective maintenance, fault restoration, network monitoring and operational reporting. Provide comprehensive SLA framework covering service descriptions, escalation procedures, maintenance obligations, outage management, reporting mechanisms, performance monitoring and compliance enforcement			10
Item 10: Operations, Maintenance & Nationwide Support Capability Demonstrate capability to provide nationwide maintenance support, rapid fault restoration, spare management, field support coordination, operational monitoring and long-term route maintenance capability.			16
Criterion 2: Company Profile - 30%			30%
100% of points	Cumulative fiber deployment experience of ≥1,000 km in the last 10 years, holds the required NFP license tier for the relevant Lot; and demonstrates average annual turnover of ≥KES 200 million in the last 3 years.	15	
75% of points	Cumulative fiber deployment experience of ≥600 km in the last 10 years, holds the required NFP license tier for the relevant Lot; and demonstrates average annual turnover of ≥KES 200 million in the last 3 years.		
50% of points	Cumulative fiber deployment experience of ≥300 km in the last 10 years; holds the required NFP license tier for the relevant Lot; and demonstrates average annual turnover of ≥KES 200 million in the last 3 years.		
0% of points	Fiber deployment experience below 300 km in the last 10 years, holds the required NFP license tier for the relevant Lot; and demonstrates average annual turnover of ≥KES 200 million in the last 3 years.. Note: A score of 0% under this criterion does not affect pass/fail qualification status, which is governed separately by the 300 km minimum threshold in Section III.		
100% of points	Holds NFP 1	15	
75% of points	Holds NFP 2		
Criterion 3A: Proposed Project Implementation Approach – 6% - Significantly in excess of requirements – 100% (6 months) - Moderately in excess of requirements –75% (8 months)			6%

- Meeting requirements – 50% (9 months) - Below requirements – 0%		
Item 1: Deployment Timelines, Resource Mobilization & Implementation Scheduling Provide detailed implementation schedules demonstrating ability to complete route deployment, civil works, fibre installation, testing and commissioning within the prescribed implementation period including mitigation measures for delays.		2
Item 2: Project Management, Governance & Joint Implementation Capability Demonstrate capability to support Joint Implementation Team (JIT) coordination, project governance, milestone management, reporting, safeguard compliance, stakeholder coordination and implementation supervision support.		2
Item 3: Project Implementation Methodology, Workplan & Route Delivery Strategy Provide detailed implementation methodology, route rollout strategy, phased workplan, deployment sequencing, milestone schedules, risk mitigation approach and service continuity measures during implementation.		2
Criterion 3B: Key Personnel Team – 12%		12%
100% of points	All required key personnel are proposed (Project Managers, Network Planners, Civil Engineers, Optical Technicians, NOC Operators, ESG Specialists) with qualifications and years of experience meeting or exceeding all requirements specified in Section III; all CVs include verifiable evidence of relevant fiber deployments; at least two personnel hold the specified professional certifications (PMP or Prince II for Project Managers; equivalent for engineers).	
75% of points	All required key personnel categories are proposed and meet the minimum qualification and experience requirements; minor gaps in certification documentation or supporting evidence for one or two individuals, but overall team capacity is clearly sufficient for the scope of works.	
50% of points	All required key personnel categories are proposed but some individuals do not meet the stated minimum experience thresholds, or CVs lack sufficient detail to fully assess qualifications; the overall team is considered marginally adequate for the scope of works.	
25% of points	One or more required key personnel categories are missing, or the majority of proposed personnel do not meet minimum qualification or experience requirements; significant gaps in the proposed team relative to the scope of works.	
0% of points	Key personnel information is substantially absent, or the proposed team is clearly inadequate for the scope of works across multiple categories.	
vii)	Project Managers - Proof of at least 2 project managers with demonstrated experience in managing large-scale ICT infrastructure projects. - Each Manager possess at least 3 years of project management experience in similar works. - Each Manager demonstrates having managed similar infrastructure roll out or operations for aggregated 300 kms of fibre. - Possess a relevant degree and industry certifications.	2
viii)	Network Planners & Designers - Proof of at least 2 network planners and designers skilled in backbone and metro fibre design. - Each planner possesses at least 3 years' experience in planning and designing similar works. - Each planner demonstrates having designed similar infrastructure roll out or operational fixes for aggregated 300 kms of fibre. - Possess a relevant degree and industry certifications.	2
ix)	Civil Works Engineers - Proof of at least 2 engineers. - Each Engineer possesses at least 3 years' experience in implementation of similar works. - Each engineer demonstrates having implemented similar infrastructure roll out or operational fixes for aggregated 300 kms of fibre. - Possess a relevant degree and industry certifications or be registered by a professional body.	2

x) Optical Installation Technicians • Proof of at least 3 experienced technicians in fibre installations, splicing, OTDR (Optical Time-Domain Reflectometer) testing, and commissioning. • Each Technician possesses at least 3 years' experience in implementation of similar works. • Each Technician demonstrates having implemented similar infrastructure roll out or operational fixes for aggregated 300 kms of fibre. • Possess a relevant certificate, diploma, or degree and industry certifications.	1.5
xi) NOC Operators • Proof of at least 5 years' experience for NOC Operators in managing and maintaining similar infrastructure. • Each Operator possesses at least 5 years' experience in management of similar works. • Each NOC Operator demonstrates having managed similar infrastructure operational support and monitoring for aggregated 300 kms of fibre. • Possess a relevant degree and relevant industry certifications.	1.5
xii) Environmental, Gender and Social Safeguards Specialists • Proof of at least one (1) experienced environmental expert, one (1) Social Safeguards expert, and one (1) gender expert. • Each expert demonstrates at least 4 years expertise in domain area within projects of similar nature. • Each expert demonstrates having participated in mitigation of threats, risks and vulnerabilities within their domain area for similar infrastructure. • Possess a relevant degree and industry certifications or be registered by a professional body.	3
Total score 100% (pass mark is 70%)	
Note: All the proposed key staff will be deployed during the project implementation until commissioning	

The score for each sub- factor (i) within a factor (j) will be combined with the scores of sub-factors in *the* same factor as a weighted sum to form the Factor Technical Score using the following formula:

$$S_j \equiv \sum_{i=1}^k t_{ji} * w_{ji}$$

where:

t_{ji} = the technical score for sub- factor “i” in factor “j”,

w_{ji} = the weight of sub- factor “i” in factor “j”,

k = the number of scored sub-factors in factor “j”, and

$$\sum_{i=1}^k w_{ji} = 1$$

The Factor Technical Scores will be combined in a weighted sum to form the total Technical Bid Score using the following formula:

$$T \equiv \sum_{j=1}^n S_j * W_j$$

where:

S_j = the Factor Technical Score of factor “j”,

W_j = the weight of factor “j” as specified **in the BDS**,

n = the number of Factors, and

$$\sum_{j=1}^n W_j = 1$$

Key Personnel

NA – included in the rated criteria

FINANCIAL PART

In addition to the criteria listed in ITB 32.2 (a) to (e) the following criteria shall apply: Not Applicable

.....

Combined Evaluation

The Procuring Agency will evaluate and compare the Bids that have been determined to be substantially responsive.

The Procuring Agency’s evaluation of responsive Bids will take into account technical factors, in addition to cost factors.

An Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula (for comparison in percentages), which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B \equiv \frac{C_{low}}{C} * X * 100 + \frac{T}{Thigh} * (1 - X) * 100$$

where

C = Evaluated Bid Price

C_{low} = the lowest of all Evaluated Bid Prices among responsive Bids

T = the total Technical Score awarded to the Bid

T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids

X = weight for the Cost as specified in the BDS

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid provided that the Bidder possesses the required qualifications.

Criteria to conclude a Framework Agreement(s) (ITB 40)

Criteria for a Multi-Supplier Framework Agreement:

The Procuring Agency will conclude Framework Agreements as follows:

- (a) All Bidders shall be ranked in terms of the Most Advantageous Bid/Bids, with the first ranked being the Most Advantageous, the second ranked being the second Most Advantageous, and so on.
- (b) The Procuring Agency will conclude a FA with:
 - (i) All the Bidders ranked in (a) above if no maximum number of suppliers is specified in **BDS ITB 1.2 (m)**
 - (ii) the Bidders ranked first up to the maximum number of suppliers (y) specified in the **BDS ITB 1.2 (m)**.
- (c) If the number of Bidders is less than the minimum (x) specified in the **BDS ITB 1.2 (m)**, the Procuring Agency may decide to invite new bids. Alternatively, the Procuring Agency may conclude the FA with all those Bidders where, an insufficient number of Bids are received, or an insufficient number of Bids meet the criteria for conclusion of Framework Agreements.

Section IV - Bid Forms

Table of Forms

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Letter of Bid- Technical Part

Primary Procurement - Framework Agreement Services

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

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

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

Framework Agreement - Services

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

Request for Bid No.: *[insert identification]*

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

To: *[insert complete name of Procuring Agency]*

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (i) the Technical Part, and
- (ii) the Financial Part.

In submitting our Bid we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the RFB document, including addenda issued in accordance with Instructions to Bidders (**ITB 8**);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid/Proposal-Securing Declaration:** *[select OPTION 1 or 2 as applicable]*

OPTION 1

“We have neither been suspended nor declared ineligible by the Employer(s) based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer’s Country in accordance with **ITB 4.7**” or

OPTION 2

“We have been suspended or declared ineligible by the following entities based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer’s Country in accordance with **ITB 4.7** *[insert name of entities]*”;

- (d) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (iii) below and delete the others. In case of JV members and/or subcontractors, indicate the status of disqualification by the Bank of each JV member and/or subcontractor].*

We, including any of our subcontractors:

- (i) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
 - (ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
 - (iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.]
- (e) **Conformity:** We offer to provide, in conformity with the RFB document, the following Services: *[insert a brief description of the Services]*;
- (f) **Bid Validity Period:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) **Performance Security:** If our Bid is accepted and we conclude a Framework Agreement, we understand that we may be required, as a condition of a subsequent Call-off Contract, to obtain a performance security;
- (h) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of **ITB 4.3**;
- (i) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Procuring Agency's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (j) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (k) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the RFB process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

- (l) **Not Bound to Procure:** We understand that there is no obligation on the Procuring Agency/Employer(s) to procure the Services from any FA Service Provider during the Term of the Framework Agreement. We acknowledge and agree that we have not submitted this Bid on the basis of any such undertaking, statement, promise or representation. If we conclude a Framework Agreement, we have no legitimate expectation of being awarded a Call-off Contract under the Framework Agreement.
- (m) **Not Bound to Accept:** In relation to this Primary Procurement, we understand that you are not bound to accept any Bid that you may receive.
- (n) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

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

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

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

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Bidder Information Form

Primary Procurement - Framework Agreement Services

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

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

Page _____ of _____ pages

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

Bidder's JV Members Information Form

Primary Procurement - Framework Agreement Services

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

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

Page _____ of _____ pages

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

Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
 Place of registration: *[insert]*
 Principal place of business: *[insert]*
 Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified in the BDS: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services under way or committed, including expected completion date.

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

- 1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 4.
- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.
- 1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

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

- 1.11 Statement of compliance with the requirements of ITB 4.2.
- 1.12 Environmental and Social (ES) performance declaration, if required, and Sexual Exploitation and Abuse (SEA) and/or

Sexual Harassment Performance Declaration, using the forms included in this Section IV.

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

2. Joint Ventures

- 2.1 The information listed in 1.1 - 1.12 above shall be provided for each member of the joint venture (and each subcontractor for the SEA/SH declaration).
- 2.2 The information in 1.13 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 2.4 Attach the Agreement among all members of the joint venture (and which is legally binding on all members), which shows that
- (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the members will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

3. Additional Requirements

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

Services

The Bidder shall submit documentary evidence to demonstrate that the Services to be provided will meet or exceed the technical specifications and standards specified in Section VII, Procuring Agency's Requirements, including any specified performance requirements.

Method Statement

Methodology for National Backbone and Cross-Border Fibre Optic Implementation

This section outlines fifteen areas of methodology fibre optic implementation for both nation backbone and cross-border links.

a. Project Approach and Delivery Model

The project will adopt a phased, structured implementation approach under a Joint Implementation Team (JIT) framework comprising ICTA (through KDEAP PIU) and the Winning Firm. The project will:

- Establish a joint governance structure for coordination and accountability
- Define roles, responsibilities, and shared milestones
- Conduct regular progress reviews, reporting, and field inspections
- Ensure compliance with ICTA standards and World Bank safeguards

b. Design Validation and Optimization

- Review and validate ICTA-provided route designs (A-end to B-end with coordinates)
- Optimize routes where necessary to enhance **commercial viability and efficiency**
- Ensure designs meet international engineering standards and local conditions
- Incorporate:
 - Fibre core design
 - Passive infrastructure (ducts, manholes, handholes, closures, ODFs, cabinets)
- Integrate environmental and social safeguards into final designs

c. Planning and Resource Mobilization

- Develop a milestone-based implementation plan (weekly and monthly targets)
- Mobilize:
 - Skilled personnel and technical teams
 - Equipment and materials
 - Subcontractors (where applicable, e.g., utility infrastructure owners)

d. Civil Works and Infrastructure Deployment

- Execute trenching and duct installation for underground fibre
- Install overhead fibre where required
- Construct and install:
 - Manholes and handholes

- Cable markers and protective infrastructure
- Ensure all civil works comply with ICTA standards and specifications

e. Fibre Installation and Integration

- Lay fibre optic cables along approved routes
- Perform:
 - Fibre splicing and terminations
 - Installation of passive components and accessories
- Integrate new fibre links with existing national broadband infrastructure to ensure:
 - Scalability
 - Redundancy
 - Optimized performance

f. Quality Assurance and Standards Compliance

- Adhere to international installation standards (ducting, cabling, splicing, testing)
- Implement continuous quality control checks during all phases
- Ensure interoperability with existing infrastructure
- Maintain full compliance with ICTA technical standards

g. Testing, Inspection, and Acceptance

- Conduct comprehensive testing including:
 - Fibre continuity and performance tests
 - Verification of splicing quality
 - Inspection of civil works and installations
- Submit completed sections for milestone-based inspection
- Address any defects or non-compliance issues within agreed timelines
- Obtain formal Acceptance Certificate upon successful validation

h. Commissioning and Handover

- Perform end-to-end network validation
- Prepare and submit:
 - As-built documentation
 - Network performance reports
- Integrate infrastructure into the national fibre asset inventory (OFDS database and map)
- Achieve formal commissioning

i. Project Scheduling and Timeline Management

- Must begin activities within two (2) months of contract signature
- Execute all activities within a maximum of nine months for the national backbone deployment and six months for cross-border links of contract signature

- Track progress using milestone-based planning
- Escalate delays promptly and implement mitigation measures
- Ensure strict adherence to contractual timelines

j. Financial and Investment Implementation Approach

- Implement a matching investment model:
 - Combine public subsidy with private investment
- Manage project costs across:
 - CAPEX (infrastructure deployment)
 - OPEX (operations and maintenance)
- Ensure transparent financial reporting aligned with ICTA requirements

k. Monitoring, Reporting, and Documentation

- Provide:
 - Regular progress reports
 - Financial utilization reports
 - Compliance reports (environmental and safeguards)
- Adhere to the Open Fibre Data Standard (OFDS) and ensure that information on all fiber deployed is uploaded to the national OFDS database and digital map.
- Participate in audits and joint review meetings

l. Risk Management and Compliance

- Identify and manage risks related to:
 - Delays (permits, terrain, logistics)
 - Environmental and social impacts
 - Technical failures
 - Any other(s) risks
- Implement corrective measures through the JIT
- Comply with SLA requirements and performance thresholds

m. Operations and Maintenance Strategy

- Operate under a defined Service Level Agreement (SLA) covering:
 - Network uptime and latency
 - Fault restoration times
 - Preventive and corrective maintenance
- Ensure maintenance standards for all cores including allocation given to ICTA.

Support open access requirements

n. Performance Assurance and Claw-back Compliance

- Monitor performance against agreed milestones and SLA targets

- Address non-compliance within defined defect periods
- Ensure proper utilization of public funds
- Comply with claw-back provisions where applicable

o. Project Closure

- Submit:
 - Final project reports
 - Environmental and safeguard compliance reports
 - Lessons learned documentation
- Participate in joint close-out review
- Confirm transition to long-term operations and maintenance

Work Plan

Key Personnel and Subcontractors

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

Position	Name	Years of experience (general)

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

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

Key Equipment Strategy

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

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

Code of Conduct for Service Provider's Personnel Form

[Code of Conduct may be included, depending on risk and nature of the services (e.g. services that involve significant on-site activities) under the Framework Agreement.]

Note to the Employer:

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

Delete this Box prior to issuance of the bidding documents.

Note to the Bidder:

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

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

CODE OF CONDUCT FOR SERVICE PROVIDER'S PERSONNEL

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

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

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

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

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

REQUIRED CONDUCT

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

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

12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of applicable grievance mechanism for Service Provider's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

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

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

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR SERVICE PROVIDER'S PERSONNEL:

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

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

Signature:

Date: (day month year): _____

Countersignature of authorized representative of the Service Provider:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting SEA and behaviors constituting SH

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

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

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

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

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

(2) Examples of sexual harassment in a work context

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

Environmental and Social Performance Declaration

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

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

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

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

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

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

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

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subcontractor's Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration in accordance with Section III, Qualification Criteria, and Requirements
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, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.
<i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i>

Letter of Bid- Financial Part

Primary Procurement - Framework Agreement Goods

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

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

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

Framework Agreement - Goods

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

Request for Bid No.: *[insert identification]*

To: *[insert complete name of Procuring Agency]*

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part

- (a) **Bid Validity Period:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Bid Price:** The bid unit price/s per service item number/numbers excluding any discounts offered in item (c) below is as provided in the attached **Priced Activity Schedules**.
- (c) **Unconditional Discounts:** The unconditional discounts offered are: *[Specify in detail each unconditional discount offered.]*

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

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

Name of Recipient	Address	Reason	Amount

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

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

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

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

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Schedule Forms

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

As the ITB indicates, each line item will be evaluated on its own and determination for conclusion of Framework Agreement made on the basis of the most advantageous bid for a line item. To avoid fragmentation of services, it is therefore important that the line item should to the extent practically possible be a complete set of services, whose outputs and performance could be described as applicable.

If there is a need to specify sub-items, the corresponding sub-item information should be inserted. This is then eventually aggregated to determine the line item prices (bid price) that is evaluated.

Two set of Priced Activity Schedule templates are provided based on: (i) range of Call-off quantities and (ii) estimated quantities over the FA period respectively. The Procuring Agency shall use either one of the sets depending on the type of FA and delete the other.

If specifying quantities is not applicable to the type of service/s, lump sum may be specified instead of specifying quantities/range of quantities.

In addition, bidders must fill the Auction Consent Form as part of the Financial Bid Submission in Annex 4.

Priced Activity Schedule- [Option 1: Quantities based on call-off indicative quantities of service items]

Not Applicable

1	2	4	5		6
Service item N°	Description of Services	Indicative Service Completion Period	Indicative Quantity and physical unit per individual Call-off *		Unit price
			Minimum	Maximum	
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert Indicative Service Completion Period]</i>	<i>[insert quantities of service item]</i>	<i>[insert quantities of service item]</i>	<i>[insert price per unit]</i>

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

Signature of Bidder *[signature of person authorized to sign the Bid]*

Date *[insert date]*

Note to the Procuring Agency:

- Information for columns 1, 2, 4 (indicative), and 5 (indicative) to be inserted by the Procuring Agency.
- line item should to the extent practically possible be a complete set of services. If there is a need to specify sub-items, the corresponding sub-item information should be inserted.
- If specifying quantities is not applicable to the type of service/s, “lump sum” may be specified instead of specifying quantities/range of quantities

Priced Activity Schedule-[Option 2: Quantities based on estimated quantity of service items over FA Period]

1	2	4	5	6	7
Service Line Item N°	Description of Services	Indicative Service Completion Period	Estimated Quantity over FA period and physical unit	Unit price	Total Price per Service (Col. 5*6)
<i>[insert line item number of the Service]</i>	<i>insert name of Services]</i>	<i>[insert Delivery Period]</i>	<i>[insert quantities of service item]</i>	<i>[insert price per unit]</i>	<i>insert total price per unit]</i>
<i>1</i>	<i>Cost of infrastructure (national backbone)</i>	<i>9months</i>	<i>1km</i>		
<i>1</i>	<i>Cost of infrastructure (cross-border links)</i>	<i>6 months</i>	<i>1km</i>		
				<i>Total Bid Price</i>	

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

Signature of Bidder *[signature of person authorized to sign the Bid]*

Date *[insert date]*

Note to the Procuring Agency:

- Information for columns 1, 2, 4 (indicative), and 5 (indicative) to be inserted by the Procuring Agency.
- line item should to the extent practically possible be a complete set of services. If there is a need to specify sub-items, the corresponding sub-item information should be inserted.
- If specifying quantities is not applicable to the type of service/s, lump sum may be specified instead of specifying quantities/range of quantities.

Beneficial Ownership Disclosure Form

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

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder(s). In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

RFB No.: [insert number of RFB process]

Request for Bid No.: [insert identification]

To: [insert complete name of procuring Agency]

In response to your request in the Letter of Acceptance dated [insert date of letter of Acceptance] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

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

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder”

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

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

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

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*_____

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*_____

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Section V - Eligible Countries

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

In reference to ITB 4.8 and ITB 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this procurement process:

1. Under ITB 4.8(a) and ITB 5.1: None
2. Under ITB 4.8(b) and ITB 5.1: None

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

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

- 2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their

- employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a 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 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.

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

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

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

PART 2 – Procuring Agency’s Requirements

**Section VII – Procuring Agency’s
Requirements**

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Activity Schedule

Objectives

The objectives of the Activity Schedule are

- (a) to provide sufficient information on the quantities of Services to be performed to enable Bids to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.

In order to attain these objectives, Services should be itemized in the Activity Schedule in sufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule should be as simple and brief as possible.

As the ITB (BDS) indicates, each line item will be evaluated on its own and determination for conclusion of Framework Agreement made on the basis of the most advantageous bid for a line item. It is therefore important that the line item should to the extent practically possible be a complete set, and not components of a set (unless the procurement itself is for procurement of components), whose technical requirements could be described.

If there is a need to specify sub-items, the corresponding sub-item information should be inserted.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Activity Schedule, is high. To facilitate checking by the Employer of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- (a) A list of the various classes of Services, labor, materials, and plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Service Provider will be paid for services delivered on a daywork basis.
- (b) Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Service Provider's profit, overheads, supervision, and other charges.

Provisional Sums

The estimated cost of specialized services to be carried out, or of special goods to be supplied, by other Service Providers should be indicated in the relevant part of the Activity Schedule as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized Service Providers.

To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Service Provider for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Activity Schedule inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

These Notes for Preparing an Activity Schedule are intended only as information for the Employer or the person drafting the bidding document. They should not be included in the final documents.

Performance Specifications and Drawings

Technical Specifications for Extending National Backbone and Cross border link

i. LOT 1: Technical Requirements for Shortlisting of firms for National Backbone & Middle Mile Fibre Links

A). Technical Requirements

1. Introduction

Kenya Digital Economy Acceleration Project (KDEAP) is a major initiative by the Government of Kenya (GoK), with funding from the World Bank, aimed at transforming the country into a regional digital leader. The project is designed to harness digital technologies to drive economic growth, improve public service delivery, and promote digital inclusion.

The Key Objectives of KDEAP are the following:

- Deepen the coverage of national broadband backbone networks by extending it to the ward level.
- Expand access to high-speed internet for individuals, businesses, and government institutions.
- Improve the quality and delivery of education and selected government services
- Equip young Kenyans with digital skills to enhance their competitiveness in local and regional markets.
- Strengthen the digital economy ecosystem, including infrastructure, platforms, and policies.

The World Bank has approved US\$390 million in financing for the first phase of KDEAP. This funding is provided through two credit lines (IDA-72890 and IDA-72900) and is part of a broader effort to support Kenya's digital transformation.

The funding will be implemented via the Information and Communications Technology Authority (ICTA) within the Ministry of Information, Communications and the Digital Economy (MICDE). The project was approved by the World Bank Board in March 2023 and became effective in February 2024. The closing date for the first phase is October 31, 2028. KDEAP is structured as a multiphase programmatic approach (MPA) and the PAD envisages a second phase with funding of US\$180 million that would run until 2030.

The first phase of KDEAP has four key components, out of which the first component, Digital Infrastructure and Access, is of primary interest for this task.

Component	Subcomponent
1. Digital Infrastructure and Access USD 220 Mn + USD 100 Mn estimated PCM (Private Capital Mobilization) <i>Expanding broadband coverage and access and enhancing the enabling environment for the digital economy</i>	1.1: Extending the Reach of the Backbone Network (middle mile)
	1.2: Increasing Last Mile Connectivity for Education
	1.3: Enhancing Government Connectivity
	1.4: Strengthening the Digital Enabling Environment
	1.5: Enhancing Regional Digital Infrastructure

Table 1 - Component 1: Subcomponents 1.1-1.5 and the corresponding budgets

Sub-component 1.1 and 1.5 are relevant for this framework agreement

Subcomponent 1.1 – National Backbone Expansion (middle mile)

This subcomponent aims to deepen the coverage of national broadband backbone networks by extending coverage to the ward level and by providing redundancy on key routes. It focuses on scaling and modernizing Kenya’s digital superhighway and bridging the digital divide. It entails the development of a commercial and operational blueprint, piloting procurement models to identify optimal funding structures, and deploying targeted investments to expand the national broadband backbone. The aim is to increase the length of fibre networks towards a national target of 100,000 km, as set out in the Digital Master Plan 2022–2032, thereby ensuring coverage of rural and underserved areas, and reducing the costs of last-mile connectivity. The key focus is to expand the reach of fixed broadband connectivity to the ward level and establish a resilient networks with efficient redundancy.

Subcomponent 1.5 – Regional Digital Infrastructure Integration

This subcomponent will extend the efforts to enhance Kenya’s backbone network (subcomponent 1.1) by strengthening its broadband connections with neighboring countries and increasing the number of fibre border crossings and regional broadband resilience.

2. Objectives

The primary objective of this procurement process is to establish a transparent and competitive framework through which the Government of Kenya (GoK), working with private sector operators, can accelerate the deployment of national and cross-border fibre infrastructure in a manner that is fiscally responsible, technically robust, and socially inclusive. The model seeks to balance public and private investment by ensuring that every shilling of public contribution is matched by tangible private capital, operational commitment, and measurable public benefit. The detailed objectives are

- a) **Expand the national backbone fibre network** so that every county headquarters, Sub-county headquarters, major towns, and priority corridors are eventually connected with high-capacity, redundant fibre infrastructure for national connectivity needs.
- b) **Mobilize private sector participation and investment** through a clear, market-driven subsidy model of matching Investment framework and a Multi-Round Reverse Auction (MRRA) through price discovery, transparency and competitive methods.

-
- c) **Safeguard public interest by securing long-term rights and access** to fibre infrastructure, through the allocation of fibre cores based on public contribution through the subsidy secured.
 - d) **Embed quality, sustainability and accountability** into infrastructure delivery through project implementations, Service Level Agreements (SLA), claw-back mechanisms.
 - e) **Sustainable operational and maintenance model.** The successful bidder with maintain the resultant passive infrastructure within an agreed SLA.
 - f) **Promoting digital inclusion and socio-economic growth:** Ensure equitable access to affordable, high-speed internet for underserved and rural areas, bridging the digital divide and fostering socio-economic growth across the country.

3. Scope of Works

National Backbone Links

The scope of works for the national fibre optic links will primarily focus on the rollout and expansion of terrestrial backbone networks within the country, especially in rural and underserved areas and in areas where the existing backbone has been damaged. This will involve design validations (proposed design will be provided), implementation, testing, acceptance and commissioning of fibre routes interconnecting various identified points across the country to expand reach of fixed broadband access.. The actual installation works will include underground and overhead installation of optic fibre cables, terminations, splicing and installation associated passive infrastructure accessories as per specifications. The implementation will also cover integration with existing national broadband infrastructure to ensure seamless scalability, redundancy, and optimized network performance.

4. Route/Link Description

a) Details of a Route/Link

Each route is defined by an A-end and B-end location, with precise geographic coordinates, and will typically cover several hundred kilometers depending on the designated corridor.

Unless otherwise stated, the infrastructure will comprise a minimum of 96-core fibre optic cables, with the Government of Kenya (ICTA) retaining cores equivalent to the ratio of government contribution through subsidy requested and in consideration of the 12.5% compensation on operations and maintenance by the winning bidder. A sample list of routes is included as Annex 1 in this document. The ICT Authority will publish these and additional routes that will be auctioned to the shortlisted firms as batches in the Electronic Auction Platform (EAP).

b) Matching Investments of a Route/Link.

For each designated route or link, the financing structure will be implemented through a matching investment model, whereby public funds provided under the Kenya Digital Economy Acceleration Project (KDEAP) are used to complement private sector capital contributions. The Government subsidy is designed to bridge the viability gap in areas where commercial deployment is uneconomical, with bidders competing in the Multi-Round Reverse Auction (MRRA) to determine the lowest level of subsidy required. Typically, this subsidy will account for between 1–50% of the total capital expenditure (CAPEX), depending on the economic attractiveness of the route, terrain complexity, and population density along the corridor.

The winning firm is responsible for co-financing the remaining portion of the investment, as well as covering ongoing operational expenditure (OPEX), maintenance, and service delivery obligations. Operators will ensure risk-sharing, sustainability, while the Government secures reserved dark fibre cores for use and as a guarantee for Open Access violations.

c) Design of the Route/Link

The ICT Authority shall provide proposed design of the route, including start and end points, for guidance purposes, the winning firm will validate the design and will have the option of optimizing the design to fit commercial viability on areas of interest without additional cost arrangements.

The design of each fibre optic route or link will be based on internationally accepted engineering standards and tailored to Kenya's geographic, environmental, and socio-economic context. Unless otherwise specified, the core design will be a minimum 96-core fibre optic cable, ensuring long-term scalability and capacity. The route design may incorporate passive elements that will include trenching works, ducts, manholes, hand holes, Closures, Markers, ODFs, cabinets, etc., engineered to withstand diverse terrains and climate risks. Fibre alignment will prioritize existing road reserves, pipelines, electricity transmission networks, utility corridors, railway lines etc to minimize way leave challenges. The design shall ensure environmental and social safeguards, ensuring minimal disruption to ecosystems and communities during deployment. The designs will be provided in both hard and soft formats. Where passive infrastructure belonging to another organization (such as an electricity transmission network or a right of way along a road), that other organization may be listed as a sub-contractor in the bidding team

if required. Owners of passive infrastructure should not be considered as a joint venture partner, as this would preclude them from participating in other bids.

d) Installations Standards

All fibre optic route and link deployments shall adhere to internationally recognized installation standards, covering ducting, trenching, cabling, splicing, and testing procedures to guarantee quality, safety, and long-term resilience. These works will be guided by the ICT Authority's prescribed technical standards and specifications, which set benchmarks for civil works, fibre integrity, and interoperability with existing national infrastructure. Firms are required to comply fully with these standards to ensure consistency across the infrastructure as per ICTA standards available on ICTA Website: [ICTA Standards and Specifications](#).

5. Route Implementation

a) Project Management Team

The implementation of each route will be managed through a Joint Implementation Team (JIT) bringing together ICTA through the KDEAP PIU and the winning Firm representatives. The joint project delivery team will ensure that both the public and private partners remain accountable for delivery, with clearly defined roles and shared milestones. ICTA will, through a consultant (Viscar / RIS) supervise implementation, coordinate performance monitoring, financial reporting, and safeguard compliance, while the Winning Bidder will focus on construction, installation, and maintenance. Regular joint review meetings, progress reports, and field inspections will be undertaken to ensure adherence to ICTA's technical standards and World Bank safeguards.

b) Implementation Schedules

All route implementation activities shall be executed within a strict maximum period of nine (9) months from the date of contract signing. This schedule will cover end-to-end tasks, including detailed route design validation, way leave acquisition, civil works, fibre laying, splicing, installation of passive infrastructure, and final testing and acceptance. The Joint Implementation Team will develop a milestone-based work plan with clearly defined weekly and monthly deliverables to ensure progress remains on track. Any delays must be promptly escalated to ICTA with mitigation measures, as adherence to the nine-months timeframe is a contractual obligation designed to guarantee timely delivery of the national connectivity objectives.

c) Inspection & Acceptance

All completed works under each route will be subject to a rigorous inspection and acceptance process coordinated by ICTA through the Joint Implementation Team. Upon completion, the Winning Firm will submit the route for inspection based on agreed milestones, which will include verification of trench depths, fibre length, splicing quality, ducting, and installation of associated passive infrastructure against the approved designs. Final acceptance will only be conducted once the route meets all contractual requirements, technical standards, and environmental and social safeguards. A formal acceptance certificate will then be issued by ICTA, signifying that the infrastructure is ready for operational handover. In cases where defects or non-compliance are identified, the Winning Firm will be required to rectify them within an agreed timeframe before re-inspection.

d) Project Closure & Commissioning

Upon successful completion of all works, testing, and inspection, each route will undergo a formal commissioning process led by KDEAP PIU in collaboration with the Winning Bidder. Commissioning will involve end-to-end validation of network performance, documentation of as-built drawings, and confirmation of dark fibre allocation for ICTA and integration into the national inventory of fibre assets. Once these conditions are satisfied, ICTA will issue a commissioning certificate, formally handing the infrastructure over for operational use under the agreed open access framework.

Project closure will also involve submission of environmental and safeguard compliance reports by the Winning Firm, alongside a final audit and lessons-learned report to ICTA and the World Bank. A joint close-out meeting will be held to confirm that contractual obligations have been fulfilled, risks mitigated, and long-term maintenance responsibilities clearly assigned.

e) Proposed payment milestones

The Government's maximum investment in each route will be disbursed strictly on a milestone basis tied to verified deliverable. Payments shall be structured as follows: 20% at signing, 60% upon Partial Acceptance and 20% upon Final Acceptance Testing .

f) Matching Investment Reporting

The Winning Bidder shall be required to report back to ICTA on the utilization of the matching investment received from the Government of Kenya. This reporting will outline how the disbursed funds were applied across project activities, aligned with agreed milestones and eligible expenditure categories. The ICT Authority shall

provide a template listing all eligible expenses. All new fibre installed should be entered also in the national Open Fibre Data Standard (OFDS) map and database maintained by the Communications Authority (CA).

6. Route Operationalization

a. Service Level Agreement

Each route implemented under the project shall be governed by a binding Service Level Agreement (SLA) between ICTA and the Winning Bidder. The SLA will define minimum technical and operational performance standards, including network uptime, latency, fault restoration times, and quality of service benchmarks. It will also set out the obligations of the Winning Bidder for preventive and corrective maintenance, with penalties applied for non-compliance and incentives for exceeding agreed targets. A sample SLA is provided as an annex to this document.

The SLA will form an integral part of the contract and will remain in force throughout the operations and maintenance period. Performance under the SLA will be monitored through regular reporting, third-party audits, and automated network monitoring systems to ensure accountability. Reserved fibres allocated to ICTA must also be maintained to the same standards as the winning bidder's fibres, ensuring reliable access for government, education, and research services. In cases of persistent underperformance or breach, ICTA will invoke corrective measures, including financial claw-back provisions and, where necessary, reallocation of assets to safeguard continuity of public service delivery. *Find attached SLA Template in ANNEX 3 for Compliance.*

b. Claw back Mechanism

In order to safeguard the effective use of public funds, all Government contributions under the matching investment framework will be subject to a claw-back mechanism. If the Winning Firm fails to meet agreed milestones during implementation or operations, does not achieve the minimum performance thresholds defined in the SLA, or is found to have used funds in eligible expenditure, ICTA reserves the right to reclaim disbursed amounts either in part or in full. This includes direct financial recovery, deductions from subsequent payments, or the reallocation of infrastructure assets financed under the project.

The claw-back mechanism will be enforced after a defined defect period, during which the Winning Firm will be given an opportunity to rectify the breach. Persistent non-compliance, however, will trigger mandatory enforcement measures. It is expected that the work must start within two months and must be completed within nine months of

the effective signing date of the contract. If work is not completed within two years of contract signature, or by the time of KDEAP project closing (October 31, 2028) then the GoK shall invoke the relevant contractual remedies as provided for under the Implementation Contract and applicable procurement regulations. In addition, the GoK reserves the right to reclaim disbursed funds or reallocate infrastructure assets in the event that a winning bidder fails to comply with the agreed Service Level Agreements (SLAs) requirements.

B). FIRM'S CAPABILITY

1) Organizational Capability

a) Legal Standing & Licensing

All firms participating in the implementation of routes must demonstrate valid legal standing and compliance with Kenya's regulatory framework.

- i. Provide proof Company registration in Kenya or Country of Origin
- ii. Holding a minimum of Tier 3 Network Facilities Provider (NFP) License issued by the Communications Authority of Kenya (CA) or an equivalent international authorization as a telecommunication operator with a commitment to obtain local licensing prior to contract execution.
- iii. Statutory compliance documents such as latest valid Tax Compliance Certificates.
- iv. Confirmation of no outstanding debt obligations to the Government of Kenya. For State-Owned Enterprises (SOEs), additional evidence of financial and operational autonomy, as well as independence from ICTA or other contracting agencies, will be required.

b) Firms Experience in Optic Fibre Build & Operations

- i. Firms must demonstrate proven experience in the successful delivery and long-term operation of the same infrastructure for large-scale fibre optic projects of at least 300kms. This includes evidence of having designed, constructed, commissioned and operated backbone networks.
- ii. Proven track record in managing operations and maintenance (O&M) of fibre optic networks, with clear examples of meeting stringent Service Level Agreements (SLAs) on uptime, restoration times, and redundancy.

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- iii. Evidence of being a wholesaler of dark fibre or capacity for the last 2 years or operates fibre business by leasing for a similar period with an annual turnover equivalent to at least KES 200 million.
 - iv. Evidence of operating 24/7 Service/Network operating centre for over 3 years.

c) Professional Team Composition

Participating firms must demonstrate access to, or direct employment of, highly qualified and experienced personnel essential for the design, deployment, and operation of national and cross-border fibre networks. At a minimum

i. Project Managers:

- Proof of at least 3 project managers with demonstrated 5 years experience in managing large-scale ICT infrastructure projects.
- Each Manager possess at least 3 years of project management experience in similar works.
- Each Manager demonstrates having managed similar infrastructure roll out or operations for aggregated 300 kms of fibre.
- Possess a degree in Telecommunications Engineering/ICT/Project Management or equivalent from an accredited institution
- Possess certification in project management such as Prince II, PMP, etc.

ii. Network planners & designers

- Proof of at least of at least 2 network planners and designers with at least six years of work experience skilled in backbone and metro fibre design.
- Each planner possesses at least 3 years' experience in planning and designing similar works.
- Each planner demonstrates having designed similar infrastructure roll out or operational fixes for aggregated 300 kms of fibre.
- Possess a bachelor's degree in Telecommunications Engineering/ICT/Computer Science, Electrical and Electronics or equivalent from an accredited institution

iii. Civil Works Engineers

- Proof of at least 2 engineers with at least five years of work experience
- Each Engineer possesses at least 3 years' experience in implementation of similar works.
- Each engineer demonstrates having implemented similar infrastructure roll out or operational fixes for aggregated 300 kms of fibre.
- Possess a bachelor's degree in Civil and Structural Engineering/Quantity Survey or equivalent from an accredited institution and registered by a professional body.

iv. **Optical Installation Technicians**

- Proof of at least 5 experienced technicians having at least seven years of experience in fibre installations, splicing, OTDR (Optical Time-Domain Reflectometer) testing, and commissioning.
- Each Technician possesses at least 3 years' experience in implementation of similar works.
- Each Technician demonstrates having implemented similar infrastructure roll out or operational fixes for aggregated 300 kms of fibre.
- Possess at least a diploma in Telecommunications Engineering/ICT/Computer Science, Electrical and Electronics or equivalent from an accredited institution

v. **NoC Operators**

- Have at least seven years experience with proof of at least 5 years' experience for NOC Operators in managing and maintaining similar infrastructure.
- Each NOC Operator demonstrates having managed similar infrastructure operational support and monitoring for aggregated 300 kms of fibre.
- Possess at least a diploma in Telecommunications Engineering/ICT/Computer Science, Electrical and Electronics or equivalent from an accredited institution

vi. **Environmental gender and Social Safeguards Specialists**

- Proof of at least one (1) experienced environmental expert, one (1) Social Safeguards experts and one (1) gender expert with at least 7 years of experience
- Each expert demonstrates at least 5 years expertise in domain area within project of similar nature.
- Each expert demonstrates having participated in mitigation of threats, risks and vulnerabilities within their domain area for a similar infrastructure.
- Possess a degree in Social Sciences/Environmental or related certifications

The Firms are required to provide detailed CVs of key experts, professional certifications, and evidence of prior assignments to demonstrate their ability to execute and sustain the proposed infrastructure.

d) Machinery, Tools, Management Systems & procedures

Participating firms must demonstrate access either by ownership or lease agreement to modern and well-maintained machinery required for large-scale fibre optic deployment.

- Specialized trenching machines, cable blowers, winches, and splicing equipment
- Advanced testing tools such as OTDRs, power meters, and fault locators
- installation accessories such as duct rods, protective conduits, splice closures,
- Environment and Safety gear such as helmet, overall, safety boots, splicing goggles, etc.

-
- All terrain 4X4 wheel drive motor vehicles for logistics and movements.

2) Financial Capability

a) Audited Financial Statements

Firms must submit audited financial statements for the last three consecutive years, certified by a licensed auditor. These statements should clearly demonstrate financial soundness, with positive net worth, sustainable cash flows, and the ability to absorb project-related risks.

b) Turnover and Liquidity Requirements

Firms are required to demonstrate a minimum annual turnover of KES 200 million. Firm must provide evidence of sufficient liquidity to support the execution of works without disruption, through financial current ratio.

c) Access to Financial liquidity

Firms must provide proof of access to external financing. The firm should provide bank letters of credit or guarantees, or other financial instruments issued by reputable institutions of at least KES 250M for Lot 1 and KES 200M for Lot 2.

d) Past Contract Performance

Firms must demonstrate experience in financing and executing at least 2 projects of a similar nature in the last 2 years, with at least 300 kms of fibre distance. Firms shall provide references of completed contracts, contract values, and evidence of timely and successful projects from previous clients or contracting entities.

e) Bankruptcy and Insolvency

Firms must not be under receivership, liquidation, bankruptcy, or any form of insolvency proceedings at the time of submission. Firm will be required to provide sworn declaration confirming their financial standing, alongside supporting documentation where applicable.

f) Debarment and Ineligibility

Firms that are debarred, suspended, or declared ineligible by the Government of Kenya, the Public Procurement Regulatory Authority (PPRA), the World Bank, or any other recognized international financing institution shall not qualify to participate. Firms will be required to submit a sworn declaration confirming that neither the firm nor its directors are listed on any debarment or sanctions register, and granting ICTA the right to independently verify this information.

g) Fraud and Corruption

Any firm, or its directors and key personnel that have been found guilty of engaging in fraudulent, corrupt, collusive, coercive, or obstructive practices in prior contracts shall be disqualified from participating in this project. Firms are required to make full disclosure of any past or ongoing investigations related to such practices at the time of submission.

h) Conflict of Interest

Firms must not have a conflict of interest that could compromise the fairness or integrity of the procurement process. In accordance with the Conflict of Interest Act, 2025, firms owned by, managed by, or directly linked to public officers involved in the project will not be eligible to participate. Firms with undisclosed relationships with Government staff or consultants shall be ineligible.

i) Past Contract Defaults & Disputes

Firms with a record of poor contractual performance shall not be eligible to participate. Firms whose contracts have been terminated for non-performance, failure to meet Service Level Agreements (SLAs), or persistent delays will be ineligible. Firms shall submit sworn declaration on non-existence of contract defaults or disputes and granting ICTA the right to verify this information with previous clients or contracting entities.

j) Legal and Ethical Compliance

Firms must demonstrate compliance with all applicable legal and regulatory obligations, including labor laws, human rights laws, and environmental protection requirements. Firms shall submit a sworn declaration of compliance with all applicable laws.

LOT 2: Technical Requirements for Shortlisting firms for Cross-Border Fibre Links

A). Technical Requirements

1. Introduction

The Government of Kenya is implementing an ambitious national initiative to bridge the country's digital infrastructure gap by accelerating the deployment of a high-capacity national fibre backbone and expanding cross-border connectivity. This effort forms a key pillar of Kenya's Digital Transformation Agenda, which aims to achieve over 100,000 kilometers of fibre coverage within five years. The goal in this Lot is to increase the number of cross-border fiber links to connect with neighboring countries.

Central to this vision is Kenya’s strategic positioning as a regional and international connectivity hub—linking East and Central Africa to the global digital economy. To realize this, the country is prioritizing robust, diverse, and resilient cross-border fibre routes that will enhance regional data exchange, provide redundancy for international traffic, and strengthen the competitiveness of the national and regional economies.

To achieve these goals, the Government has adopted an innovative public–private delivery model that mobilizes private capital and operational efficiency while safeguarding public interest. In collaboration with the World Bank, through the Kenya Digital Economy Acceleration Project (KDEAP), the model introduces a market-based “matched investment” framework combined with a Multi-Round Reverse Auction (MRRA) mechanism as the principal approach for delivering both backbone and cross-border fibre infrastructure.

Through this model, the Government allocates part of the financing—sourced from concessional loans—to catalyze private sector investment in new national and international fibre routes. Qualified private and public sector entities then participate in an electronic auction, competing to offer the lowest level of public support needed to make their projects commercially viable. The winning bidders are selected based on technical merit, compliance, and cost efficiency, ensuring transparent and results-driven implementation.

The expected outcomes include the deployment of new cross-border fibre networks that integrate Kenya more deeply into global communication systems, facilitating seamless data flow between nations and enhancing digital trade. The ICT Authority serves as the designated implementing agency, responsible for managing the auction process, overseeing project execution, and ensuring sustainable operationalization of the shared infrastructure to strengthen Kenya’s role as a leading regional connectivity gateway.

2. Objectives

The primary objective of this procurement process is to establish a transparent and competitive framework through which the Government of Kenya (GoK), working with private sector operators, can accelerate the deployment of cross-border fibre infrastructure in a manner that is fiscally responsible, technically robust, and socially inclusive. The model seeks to balance public and private investment by ensuring that every shilling of public contribution is matched by tangible private capital, operational commitment, and measurable public benefit. The detailed objectives are:

- a. **Secure diverse and resilient cross-border links** to Kenya’s neighbors, strengthening the country’s position as a regional connectivity hub to neighboring countries in order

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- to guarantee traffic redundancy, support international trade in digital services, and underpin regional integration initiatives.
- b. **Mobilize private sector participation and investment** through a clear, market-driven subsidy model of matching Investment framework and a Multi-Round Reverse Auction (MRRA) through discovery, transparency and competitive methods.
 - c. **Safeguard public interest by securing long-term rights and access** to fibre infrastructure, through the allocation of fibre cores based on public contribution through the subsidy secured.
 - d. **Embed quality, sustainability and accountability** into infrastructure delivery through project implementations, Service Level Agreements (SLA), claw-back mechanisms.
 - e. **Promoting Digital Inclusion and Socio-Economic Growth:** Ensure equitable access to affordable, high-speed internet for underserved and rural areas, bridging the digital divide and fostering socio-economic growth across all regions. By connecting schools, hospitals, government institutions, and local communities, the program shall contribute to education, healthcare, e-governance, and entrepreneurship.

3. Scope of Works

Cross Border Links

The scope of works for cross-border links will focus on rollout and expansion of international terrestrial fibre optic routes to neighboring countries. This will entail design validations, implementation, testing, acceptance and commissioning of fibre routes interconnecting various points to border crossing points, interconnecting with counterpart operators across borders. The actual installation works will include underground and/or overhead installation of optic fibre cables, terminations, splicing's and installation associated passive infrastructure accessories as per specifications. The implementation will also cover integration with existing national broadband infrastructure to ensure seamless scalability, redundancy, and optimized network performance.

4. Route/Link Description

a) Details of a Route/Link

Each cross-border route connects a Kenyan backbone node (A-end) to a designated border interconnection point (B-end), where it interfaces with fibre from neighboring countries.. A fibre loop will be established between the Kenyan and foreign endpoints to guarantee access, continuity and interoperability to each country operators.

The infrastructure will comprise a minimum of 96-core fibre optic cables, with the Government of Kenya (ICTA) retaining dark fibre of up to 42 cores., where the full MAS is requested by the bidder The ICT Authority will publish the routes that will be auctioned to the pre-qualified firms as batches in the auction platform. A sample list of routes is included as Annex 2 in this document

b) Matching Investments of a Route/Link.

For each designated route or link, the financing structure will be implemented through a matching investment model, whereby public funds provided under the Kenya Digital Economy Acceleration Project (KDEAP) are used to complement private sector capital contributions. The Government subsidy is designed to bridge the viability gap in areas where commercial deployment is uneconomical, with bidders competing in the Multi-Round Reverse Auction (MRRA) to determine the lowest level of subsidy required. Typically, this subsidy will account for between 1–50% of the total capital expenditure (CAPEX), depending on the economic attractiveness of the route, terrain complexity, and population density along the corridor.

The winning firm is responsible for co-financing the remaining portion of the investment, as well as covering ongoing operational expenditure (OPEX), maintenance, and service delivery obligations. Operators will ensure risk-sharing, sustainability and commercialization of the route, while the Government secures reserved dark fibre cores for use and as a guarantee for Open Access violations.

c) Design of the Route/Link

The ICT Authority shall provide the start and end point for the link. The winning firm will design the link to fit commercial viability on areas of interest without additional costs

The design of each fibre optic route or link will be based on internationally accepted engineering standards and tailored to Kenya’s geographic, environmental, and socio-economic context. The core design will be a minimum 96-core fibre optic cable, ensuring long-term scalability and capacity. The route design will incorporate passive elements that will include trenching works, ducts, manholes, hand holes, Closures, Markers, ODFs, cabinets, etc, engineered to withstand diverse terrains and climate risks. Fibre alignment will prioritize existing road reserves, utility corridors, and railway lines to minimize way leave challenges. The design shall ensure environmental and social safeguards, ensuring minimal disruption to ecosystems and communities during deployment. The designs will be provided in both hard and soft formats.

d) *Installations Standards*

All fibre optic route and link deployments shall adhere to internationally recognized installation standards, covering ducting, trenching, cabling, splicing, and testing procedures to guarantee quality, safety, and long-term resilience. These works will be guided by the ICTA Authority's prescribed technical standards and specifications, which set benchmarks for civil works, fibre integrity, and interoperability with existing national infrastructure. Firms are required to comply fully with these standards to ensure consistency across the infrastructure as per ICTA standards available on ICTA Website: [ICTA Standards and Specifications](#).

5. Route Implementation

a) *Project Management Team*

The implementation of each route will be managed through a Joint Implementation Team (JIT) bringing together ICTA through the KDEAP PIU and the winning bidders. The joint project delivery team will ensure that both the public and private partners remain accountable for delivery, with clearly defined roles and shared milestones. ICTA will coordinate performance monitoring, financial reporting, and safeguard compliance, while the Winning Bidder will focus on construction, installation, and maintenance. Regular joint review meetings, progress reports, and field inspections will be undertaken to ensure adherence to ICTA's technical standards and World Bank safeguards.

b) *Implementation Schedules*

All route implementation activities shall be executed within a strict maximum period of six (6) months from the date of contract signing. This schedule will cover end-to-end tasks, including detailed route survey, way leave acquisition, civil works, fibre laying, splicing, installation of passive infrastructure, and final testing and acceptance. The Joint Implementation Team will develop a milestone-based work plan with clearly defined weekly and monthly deliverables to ensure progress remains on track. Any delays must be promptly escalated to ICTA with mitigation measures, as adherence to the four-month timeframe is a contractual obligation designed to guarantee timely delivery of the national and cross-border connectivity objectives.

c) *Inspection & Acceptance*

All completed works under each route will be subject to a rigorous inspection and acceptance process coordinated by ICTA through the Joint Implementation Team. Upon completion, the Winning Firm will submit the route for inspection based on

agreed milestones, which will include verification of trench depths, fibre length, splicing quality, ducting, and installation of associated passive infrastructure against the approved designs. Final acceptance will only be conducted once the route meets all contractual requirements, technical standards, and environmental and social safeguards. A formal acceptance certificate will then be issued by ICTA, signifying that the infrastructure is ready for operational handover. In cases where defects or non-compliance are identified, the Winning Firm will be required to rectify them within an agreed timeframe before re-inspection.

d) Project Closure & Commissioning

Upon successful completion of all works, testing, and inspection, each route will undergo a formal commissioning process led by ICTA in collaboration with the Winning bidder. Commissioning will involve end-to-end validation of network performance, documentation of as-built drawings, and confirmation of dark fibre allocation for ICTA (IRU Certificates Issuance) and integration into the national inventory of fibre assets. Once these conditions are satisfied, ICTA will issue a commissioning certificate, formally handing the infrastructure over for operational use under the agreed open access framework.

Project closure will also involve submission of environmental and safeguard compliance reports by the Winning Firm, alongside a final audit and lessons-learned report to ICTA and the World Bank. A joint close-out meeting will be held to confirm that contractual obligations have been fulfilled, risks mitigated, and long-term maintenance responsibilities clearly assigned.

e) Proposed payment milestones

The Government's maximum investment in each route will be disbursed strictly on a milestone basis tied to verified deliverables. Payments shall be structured as follows: 20% at signing, 60% upon Partial Acceptance and 20% upon Final Acceptance Testing.

f) Matching Investment Reporting

The Winning Firm shall be required to report back to ICTA on the utilization of the matching investment received from the Government of Kenya. This reporting will outline how the disbursed funds were applied across project activities, aligned with agreed milestones and eligible expenditure categories. The ICT Authority shall provide a template listing all eligible expenses.

6. Route Operationalization

a. Service Level Agreement

Each route implemented under the project shall be governed by a binding Service Level Agreement (SLA) between ICTA and the Winning Firm. The SLA will define minimum technical and operational performance standards, including network uptime, latency, fault restoration times, and quality of service benchmarks. It will also set out the obligations of the Winning Bidder for preventive and corrective maintenance, with penalties applied for non-compliance and incentives for exceeding agreed targets.

The SLA will form an integral part of the contract and will remain in force throughout the operations and maintenance period. Performance under the SLA will be monitored through regular reporting, third-party audits, and automated network monitoring systems to ensure accountability. Reserved fibres allocated to ICTA must also be maintained to the same standards as commercial fibres, ensuring reliable access for government, education, and research services. In cases of persistent under performance or breach, ICTA will invoke corrective measures, including financial claw-back provisions and, where necessary, reallocation of assets to safeguard continuity of public service delivery.

b. Claw back Mechanism

In order to safeguard the effective use of public funds, all Government contributions under the matching investment framework will be subject to a claw-back mechanism . If the Winning Firm fails to meet agreed milestones during implementation or operations, does not achieve the minimum performance thresholds defined in the SLA, or is found to have used funds in eligible expenditure, ICTA reserves the right to reclaim disbursed amounts either in part or in full. This includes direct financial recovery, deductions from subsequent payments, or the reallocation of infrastructure assets financed under the project.

The claw-back mechanism will be enforced after a defined defect period, during which the Winning Firm will be given an opportunity to rectify the breach. Persistent non-compliance, however, will trigger mandatory enforcement measures. Detailed Claw back Mechanisms are included in the Commercial Transaction Manual.

B). FIRM'S CAPABILITY

1) Organizational Capability

a) Legal Standing & Licensing

All firms participating in the implementation of routes must demonstrate valid legal standing and compliance with Kenya's regulatory framework.

- i. Provide proof Company registration in Kenya or Country of Origin
- ii. Holding a minimum of Tier 2 Network Facilities Provider (NFP) License issued by the Communications Authority of Kenya (CA)

or an equivalent international authorization as a telecommunication operator with a commitment to obtain local licensing prior to contract execution.

- iii. Statutory compliance documents such as latest valid Tax Compliance Certificates.
- iv. Confirmation of no outstanding debt obligations to the Government of Kenya. For State-Owned Enterprises (SOEs), additional evidence of financial and operational autonomy, as well as independence from ICTA or other contracting agencies, will be required.

b) Firms Experience in Optic Fibre Build & Operations

- v. Firms must demonstrate proven experience in the successful delivery and long-term operation of the same infrastructure for large-scale fibre optic projects of at least 300kms. This includes evidence of having designed, constructed, commissioned and operated backbone networks.
- vi. Proven track record in managing operations and maintenance (O&M) of fibre optic networks, with clear examples of meeting stringent Service Level Agreements (SLAs) on uptime, restoration times, and redundancy.
- vii. Evidence of being a wholesaler of dark fibre or capacity for the last 2 years or operates fibre business by leasing for a similar period with an annual turnover equivalent to at least KES 200 million.
- viii. Evidence of operating 24/7 Service/Network operating centre for over 3 years.

c) Professional Team Composition

Participating firms must demonstrate access to, or direct employment of, highly qualified and experienced personnel essential for the design, deployment, and operation of national and cross-border fibre networks. At a minimum

i. Project Managers:

- Proof of at least 2 project managers with demonstrated 5 years experience in managing large-scale ICT infrastructure projects.
- Each Manager possess at least 3 years of project management experience in similar works.
- Each Manager demonstrates having managed similar infrastructure roll out or operations for aggregated 300 kms of fibre.

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- Possess a degree in Telecommunications Engineering/ICT/Project Management or equivalent from an accredited institution
 - Possess certification in project management such as Prince II, PMP, etc.

ii. **Network planners & designers**

- Proof of at least of at least 2 network planners and designers with at least six years of work experience skilled in backbone and metro fibre design.
- Each planner possesses at least 3 years' experience in planning and designing similar works.
- Each planner demonstrates having designed similar infrastructure roll out or operational fixes for aggregated 300 kms of fibre.
- Possess a bachelor's degree in Telecommunications Engineering/ICT/Computer Science, Electrical and Electronics or equivalent from an accredited institution

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- Proof of at least 2 engineers with at least five years of work experience
- Each Engineer possesses at least 3 years' experience in implementation of similar works.
- Each engineer demonstrates having implemented similar infrastructure roll out or operational fixes for aggregated 300 kms of fibre.
- Possess a bachelor's degree in Civil and Structural Engineering/Quantity Survey or equivalent from an accredited institution and registered by a professional body.

iv. **Optical Installation Technicians**

- Proof of at least 5 experienced technicians having at least seven years of experience in fibre installations, splicing, OTDR (Optical Time-Domain Reflectometer) testing, and commissioning.
- Each Technician possesses at least 3 years' experience in implementation of similar works.
- Each Technician demonstrates having implemented similar infrastructure roll out or operational fixes for aggregated 300 kms of fibre.

- v. Possess at least a diploma in Telecommunications Engineering/ICT/Computer Science, Electrical and Electronics or equivalent from an accredited institution

NoC Operators

- Have at least seven years experience with proof of at least 5 years' experience for NOC Operators in managing and maintaining similar infrastructure.
- Each NOC Operator demonstrates having managed similar infrastructure operational support and monitoring for aggregated 300 kms of fibre.
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vi. **Environmental gender and Social Safeguards Specialists**

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- Proof of at least one (1) experienced environmental expert, one (1) Social Safeguards experts and one (1) gender expert with at least 7 years of experience
 - Each expert demonstrates at least 5 years expertise in domain area within project of similar nature.
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- installation accessories such as duct rods, protective conduits, splice closures,
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- All terrain 4X4 wheel drive motor vehicles for logistics and movements.

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a) Audited Financial Statements

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b) Turnover and Liquidity Requirements

Firms are required to demonstrate a minimum annual turnover of KES 200 million. Firm must provide evidence of sufficient liquidity to support the execution of works without disruption, through financial current ratio.

c) Access to Financial liquidity

Firms must provide proof of access to external financing. The firm should provide bank letters of credit or guarantees, or other financial instruments issued by reputable institutions of at least KES 250M for Lot 1 and KES 200M for Lot 2.

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Firms must demonstrate experience in financing and executing at least 2 projects of a similar nature in the last 2years, with at least 300 kms of fibre distance. Firms

shall provide references of completed contracts, contract values, and evidence of timely and successful projects from previous clients or contracting entities.

e) Bankruptcy and Insolvency

Firms must not be under receivership, liquidation, bankruptcy, or any form of insolvency proceedings at the time of submission. Firm will be required to provide sworn declaration confirming their financial standing, alongside supporting documentation where applicable.

f) Debarment and Ineligibility

Firms that are debarred, suspended, or declared ineligible by the Government of Kenya, the Public Procurement Regulatory Authority (PPRA), the World Bank, or any other recognized international financing institution shall not qualify to participate. Firms will be required to submit a sworn declaration confirming that neither the firm nor its directors are listed on any debarment or sanctions register, and granting ICTA the right to independently verify this information.

g) Fraud and Corruption

Any firm, or its directors and key personnel that have been found guilty of engaging in fraudulent, corrupt, collusive, coercive, or obstructive practices in prior contracts shall be disqualified from participating in this project. Firms are required to make full disclosure of any past or ongoing investigations related to such practices at the time of submission.

h) Conflict of Interest

Firms must not have a conflict of interest that could compromise the fairness or integrity of the procurement process. In accordance with the Conflict of Interest Act, 2025, firms owned by, managed by, or directly linked to public officers involved in the project will not be eligible to participate. Firms with undisclosed relationships with Government staff or consultants shall be ineligible.

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Firms with a record of poor contractual performance shall not be ineligible to participate. Firms whose contracts have been terminated for non-performance, failure to meet Service Level Agreements (SLAs), or persistent delays will be Ineligible. Firms shall submit sworn declaration on non-existence of contract defaults or disputes and granting ICTA the right to verify this information with previous clients or contracting entities.

j) Legal and Ethical Compliance

Firms must demonstrate compliance with all applicable legal and regulatory obligations, including labor laws, human rights laws, and environmental protection requirements. Firms shall submit a sworn declaration of compliance with all applicable laws.

7. Site and Other Data

The sample list in each category is only indicative representing expected distances and regional distribution while the specific links will be provided during the MRRA process.

Annex 1: Sample List of National Backbone Fibre links

sno.	County	Links	Distance (KM)
1	Baringo	Chemoligot to tot	60
2	Baringo	Marigat to Chemolingot	70
3	Baringo	Marigat to Karandi	70
4	Bomet	Bomet-Mogogosiek-litein	48
5	Bomet	Kaboson (Sigor) - Chebole (Sotik)	40
6	Bomet	Sigor-Kiligoris	73
7	Busia	Port Victoria-Sega	45
8	ElgeyoMarakwet	Tot to kapsowar	60
9	Embu	Embu-Kaburu Dam	53
10	Embu	Mutunduri-Kianjukuma-Runyenjes	28
11	Embu	Mutunduri-Ugweri	18
12	Garissa	Daadab garissa	110
13	Garissa	Dujis to modagashe	67
14	Garissa	Garissa <> Bangale	84
15	Garissa	Garissa to Dujis	102
16	Garissa	Hola to ijara	40
17	Garissa	Meri to daadab	90
18	Homabay	Homabay-Mbita	48
19	Homabay	Mbita-Magunga-Karungu	75
20	Homabay	Oyugis-rodhi kopany	45
21	Homabay	Rodi kopany-karungu	55
22	Homabay	Rongo-Homabay	35
24	Kajiado	Isinya to Ngong via kiserian	55
25	Kajiado	Kiserian <> Magadi	86
26	Kajiado	Ngong <> Suswa	80

sno.	County	Links	Distance (KM)
27	Kajiado	Ngong to KNH	36
28	Kakamega	kakamega-Vihiga	40
29	Kakamega	Mumias-Bungoma	29
30	Kakamega	Mumias-busia	56
31	Kakamega	Mumias-kakamega	35
32	Kakamega	Turbo-Natiri-Kiminini	49
33	Kakamega	Ugunja-Butere	29
34	Kericho	Awasi-kericho	45
35	Kericho	Kericho-Mau summit	64
36	Kericho	Litein-Kericho	32
37	Kericho	Muhoroni-Kipkerion -Londiani	75
38	Kericho	Nyamira-Kericho	60
39	Kericho	sondu-kericho	45
40	Kiambu	Githunguri-kiambu	25
41	Kiambu	kamwangi -Flyover	55
42	Kiambu	Kiambaa-Kiambu	15
43	Kiambu	Kiambu <> GDC <> Ruiru <> Thika West	70
44	Kiambu	Limuru-Gigiri	45
45	Kiambu	Limuru-Kamangu-Kikuyu	45
46	Kiambu	Limuru-Kiambaa	21
47	Kiambu	limuru-Kiambu	38
48	Kiambu	Ruiru-Kiambu	17
49	Kilifi	Malindi <> Garsen	120
50	Kirinyaga	Kerugoya-Baricho-kagio	20
51	Kirinyaga	Wanguru-Mavuria	45
52	Kisii	Kilgoris-kisii	60
53	Kisii	Kisii-Rongo	30
54	Kisii	kisii-Sotik	75
55	Kisii	Sondu-Kisii	65
56	Kisumu	Ahero-awasi	24
57	Kisumu	Ahero-pap anditi	20
58	Kisumu	kisumu-Ahero	34
59	Kisumu	kisumu-muhoroni	62
60	Kisumu	muhoroni-Kericho	61
61	Kisumu	sondu-Awasi	14
62	Kitui	A3 C96 junction to Nzombe	85
63	Kitui	Bangale <> Mwingi	121
64	Kitui	Kandwia to tseikuru	50
65	Kitui	Kanyonyo <> Kitui	55
66	Kitui	Kitui <> Wote	120
67	Kitui	Mwingi <> Thagishu <> Ishiara	120

sno.	County	Links	Distance (KM)
68	Kitui	Nguni to kola	50
69	Kitui	Nzombe to C96/B7 junction(lkothe)	98
70	Kwale	Diani<> Kwale <>Kinango <> mazeras <> Mombasa	120
71	Kwale	Voi to Samburu	105
72	Laikipia	Karandi to Nyahururu(Maili saba junction)	25
73	Laikipia	Nanyuki to Dol dol	60
74	Laikipia	Rumuruti to mutara shopping centre B5/C76	30
75	lamu	Garsen <> Mokowe	125
76	Machakos	Konza to athi river via kyumvi	40
77	Machakos	Konza to machakos via kyumvi	52
78	Machakos	Konza-Salama	29
79	Machakos	Machakos to athi river	60
80	Machakos	Machakos to thika east	79
81	Machakos	Machakos-masii	28
82	Machakos	Mwala-Kangundo	25
83	Makueni	Emali to konza via sultan	65
84	Makueni	Kibwezi to makindu	26
85	Makueni	Kibwezi to mtito Andei	45
86	Makueni	Makindu to kathonzweni	51
87	Makueni	Mtito to Voi via manyani	102
88	Mandera	Banissa to takaba	73
89	Mandera	Bute to Takaba	110
90	Mandera	Lafey to Elwak	53
91	Mandera	Mandera <> Aribia <> Lafey	125
92	Mandera	Rhamu to Banisa	129
93	Mandera	Takaba to Wargadud	90
94	Marsabit	Bubisa to turbi	80
95	Marsabit	Laisamis to marsabit	100
96	Marsabit	Marsabit to bubisa	51
97	Marsabit	Moyale to bute	50
98	Marsabit	Sololo to moyale	90
99	Marsabit	Turbi to sololo	55
100	Meru	Meru-isiolo	43
101	Meru	Meru-Subuiga	28
102	Meru	Mikinduri-Maua	35
103	Meru	Subuiga-Isiolo	32
104	Meru	Subuiga-Nanyuki	55
105	Migori	Karungu-Muhurubay	45
106	Migori	Kehancha-migori	30
107	Migori	Muhurubay-Migori	60

sno.	County	Links	Distance (KM)
108	Mombasa	Mombasa Metro	300
109	Muranga	kenol-Muranga	35
110	Muranga	Kiriaini-kangema-kanyanyaini-Muriranga	45
111	Muranga	Muranga-Kariani	38
112	Muranga	Muranga-Sagana	35
113	Muranga	Sagana-kutus	33
114	Muranga	Thikawest-Kenol	17
115	Nairobi	GDC-Utawala	20
116	Nairobi	Kabanas-Ruiru	35
117	Nairobi	Nairobi Metro	400
118	Nairobi	Olesereni-Kikuyu	45
119	Nairobi	Treasury-Jogoord-Tala	65
120	Nairobi	Treasury-Outering- GDC	25
121	Nakuru	Nakuru Metro	100
122	Nakuru	Nakuru to Mau Narok	65
123	Nakuru	Nakuru to Nyahururu	75
124	Nandi	kabujoi-Nandihills	45
125	Nandi	Kapsabet-Chavakali	52
126	Nandi	kapsabet-Lesos	38
127	Nandi	kapsabet-sangaro-Kabiyet-Turbo	75
128	Nandi	Tideret-Timboroa	48
129	Narok	Kilgoris to masimba	30
130	Narok	Lemek to kehancha	105
131	Narok	Narok to Lemek DCC	65
132	Nyamira	Nyamira-Kisii	42
133	Nyamira	Nyamira-Litein	60
134	Nyamira	sondu-Nyamira	40
135	Nyandarua	lari-Engineer	48
136	Nyandarua	Ndunyu njeru-ngeta-wanjohi-ol kalou	63
137	Nyandarua	Nyahururu-Ndaragwa	35
138	Nyandarua	Ol Kalou to Lanet	55
139	Nyeri	Dekut--Mweiga-Ndaragwa	87
140	Nyeri	Kanyagia-Endarasha	17
141	Nyeri	karatina-Mukurueini	35
142	Nyeri	Mukurueini-Muranga	45
143	Nyeri	Mweiga-Naro Moru	29
144	Nyeri	Nyeri-Kiriaini	45
145	Samburu	Baragoi to South horr <> Longoliyani	145
146	Samburu	maralal to baragoi	105
147	Siaya	Aram-Nyagoko-Kalandin	32
148	Siaya	Aram-Ng'iya	42

sno.	County	Links	Distance (KM)
149	Siaya	Bondo-Usenge	30
150	Siaya	Siaya-Bondo	35
151	Siaya	Ugunja-Bumala	25
152	Siaya	ugunja-luanda	42
153	Taita Taveta	Mtito to Voi via manyani	102
154	Taita Taveta	Voi to Samburu (Mazeras)	105
155	Taita-Taveta	Mwatate-Taveta	115
156	Tana River	Garsen <> Hola	105
157	Tana River	Hola <> Buratana <> Garissa	165
158	Tharakanithi	Chogoria-Kionyo	28
159	Tharakanithi	Chuka-Kathwana	35
160	Tharakanithi	Gatunga-Mikinduri	45
161	TransNzoia	Cherangani-Ziwa	22
162	TransNzoia	Kwanza to suam	40
163	TransNzoia	kwanza-suam border	40
164	Turkana	Lodwar <> kalokol <> Lokitang	180
165	Turkana	Lokitang <> Kibish	200
166	Turkana	Makutano <> Lokitang	86
167	Uasin Gishu	Eldoret-Timboroa	64
168	Uasin Gishu	Leseru junction to turbo	30
169	Uasin Gishu	Lessos-Eldamravine	60
170	Uasin Gishu	Timboroa-Mau summit	64
171	Uasin Gishu	Turbo-Webuye	66
172	Vihiga	Majengo-Luanda	15
173	Vihiga	Mumias-Luanda	45
174	Wajir	Buna to moyale	105
175	Wajir	Habasweni to meri	75
176	West Pokot	Kapenguria <> kabichbich <> Kapsowar	95
177	West Pokot	Kapenguria to kacheliba <> Armadat <> Alale	160
178	West Pokot	Kapenguria to kwanza <> Suam	70
179	West Pokot	Tot to sigor	55
	TOTAL		11,253

Annex 2: Sample List of Cross-Border Fibre links

Sno.	County	Route	Distance (KM)	Neighbor
1	Migori	Isebania - Migori - Kisii	96	Tanzania

Sno.	County	Route	Distance (KM)	Neighbor
2	Kajiado	Illasit <> Oloitokitok - Emali	120	Tanzania
3	Kajiado	Namanga(Kenya) <> Namanga(Tanzania) Cross Border Loop	15	Tanzania
4	Kajiado	Namanga <> Illasit	135	Tanzania
5	Taita Taveta	Holili <> Illasit	70	Tanzania
6	Kwale	Lunga Lunga <> Kinango	65	Tanzania
7	Turkana	Lorugum <> Lokirima	75	Uganda
8	Busia	Busia - Malaba	40	Uganda
9	Busia	Busia <> Matayos	20	Uganda
10	Busia	Malaba <> Amagoro	35	Uganda
11	Bungoma	Cheptais <> Lwakhakha	45	Uganda
12	Bungoma	Lwakhakha <> Malaba	35	Uganda
13	Trans Nzoia	Suam <> Endebes	30	Uganda
14	Turkana	Todonyang <> Lokituang	55	Ethiopia
15	Marsabit	Moyale(Kenya)<>Moyale(Ethiopia) Metro	15	Ethiopia
16	Garissa	Dhobley <> Dadaab	95	Somali
17	Wajir	Wajir Bor <> Gariley	55	Somali
18	Mandera	Elwak(Kenya) <> Elwak(Somali) Metro	15	Somali
19	Mandera	Mandera(Kenya) <> Mandera(Somali) Metro	15	Somali
Total			1,031	

Annex 3: Sample Service Level Agreement

Service Level Agreement (SLA) – fibre Network Rollout

Scope

This SLA defines the minimum performance standards and operational obligations for the deployment and maintenance of fibre optic infrastructure, segmented into passive and active network components.

Deployment Timelines and Delivery Commitments

Metric	Definition	Target
fibre Rollout Timeliness	Adherence to the deployment schedule as committed during the pre-qualification and contracting phase	≥ 95% milestone compliance
Trench Completion Rate	Percentage of trenching completed per month against planned targets	≥ 90%
Core Activation Schedule	Number of fibre cores activated and tested per phase as per implementation plan	100% of scheduled cores
Penalty for Delay	Financial or asset clawback provisions triggered for unjustified delays beyond 30 calendar days	As per Framework Agreement

A clawback mechanism shall apply in cases of delay or insolvency. If a winning bidder experiences a delay in implementation, the following progressive clawback measures shall be enforced:

- A delay exceeding eighteen (18) months shall lead to termination of the agreement for the respective subproject, including 100% clawback of the paid subsidies

In addition, if the implementing firm is declared bankrupt or enters insolvency proceedings (Act No. 18 of 2015), a 100% clawback of the subsidy shall apply across all subprojects awarded to that firm under KDEAP.

Passive Network Metrics

(Infrastructure elements such as ducts, fibre cables, handholes, and termination points)

Metric	Definition	Target
fibre Availability	Percentage of fibre cores available for use without faults	≥ 99.5%
Mean Time to Repair (MTTR)	Average time to restore service after a passive fault	≤ 48 hours
Preventive Maintenance Cycle	Frequency of scheduled inspections and maintenance	Quarterly
Core Integrity Compliance	Percentage of fibre cores meeting optical loss thresholds (e.g., ≤ 0.35 dB/km)	≥ 98% compliance

Reporting & Compliance

- Monthly performance reports shall be submitted to the Contracting Authority.
- Non-compliance with SLA targets for two consecutive months may trigger review or penalties as per the Funding Agreement.
- SLA metrics shall be reviewed annually and adjusted based on network maturity and usage patterns.

Framework

Summary for Installation

Description	Cores	Depth in M	Unit price
Construction of 1 Km of fibre under ground	144	1.5	
	96	1.5	
	48	1.5	
	24	1.5	

Description	Cores	Unitprice
Construction of 1 Km of fibre overhead	144	
	96	
	48	
	24	

Specification of the Materials

BACKBONE AND METRO PRICE SCHEDULE				
No .	Description	Unit	Qty	Unit Price (KES, VAT inclusive)
1	Material Supply and Install (Specifications)			
1.1	Supply and install HDPE pipe with Silicon core(26/32mm) and necessary accessories	M	1	
1.2	Supply and Install HDPE pipe ϕ 110mm (PN10) and necessary accessories	M	1	
1.3	Supply and Install 7-way duct - MicroDuct Thick wall, direct buried 7 way 14/10mm	M	1	
1.4	Supply and Install 4-way MicroDuct Thick wall, direct buried 4 way 14/10mm	M	1	
1.5	Supply and Install Warning Tape	M	1	
1.6	Supply and Install Marker posts	PCS	1	
1.7	Supply and Install plastic directional Marker	PCS	1	
1.8	Supply and Install Handhole with cover and necessary accessories	PCS	1	
1.9	Supply and Install dressed wooden pole - 8m	PCS	1	
1.10	Supply and Install dressed wooden pole - 12m	PCS	1	
1.11	Supply and Install Concrete poles - 8m	PCS	1	
1.11	Supply and Install Concrete poles - 10m	PCS	1	

1.1 2	Supply and install two thimble eye bolt	M	1	
1.1 3	Supply and install of reinforced concrete precast big manhole with polymer cover	PC S	1	
1.1 4	Supply and install of reinforced concrete precast small manhole with polymer cover and lock mechanics with accessory	PC S	1	
1.1 5	Supply and install of Installation of Handhole (cp515m m) with	M	1	
1.1 6	Installation of underground OFC 48 Core	M	1	
1.1 7	Installation of underground OFC 96 Core	M	1	
1.1 8	Installation of underground OFC 144 Core	M	1	
1.1 9	Installation of ADSS OFC 48 Core	M	1	
1.2 0	Installation of ADSS OFC 96 Core	M	1	
1.2 1	Installation of ADSS OFC 144 Core	M	1	
1.2 2	Installation of Micro OFC 48 Core	M	1	
1.2 3	Installation of Micro OFC 96 Core	M	1	
1.2 4	Installation of Micro OFC 144 Core	M	1	
Subtotal				

2. Construction Period

All route implementation activities shall be executed within a strict maximum period of nine (9) from the date of contract signing. This schedule will cover end-to-end tasks, including detailed route survey, way leave acquisition, civil works, fibre laying, splicing, installation of passive infrastructure, and final testing and acceptance. The Joint Implementation Team will develop a milestone-based work plan with clearly defined weekly and monthly deliverables to ensure progress remains on track. Any delays must be promptly escalated to ICTA with mitigation measures, as adherence to the timeframe of nine months for the national backbone deployment and six months for cross-border links is a contractual obligation designed to guarantee timely delivery of the national and cross-border connectivity objectives.

PART 3 – Procuring Agency Forms

Procuring Agency Forms

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Notification of Intention to Conclude a Framework Agreement(s)

[This Notification of Intention to Conclude a Framework Agreement(s) shall be sent to each Bidder that submitted a Bid, unless the Bidder has previously received notice of exclusion from the process at an interim stage of the procurement process. Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

Procuring Agency: *[insert the name of the Procuring Agency]*

Project: *[insert name of project]*

Framework Agreement title: *[insert the name of the FA]*

Country: *[insert country where RFB is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

RFB No: *[insert RFB reference number from Procurement Plan]*

Date of transmission: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Conclude a Framework Agreement(s)

This Notification of Intention to conclude Framework Agreement(s) (Notification) notifies you of our decision to conclude the above Framework Agreement(s). The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

1. request a debriefing in relation to the evaluation of your Bid, and/or
2. submit a Procurement-related Complaint in relation to the decision to conclude the Framework Agreement.

The successful Bidder(s) are the following:

Item No.	Description	Estimated Quantity over FA period or	Name of Successful Bidder	Contract Price	Combined Score
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		Range of Call-off Quantities			

All Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted Bids, Bid prices as read out and evaluated, technical scores and combined scores .]*

Item No.	Description	Estimated Quantity over FA period or Range of Call-off Quantities	Name of Bidder	Technical score	Bid price as read-out	Evaluated Bid Cost	Combined Score

Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

How to request a debriefing

Deadline: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Conclude a Framework Agreement.

Provide the framework agreement name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Procuring Agency]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Conclusion of Framework Agreement Notice.

How to make a complaint

Deadline: Procurement-related Complaint challenging the decision to conclude a Framework Agreement shall be submitted by midnight, *[insert date]* (local time).

Provide the Framework Agreement name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Procuring Agency]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to exclude you from conclusion of a Framework Agreement. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the [Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](#) (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "[How to make a Procurement-related Complaint](#)" provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this procurement process, and is the recipient of a Notification of Intention to Conclude a Framework Agreement.
2. The complaint can only challenge the decision to conclude the Framework Agreement.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all the information required by the Procurement Regulations (as described in Annex III).

Standstill Period

Deadline: The Standstill Period is due to end at midnight on [*insert date*] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Conclude a Framework Agreement.

The Standstill Period may be extended as stated in the section above titled 'How to request a debriefing'.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Procuring Agency:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Notification to Conclude a Framework Agreement

[Use letterhead paper of the Procuring Agency]

[Date]

To: *[name and address of successful Bidder]*

Notification to Conclude a Framework Agreement Framework Agreement No. *[insert FA reference number]*

This is to notify you that your Bid dated *[insert date]* to conclude a Framework Agreement in relation to the provision of *[insert short title for Services]* is hereby accepted by our Agency.

Please sign, date and return the Framework Agreement within *[insert the applicable period for signing of the FA in accordance of the ITB]* days of receipt of the same. In accordance with ITB 41.1, please also complete and submit, within eight (8) Business days, the Beneficial Ownership Disclosure Form attached to the RFB.

Authorized Signature:

Name:

Title/position:

Name of Agency:

Telephone:

Email:

Attachment: Framework Agreement

PART 4 – Framework Agreement

Framework Agreement

[This form is to be completed by the Procuring Agency in accordance with the instructions provided in italicized text. The italicized text should be deleted from the final document.]

Note: *the terminology in relation to the parties to the Framework Agreement changes from the terminology used in relation to the parties involved in the Primary Procurement process. In the Primary Procurement process the Procuring Agency is responsible for establishing the FA(s). However, the parties to the FA will be the “Employer(s)” (being Borrower’s agencies that are entitled to purchase under the FA) and, where appropriate, a “Lead Employer” or a “Responsible Agency” acting on behalf of an Employer(s) and responsible for managing and administering the FA.]*

This Framework Agreement [insert reference number of the Framework Agreement] is made for the provision of [insert brief description of Services]

on the [insert: **number**] day of [insert: **month**], [insert: **year**]

between

[Select one of the three OPTIONS below]

[OPTION 1: for Single User Framework Agreement]

the Employer(s) [insert complete name of the Employer/s, the type of legal entity, (for example, “an agency of the Ministry of the Government of {insert name of Country of Employer/s}”, or “a corporation incorporated under the laws of {insert name of Country of Employer/s}”) (the Employer(s)) and

[OPTION 2: for a Multi-User Framework Agreement with a Lead Employer that is responsible for managing and administering the Framework Agreement, and that is also an Employer,]

between

the Lead Employer [insert complete name of the Lead Employer, the type of legal entity, (for example, “an agency of the Ministry of the Government of {insert name of the Lead Employer’s Country}”, or “a corporation incorporated under the laws of {insert name of Country of Lead Employer}”) and having its principal place of business at [insert Lead Employer’s address] as an Employer in its own right under the Framework Agreement and as the agency responsible for the management and administration of the Framework Agreement for use by the other participating Employers listed in Schedule [insert number] to this Framework Agreement (Employer (s)) and

[OPTION 3: for a Multi-User Framework Agreement with an agency, that is not an Employer, but that is responsible for the management and administration of the Framework Agreement, for use by the Employers.]

between

the Responsible Agency *[insert complete name of the type of legal entity, (for example, “an agency of the Ministry of the Government of {insert name of Country} of the Responsible Agency”, or “a corporation incorporated under the laws of {insert name of Country of the Responsible Agency}”)]* and having its principal place of business at *[insert Responsible Agency’s address]* as the agency responsible for the management and administration of the Framework Agreement for use by the participating Employers listed in Schedule *[insert number]* to this Framework Agreement (Employer (s)) and

the Service Provider *[insert name of the Service Provider]*, a corporation incorporated under the laws of *[insert country of Service Provider]* and having its principal place of business at *[insert Service Provider’s address]* (Service Provider).

This Framework Agreement is subject to the provisions described in the Sections and Schedules listed below, and any amendments.

This Framework Agreement concludes a standing offer by the Service Provider to provide the specified Services to the Employer(s) during the Term of the Framework Agreement, as and when the Employer(s) wishes to purchase them, through a Call-off Contract.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

Framework Agreement Provisions

Schedule 1: Employer’s Requirements

Schedule 2: Activity Schedules

Schedule 3: Security Forms

Schedule 4: Secondary Procurement

Schedule 5: List of participating Employers *[use for Multi-User FAs, otherwise delete]*

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of *[insert the name of the Framework Agreement governing law country]* on the day, month and year indicated above.

[To facilitate this emergency procurement, if acceptable to the Employer and the Service Provider, electronic signature of the Framework Agreement such as using DocuSign is recommended.]

[Select one of the three options below]

[OPTION 1: for Single User Framework Agreement]

“For and on behalf of the Employer:”

[OPTION 2: for a Multi-User Framework Agreement with a Lead Employer that is responsible for managing and administering the Framework Agreement, and that is also an]

“For and on behalf of the Lead Employer:”

[OPTION 3: - for a Multi-User Framework Agreement with an agency, that is not an Employer, but that is responsible for the management and administration of the Framework Agreement, for use by the participating Employers.]

“For and on behalf of the Responsible Agency”

Signed: *[insert signature]*

Full name: *[name of person signing]*

Agency: *[insert the name of agency]*

In the capacity of: *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

For and on behalf of the Service Provider:

Signed: *[insert signature of authorized representative(s) of the Service Provider]*

Full name: *[name of person signing]*

In the capacity of: *[insert title or other appropriate designation]*

In the presence of *[insert identification official of witness]*

Framework Agreement Provisions (FAP)

[This section is to be completed by the Procuring Agency as per the instructions provided in italicized text. The italicized text should be deleted from the final document.]

Framework Agreement Provision (FAP)	Description
1. Definitions	1.1. The following words and expressions shall have the meanings hereby assigned to them (a) “Bank” means the World Bank, meaning the International Bank for Reconstruction and Development (IBRD) and/or the International Development Association (IDA), whether acting on its own account or in its capacity as administrator of trust funds provided by other donors. (b) “Base Price” is the Framework Agreement (FA) unit price prior to any price adjustment in accordance with FA Provision FAP 8. (c) “Business Day” is any day that is an official working day of the Employer. It excludes the Employer’s official public holidays. (d) “Call-off Contract” is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the provision of Services. (e) “Closed Framework Agreement” is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement. (f) “Commencement Date” is the date this Framework Agreement is signed by both parties, being the commencement of the Term. (g) “Contract Price” is the price payable to the Service Provider as specified in each Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. (h) “Day” means calendar day. (i) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration;

	(j) “Employer” is the Borrower’s agency(ies) that is/are permitted to procure Services from a Service Provider under a Call-off Contract awarded through a Framework Agreement. Where appropriate, for the purpose of interpretation of the Framework Agreement, the term Employer includes Lead Employer, or Responsible Agency. (k) “Employer’s Personnel” means all staff, labor and other employees of the Employer engaged in fulfilling the Employer’s obligations under the Contract; and any other personnel identified as Employer’s Personnel, by a notice from the Employer to the Service provider. (l) “ES” means Environmental and Social, as applicable, (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)). (m) “In Writing” means communicated or recorded in written form. It includes, for example: mail, e-mail, fax or communication through an electronic procurement system (provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features). (n) “Lead Employer”, when named in the Framework Agreement, means a party to the Framework Agreement, as an Employer in its own right under the framework agreement and as the agency responsible for the management and administration of the Framework Agreement for use by the other participating Employers as specified in the FAP 2.2. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Lead Employer. All communications, including notices, in relation to a Call-off Contract, are to be addressed to the Employer named in the Call-off Contract. (o) “Multi-User Framework Agreement” means a Framework Agreement where there is more than one Employer permitted to purchase through a Call-off Contract, as specified in the FAP 2.2; (p) “Employer’s Country” is the country specified in the FAP 2.3. (q) “Responsible Agency”, when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity as the agency responsible for managing and administering the Framework Agreement for use by
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	the participating Employers. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Responsible Agency. (r) “Secondary Procurement” is the method used to select a Service Provider and award a Call-off Contract under this Framework Agreement. (s) “Services” means the work to be performed by the Service Provider pursuant to the Contract. (t) “Service Provider” means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to provide to an Employer, from time to time, and as and when required, the Services. (u) “Service Provider’s Personnel” means all personnel whom the Service Provider utilizes in the execution of the Services, including the staff, labor and other employees of the Service Provider and each Subcontractor; and any other personnel assisting the Service Provider in the execution of the Services. (v) “Sexual Exploitation and Abuse” “(SEA)” means the following: “Sexual Exploitation” is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; “Sexual Abuse” is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. (w) “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Service Provider’s Personnel with other Service Provider’s Personnel or Employer’s Personnel (x) “Single-User Framework Agreement” means a Framework Agreement where there is only one Employer, as specified in the FAP 2.2. (y) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.
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	(z) “Term” mean the duration of this Framework Agreement as described in the FAP2.4 starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the FA 2.5 .
2. Framework Agreement Specific Information	2.1. This Framework Agreement relates to the provision, under separate Call-off Contracts, of <i>[insert short title that describes the type of Services]</i>.. 2.2. <i>[state either “This is a Single-User Framework Agreement.” or “This is a Multi-User Framework Agreement. All participating Employers are listed at Schedule [insert Schedule number]”]</i> 2.3. The Employer’s Country is: <i>[insert the name of the country]</i> 2.4. The Framework Agreement and the Call-off Contracts shall be governed by and interpreted in accordance with the laws of <i>[state: “the Employer’s Country”, unless any other law shall apply]</i>. 2.5. The Term of this Framework Agreement is <i>[enter number of years]</i> years. <i>[NOTE: the maximum initial Term shall not exceed 3 years]</i> from the Commencement Date. 2.6. <i>[Delete if the term is not to be extended]</i> The Term may be extended, at the Employer’s sole discretion, and where there has been satisfactory performance by the Service Provider. To extend the Term, the Employer shall give the Service Provider no less than three (3) months’ notice, In Writing, prior to the date on which the Framework Agreement would otherwise have expired. The total Term of the Framework Agreement shall be no longer than five (5) years. 2.7. The source of the indices, the Base date indices and source of exchange rate are specified below: _____ <i>[When concluding the Framework Agreement, if applicable in accordance with FAP 8, insert agreed source of indices, base date indices and source of exchange rate.]</i> 2.8. Any notice given by one party to the other pursuant to this Framework Agreement shall be In Writing using the quickest available method such as electronic mail with proof of receipt. A notice shall be effective when delivered, or on the notice’s effective date, whichever is later. The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, including notices, are specified below. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative.

	Any representative appointed shall be authorized to make decisions on the day to day operation of the Framework Agreement. 2.9. Employer's Representatives <i>[Selection one of the following options]</i> <i>OPTION 1: for a Single-User Framework Agreement use the following text]</i> The name and contact details of the Employer's Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are: Name: Title/position: Address: Phone: Mobile: E-mail: <i>OR</i> <i>[OPTION 2: for a <u>Multi-User Framework Agreement with a Lead Employer</u> that is responsible for managing and administering the Framework Agreement and is also an Employer insert the name of the Lead Employer's Representative and list all other participating Employers' Representatives in a Schedule:]</i> The name and contact details of the Lead Employer under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are: Name: Title/position: Address: Phone: Mobile: E-mail: The Representatives for all other participating Employers are listed in Schedule <i>[insert number]</i> to this Framework Agreement. <i>OR</i>
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	<i>[OPTION 3: for a <u>Multi-User Framework Agreement concluded by a central purchasing authority</u> (that is <u>not</u> also an Employer) insert the following]</i> The name and contact details of the Responsible Agency under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are: Name: Title/position: Address: Phone: Mobile: E-mail: The Representatives for all participating Employers are listed in Schedule <i>[insert number]</i> to this Framework Agreement. 2.10. Service Provider’s Representatives The name and contact details of the Service Provider’s Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are: Name: Title/position: Address: Phone: Mobile: E-mail:
3. Framework Agreement Documents	3.1. This Framework Agreement (FA) shall be read as a whole. Where a document is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement. 3.2. This Framework Agreement comprises the following documents.: (a) Framework Agreement, including all Sections and Schedules; (b) Notice of Conclusion of a Framework Agreement; and (c) Offer submission form (from Primary Procurement process).

4. Service Provider's Obligations	4.1. The Service Provider shall offer to provide (standing offer) to the Employer, the Services, described in the Framework Agreement Schedule 1: Employer's Requirements, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement, and carry out its obligations with all due diligence, all in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. 4.2. The Service Provider shall respond to a request from an Employer for quotation or direct contracting within the period specified in that request by either (i) submitting a quotation or (ii) accepting award of contract in case of direct selection or (iii) informing the Employer that it does not intend to provide the Services under the Call-off Contract. 4.3. During the Term of the Framework Agreement, the Service Provider shall continue to be eligible and qualified, and the Services shall continue to be eligible, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 4.4 (a) to 4.4 (c) below. The Service Provider shall notify the Employer immediately, in writing, if it ceases to be qualified and/or ceases to be eligible, or the Services cease to be eligible. 4.4. The Services supplied under Call-off Contracts that may be awarded by the Employer shall be: (a) of the quality, type and as otherwise specified in the Framework Agreement, Schedule 1: Employer's Requirements; (b) at the Contract Price specified in the Call-off Contract; and (c) in such quantities, at such times and to such locations as specified in the Call-off Contract. 4.5. The Service Provider agrees that this Framework Agreement and any additional provisions set out in a Call-off Contract, shall apply to the provision of Services. 4.6. Engagement of Service Provider's Personnel The Service Provider shall make arrangements for the engagement of the Service Provider's Personnel. The Service Provider is encouraged, to the extent practicable and reasonable, to use local labor that has the necessary skills.
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	If applicable, the Service Provider shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all personnel to be employed for the Services into the Employer's country. The Service Provider shall at its own expense provide the means of repatriation to all of its personnel employed for the execution of the Services to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. 4.7. Persons in the Service of Employer The Service Provider shall not recruit, or attempt to recruit, staff and labor from amongst the Employer's Personnel. 4.8. Labor Laws The Service provider shall comply with all the relevant labor laws applicable to the Service Provider's Personnel, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. The Service Provider shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors. The Service Provider shall, in all dealings with its personnel currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor. 4.9. Rates of Wages and Conditions of Labor The Service Provider shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the Service is carried out. If no established rates or conditions are applicable, the Service Provider shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Service Provider. The Service Provider shall inform the Service Provider's Personnel about their liability to pay personal income taxes in the Employer's country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the country for the time being in force, and the
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	Service provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.
	4.10. Facilities for Service Provider's Personnel If applicable, the Service Provider shall provide and maintain all necessary accommodation and welfare facilities for the Service Provider's Personnel employed for the execution of the Contract at the locations in the Employer's country where the Services are provided.
	4.11. Workers' Organizations In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Service Provider shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Service Provider shall enable alternative means for the service provider's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Service Provider shall not seek to influence or control these alternative means. The Service Provider shall not discriminate or retaliate against the Service Provider's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.
	4.12. Non-Discrimination and Equal Opportunity The Service Provider shall not make decisions relating to the employment or treatment of Service Provider's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Service Provider shall base the employment of Service Provider's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed

	discrimination. The Service Provider shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 4.14). 4.13. Forced Labor The Service Provider, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking.. 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. 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. 4.14. Child Labor The Service Provider, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age). The Service Provider, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. 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
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	(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer. 4.15. Health and safety obligations 4.16. The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of the Service Provider's Personnel employed for the execution of Services at the locations in the Employer's country where the Services are executed. 4.17. The Service Provider shall comply with additional obligations as specified in the Call-off Contract. 4.18. Protection of the Environment As applicable, the Service Provider shall take all necessary measures to: i. protect the environment (both on and off the locations where the Services are executed) from damages resulting from its operations/and or activities; and ii. limit damage and nuisance to people and property resulting from pollution, noise and other results of the Service Provider's operations and/ or activities. The Service Provider shall ensure that any emissions, surface discharges, effluent and any other pollutants from the its activities shall exceed neither the values that may be indicated in the Employer's Requirements, nor those prescribed by applicable laws. In the event of damage to the environment, property and/or nuisance to people, on or off the locations where the Services are carried out, as a result of the Service Provider's operations and/or activities, the Service Provider shall agree with the Employer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Service Provider shall implement such remedies at its cost to the satisfaction of the Employer. 4.19. Cultural Heritage Findings All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural, religious interest found on the locations in the Employer's country where the Services are carried out shall be placed under the care and custody of the Employer.
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	As soon as practicable after discovery of any such finding, the Service Provider shall give a notice to the Employer, to give the Employer the opportunity to promptly inspect and/or investigate the finding before it is disturbed and to issue instructions for dealing with it.
5. Continued Qualifications and Eligibility	5.1. The Service Provider shall continue to have the nationality of an eligible country. A Service Provider or subcontractor, shall be deemed to have the nationality of a country if the Service Provider is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. 5.2. All Services to be supplied under a Call-off Contract and financed by the Bank shall continue to have their origin in eligible Countries. 5.3. To continue to be eligible the Service Provider shall not have been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the World Bank Group's Sanctions Framework. 5.4. The Employer may require, during the Term of the Framework Agreement, evidence of the Service Provider's continued qualification and eligibility, and the Services continued eligibility. Failure to provide such evidence, as requested, may result in the Service Provider being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement. 5.5. At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being ineligible. <i>[[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].]</i>
6. Role of Lead Employer or Responsible Agency	6.1. Where there is a Lead Employer or Responsible Agency that is a party to the Framework Agreement, their role is to manage and administer the Framework Agreement(s) for use by the participating Employer(s). All communications, including notices, in relation to the Framework Agreement are to be made to the Lead Employer or Responsible Agency. 6.2. The Lead Employer or Responsible Agency is responsible for all matters pertaining to the Framework Agreement including,

	for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Employer named in the Call-off Contract. 6.3. Where no Lead Employer or Responsible Agency has been appointed, the named Employer is responsible for managing and administering the Framework Agreement and the provisions in FAP 2.10 above, in relation to communications and notices etc., apply to the Employer.
7. Contract Price	7.1. The Contract Price for each call-off Contract shall be determined by applying: <i>[modify as appropriate]</i> For Direct Selection: the Base Price (unit price/s) stipulated in the Framework Agreement, Schedule 2, subject to any adjustments specified in FAPs 8 and 9; . or For Mini-competition: the successful competitive quotation subject to any adjustments specified in FAPs 8 and 9;
8. Adjustments for changes in Cost	8.1. Adjustments to the Base Price (unit prices) stipulated in the Framework Agreement <i>[Select one of the two options]</i> <u>[OPTION 1: use for FAs where the determining indices related to the unit price/s are not expected to vary by more than $\pm 5\%$ over the Term of the FA. In this case, use the following text:</u> “The unit price/s offered by the Service Provider, as stipulated in the FA, shall apply to all Call-off Contracts awarded during the Term of the FA. The unit price/s shall not be subject to any price adjustment during a Secondary Procurement, and/or an award of a Call-off Contract.”] OR <u>[OPTION 2: use for FAs where the determining indices related to the unit price/s are expected to vary by more than $\pm 5\%$ over the Term of the FA In this case use the following text:</u> “The unit price/s stipulated in the FA, shall not be subject to adjustments for Call-off contracts awarded within <i>[insert number of months depending on trend of volatility of the prices]</i> months from the date of conclusion of FA. For any Call-off

	contracts awarded after this specified period, the unit price/s shall be subject to an adjustment as follows: (a) for Call-off Contracts awarded through the Secondary Procurement method based on competitive quotations (mini-competition), Service Providers shall be required to offer prices that do not exceed their adjusted unit price/s as adjusted below; (b) for Call-off Contracts awarded through a Secondary Procurement method involving direct selection, (i.e. not awarded through a mini-competition), the price adjustment below shall be applied to that Service Provider's unit price/s to determine the Call-off Contract Price. The price adjustment is intended to reflect fluctuations in the cost of inputs, over the relevant period of the FA. Where a price adjustment applies, it shall be calculated as follows: $P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$ $a+b+c = 1$ in which: P_1 = Call-off unit contract price. P_0 = unit price, as described in the Framework Agreement, Schedule 2: Activity Schedules. a = fixed element representing profits and overheads. b = estimated percentage of labor component. c = estimated percentage of other inputs. L_0, L_1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively. M_0, M_1 = indices for other inputs on the base date and date for adjustment, respectively, in the country of origin. The source of the indices, the base date indices and the source of exchange rate (if applicable) are specified in FAP 2.7. The coefficients are as follows:
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	$a = [\text{insert value of coefficient; generally, in the range of 5 to 15 percent}]$ $b = [\text{insert value of coefficient}]$ $c = [\text{insert value of coefficient}]$ Base date = <i>[insert specific date which was the date of thirty (30) days prior to the deadline for submission of the offers in the Primary Procurement process]</i> Date of adjustment =: i) <i>For Direct Selection: the date 30 days prior to the formation of the Call-off Contract</i> ii) <i>For mini competition: the date 30 days prior to the Request for Quotation.</i> If the currency in which the Contract Price (P_0) is expressed, is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the unit price/s. The correction factor shall be: Z_0 / Z_1, where: Z_0 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price P_0 on the Base date, and Z_1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price P_0 on the Date of Adjustment.
9. Adjustments for Changes in Laws	9.1. If after the date of 28 days prior to date of Offer submission for the Framework Agreement, If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with FAP 8.
10. Dayworks	10.1. If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way. All work to be paid

	for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer.
11. Subcontractors	11.1. The Service Provider shall notify the Employer in writing of all subcontracts awarded under the Call-off Contracts if not already specified in the Framework Agreement. Such notification, in the Framework Agreement or later shall not relieve the Service Provider from any of its obligations, duties, responsibilities, or liability under the Call-off Contract.
12. Identifying Defects, correction of defects and lack of performance penalty	12.1. The Employer shall supervise the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. The Defect Liability Period is as specified in the Call-off Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected. 12.2. Every time notice of a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice. 12.3. If the Service Provider does not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected and deduct from payments due to the Service Provider, if any, or otherwise the Service Provider shall pay the assessed amount.
13. Force Majeure	13.1. The Service Provider shall not be liable for forfeiture of its Performance Security (if required), liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Framework Agreement and/or a Call-off Contract is the result of an event of Force Majeure. 13.2. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. 13.3. The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms

	and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.. 13.4. 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. 13.5. During the period of its inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period
14. Language	14.1. The language of this Framework Agreement, and any Call-off Contract is [<i>insert language</i>]. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern. 14.2. The Service Provider shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
15. Fraud and Corruption	15.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the World Bank Group's Sanctions Framework, as set forth in the Appendix to this Framework Agreement Provisions (Fraud and Corruption). 15.2. The Employer requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Primary or Secondary Procurement process or execution of a Call-off 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.
16. Records, inspections and audit	16.1. The Service Provider shall keep, and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Services, and any Call-off Contract, in such

	form and details as will clearly identify relevant time changes and costs. 16.2. Pursuant to paragraph 2.2 e. of the Appendix to the Framework Agreement, the Service Provider shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the request for quotations process and/or execution of the Framework Agreement and/or any Call-off Contract. The Service Provider's and its subcontractors attention is drawn to FAP 17 (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).
17. Confidential Information	17.1. The Employer and the Service Provider shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement. 17.2. The obligation of a party under FAP 19. 1 above, shall not apply to information that: (a) the Employer or Service Provider need to share with the Bank or other institution(s) participating in the financing of a Call-off Contract (b) now, or in future, enters the public domain through no fault of that party (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
18. Change to the Framework Agreement	18.1. Any change to this Framework Agreement, including an extension of the Term, must be In Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.
19. Assignment	19.1. The Service Provider shall not assign, in whole or in part, its obligations under this this Framework Agreement and/or Call-off Contracts, without the prior written consent of the Employer.

20. Termination of the Framework Agreement	20.1. The Employer, without prejudice to any other remedy for breach of the Framework Agreement or Call-off Contract, may terminate this Framework Agreement immediately, by notice In Writing to the Service Provider, if: (a) in the judgement of the Employer, the Service Provider has engaged in Fraud and Corruption, or (b) during the Term of the Framework Agreement, the Service Provider ceases to be qualified or eligible, or (c) the Service Provider purports to assign, or otherwise transfer or dispose of this Framework Agreement and/or Call-off Contract, in whole, or in part, without the prior written consent of the Employer, or (d) the Service Provider becomes bankrupt or otherwise insolvent, or (e) the Service Provider fails to perform any other obligation under the Framework Agreement and/or any Call-off Contract. 20.2. The Employer may terminate this Framework Agreement and/or any Call-off Contract, in whole or in part, by notice In Writing sent to the Service Provider, at any time, for its convenience. The notice of termination shall specify that the termination is for the Employer's convenience, the extent to which the performance of the Service Provider under the Framework Agreement is terminated, and the date upon which such termination becomes effective. 20.3. Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts already entered into under this Framework Agreement shall continue in full force and effect. However, no further Call-off Contracts shall be awarded once the Framework Agreement is terminated.
21. Dispute resolution in relation to the Framework Agreement	21.1. In the case of a dispute arising out of, or in connection with this Framework Agreement or Call-off contracts, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute. 21.2. Where parties have exhausted the process described in FAP 21.1, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral, and split the costs of the adjudicator. In

	appointing the adjudicator parties should agree whether or not the adjudicator's decision is to be final and binding. 21.3. Further dispute resolution mechanism for Call-off contracts shall be as specified in the Call-off Contracts.
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Appendix to the Framework Agreement

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;⁴ (ii) to be a nominated⁵ 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 inspect⁶ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

⁴ 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.

⁵ 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.

⁶ 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.

Framework Agreement – Schedules

SCHEDULE 1: Services

[insert the agreed details of services including description of services, method statements, indicative work program and key personnel and subcontractors]

SCHEDULE 2: Activity Schedules

[insert the agreed priced activity schedules]

SCHEDULE 3: Security Forms

Security Forms that may be required under Call-off Contracts

- 1. Performance Security**
- 2. Advance Payment Security**

Performance Security

(Bank Guarantee)

[The bank, as requested by the Service Provider, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Employer]*

Date: *[Insert date of issue]*

Performance Guarantee No.: *[Insert guarantee reference number]*

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

Contract No.: *[insert Employer's reference for the specific Contract]*

We have been informed that _ *[insert name of Service Provider, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into a Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the provision of _ *[insert name of contract and brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ The Guarantor shall insert an amount representing the percentage of the contract Amount denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date specified in the Call-off Contract. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Advance Payment Security Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Employer]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

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

We have been informed that *[insert name of Service Provider, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of the Services]* (hereinafter called “the Contract”).

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*¹ upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Services; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant’s bank]*.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us.

This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

SCHEDULE 4: Secondary Procurement

This Section contains the methods and the criteria that the Procuring Agency shall use to conduct a Secondary Procurement process to select a Service Provider and award a Call-off Contract under this Framework Agreement.

[The Procuring Agency shall select the criteria deemed appropriate for the Secondary Procurement process, using the samples text provided below or other acceptable wording, and delete the text in italics.]

The Secondary Procurement methodology(ies) to be described in this Schedule must be consistent with the Secondary Procurement method(s) set out in the Request for Bids which resulted in the conclusion of the Framework Agreement.]

1. Secondary Procurement method(s)

The Secondary Procurement method that apply to the selection of a Service Provider for the award of a Call-off Contract under this Framework Agreement is:

- (i) competitive quotations through mini competition via Multi-Round Reverse Auction (MRRA)

The procedure for the application of the procurement methods outlined under paragraph 1 above are the following.

1.1 **Competitive quotations (mini-competition)** *[delete if not applicable as per paragraph 1 above]*

The Employer will prepare a Request for Quotation (RFQ) and invite all eligible Service Providers holding a Framework Agreement that includes the Services to be procured under the Call-off contract, to submit competitive quotations.

The RFQ will include:

- (a) the Services to be provided
- (b) delivery location(s)
- (c) delivery date(s) or schedule
- (d) quantity, if applicable
- (e) any applicable principles and modalities of inspection of quality of the Services by the Employer
- (f) the criteria to be applied to the evaluation of quotations
- (g) deadline for submission of quotations
- (h) reference the Call-off Contract Terms and Conditions of provision of services
- (i) request to Service Providers to demonstrate that they continue to be eligible and qualified to provide the Services
- (j) the award criteria, e.g.:

The Employer shall award the Call-off Contract to the Service Provider whose Bid(s) has been determined to be:

substantially responsive to the RFQ; and
the lowest evaluated cost through MRRA.

Multi-Round Reverse Auction (MRRA)

The “call-off contracts” under the framework agreement shall be allocated competitively using a multi-round reverse auction (MRRA) process. The PIU has selected an electronic auction platform (EAP) for this purpose, through a competitive bidding process. The EAP has been subjected to a due diligence process led by World Bank procurement specialists, conducted on February 2-6, 2026 with a follow-up deep dive in August 2026, and found to be strategically fit for purpose and broadly aligned with the WB Procurement Regulations.

The procurement entity shall appoint a technical evaluation committee to oversee the MRRA process. The committee shall activate/start the auction process as scheduled on the EAP. The successful shortlisted bidders shall competitively bid for the subsidy for each designated route.

Each round of the MRRA shall be conducted using a clock-based bidding mechanism, ensuring transparency, fairness, and real-time competition among participating bidders.

In the first round, the bidding amount will start at the MAS and below (i.e. bids below the reserve price set by the MAS). Upon closure of the first round, the lowest submitted subsidy bid shall start off round two, with bids at or below the level of the lowest bid in the previous round. Under the hybrid process proposed, bidders may make multiple successively lower bids for each route in each bidding round, as well as bids in subsequent rounds. This process will iterate up to the point at which there is no more lower bid within the allocated time frame in the final round of a particular lot. At the conclusion of the auction, the bidder proposing the lowest bid amount shall be declared the successful bidder.

Each individual auction round shall be completed within a maximum duration of thirty (30) minutes, and the entire auction phase for all lots shall not exceed five (5) working days.

The procuring entity has already conducted three mock auctions prior to the commencement of the live competitive auctions to enable bidders to familiarise themselves with the process before a competitive auction begins.

EAP General Rules

The Electronic Auction Platform (EAP) operates under a **Hybrid Multi-Round Reverse Auction (MRRA)** format. This combines structured early rounds with a dynamic final round to ensure the government receives the lowest possible subsidy (Value for Money).

- **Lot Activation:** Each Lot (site or link) is triggered at a pre-configured date and time.
- **Auction Format:** Auctions use a **descending clock** format where bidders compete to offer the **Minimum Subsidy**.
- **Starting Price:** Every auction begins at the **Maximum Allowable Subsidy (MAS)**, which is the ceiling price set by the government.
- **Bid Increments:** To ensure meaningful competition, each new bid must be at least **1% lower** than the current leading bid.
- **0 KES (zero) bids are allowed and will be evaluated and ranked in the first round, but eliminated in subsequent rounds. In the event of a zero bid, the bidder will be encouraged to go ahead with the deployment of infrastructure without subsidy. ICTA may choose to select the second lowest non-zero bid in order to meet operational requirements for Government networks.**

2. Phase 1: The Filtering Phase (Rounds 1 and 2)

The first two rounds are designed to quickly lower the subsidy and identify serious contenders.

Round One (Initial Price Drop)

1. **Start:** Begins at the configured **MAS**
2. **Duration:** Fixed at 30 minutes.

3. **Bidding:** Bidders may submit multiple bids.
4. **The \$0 bid: If any bidder submits a bid of 0 KES (Zero Subsidy), it will be evaluated and ranked.**
5. **Transition:** After 30 minutes, the lowest non-zero bid recorded becomes the starting point for Round Two (MAS value).

Round Two (Qualification)

1. **Start:** Begins at the lowest bid from Round One.
2. **Duration:** Fixed at 30 minutes.
3. **Transition:** After 30 minutes, the auction proceeds to the **Dynamic Final Round**.

3. Phase 2: The Discovery Phase (Final Round)

Round Three is the most critical stage. Unlike the first two rounds, it has **no fixed end time** to ensure "Market Exhaustion" (the point where no one can go any lower).

Round Three (Dynamic Final Round)

1. **Start:** Begins at the lowest bid from Round Two.
2. **Initial Time:** Set for 30 minutes.
3. **The "Soft Close" (Auto-Extension):** To prevent "sniping" (waiting for the last second), the clock resets automatically:
 - If any bid is placed within the **final 5 minutes**, the clock automatically resets to **15 minutes**.
 - This process repeats **indefinitely**. The auction only ends when a full extension period passes with **no new bids within the final 5 minutes of the extension period**.
 - The bidder with the lowest bid is declared the winner. In case of a tie, the bidder with the earliest timestamp wins.

4. Exceptional Cases

Case A: No Bids Received

If no bids are received across all three rounds:

1. The Lot is declared **Unsuccessful**.
2. The Evaluation Committee will review the MAS. If the MAS was too low to attract interest, it may be updated.
3. The Lot will be re-scheduled for a **Re-Auction** at a later date.

Case B: Repeated Failure

If no successful bid is received after a second auction attempt:

1. The Lot is declared **Non-Responsive**.
2. The Government may consider **Direct Funding** or alternative procurement methods to ensure the site is connected.

2. Formation of Call-off contract

The Employer shall confirm that the selected Service Provider continues to be qualified and eligible in accordance with Framework Agreement prior to the formation of the Call-off Contract. The Call-off Contract is formed when one of the following conditions are met depending on the method of selection used for the Secondary procurement.

- 2.1 **For competitive quotations through mini-competition via MRRA**, the Call-off contract is formed when: *[select one of the three Options]*

OPTION 1

“the Employer issues, the Letter of Award of Call-off Contract to the successful Service Provider.” *[add if applicable: “Following the formation of contract, through offer and acceptance, the Employer and Service Provider shall sign a Call-off Contract as per the form contained in the Framework Agreement.”]* OR

OPTION 2

“the Employer transmits, to the successful Service Provider, a Call-off Contract for signature and return, and the Call-off Contract is signed by both the Employer and the Service Provider. The date that the Call-off Contract is formed, is the date that the last signature is executed.”

OPTION 3

“the Employer transmits, to the successful Service Provider, a purchase order for the Services and the Service Provider accepts the order.” *(describe how this will happen, e.g. through return email, signed Purchase Order, etc.).*

3. Communicating the award of Call-off Contract

[Describe the process to announce the award of a Call-off Contract e.g.

The Employer shall, at the same time as awarding the contract, communicate the award of the Call-off Contract in the case of:

- a. selection based on competitive quotations (through mini-competition) to all Service Providers invited to submit quotations.

The communication must be by the quickest means possible, e.g. by email, and include, as a minimum, the following information:

- a. the name and address of the successful Service Provider
- b. the Services being procured
- c. the contract price
- d. a statement of the reason(s) the recipient Service Provider was unsuccessful.]

4. Complaint about award of Call-off Contract

An unsuccessful Service Provider may complain about the decision to award a Call-off Contract. In this case the process for making a complaint is as follows: *[describe the complaints process. At a minimum, the process should include the following]:*

- a. the complaint shall be made in writing to the Employer, by the quickest means available, e.g. email
- b. the Employer will address the complaint within a reasonable time
- c. the receipt of a complaint does not prohibit the award of the Call-off Contract, and no standstill period or pause in process shall apply.

Request for Quotation

Secondary Procurement under a Framework Agreement (method: mini-competition)

From:	<i>[Insert Employer's legal name]</i>
Employer's Representative:	<i>[Insert name of Employer's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address:	<i>[Insert Employer's address]</i>
Telephone:	<i>[Insert Representatives telephone number]</i>
Email:	<i>[Insert Representatives email address]</i>

To:	<i>[Insert Service Provider's legal name]</i>
Service Provider's Representative:	<i>[Insert name of Service Provider's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address:	<i>[Insert Service Provider's address]</i>
Telephone:	<i>[Insert Representatives telephone number]</i>
Email:	<i>[Insert Representatives email address]</i>

Framework Agreement (FA):	<i>[Insert short title of FA]</i>
FA Date:	<i>[Insert FA Date]</i>
FA Reference No.	<i>[Insert FA reference]</i>

RFQ Ref No.:	<i>[Insert reference]</i>
RFQ Date:	<i>[Insert date of RFQ]</i>
RFQ issued:	This RFQ has been transmitted by: "post" or "email" or "fax"

Attachments:

Annex 1: Employer's Requirements

Annex 2: Quotation Form

Annex 3: Call-off Contract for provision of Services *[this may be the Call-off Contract Form or another acceptable template]*

Dear *[insert name of Service Provider's Representative]*,

1. Request for Quotation (RFQ)

With reference to above Framework Agreement (FA), you are invited to submit your most competitive Quotation in this Secondary Procurement process. The Quotation is for the provision of the Services described in Annex 1: Employer's Requirements, attached to this RFQ.

2. Price

- (a) Your Quotation must be submitted in the format contained in Annex 2: Service Provider Quotation Form.
- (b) Your Quotation for the Services shall be based on unit rates that are not higher than the corresponding rates established in the Framework Agreement, Schedule 2: Activity Schedules adjusted for any change in Laws and Regulations in accordance with FA Specific Provisions. *[OR use the following text if the unit rates established in the Framework Agreement is subject to a price adjustment: "Your Quotation for the Services shall be based on unit rates that are not higher than the corresponding rates established in the Framework Agreement, Schedule 2: Activity Schedules, adjusted by applying the price adjustment formula and any adjustment for change in Laws and Regulations in accordance with FA Specific Provisions"]*
- (c) The price that you quote shall be fixed and shall not be subject to any further adjustment.
- (d) The Quotation shall be in the same currency(ies) specified in the Framework Agreement, Schedule 2: Activity Schedules.
- (e) The Quotation shall be valid for a period of *[insert number of calendar days]*

3. Clarifications

If you require clarification(s) regarding this RFQ, send your request in writing (email or hard copy *or through e-procurement system* if available) to our above-named Representative before *[insert date and time]*. We shall forward copies of our response to all Service Providers including a description of the inquiry but without identifying its source.

4. Submission of Quotations

Quotations are to be submitted in the form attached in Annex 2: ***[insert method as applicable: e.g. by email, through e-procurement system]*** to the following address; *[Attention: [insert full name of person, if applicable; E-mail address: or link to e-procurement system]*

Offers submitted as email attachments shall be in the form of scanned non- editable images. ***[Include if needed: To facilitate the procurement process, the Procuring Agency may require copies of the same quotations in other formats (such as in Word or Excel)]***

The deadline for submission of Quotations is *[insert time, day, month, year]*. Please inform us within *[insert number of days]* if you do not intend to submit a quotation.

5. Opening of Quotations

Quotations will be opened on *[insert time, day, month, year]* by the Procuring Agency's representatives in the presence of the Service Provider's designated representatives who choose to attend the virtual opening ***[Under the COVID-19 emergency situation, if virtual opening is not feasible, the offers may be opened by the Procuring Agency's representatives]***

only]. Minutes of the opening will be shared with all Service Providers who submitted quotations.

6. Evaluation of Quotations

Quotations will be evaluated item-wise and according to the criteria and methodology described in the Framework Agreement, Schedule 4: Secondary Procurement.

7. At the time of Contract Award, the Service Provider (including each subcontractor proposed by the Service Provider) shall not be subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual Sexual Exploitation and Abuse (SEA) /Sexual Harassment (SH) prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.

In this regard, “**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.

“**Sexual Harassment**” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by contractor’s personnel with other contractor’s, subcontractors’ or employer’s personnel.

8. Contract

Attached, as Annex 3 to this RFQ, is the draft Call-off Contract that will apply to this Secondary Procurement. If successful, you will be required to sign a Call-off Contract on the same, or similar terms. *[Instructions: complete a draft Call-off Contract for this procurement and attach it to this RFQ]*

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

RFQ ANNEX 1.1: Employer's Requirements

[to be completed by the Employer]

A. Schedule of Services

Service	Description of Service	Quantity required	Physical Unit	Place where Services shall be performed	Completion Period of Services
<i>[insert Service No]</i>	<i>[insert description of Services]</i>	<i>[insert quantity of required services]</i>	<i>[insert physical unit]</i>	<i>[insert place where services are to be performed, as applicable]</i>	<i>[insert completion period]</i>

[B. Specify deliverables, as applicable, with description of expected outputs/performance]

[C. Specify milestones, as applicable, against which payments are to be made]

[D. Specify, as applicable, technical specifications and/or service levels and measurement]

[E. Any services and facilities to be provided by the Employer]

RFQ ANNEX 1.2: Schedule of Payments and Reporting Requirements

[to be completed by the Employer]

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state “Not applicable.”

RFQ ANNEX 2: Service Provider Quotation Form

From:	<i>[Insert Service Provider's legal name]</i>
Service Provider's Representative:	<i>[Insert name of Service Provider's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address:	<i>[Insert Service Provider's address]</i>
Email:	<i>[Insert Service Provider's email address]</i>

To:	<i>[Insert Employer's legal name]</i>
Employer's Representative:	<i>[Insert name of Employer's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address:	<i>[Insert Employer's address]</i>

Framework Agreement (FA)	<i>[Insert short title of FA]</i>
FA Reference No.	<i>[Insert Employer's FA reference]</i>
Date of Framework Agreement:	<i>[Insert FA date]</i>

RFQ Ref No.:	<i>[Insert Employer's reference]</i>
Date of Quotation:	<i>[Insert date of Quotation]</i>

Dear *[insert name of Employer's Representative]*

SUBMISSION OF QUOTATION

1. Conformity and no reservations

In response to the above named RFQ we offer to provide the Services, as per this Quotation and in conformity with the RFQ, Delivery and Completion Schedules, Technical Specifications, Drawings, Inspections and Tests. We confirm that we have examined and have no reservations to the RFQ, including the Call-off Contract.

2. Eligibility and conflict of interest

We declare that we continue to be qualified, and meet the eligibility requirements and that we have no conflict of interest. If awarded the Call-off Contract, the Services [that we provide shall be sourced from an eligible country. **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (iii) below and delete the*

others. In case of JV members and/or subcontractors, indicate the status of disqualification by the Bank of each JV member and/or subcontractor].

We, including any of our subcontractors:

- (iv) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (v) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (vi) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.]

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

3. Quotation Price

The total price of our quotation, excluding any unconditional discounts offered in item (g) below is *[insert the total price of the offer in words and figures, indicating the various amounts and the respective currencies]*.

4. Unconditional Discounts

The unconditional discounts offered are: *[Specify the discount offered.]*

The exact method of calculations to determine the net price after application of unconditional discounts is: *[Specify the method that shall be used to apply the discounts]*.

5. Quotation Validity Period

Our Quotation shall be valid for the period specified in RFQ, and it shall remain binding upon us and may be accepted at any time before it expires.

6. Performance Security *[delete if no performance security is required]*

If we are awarded the Call-off Contract, we commit to obtain a Performance Security in accordance with the RFQ.

7. Commissions, gratuities, fees

We have paid, or will pay the following commissions, gratuities, or fees with respect to this Quotation or execution of a Call-off Contract *[If none has been paid or is to be paid, indicate "none."]*

Name of Recipient	Address	Reason	Amount

8. Not Bound to Accept

We understand that you reserve the right to:

- a. accept or reject any Quotation and are not bound to accept the lowest evaluated cost Quotation, or any other Quotation that you may receive, and
- b. annul the RFQ process at any time prior to the award of a Call of Contract without incurring any liability to Service Providers.

9. Fraud and Corruption

We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

On behalf of the Service Provider:

Signature: _____
Name: _____
Title/position: _____
Telephone: _____
Email: _____

Appendix A- Quotation Price

Service No. (1)	Description of Service (2)	Quantity (3)*	Physical Unit (4)	Unit price(5)**	Line Service price (3*5)
Total Quoted Price					

*If applicable, actual quantity of a line item may be replaced by “lump sum”

** in the applicable currencies

Appendix B - Description of the Services

*[Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc. **This must be consistent with the description of Services included in the FA, as updated to address the specifics of the Call-off contract]***

Appendix C - Key Personnel and Subcontractors

[This must be consistent with Key Personnel and Subcontractors included in the FA, as updated to address the specifics of the Call-off contract]

- List under:
- C-1 *Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in the Government's country, and staff-months for each.*
 - C-2 *Same as C-1 for Key foreign Personnel to be assigned to work outside the Government's country.*
 - C-3 *List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 or C-2.*
 - C-4 *Same information as C-1 for Key local Personnel.*

Sample Letter of Award of Call-off Contract

[modify as appropriate]

[use letterhead paper of the Employer]

[date]

To: *[name and address of the Service Provider]*

Subject: **Notification of Award of Call-off Contract No.**

In reference to the Framework Agreement *[insert reference number and date]*

*[For mini-competition, add the following: “and your Quotation *[insert reference number and date]* has been accepted.”]*

please find enclosed herewith the Call-off Contract. You are requested to sign the Call-off contract within *[insert no of days]*.

[Delete if Performance Security is not required: “You are also requested to furnish a Performance Security within *[insert no of days]*, using for that purpose the Performance Security Form attached to the Framework Agreement”]

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Call-off Contract

Call-off Contract for the provision of Services

Framework Agreement (FA):	<i>[insert short title of FA]</i>
FA Date:	<i>[insert FA date]</i>
<i>FA reference number:</i>	<i>[insert FA reference number]</i>
Services:	<i>[short title for type of Services]</i>
The Project Site(s)/ is/are:	<i>[Insert information on the location(s) of the site(s), where applicable]</i>

1. Contract Price

The Contract Price for the provision of Services is as follows

Description	Amounts and currency/ies <i>[insert total amounts from preceding two tables]</i>
Services	
Contract Price:	

2. Contract Documents

The following documents shall be deemed to form and be read and construed as part of this Call-off Contract. This Call-off Contract shall prevail over all other contract documents.

- (a) Letter of Award of Call-off Contract
- (b) RFQ Annex 1.1 Employer's Requirements
- (c) RFQ Annex 1.2: Schedule of Payments and Reporting Requirements
- (d) Service Provider's Quotation, including its appendices (as applicable)
- (e) Addenda No. ____ (if any)
- (f) Call-off Contract- Conditions of Contract

and by reference the following documents:

- (g) Framework Agreement
- (h) Schedule 1: Employer's Requirements *[insert relevant items from schedule 1 as applicable to the Call-off contract such as technical specifications, any drawings, and inspection and tests]*
- (i) *[List any other document]*

- 3. In consideration of the payments to be made by the Employer to the Service Provider as specified in this Call-off Contract, the Service Provider hereby covenants with the Employer

to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Service Provider in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Employer

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

Date: _____

For and on behalf of the Service Provider

Signed: *[insert signature of authorized representative(s) of the Service Provider]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Date: _____

Call-off Contract- Conditions of Contract (CoC)

[Note to the Procuring Agency: In the interest of harmonization and simplification for the Call-off Contract Employer/s, the Procuring Agency (FA) may fill in, to the extent practicable, the information to be filled in in this section and clearly marking specific information that can only/shall be filled in by the Call-off Employer/s.]

The following Call-off Contract Conditions of Contract apply to the Call-off Contract awarded under the Framework Agreement between the Employer and the Service Provider.

1. Services

The Services shall conform to the Employer's requirements specified in RFQ ANNEX 1: Employer's Requirements and any other requirements specified in the Framework Agreement.

2. Payments to the Service provider

The Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services.

Payments will be made to the Service Provider according to the following payment schedule.

- Advance for Mobilization, Materials and Supplies: _____ percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.
- Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators:
 - _____ (indicate milestone and/or percentage) _____
 - _____ (indicate milestone and/or percentage) _____ and
 - _____ (indicate milestone and/or percentage) _____

Should the certification not be provided, or refused in writing by the employer within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.

Payment shall be made within _____ days of receipt of the invoice and relevant documents, and within _____ days in the case of the final payment.

The interest rate for delayed payments is _____.

3. Performance Security

The Service Provider shall provide a performance security for the performance of the Contract, within the period stated in the Letter of Award of Call-off, using for that purpose the Performance Security Form attached to the Framework Agreement.

The amount of the Performance Security shall be: *[insert % of the Contract Price;]*, denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Employer.

The Performance Security shall be discharged by the Employer and returned to the Service Provider not later than fourteen (14) days following the date of Completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise.

4. Taxes and Duties

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

5. Insurance

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as specified below:

- (i) Third Party motor vehicle _____
- (ii) Third Party liability _____
- (iii) Employer's liability and workers' compensation _____
- (iv) Professional liability _____
- (v) Loss or damage to equipment and property.

at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

6. Liquidated Damages and Bonuses

Except as provided for under the Framework Agreement under Force Majeure, if the Service Provider fails to perform the Services within the period specified in the Call-off Contract, the Employer may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages

The liquidated damage shall be *[insert %]* of the price of the delayed Services for each day that the Completion Date is later than the Intended Completion Date.

The maximum amount of liquidated damages shall be *[insert %]* of the Contract Price. Once the maximum is reached, the Employer may terminate the Call-off Contract pursuant to the Framework Agreement provision on Termination.

[Optional]

Bonus payment to the Service Provider shall be *[insert number]* % per day if the Services under the Call-off Contract are successfully completed before the final contractual Completion Date].

7. Modifications to the Call-off Contract

Modifications of the terms and conditions of the Call-off Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Employer and the Service Provider.

8. Dispute Resolution in relation to Call-off Contract

As provided for in the FA provisions, the Employer and the Service Provider shall make every effort to resolve amicably by direct informal negotiation and if needed using an adjudicator, any disagreement or dispute arising between them under or in connection with the Call-off Contract.

If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation and adjudication if used, then either the Employer or the Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this provision shall be finally settled by arbitration. Arbitration may be commenced prior to or after provision of the Services under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified below.

Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Employer shall pay the Service Provider any monies due the Service Provider.

[“ (a) shall be retained in the case of a Contract with a foreign Service Provider and (b) shall be retained in the case of a Contract with a national of the Employer’s Country.”]

[(a) Contract with foreign Service Provider:

[unless the Employer chooses the commercial arbitration rules of another international arbitral institution, the following sample provision should be inserted:]

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

(b) Contracts with Service Provider national of the Employer’s Country:

In the case of a dispute between the Employer and a Service Provider who is a national of the Employer’s Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Employer’s Country.]

9. ***[Note to Employer: Under a Project assessed as high or substantial Sexual Exploitation and Abuse(SEA)/Sexual Harassment (SH) risk and the contract includes on-site activities in the Employer’s country, include the following, as appropriate:***

- 9.1 The Service Provider shall have a code of conduct, and provide appropriate sensitization, for the Service Provider’s personnel carrying out the Services that include, but not limited to, maintaining a safe working environment and not engaging in the following practices:
 - (i) any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Service Provider’s or Employer’s personnel;

- (ii) any form of sexual exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
 - (iii) any form of sexual abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and
 - (iv) any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage.
- 9.2 The Employer may require the Service Provider to remove (or cause to be removed), from the site/s where the Services being executed, a Service Provider's personnel that undertakes behaviors that are not consistent with the code of conduct stated in 9.1. Notwithstanding any requirement from the Employer to replace any such person, the Service Provider shall immediately remove (or cause to be removed) any such person, from the site where the Services are being executed. In either case, the Service Provider shall promptly appoint, as appropriate, a suitable replacement with equivalent skills and experience.]

10. *[Note to Purchaser: The following provision shall be included if the Call-off Contract has been assessed to present potential or actual cyber security risks]*

“The Service Provider, including its Subcontractors/ suppliers/ manufacturers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Call-off Contract. Without limiting the foregoing, the Service Provider, including its Subcontractors/ suppliers/ manufacturers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Call-off Contract.”

Appendices to Call-off Contract

Appendix A - Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.

Appendix B - Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

Appendix C - Key Personnel and Subcontractors

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in the Government’s country, and staff-months for each.*
 - C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside the Government’s country.*
 - C-3 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 or C-2.*
 - C-4 Same information as C-1 for Key local Personnel.*

Appendix D—Breakdown of Contract Price in Foreign Currency(ies)

Appendix E - Breakdown of Contract Price in Local Currency

Appendix F - Services and Facilities Provided by the Employer

SCHEDULE 5: List of Employers (if applicable)

[delete this section if this is a Single-User FA i.e. single Employer FA]

The following agencies are participating as Employers in this Framework Agreement.

#	Name of Employer	Address	Representative
1.	<i>[insert complete name of Lead Procuring Agency/Employer #1] [insert the type of legal entity]</i>	<i>[insert the address of the principal place of business]</i>	Name: Title/position: Phone: Mobile: E-mail:
2.	<i>[insert complete name of Employer #2] [insert the type of legal entity]</i>	<i>[insert the address of the principal place of business]</i>	Name: Title/position: Phone: Mobile: E-mail:
3.	<i>[insert complete name of Employer #3] [insert the type of legal entity]</i>	<i>[insert the address of the principal place of business]</i>	Name: Title/position: Phone: Mobile: E-mail:
4.			

Annex 4: Template for the Form of Tender: Second Envelope (Auction Consent)

FORM OF TENDER: SECOND ENVELOPE (AUCTION CONSENT)

Project Name: Kenya Digital Economy Acceleration Project (KDEAP)

Contract Title: Extending National Backbone and Cross Border Links

RFB Reference No: [Insert Reference]

To: The Chief Executive Officer, ICT Authority (ICTA)

Dear Sir/Madam,

Having examined the Bidding Documents, including the Commercial Transaction Manual (CTM) and the Framework Agreement (FA) provisions, we, the undersigned, hereby submit our Financial Part (Envelope 2) and agree to the following terms for the Secondary Procurement (Call-off) via e-Reverse Auction (e-RA):

1. **Acceptance of Auction Platform:** We confirm that we have received access to the Electronic Auction Platform (EAP) and have participated in the mandatory "Mock Auction" training.
2. **Consent to Hybrid Model:** We expressly agree to the Hybrid Dynamic Auction rules and the specific "Market Exhaustion" logic, including:
 - **Phase 1 (Filtering Rounds):** The use of two structured rounds (Round 1 & 2) with fixed durations of 30 minutes each and pre-configured bidding ranges to establish a competitive market baseline.
 - **Phase 2 (Dynamic Discovery):** The use of a final round (Round 3) with an initial duration of 30 minutes, governed by Auto-Extension (Soft Close) logic.
 - **Extension Logic:** We acknowledge that any valid bid placed within the final five (5) minutes of the final round (or any subsequent extension) will automatically reset the clock to fifteen (15) minutes.
 - **Indefinite Extensions:** We understand that this process will repeat indefinitely until a full five-minute period of extension period passes with no new bids, signifying that the market is fully exhausted.
3. **Binding Nature of Electronic Bids:** We acknowledge that any bid submitted by our authorized users on the EAP is a legally binding offer.
4. **KES0 Subsidy:** We understand that if we submit a KES0 bid, it is not going to be awarded but will be evaluated and ranked in Round 1. If we submit KES 0 bid in Round 2 and subsequent rounds, it will be deemed "non-responsive".

5. **Technical Pre-Condition:** We acknowledge that our participation in the auction is strictly contingent upon our Technical Part (Envelope 1) being evaluated as "Technically Responsive" by ICTA.
6. **Server Timestamp:** We agree that in the event of identical final bids , the winner will be determined solely by the Server-Side Timestamp recorded by the EAP to the microsecond.

Signed on behalf of the Bidder:

Name: _____

Title: _____

Signature: _____

Date: _____

Company Seal: [Optional]