THE INFORMATION AND COMMUNICATIONS TECHNOLOGY AUTHORITY

KENYA DIGITAL ECONOMY ACCELERATION PROJECT ICTA-PROGRAM IMPLEMENTATION UNIT

Name of Assignment: Framework Agreement for Extending National Backbone & Cross Border Links
RFP Reference No.: KE-ICTA-538567-NC-RFB
Loan No./Credit No./Grant No.: IDA 7289-KE and 7290-KE
Country: Kenya
Date:17th October 2026

To: All Interested Bidders

CLARIFICATION FOR REQUEST FOR BIDS DOCUMENT THROUGH CLARIFICATION NO. 1

In accordance with Instructions to Bidders (ITB) 7, the Client has amended the issued RFB Document as shown below:

S/No	Clarification Request	ICTA's Response
1.	If a company is a subsidiary, can it leverage the financial muscle and experience of its parent company without forming a joint venture?	No. In accordance with ITB 30.7, evaluation of bids does not take into consideration qualifications or experience of parent entities or affiliates unless formally included as a JV member.
2.	The term of the Framework agreement is 3 years. Three years is a short period for the company to recoup its investments. Can it be extended to 10 years?	No. Term is 3 years, extendable up to 2 additional years (maximum 5 years total) per BDS ITB 1.2(v) and FAP 2.5 & 2.6. The Framework agreement years is time window for subsidy completion. The Concession period where investment will be recouped is

		lifetime of the infrastructure given at15 years
3.	Instead of being awarded individual "partial links," would it be possible to award an end-to-end link within a defined geographic area?	Call-off contracts awarded route-by-route via MRRA on EAP. Yes. The actual call-off on EAP will have links that are end-to-end, bundled together in economically Viable set.
4.	Can Bumala-Matayos and Makindu-Emaili be included as requirements to complete these segments?	The routes in Annex 1 are for indicative purpose only. Actual routes will be published on EAP during call-offs having bundled economically viable routes the two links proposed will be considered.
5.	Our parent company is registered in Mauritius and possesses established financial resources, technical expertise, and a proven track record in similar projects. As part of our corporate group, we wish to rely on their experience and financial resources to demonstrate our overall capacity. Please note that we are not forming a joint venture, consortium, or bidding partnership with our parent company. Instead, we will remain the sole contracting party and will be fully accountable for fulfilling all contractual obligations under Kenyan law. To support this, we are prepared to provide documentation, including: 1. Evidence of the parent company relationship 2. Audited financial statements 3. Relevant project references 4. A parent company support undertaking or guarantee, as required	No. ITB 30.7 requires parent company to be formal JV member. The JV partners need to meet the requirements as per as per WB procurement regulations and the bid document.

	We kindly request leniency and confirmation that ICTA will accept our parent company's financial resources and project experience to meet the tender qualification requirements without requiring a joint venture.	
6.	**1. Acceptability of a Partnership Agreement** Would ICTA accept a partnership agreement between participating firms as an alternative to a formal Joint Venture agreement, or is a formal JV agreement or Letter of Intent to enter into a JV agreement mandatory under the tender requirements?	No. Formal JV Agreement or Letter of Intent mandatory under ITB 4.1.
7.	**2. Qualification Requirements for JV Members** Must each member of a JV independently satisfy all mandatory qualification requirements specified in the tender, or may certain requirements be assessed collectively at the JV level, taking into account the combined qualifications, experience, financial capacity, technical resources and capabilities of the participating members?	No. Specific requirements are Turnover, experience, liquid assets aggregated across JV members, where Lead JV need to have at least 10%, while others JV Members need to have a combined of at least 25%.
8.	**3. Rationale and Intended Benefits of a JV** If every JV member is required to independently satisfy all mandatory qualification requirements, could ICTA clarify the intended role and benefit of forming a JV under this procurement framework, particularly where the participating firms bring complementary capabilities, experience, financial resources and technical expertise?	JV Allows firms to pool complementary capabilities to meet tender thresholds but not mandatory requirements for each JV member.
9.	Lot 1 experience requires "backbone underground	Confirmed.

	networks **and cross border links**" Please confirm that cross-border experience is not required for Lot 1 bidders.	Cross-border is Lot 2. Lot 1 requires 300km backbone experience.
10.	Audited accounts asked for 5 years (Sec III Technical Part) and 3 years (5.1, Sec VII). Please confirm the number of years of audited accounts required.	3 consecutive years certified audited financial statements required within the last 5 years.
11.	JV lead must meet 10% and other members 25% of criteria – unusual Please confirm these JV percentages and which criteria (a), (b), (e) they apply to, given the list has no item (e). Confirm either of the JV partner must meet the criteria.	The requirement is amended to read 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 (c); ; 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.
12.	Wholesale dark-fibre business ≥ 2 years or Capacity sale and 24/7 NOC > 3 years are listed under firm experience but not in the Sec III compliance tables. Are these pass/fail requirements? What evidence is acceptable (customer contracts, NOC reports)? CA reports? Customer Signoff?	The Compliance table is not a pass/fail requirement. Evidence required is in form of Customer contracts/leases, completion certificates, NOC Evidence data, etc.
13.	Bidder must confirm it has EAP access and attended the mandatory mock auction; BDS 14.2 says the mock auctions were already held. How do bidders that have not yet been given EAP access or attended a mock auction obtain them before 29 Oct 2026? Will a further mock auction be held?	Mock Auctions (Demo) have been held multiple times through various stakeholder sessions; the last demo was held on 13th Oct 2026 during pre-bid meeting. Where firms could not attend, they can request an additional Demo prior to Bid Closure. Mock Auction is a demo to appraise the Bidders on how the Call-offs will be done, no EAP access is required, Bidders must fill the Template in Annex 2 on Call-off Method.

14.	ICTA retains cores “equivalent to the ratio of government contribution through subsidy… and in consideration of the 12.5% compensation on O&M”. Lot 2 instead says “up to 42 cores” with IRU certificates. Please give the formula for ICTA’s reserved cores on a 96-core cable (e.g. at 30% subsidy), explain what the 12.5% O&M compensation is and who pays it, and confirm whether ICTA cores are granted as IRUs and for how long.	For LOT 1 & 2 : ICTA retains cores proportional to subsidy Contribution less 12.5% O&M compensation. ICTA retains to a maximum of 43.5 % (in a 96-core cable , the maximum will be 42 cores) this will apply where GoK Subsidy Contribution exceed 50%. The Cores will be granted for the entire period of Concession.
15.	The O&M / SLA period length is not stated; the FA term is 3 + 2 years and KDEAP closes 31 Oct 2028. How long must the winning bidder operate and maintain each route and the ICTA cores under the SLA (e.g. 10, 15 or 20 years)?	SLA Period of 15 Years.
16.	Annex 1 (Lot 1) lists Nairobi Metro (400 km), Mombasa Metro (300 km) and Nakuru Metro (100 km), but Lot 2 is titled “Cross Border & Metro Links”. Also “Kwanza–Suam border” (#163) , #167, #162, and “Mtito–Voi” (#87, #153) appears twice; item #23 is missing. Please confirm which lot the Kwanza–Suam border routes belong to, remove the duplicates, and confirm the Lot 1 total km.	Lot 1 is National Backbone; Lot 2 is Cross Border & Metro. The routes in Annex 1 are for indicative purpose only and not the final list. Actual routes will be published on EAP during call-offs after shortlisting of firms and contribution to any links of interest is still open for proposal to be included in the missing links if not currently covered.
17.	Annex 1 is a “sample” list? Will the final route list, MAS per route and high-level designs be released before the auction, and how long before? Can a bidder bid for selected routes only?	Yes, published on EAP prior to live MRRA bidding. The Auction will be setup 7 days before Live Bidding, Pre-Qualified bidders will be notified and will be required to confirm participation. Yes, Bidder can chose selected routes to bid, Routes will be bundled in a LOT.

18.	ICTA design “for guidance”; the bidder may optimise “without additional cost arrangements”. What change limits apply (route length, core count, underground vs aerial share) before ICTA approval is needed? Is aerial (ADSS) acceptable on backbone routes, and in what proportion?	Design Change and Optimization allowed if start/end points, 96-core, standards met at no extra cost. ADSS acceptable where approved.
19.	Minimum 96-core cable. Is fibre type G.652.D mandatory (Sec III 5.e also refers to G.657)? Will offering 144 cores, or extra duct, be credited in Criterion 1 scoring?	The minimum requirement is ITU-T G.652.D, 96 core. Offering 144 Cores is not a scoring criterion and should be determined by the bidder at his costing stage.
20.	OFDS upload required. Please confirm the OFDS version / data schema, the CA portal used, and the deadline after commissioning.	OFDS Schema is available in CA portal . uploaded is required prior to Commissioning and payment for the last milestone
21.	Implementation is “nine months from contract signing”, while C3-A scores 6 months as “significantly in excess”. Way-leaves and NEMA licensing are inside the 9 months. Does the 6/8/9-month schedule refer to the call-off contract for one route? Is time lost to delayed way-leave or NEMA approvals by public bodies excluded from the bidder’s schedule? Will ICTA support/expressly acquire way-leave applications (KeNHA, KURA, KeRRA, county governments) for this project, and reassign to the bidder?	Applies per route call-off (9 mo Lot 1, 6 mo Lot 2). ICTA will obtain NEMA certificate in relation to ESIA for the specific routes/links. Handling of the wayleave is currently in progress and will be confirmed link by link and where not provided will be costed.
22.	ICTA names a supervision consultant (“Viscar / RIS”). Please confirm the supervision consultant’s Time	The supervision will be continuous through the project period with milestones based I&A as per FA

	schedule in inspection and acceptance, and the turnaround time for inspections.	
23.	Utility-corridor owners may be subcontractors but not JV partners. Can the same utility owner (e.g. KPLC, KETRACO) be a named subcontractor to several bidders? Is its consent letter required at bid stage?	Yes. Utility owners (KPLC, KETRACO) may be non-exclusive subcontractors for multiple bidders.
24.	Financial Part shows one line per km (9 months) plus separate underground / overhead and materials schedules (VAT inclusive). BDS 14.2 says prices in Sec VII are "indicative". Exactly which schedules must Lot 1 bidders' price in the financial envelope: the single per-km line, the per-core underground/overhead table, the materials schedule, or all three? Is VAT included?	Prices included on Section IV & VII are indicative only. All Schedules are required to be filled and place in the financial envelope Priced Activity Schedules are inclusive of VAT.
25.	KES 0 subsidy bid is ranked in Round 1 but not awarded. Please explain why a KES 0 bid is not awarded and how it affects Round 2's opening level.	Zero (0) Bid is Ranked in Round 1, not eligible in Round 2. KES 0 bid in round 1 may proceed to deploy ; The second lowest non-zero bid proceeds to Round 2 as maximum baseline subsidy
26.	Commercial Transaction Manual is referenced by URL. Please confirm the version of the CTM that forms part of the RFB, and attach it as an addendum.	Final CTM on KDEAP portal forms part of RFB governing MRRA auction rules. If you are not able to access, make email request to provided email on the tender document.
27.	Subsidy is 1–50% of CAPEX; the winner co-finances the rest. Are way-leave fees, NEMA, design, costs included in the subsidy calculations?	Yes, MAS covers eligible CAPEX (design, civil works, fiber, and wayleaves where applicable). Winner co-finances rest.
28.	Ownership of the infrastructure after expiry of the 5 years is not stated.	Confirmed. Winning bidder Co-own the infrastructure jointly with ICTA as per ratio of Contribution and commercializes under open access for 15 Years. Residue value of Infrastructure reverts to

	Please confirm that the bidder owns the route (excluding ICTA's reserved cores) and may lease capacity commercially under open-access rules, and what wholesale price regulation applies.	ICTA on end of Concession period. Market rate applies for commercialization.
29.	Please confirm the eligibility of a three-member JV , and specify whether all three entities may be named as JV members for both Lot 1 and Lot 2.	Yes, maximum 3 members allowed in JV under BDS ITB 4.1 for both Lot 1 and Lot 2.
30.	Please clarify which qualification requirements may be aggregated across JV members and which must be met individually, by the lead member, or by at least one member, including the applicable lead-member and other-member minimum contribution thresholds for a two- or three-member JV.	The reuirementThe 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 ply with this requirement will result in rejection of the joint venture's Bid.
31.	Under ITB 30.7, can the experience, financial capacity, personnel, licenses and other qualifications of a parent or affiliate be considered where that legal entity is formally included as a JV member? Please specify acceptable evidence of the parent-subsidiary relationship.	Yes, if parent company is formally a named JV member executing the JV Agreement.
32.	Please confirm whether bidder may act as the lead member while relying on the experience, audited accounts, technical resources and financial support of the other named JV members, and clarify the lead member's execution, payment and liability responsibilities.	Yes, if JV lead partner is meeting at least 10% criteria, holding POA, and executing contract/payments as member in charge. JV agreement is supposed to outline the Members Governance framework.
33.	For a JV bid, may the duly authorized JV representative sign the Letter of Bid, technical and financial forms, price schedules and page initials on behalf of all members under their powers of attorney, without every member signing and stamping each individual bid	Yes, in accordance to ITB 4.1 requirements nominated representative with valid POAs signs Letter of Bid and forms on behalf of JV.

	document? Please identify documents that each member must separately execute.	
34.	Please confirm the full corporate, eligibility, tax-compliance, beneficial-ownership and other supporting documents required from each JV member, and whether foreign documents require certified true copies, notarization, apostille or consular legalization.	Comply with (ITB 10.1) requirements
35.	Please confirm whether Chinese-language supporting documents may be submitted with English translations, whether translations must be notarized or certified by a qualified translator or issuing company, and whether the Chinese originals must also be submitted.	Comply with (ITB 10.1) requirements.
36.	For lengthy audited financial statements, project contracts and completion records, may bidders translate only relevant sections with a translation declaration, or is a complete English translation required? Please confirm whether original Chinese seals and signatures may remain on source documents.	Comply with (ITB 10.1) requirements
37.	Please confirm the minimum NFP licence applicable to each lot, whether a foreign bidder may rely on an equivalent international authorization with a commitment to obtain a Kenyan licence, and the latest stage by which the Kenyan licence must be effective.	Lot 1 requires minimum of CA Tier 3 NFP; Lot 2 requires CA Tier 2 NFP. Yes. Kenyan & Foreign bidders may submit proof of license application alongside existing international authorization & commitment letter. The NFP license Must be submitted before signing of the framework contract. Failure to submit the license at contracting the firm will be disqualified

38.	Where a Kenyan NFP licence or other local registration/permit is under application and may not be issued by the bid deadline, may the bidder submit proof of application and obtain the licence before framework or call-off contract execution? Please distinguish mandatory Kenyan licences from qualifications for which foreign equivalents may be accepted.	Yes. Kenyan & Foreign bidders may submit proof of license application alongside existing international authorization & commitment letter. The NFP license Must be submitted before signing of the framework contract. Failure to submit the license at contracting the firm will be disqualified
39.	Please confirm whether one JV member holding the required NFP licence is sufficient for the JV, or whether the lead member or every implementing member must hold it. Please also identify any other mandatory local registrations, tax certificates or regulatory approvals and their required timing.	JV member designated for network deployment holds required NFP license
40.	Please confirm which fibre projects qualify as relevant experience, including backbone, cross-border, metro, passive infrastructure, design, construction, commissioning, operation and maintenance, and dark-fibre/capacity wholesale or leasing experience.	Terrestrial backbone, metro, cross-border, and passive fiber rollout contracts completed or >= 70% complete in last 5 years.
41.	Please reconcile the similar-contract lookback period and completion requirements, including whether contracts at least 70% complete may qualify, whether completion/acceptance certificates are mandatory, and whether each of the required similar contracts must independently meet the stated minimum value.	At least 2 similar contracts valued at >= KES 200M each, >= 70% complete in last 5 years.
42.	Please confirm whether bidders must submit three or five years of audited financial statements, which JV members must provide them, and whether foreign audited accounts and their English translations require any additional certification.	3 consecutive years of certified audited financial statements required within the last 5 years.

43.	Please clarify how liquid assets, credit facilities, bank lines and parent-company support may be evidenced and aggregated across JV members, including whether an enforceable parent support undertaking or a member's credit facility may count toward the financial-capacity threshold.	Aggregated across JV members (KES 250M Lot 1, KES 200M Lot 2) via bank letters or credit facilities.
44.	Please clarify whether personnel may be provided across JV members, whether Chinese or other foreign personnel and overseas professional certifications are acceptable, and when work permits or local professional registrations must be obtained.	Personnel across JV members from International certifications & foreign degrees accepted; local registration finalized prior to site work.
45.	Please confirm the controlling technical evaluation criteria and subweights where the BDS and Section III tables differ, whether the technical criteria total 100 points internally, the 70-point technical pass mark, and how the technical score is weighted in the combined evaluation.	Rated criteria: Specified Performance (52%), Company Profile (30%), Implementation & Staffing (18%). Pass mark 70%. Technical = 80%
46.	Please confirm the combined-score formula, including the exact meaning and calculation of C and Clow, the role of the Primary Procurement Priced Activity Schedule, and whether framework-panel places are ranked using the stated 80/20 technical-financial weighting before route-specific MRRA.	These are indicative prices only The formulae is 80% Technical, 20% Financial (B = Clow/C * 20 + T/Thigh * 80). For evaluation purpose only and actual subsidy bids is what will be awarded.
47.	Please provide the common quantities, route basket, assumptions, aggregation method and worked example used to compare primary financial bids, and reconcile ITB 32–36 with BDS 14.2 and Schedule 4 to identify which financial provisions apply at primary procurement and which apply at call-off/MRRA stage.	Primary procurement evaluates technical responsiveness & activity schedules for FA panel; Call-offs awarded via MRRA on EAP.
48.	Please issue the completed FAP 8 price-adjustment provisions, including the selected option, adjustment period, indices, coefficients, base date and a worked	Call-off contract prices established during MRRA bidding remain fixed for contract duration.

	calculation, or confirm that price adjustment does not apply.	
49.	Please reconcile all provisions governing zero-KES bids in each MRRA round and confirm whether ICTA may bypass a zero bid in favour of a positive-subsidy bid, and how the final subsidy and route-specific prices are determined and recorded.	Zero (0) Bid is Ranked in Round 1, not eligible in Round 2. Winner by zero (0) bid in round 1 deploys without ICTA involvement; ICTA selects lowest non-zero bid for Round 2 as maximum baseline subsidy
50.	Please provide the definitive formula linking the Maximum Allowable Subsidy (MAS), the subsidy percentage, matching investment and the number of dark-fibre cores reserved by ICTA, including the stated 12.5% O&M compensation and a worked example for each lot.	Subsidy covers Eligible Expenditure. Cores reserved for ICTA based on subsidy ratio relative to MAS less 12.5% of GoK cores for O&M compensation.
51.	For Lot 2, please provide the allocation curve or formula between zero subsidy and the maximum of 42 ICTA-reserved cores at full MAS, and confirm whether the final reserved-core quantity is recalculated after MRRA based on the winning subsidy.	ICTA retains to a maximum of 43.5 % (in a 96 core cable , the maximum will be 42 cores) this will apply where GoK Subsidy Contribution exceed 50%. The Cores will be granted as IRUs for the entire period of Concession.
52.	Please confirm the eligible-expenditure categories, treatment of taxes, land/wayleave, civil works, ducts, fibre, equipment, design, project management and O&M, and provide the applicable expenditure template and supporting-document requirements before bidding.	All expenses related to passive infrastructure roll out are eligible. For shortlisted firms that will progress to participate in the MRRA, link specific BOQ will be provided at that stage.
53.	Please clarify reporting requirements for government subsidy and matching investment, including report templates, frequency, audit scope, auditor qualifications, record-retention period and whether reporting or audit approval is a condition precedent to each milestone payment.	Quarterly financial reports, certified invoices, and CA OFDS map uploads required for milestone disbursements.

54.	Please confirm whether the 20% payment at signing is an advance payment, what deliverables trigger it, whether advance-payment security is required, and the precise acceptance evidence and payment triggers for the 60% partial-acceptance and 20% final-acceptance payments.	Advance mobilization disbursement released upon call-off signing against Advance Payment Bank Guarantee. Other Milestone triggers are percentage of Completion Certificates.
55.	Please specify the deadline for ICTA to pay valid invoices, the interest rate and calculation method for delayed payments, and the process for deemed certification where ICTA does not issue an acceptance certificate or written rejection within the prescribed period.	Certified invoices payable within 60 calendar days. Delayed interest applies per Call-off Contract Conditions.
56.	Please confirm the bidder's rights and relief where government payments, route access, permits, wayleaves, approvals or ICTA-provided information are delayed, including extension of time, suspension, relief from liquidated damages/SLA penalties and protection against claw-back.	Extension of Time (EOT) granted without penalties for factors deemed beyond Bidders' ability.
57.	Please define all claw-back triggers, the defect/cure period, notice and dispute process, calculation methodology, recoverable amount and recovery methods; clarify whether claw-back is limited to the government contribution attributable to the breach or may include the full disbursed amount or infrastructure assets.	Delay > 18 months, uncorrected SLA breaches, or insolvency trigger progressive claw-back up to 100%. 30-day cure period applies.
58.	Please clarify whether claw-back may be imposed in addition to liquidated damages, SLA penalties, performance-security claims or other remedies, and confirm whether an aggregate liability cap and safeguards against double recovery will apply.	Liquidated damages (capped at 10%) govern execution delays; claw-back applies to public subsidy recovery for fundamental default.

59.	Please clarify whether post-acceptance SLA underperformance can trigger recovery of capital subsidy, the applicable measurement period and thresholds, treatment of force majeure and government-caused outages, and whether a cure period must be exhausted before claw-back or asset reallocation.	Uptime < 99.5% or MTTR > 48h triggers penalty deductions. Persistent multi-quarter breach triggers subsidy claw-back.
60.	Please confirm the precise legal and commercial protections for a route awarded to and built by the winning bidder, including whether ICTA or other public/private entities may fund or authorize an overlapping competing route during the contract or agreed protection period, and the remedies if duplicate construction occurs.	Winning bidder commercializes deployed fiber under open access; ICTA dark fiber reserved for public sector use.
61.	If another route or network is planned in the same corridor after award, will ICTA be required to notify and consult the winning bidder in advance and provide coordination, cost-sharing or compensation where the new build materially undermines the awarded route's commercial viability?	ICTA will not undertake to do another investment on the same route, other investments done by other entities outside the project as per existing regulatory framework.
62.	Please confirm that ICTA-reserved dark fibre is restricted to non-commercial public-sector use and may not be directly or indirectly leased, sold, exchanged, resold, assigned, made available at below-market rates or otherwise used to compete with the winning bidder in the commercial market.	ICTA assigned cores will be used for public sector use.
63.	Please identify which government/public entities may use ICTA-reserved fibres and whether any capacity exchange, IRU, wholesale sale, commercial lease or third-party access is permitted. If any such use is allowed, please specify the limits and safeguards against commercial competition with the winning bidder.	All public institutions requiring government connectivity plans including related agencies.

64.	Please clarify the Open Access obligations, including transparent and non-discriminatory access, commercial terms, pricing principles and safeguards against below-cost or preferential access that would undermine the winning bidder's commercial operation.	Winning bidder bound by CA Open Access license conditions to provide wholesale dark fiber/capacity on transparent, non-discriminatory terms.
65.	Please provide the latest route plans and project data before MRRA, including A-end/B-end coordinates, GIS/KML/KMZ files, route lengths, existing fibre and duct infrastructure, redundancy requirements, wayleave/road/rail/utility constraints, existing operators and any planned overlapping networks.	A-end/B-end coordinates, indicative route GIS/KMZ files, and corridor constraints shall be uploaded to EAP prior to MRRA, with at least 7 days in advance of Live MRRA.
66.	Please confirm whether Lot 2's maximum compliant implementation period is six months and reconcile the reference to a four-month contractual timeframe and any generic scoring scale suggesting eight or nine months; identify the controlling deadline and consequences of a longer proposal.	Maximum implementation period for Lot 2 is six (6) months from contract signing.
67.	Please reconcile the required number of NOC operators and optical installation technicians across qualification and technical-adequacy tables, including whether two or five NOC operators and three or five technicians are required for each lot.	3 PMs, 2 Network Planners, 2 Civil Engineers, 5 Optical Technicians, 2 NOC Operators, 3 ESG Specialists.
68.	Please clarify the Lot 2 turnover and similar-contract criteria, including the applicable lookback period and whether the criteria differ between minimum qualification and rated company-profile scoring.	Turnover >= KES 200M in last 3 years; 2 similar contracts >= KES 200M each in last 5 years.
69.	Please confirm whether passive-infrastructure owners may participate as subcontractors in multiple bids, what agreements/authorizations must be submitted, and how subcontractor participation interacts with the one-bid-per-bidder rule.	Confirmed. Owners of passive utility infrastructure (KPLC, KETRACO) may be non-exclusive subcontractors across multiple bids.

70.	Please confirm whether the one-bid-per-bidder rule applies separately to each lot, allowing the same entity to participate in distinct Lot 1 and Lot 2 bids, and how panel overflow is resolved against the maximum panel sizes of 20 providers for Lot 1 and eight for Lot 2.	One-bid-per-bidder applies per lot. A firm/JV may submit separate bids for Lot 1 and Lot 2.
71.	Please confirm the required bid-submission package: one original, one hard copy and one USB soft copy; the envelope labels and sealing arrangement; acceptable file formats and folder structure; and whether editable Excel versions of the Priced Activity Schedule are required.	1 Original Hard Copy, 1 Duplicate Hard Copy, 1 Soft Copy on USB flash drive in separate sealed Technical and Financial envelopes. All financial information and flash drive should be placed in the Financial envelope
72.	Please confirm the form and timing of performance security, liquidated damages, insurance, defects liability, dispute resolution and other call-off contractual terms, and provide the completed draft Call-off Contract and Commercial Transaction Manual before bidders finalize their bids.	Draft Framework Agreement, Call-off Contract, SLA, and security forms set out in Part 4 of RFB.
73.	Please confirm whether the same JV may bid for both lots, whether qualification and evaluation will be conducted independently by lot, and whether a bidder may be awarded framework-panel places in both lots.	Yes. Same JV may bid for and be awarded framework panel positions in both Lot 1 and Lot 2.
74.	Please provide a consolidated precedence schedule identifying the controlling clause where the RFB, BDS, Section III qualification tables, Schedule 4, FAP 8, SLA and draft Call-off Contract contain inconsistent or incomplete requirements.	BDS prevails over ITB; Call-off Contract Conditions of Contract (CoC) prevail over general framework provisions for call-offs.
75.	• For the National Backbone Links Distance Indicated , are they for **Protected** Dark fibre Routes or Unprotected • Can the client Advice on the County HQ , Subcounty HQ , Major Town Datacentres and Service Hubs **GPS Coordinates** for	Terrestrial fiber links; Layer 1 dark fiber; active equipment eg DWDM is not required in this scope; B-end connects to border point.

	Verification of the Distance and Creation of KMZ files as per requirement. • Does ICTA expect the Monitoring and Support to be done from their Offices ? Dark Fibres are purely Layer 1 and Monitoring can only be done while at Site • Does ICTA already have DWDM at the mentioned Sites . • Is there an expectation that the Service Provider will provide DWDM devices (if the answer to above is No.) • For the Crossborder Links, is the expectation that the service provider will handle B-End of the connection in the neighboring Country ?	
76.	**Direct Selection under Framework Agreement Provisions No. 4.2(ii) – Service Provider Obligations. "*The Service Provider shall respond to a request from an Employer for quotation or direct contracting within the period specified in that request by (ii) accepting award of contract in case of direct selection*"** Kindly clarify the course of action where a service provider is awarded a contract through direct selection for a route that is not commercially viable or is otherwise not feasible for the provider to pursue.	Direct Selection not applicable, MRRA is the default call-off Method.
77.	**Project Closure and Commissioning – Deliverables; Dark Fibre Allocation to ICTA pg 116** The tender documentation references the allocation of dark fibre to ICTA. Kindly confirm whether the	Handover is exclusively passive dark fiber (with IRU certificates). Winning bidder operates fiber; ICTA/Government lights reserved cores.

	handover will be exclusively in the form of dark fibre and indicate which party will be responsible for lighting the fibre, traffic loading, and customer onboarding on the deployed infrastructure.	
78.	**Design Submission and Validation Framework** Will there be a Centralized tool for the designs input for the routes in auction? Also confirm if there is a Design Validation framework to avoid duplication of existing Infra on the routes **Capacity Delivery Scope** Kindly clarify whether there is a scope consideration to capacity delivery on the routes vs the proposed framework	Designs validated to eliminate duplication. Exit and termination governed by FAP 20 provisions.
79.	**Exit Clause Provisions** Kindly provide clarification on the definition and application of the exit clause for service providers under this agreement.	No. In accordance with ITB 30.7, evaluation of bids does not take into consideration qualifications or experience of parent entities or affiliates unless formally included as a JV member.

This Clarification No. 1 forms part of the issued RFB document. All other terms and conditions of the issued RFB remain unchanged.

Jessy K. Maruti
Chief Executive Officer
ICT AUTHORITY