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Government of Kenya

Request for Bids

Framework Agreement(s)
Non-Consulting

(Primary Procurement, Two-Envelope Bidding Process)

Procurement of:
Framework Agreement for Provision of Broadband Internet Capacity to Selected Government Sites in Rural Areas

Contract No: KE-ICTA-478571-NC-RFB

Project: Kenya Digital Economy Acceleration Project (KDEAP)

Employer: The Information and Communications Technology Authority

Country: Kenya

Issued: 19th August 2025

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

Table of Contents

PART 1 – Bidding Procedures 3

Section I - Instructions to Bidders (ITB) *5*

Section II - Bid Data Sheet (BDS) *39*

Section III - Evaluation and Qualification Criteria *47*

Section IV - Bid Forms *60*

Section V - Eligible Countries *87*

Section VI - Fraud and Corruption *89*

PART 2 – Procuring Agency's Requirements 91

Section VII – Procuring Agency's Requirements *92*

PART 3 – Procuring Agency Forms 99

PART 4 – Framework Agreement 106

PART 1 – Bidding Procedures

Section I - Instructions to Bidders (ITB)

Contents

A. General 8
1 Scope of Bid 8
2 Source of Funds 10
3 Fraud and Corruption 11
4 Eligible Bidders 11
5 Qualification of the Bidder 15
B. Contents of the RFB Document 16
6 Sections of Bidding Document 16
7 Clarification of Bidding Document 17
8 Amendment of Bidding Document 17
C. Preparation of Bids 17
9 Cost of Bidding 17
10 Language of Bid 18
11 Documents Comprising the Bid 18
12 Letters of Bid 19
13 Alternative Bids 19
14 Bid Prices and Discounts 19
15 Currencies of Bid and Payment 20
16 Documents Establishing the Eligibility and Conformity of Services 20
17 Documents Establishing the Eligibility and Qualifications of the Bidder 21
18 Period of Validity of Bids 21
19 No Bid Security or Bid Securing Declaration 22
20 Format and Signing of Bid 22
D. Submission of Bids 23
21 Sealing and Marking of Bids 23
22 Deadline for Submission of Bids 23
23 Late Bids 24
24 Withdrawal, Substitution, and Modification of Bids 24

E. Public Opening of Technical Parts of Bids 25
25 Bid Opening 25
F. Evaluation of Bids – General Provisions 26
26 Confidentiality 26
27 Clarification of Bids 27
28 Deviations, Reservations, and Omissions 27
29 Nonconformities, Errors and Omissions 28
G. Evaluation of Technical Parts of Bids 28
30 Evaluation of Technical Part 28
H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts of Bids 30
31 Notification of Evaluation of Technical Parts and Public Opening of Financial Parts 30
I. Evaluation of Financial Parts of Bids 32
32 Evaluation of Financial Parts 32
33 Correction of Arithmetic Errors 33
34 Conversion to Single Currency 33
35 Margin of Preference 33
J. Evaluation of Combined Technical and Financial Parts and Notification of Intention to Conclude A Framework Agreement 33
36 Evaluation of combined Technical and Financial Parts 33
37 Procuring Agency's Right to Accept Any Bid, and to Reject Any or All Bids 34
38 Standstill Period 34
39 Notification of Intention to Conclude a Framework Agreement 34
K. Conclusion of a Framework Agreement 35
40 Framework Agreement Criteria 35
41 Notification to Conclude a Framework Agreement 35
42 No Obligation to Purchase 35
43 Non-exclusivity 35
44 Debriefing by the Procuring Agency 35
45 Signing the Framework Agreement 36
46 Publication of the Conclusion of Framework Agreement Notice 36
47 Procurement Related Complaint 37
L. Secondary Procurement Process for awarding a Call-off Contract 37

48 Method and criteria for award of Call-off Contract 37

49 Adjustment to the Bid prices 37

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.

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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 e 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

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 3, 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*** **(ICT 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 name of the RFB is: **Framework Agreement for Provision of Broadband Internet Capacity to Selected Government Sites in Rural Areas**
ITB 1.2 ***(l) or (t)***	This Primary Procurement will conclude a **Single-User Framework Agreement**
ITB 1.2 (p)	The Employer(s) that are permitted to purchase under the Framework Agreement "is": **for a Single-User Framework Agreement** Single user legal name and address: **THE INFORMATION AND COMMUNICATIONS TECHNOLOGY AUTHORITY** **P.O BOX 27150-00100** **NAIROBI, Kenya**
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 (2)</u> The Procuring Agency intends to conclude a Framework Agreements with a minimum number of Bidders for each item for each range of Call-off quantities. The minimum number is Two (2) <u>Framework Agreement panel – maximum number (10)</u> The Purchasing Agency, will conclude Framework Agreements **for each item** or **for each range of Call-off quantities.** Up to a maximum number of (10) qualified bidders with substantially responsive bids.

	The maximum number of Bidders that the Procuring Agency may conclude Framework Agreements with is Ten
1.2 (v)	**Term of Framework Agreement** The Framework Agreement shall be for a Term of **Three (3) years.** Note: the initial Term will be for 3 years from the commencement date stated in the Framework Agreement. The initial term may be extended by a maximum of two additional years based on performance.
ITB 2.1	The Borrower is: **The Information and Communications Technology Authority** Loan or Financing Agreement amount: **390 Million US$ equivalent** The name of the Project is: **Kenya Digital Acceleration Development Project (KDEAP)**
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: **P.O. Box 27150** Floor/ Room number: **12th Floor, Telposta Towers, P.O, Kenyatta Avenue** City: **Nairobi** ZIP Code: **00100** Country: **Kenya** Telephone: **(+254) 20 667 6999** Facsimile number: *N/A* Email address: procurement@ict.go.ke Requests for clarification should be received by the Purchaser no later than: **14 days** Web page: **www.icta.go.ke**

	C. Preparation of Bids
ITB 10.1	The **language of the Bid** is **English.** All correspondence shall be in **English** language. 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)* Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources). *ii)* Code of Conduct for Service Provider's Personnel *iii)* Registration compliance with the Communication Authority of Kenya. *iv)* Reseller Authorization
ITB 14.2	*Option 2- Multi- Service Provider FA* The price to be quoted in the Letter of Bid in accordance with **ITB 12.1** shall be (i) the unit bid price/s for the specified service item/s against the estimated quantities over the FA period or (ii) the unit bid prices for the specified service item/s against the range of Call-off quantities, as specified in the Priced Activity Schedule.
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.
ITB 18.1	The Bid shall be valid until: **31st January 2026**
ITB 18.3(a)	Where the Bid validity period is extended, the Bid prices shall be adjusted (to determine the FA prices) by the following factor(s): **Not Applicable**
ITB 20.3	The written confirmation of **authorization to sign** on behalf of the Bidder shall consist of **Duly filled and signed 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 and one (1) soft copy in PDF format in a USB drive.** **Bidders *"shall not"* have the option of submitting their Bids electronically**

ITB 22.1	For Bid submission purposes only, the Procuring Agency's address is: The Information and Communications Technology Authority Attention: **Chief Executive Officer** Street Address: **Kenyatta Avenue** Floor/ Room number: **Telposta Towers 12th Floor** City: **Nairobi** ZIP/Postal Code: **00100** Country: **Kenya** **The deadline for Bid submission is:** Date: **1st October 2025** Time: **1000 Hours E.A.T** Bidders **shall not** have the option of submitting their Bids electronically.
E. Public Opening of Technical Parts of Bids	
ITB 25.1	The **Bid opening** shall take place at: Street Address: **Kenyatta Avenue** Floor/ Room number: **Telposta Towers, 12th Floor, GPO** City: **Nairobi** Country: **Kenya** Date: **1st October 2025** Time: **1000 Hours E.A.T** The **electronic Bid opening** procedures shall be: **N/A**
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: ***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 requirements -52%**	**52%**
Technical solution that meets all the performace requirements as specified in Section VII. *Gets 100% of the assigned pts.*	
Technical solution that has required feature present with deficiencies such as insufficient or information that lacks clarity as specified in Section VII. *Gets 50% of the assigned pts.*	
Technical Solution that the required feature is absent or no relevant information to demonstrate how the requirement is met as specified in Section VII. *Gets 0% of the assigned pts*	
Criterion 2: **Company Profile-30%**	**30%**
• *Company profile that demostrates experience of completed at least two (2) similar assignments of similar magnitude during the last 3 years. Has annual volume of Services any of the last three years of KES 100,000,000.* Has *minimum amount of liquid assets and/or credit facilities net of at least KES.100,000,000.00. Gets 100% of the assigned pts*	
• *Company profile that demostrates experience of completed one (1) similar assignments of similar magnitude during the last 3 years. His annual volume of Services any of the last three years is at least 50% of KES 100,000,000* . His *minimum amount of liquid assets and/or credit facilities net is at least 50% of*	

	KES.100,000,000.00. Gets 50% of the assigned pts	
	• *Company profile that demostrate experience of no completed assignments of similar magnitude during the last 3 years. His annual volume of Services any of the last three years is below 50% of KES 100,000,000* . His *minimum amount of liquid assets and/or credit facilities net is below 50% of KES.100,000,000.00. Gets 0% of the assigned pts.*	
	Criterion 3: **Proposed Project Implementation Approach & Staffing-18%**	**18%**
	Sub-criterion 1 *- Project Implementation Approach -8 pts*	
	• *The project Implementation Approach has clear description project implementation plan and delivery schedule with detailed activities with details of change control, Risk management , Team compostion & Roles , issues resolution and quality management procedures. Get 100% of the assigned pts.* • *The project Implementation Approach has deficiencies (such as insufficient or information that lacks clarity) on description project implementation plan & delivery schedule with detailed activities with details of change control, Risk management , Team compostion & Roles , issues resolution and quality management procedures. Get 50% of the assigned pts.*	
	• *The project Implementation Approach is absent or no relevant information to demonstrate how the requirement is met on description project implementation plan & delivery schedule with detailed activities with details of change control, Risk management , Team compostion & Roles ,*	

issues resolution and quality management procedures. Get 0% of the assigned pts.	
***Sub-criterion 2**-Key Personnel Team-10pts*	
• *The indicated required professionals (Page 45 -47) above are adequate in number with all qualifications & exprience required , there is sufficient information to demonstrate how they are met - Get 100% of the assigned pts*	
• *The indicated required professionals (Page 45 -47) above are not adequate in number with all qualifications & exprience required , there is deficiencies (such as insufficient or information that lacks clarity) to demonstrate how the requirement is me- Get 50% of the assigned pts.*	
• *The indicated required professionals (Page 45 -47) above are not adequate in number with all qualifications & exprience required , there is absent or no relevant information to demonstrate how the requirement is met - Get 0% of the assigned pts.*	
Total score 100%	
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.
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 **Submission Date**
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: **50**
K. Conclusion a Framework Agreement	
ITB 45	**Signing the Framework Agreement** The Bidder shall sign, date and return the Framework Agreement within **28** *days* ***(Twenty Eight*** 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: Zilpher Owiti, OGW** **Title/position: Ag. Chief Executive Officer** **Procuring Agency: Information and Communication, Technology Authority** **Email address***:* info@ict.go.ke / procurement@ict.go.ke 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.

Contents

TECHNICAL PART 48

1. Qualification Criteria 48

2. Technical Evaluation (ITB 30.9) 52

FINANCIAL PART 58

Combined Evaluation 58

Criteria to conclude a Framework Agreement(s) (ITB 40) 58

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)**.**

(l) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources).

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.

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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 the successful Bidder in any of the last three years shall be: **KES 100 million**
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 two (2) similar assignments of similar magnitude. This should be verified by submission of copies of completed contracts and acceptance certificate issued with the Employer/Client. • 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 One Hundred Million (KES.100,000,000.00)**
Subcontractors	Subcontractors' experience **shall not** be taken into account.
Key Personnel	a) Project Team Leader

	The Team leader should have: i. A minimum of a bachelor's degree in Engineering/ICT, Telecommunications, Electrical Engineering or related field ii. A minimum of ten (10) years general experience in the field of Telecommunications and ICT (Attach CV) iii. A minimum of 3 years specific experience in Project management iv. Training in project management. Attach relevant certificates b) Internet Protocol (IP) Experts (2Nos.) The Key IP expert should have: i. A minimum of a bachelor's degree in a field related to Telecom/IT Engineering or equivalent ii. A minimum of five (5) years' general experience in the field of Telecommunications iii. A minimum of three (3) years specific experience in ICT with experience in advanced IP protocols (OSPF, ISIS, BGP, IPV4 and IPv6, MPLS, VPLS) in a multivendor environment, IP planning, IP configuration and implementation of multivendor environment networks. iv. Should have at least Network Professional certification or equivalent e.g. CCNP, JNCIP-SP, HCIP

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 40 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

……

[Insert minimum technical requirements, if any, (or refer to appropriate technical requirements parts) that have to be met by the technical part prior to being considered for technical evaluation by applying the scored technical factors/subfactors in accordance with BDS ITB 30.9.]

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.

[The weighting for Rated Criteria (including technical and non-price factors) to be applied, shall be determined based on the following ranges according to the contract placement within the risk and cost matrix included in the PPSD as approved by the Bank:

a. High/Substantial Procurement Risk and High Value between 50% to 80%

b. High/Substantial Procurement Risk and Low Value between 60% to 100%

c. Moderate/Low Procurement Risk and High Value between 10% to 40%

d. Moderate/Low Procurement Risk and Low Value between 20% to 30%]

Technical Part Scoring Methodology

Provision of Broadband Internet Capacity to Selected Government Sites in Rural Areas.
For an indicative list of sites to be served see Annex A. This list may be extended and modified at the time of call-off contracts. At that time, a minimum level of bandwidth to be supplied per site will be added to the tender, along with the expected length of the contract (typically 5-10 years).

The scope for provision of Broadband Internet Capacity to Selected Government Sites in Rural Areas is to procure high-speed internet connectivity services for government institutions in **remote locations currently not served with a terrestrial connection** *(e.g., no Fiber Optic or Copper Cable)*. Note that a separate procurement is being undertaken for other sites, in urban and per-urban sites that are served with a terrestrial connection. These institutions include, but are not limited to, Ministries, Counties, Departments and Agencies (MCDAs), Citizen Service Centers (Huduma Centres), schools, Technical and Vocational Education and Training (TVET) institutions, and public Wi-Fi hotspots.

The bidders should indicate by which technology they plan to serve the sites (e.g., cellular radio, broadband wireless access, satellite, fixed cable etc. The costs of any installation of equipment or works that may be required to provide service should be included in the bid price. The selection among these different options should be technology neutral but will take into account the advantages and disadvantages of each technology, such as reliability, speed, operations and maintenance costs etc..

	BIDDER RESPONSE	*COMPLIANCE*
a) Performance Requirement		
i. **High-Speed Connectivity:** Deliver reliable high-speed internet to remote government institutions, with redundancy options to minimize downtime and ensure continuous access to services.		
ii. **Service Options:** Offer dedicated bandwidth plans, CIR with minimum 100Mb/s download and 20Mbit/s upload speeds, and customizable solutions for site-specific needs. Bidders are free to offer higher speeds.		
iii. **Quality of Service (QoS):** Ensure low latency, high throughput, and minimal packet		

	loss for optimal performance and user experience.		
iv.	**Internal Distribution**: Distribute the capacity internally in the premise using wireless access points (WiFi). The unit costs of such equipment and its installation should be included in the indicative bid price.		
v.	**Installation Standards:** Comply with ANSI/ITA-568, ISO/IEC 11801, and relevant ICTA standards during the installation works.		
vi.	**Monitoring and Support**: Provide an online monitoring portal, comprehensive 24/7 technical support, proactive network monitoring, and a helpdesk.		
vii.	**Compliance:** Ensure compliance with all legal, regulatory, and licensing requirements.		
viii.	**Documentation**: Document and map "As-Built" documentations design and handover the infrastructure to ICT Authority.		

b) Service delivery

The delivery packages contain service types according to different scenarios. It shall involve providing capacity to a designated site and distributing it internally within the premises, for instance using WiFi. The cost of capacity and internal distribution should be an aggregated quote as single unit cost per site per year. At this stage, for a framework contract, bidders may wish to provide indicative prices, for instance for a minimum of ten sites from the list in Annex A, but we would also welcome indicative prices for the full set of sites.

#	Item	Description	Remarks
1.	High-Speed Connectivity	Deliver reliable high-speed internet to remote government institutions, with redundancy to minimize downtime and ensure continuous access to services.	
2.	Service Options	Offer dedicated/priority bandwidth plans, Committed Information Rate (CIR) with an average of 100Mbit/s download and 20Mbit/s upload speeds, and customizable solutions for site-specific needs (traffic shaping capability).	
3.	Quality of Service (QoS)	Ensure low latency, high throughput, and minimal packet loss for optimal performance and user experience.	
4.	Internal Distribution	Distribute the capacity internally in the premises, for instance using Power Over Ethernet Managed Switches, wireless access points, cabling or other necessary accessories.	
5.	Installation Standards	Comply with ANSI/ITA-568, ISO/IEC 11801, and ICTA standards during the installation works.	
6.	Monitoring and Support	Offer dedicated, managed Network Operations Services featuring online centralized portal or platform for network and subscriptions services for low earth orbit satellite broadband internet technologies, capable of supporting at least 100 (one hundred) subscription accounts on a single portal or platform, round-the-clock comprehensive technical support, proactive network surveillance, a call center with helpdesk functionality, Service Level Agreements (SLAs), a defined escalation matrix, and a mechanism for addressing violations and credit recovery.	
7.	Documentation	Document and map “As-Built” implementations and handover the infrastructure to the Client.	

a) Qualification and Experience of the firm personnel

The bidder shall be required to undertake the assignment as a multidisciplinary team comprising of a team lead and key experts:

#	Item	Description	Compliance
1.	**Project Team Leader (at least 1 personnel)**	a. The Expert should have: b. At least a bachelor's degree in Engineering/ICT, Telecommunications, Electrical Engineering or a related field c. Established industry track record of not less than ten (10) years in the field of Telecommunications and ICT d. Certified in project management. Attach relevant certificates e. Should have completed at least 3 projects in a similar role assignment. (Minimum of 3 assignments). Attach proof	
2.	**IP Specialist (at least 2 personnel)**	a. At least Bachelor's degree in a field related to Telecom/IT Engineering or equivalent b. Established industry track record of not less than five (5) years in the field of Telecommunications and ICT c. At least 5 years of experience in remote area network planning, deployment and implementation. d. At least industry-recognized certifications relevant to the proposed network solutions are preferred, i.e. CSP, CSCP or equivalent.	

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 Equipment

The essential equipment to be made available for the Contract by the successful Bidder shall be: _____.

Key Personnel

[Include, as appropriate, the requirements for the minimum key personnel to execute the Services, taking into account the nature, scope, complexity and risks of the contract.

[Where a Project SEA risks are assessed to be substantial or high, the Employer shall include Sexual Exploitation, Abuse and Harassment expert(s)]

FINANCIAL PART

In addition to the criteria listed in ITB 32.2 (a) to (e) the following criteria shall apply: *[Specify additional criteria, if any]: None*

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:

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

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.

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Section IV - Bid Forms

Table of Forms

Letter of Bid- Technical Part 61

Bidder Information Form 64

Bidder's JV Members Information Form 65

Qualification Information 66

Services 68

Method Statement 69

Work Plan 70

Key Personnel and Subcontractors 71

Key Equipment Strategy 72

Code of Conduct for Service Provider's Personnel Form 73

Environmental and Social Performance Declaration 77

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration 79

Letter of Bid- Financial Part 80

Schedule Forms 82

Priced Activity Schedule- [Option 1: Quantities based on call-off indicative quantities of service items] 83

Priced Activity Schedule-[Option 2: Quantities based on estimated quantity of service items over FA Period] 84

Beneficial Ownership Disclosure Form 85

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 *[insert Bidder's legal name]*
2. In case of JV, legal name of each member: *[insert legal name of each member in JV]*
3. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Bidder's year of registration: *[insert Bidder's year of registration]*
5. Bidder's Address in country of registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information **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]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ 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: *[insert Bidder's legal name]*
2. Bidder's JV Member's name: *[insert JV's Member legal name]*
3. Bidder's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Bidder's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Bidder's JV Member's authorized representative information **Name**: *[insert name of JV's Member authorized representative]* **Address**: *[insert address of JV's Member authorized representative]* **Telephone/Fax numbers**: *[insert telephone/fax numbers of JV's Member authorized representative]* **Email Address**: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ 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

[Describe the methodology for carrying out the services. Include any sustainable procurement proposal, as applicable. Also include key risks management plan. If required, also include proposed method statement to manage cyber security risks.]

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 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)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for suspension or termination: *[indicate main reason(s) e.g. gender-based violence; sexual exploitation or sexual abuse breaches]*	*[insert amount]*
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for suspension or termination: *[indicate main reason(s)]*	*[insert amount]*
…	…	*[list all applicable contracts]*	…
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)
[insert year]	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for calling of performance security: *[indicate main reason(s) e.g. gender-based violence; sexual exploitation, or sexual abuse breaches]*	*[insert amount]*

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.
[*If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*

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.

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

Service item N°	Description of Services	**Indicative** Service Completion Period	**Indicative Quantity and physical unit per individual Call-off ***		***Unit price***
			Minimum	**Maximum**	
[insert number of the Service]	*[insert name of Services]*	*[insert* **Indicative** Service Completion Period*]*	*[insert quantities of service item]*	*[insert quantities of service item]*	*[insert price per unit]*
	Internet Connectivity with WLAN deployment in a **Low density** Site as a Managed Service for 1 year per Site.*(Sites without National Power Grid)*	*3 years of Service*			
	Internet Connectivity with WLAN deployment in a **Low density** Site as a Managed Service for 1 year per Site.	*3 years of Service*			
	Internet Connectivity with WLAN eployment in a **medium density** Site as a Managed Service for 1 year per Site.	*3 years of service*			
	Internet Connectivity with WLAN eployment in a **high density** Site as a Managed Service for 1 year per Site.	*3 years of service*			

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)
[insert line item number of the Service]	*insert name of Services]*	*[insert Delivery Period]*	*[insert quantities of service item]*	*[insert price per unit]*	*insert total price per unit]*
				Total Bid Price	

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 nominated[2] 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 inspect[3] 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.

Official Use Only

PART 2 – Procuring Agency's Requirements

Section VII – Procuring Agency's Requirements

Contents

Activity Schedule 93

Performance Specifications and Drawings 94

Activity Schedule

Performance Specifications and Drawings

Provision of Broadband Internet Capacity to Selected Government Sites in Rural Areas

The scope for provision of Broadband Internet Capacity to Selected Government Sites in Rural Areas is to procure high-speed internet connectivity services for government institutions in remote locations currently not covered under terrestrial cable *(e.g., Fiber Optic or Copper Cable)*. These institutions include, but are not limited to, Ministries, Counties, Departments and Agencies (MCDAs), Citizen Service Centers (Huduma Centres), schools, Technical and Vocational Education and Training (TVET) and other higher education institutions, and public Wi-Fi hotspots.
Attached see sample site in Annex

a) Performance Requirement

i. High-Speed Connectivity: Deliver reliable high-speed internet to remote government institutions, with redundancy to minimize downtime and ensure continuous access to services.

ii. Service Options: Offer dedicated bandwidth plans, CIR with minimum 100Mbps download and 20Mbps upload speeds, and customizable solutions for site-specific needs.

iii. Quality of Service (QoS): Ensure low latency, high throughput, and minimal packet loss for optimal performance and user experience.

iv. Internal Distribution: Distribute the capacity internally in the premise using wireless access points.(WiFi). The unit costs of such equipment and its installation should be included in the indicative bid price

v. Installation Standards: Comply with ANSI/ITA-568, ISO/IEC 11801, and relevant ICTA standards during the installation works.

v. Monitoring and Support: Provide an online monitoring portal, comprehensive 24/7 technical support, proactive network monitoring, and a helpdesk.

vi. Compliance: Ensure compliance with all legal, regulatory, and licensing requirements.

vii. Documentation: Document "As-Built" documentations design and handover the infrastructure to ICT Authority.

b) Service delivery

The delivery packages contain service type on different scenarios, it shall involve dropping capacity to site and distributing internally within premise. The cost of capacity and internal distribution should be an aggregated quote as single unit cost per site per year.

Service Type	Description of Service	Compliance (With reference on the data Sheets where applicable)

Internet Connectivity with WLAN deployment in a Site	Provision of various internet data packages/plans per month with Internal Distribution to Customer Premises with both indoor and outdoor WIFI full coverage.	
Site Density Plans	**Low Density-** This scenario fit an average of 20 users, similar to primary school, secondary school, single or duo block government office, etc. Minimum number of access point(s) are two (2) with a minimum of 1Terabyte (1TB) network priority data bundle	
	Medium Density- This scenario fits an average of 100 users, similar to Level 3 & above hospitals, multiple block Government complex, etc. Minimum number of access point(s) are four (4). with a minimum of 2Terabyte (2TB) network priority data bundle	
	High Density -This scenario fits an average of 1000 users, similar to higher learning institutions, Level 5 & above hospital, etc. Minimum number of access point are six (6), where four (4) are indoor and two (2) outdoors with a minimum of 6Terabyte (6TB) network priority data bundle	
	i. [The bidder shall be required to do a pre-installation visit, propose a density plan, sketch the internal distribution high level diagram of active equipment (Switches, Access point, etc.) placement- Design Sketches will be approved by ICTA prior to deployment].	
	ii. [The Bidder shall be required to provide all the equipment's, cablings & accessories required to fully distribute the dropped capacity to user point, without creating dark spots with a minimum radius of 100 meters. All equipment to be securely housed within a wall-mounted cabinet].	

b) Performance requirments

	Item	**Description**
1.	High-Speed Connectivity	Deliver reliable high-speed internet to remote government institutions, with redundancy to minimize downtime and ensure continuous access to services.
2.	Service Options	Offer dedicated/priority bandwidth plans, Committed Information Rate (CIR) with an average of 100Mbps download and 20Mbps upload speeds, and customizable solutions for site-specific needs (traffic shaping capability).
3.	Quality of Service (QoS)	Ensure low latency, high throughput, and minimal packet loss for optimal performance and user experience.

4.	Internal Distribution	Distribute the capacity internally in the premise using Power Over Ethernet Managed Switches, wireless access points, cabling and all necessary accessories.
5.	Installation Standards	Comply with ANSI/ITA-568, ISO/IEC 11801, and ICTA standards during the installation works.
6.	Monitoring and Support	Offer dedicated, managed Network Operations Services featuring online centralized portal or platform for network and subscriptions services for low earth orbit satellite broadband internet technologies, capable of supporting at least 100 (one hundred) subscription accounts on a single portal or platform, round-the-clock comprehensive technical support, proactive network surveillance, a call center with helpdesk functionality, Service Level Agreements (SLAs), a defined escalation matrix, and a mechanism for addressing violations and credit recovery.
7.	Documentation	Document "As-Built" documentations and handover the infrastructure to Client.

c) Implementation Requirement

The bidder shall ensure delivery of all required assets, equipment and accessories as a managed service for a defined periodic time.

	Item	**Description**
a)	Satellite Ground Equipment	Provide periodic defined hardware systems as a Managed service for Low Earth Orbit (LEO) satellites, including antennas, modems, and mounting structures. Item to have high-gain, highly durable, ease of installation, minimal maintenance, and resilience to environmental conditions (Minimum IP56).
b)	Green Energy Power System *(shall apply where National Grid power is absent and applies to Low Density sites only.*)	Provide a periodic defined green energy system as a Managed service that is not limited to **one** roof mounted 600W mono crystalline solar panel**,** Rack or wall mountable 48V200Ah lithium-ion battery**,** 40A MPPT charge controller or equivalent, 3kVA pure sine wave inverter or equivalent, all housed in a lockable secure Rack with remote monitoring. **OR** Provide a periodic defined green energy system as a Managed service that is not limited to minimum of 4 (four) roof mounted mono crystalline 600W panels, 3KVA/ 24vdc hybrid charger/inverter or equivalent, Rack or wall mountable 24V200Ah lithium ion battery of 5kW with remote monitoring.
c)	Backup Power System *(shall apply where National Grid power is present and applies to all density plans*)	Provide a periodic defined backup system as a Managed service for a rack mountable 3KVA UPS to support all active equipment or equivalent.

d)	Internal Distributions	
		Provide periodic defined equipment as a Managed service of both indoor and outdoor access points to support 300+ concurrent users, centralized and remote management capable, compliant with IP67 rating with a minimum radius of 100 Metres or equivalent

c) Qualification and Experience of the firm personnel

The bidder shall be required to undertake the assignment as a multidisciplinary team comprising of a team lead and key experts:

i. Project Team Leader (at least 1 personnel)

f. The Expert should have:
g. At least a bachelor's degree in Engineering/ICT, Telecommunications, Electrical Engineering or a related field
h. Established industry track record of not less than ten (10) years in the field of Telecommunications and ICT
i. Certified in project management. Attach relevant certificates
j. Should have completed at least 3 projects in a similar role assignment. (Minimum of 3 assignments). Attach proof

ii. IP Specialist (at least 2 personnel)

a. At least Bachelor's degree in a field related to Telecom/IT Engineering or equivalent
b. Established industry track record of not less than five (5) years in the field of Telecommunications and ICT
c. At least 5 years of experience in remote area network planning, deployment and implementation.
d. At least industry-recognized certifications relevant to the proposed network solutions are preferred, i.e. CSP, CSCP or equivalent.

PART 3 – Procuring Agency Forms

Procuring Agency Forms

Contents

Notification of Intention to Conclude a Framework Agreement(s) 101

Notification to Conclude a Framework Agreement 105

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 Range of Call-off Quantities	Name of Successful Bidder	Contract Price	Combined Score

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)

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 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. (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 ***Framework Agreement for Provision of Broadband Internet Capacity to Selected Government Sites in Rural Areas***
	2.2. This is a Single-User Framework Agreement.
	2.3. The Employer's Country is: **Kenya**
	2.4. The Framework Agreement and the Call-off Contracts shall be governed by and interpreted in accordance with the laws of ***Kenya*** *"*the Employer's Country*"*
	2.5. The Term of this Framework Agreement is **Three (3)** years. [*NOTE: the maximum initial Term shall not exceed 3 years*] from the Commencement Date.
	2.6. *[Delete if the term is not to be extended]* 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: _____ *[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.]*
	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** 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: 27150-00100 Phone: +245-2211960/961 Mobile:**0722-223595** E-mail: procurement@ict.go.ke 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.

	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

	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

	(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.

		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. [*[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*.]
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: *[modify as appropriate]* **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** *[**OPTION 2**: use for FAs where the determining indices related to the unit price/s are expected to vary by more than ±5% over the Term of the FA In this case use the following text:* "The unit price/s stipulated in the FA, shall not be subject to adjustments for Call-off contracts awarded within *[12]* 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: $$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{bM_1}{M_0} \right] - P_0$$ 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: a = *[insert value of coefficient; generally, in the range of 5 to 15 percent]* b = *[insert value of coefficient]* c = *[insert value of coefficient]* Base date = *[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]* Date of adjustment =*:* *i)* *For Direct Selection: the date 30 days prior to the* formation of the Call-off Contract

	ii) For mini competition: the date 30 days prior to the Request for Quotation. 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	12.1. The Employer shall supervise the Service Provider's performance and notify him of any Defects that are found. Such

and lack of performance penalty	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 [*insert language*]. 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.

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 nominated[5] 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 inspect[6] 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.

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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.

Official Use Only

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.

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[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

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.

guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees 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(s) that apply to the selection of a Service Provider for the award of a Call-off Contract under this Framework Agreement [is/are]

(i) competitive quotations through mini-competition,

(ii) direct selection based on location, and

(iii) direct selection based on balanced division of services.

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

1.1 Competitive quotations (mini-competition)

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) 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.
(h) deadline for submission of quotations
(i) reference the Call-off Contract Terms and Conditions of provision of services
(j) request to Service Providers to demonstrate that they continue to be eligible and qualified to provide the Services
(k) any other relevant information.

The quoted prices 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*: "The quoted prices 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"*]*.

1.2 **Direct selection based on location**

The Employer will select an eligible Service Provider holding a Framework Agreement, based on which Service Provider is best able to provide the Services, based on the location where the Services are to be provided.

The Employer will issue a Call-off Contract using the prices/pricing mechanism set out in the Framework Agreement, Schedule 2 or as adjusted by the agreed price adjustment formula, if applicable in accordance **with FAP 8**, and any changes in any Laws and Regulations in accordance with **FAP 9**.

1.3 Direct selection based on balanced division of provision of services

The Employer will rotate the award of Call-of Contracts amongst all eligible Service Providers holding a Framework Agreement, based on a balanced division of provision of services linked to an upper limit. The upper limit is: *[No more than 100 sites concurrently]*.

The first Call-off Contract(s) will be awarded to the Service Provider whose Framework Agreement has the lowest evaluated cost. The first Service Provider will continue to be awarded Call-off Contracts until the total [*insert either: 100 sites*] of all Call-off Contracts awarded reaches the upper [insert either: *"100 sites"]* limit.

A second Service Provider, whose Framework Agreement has the second lowest evaluated cost, will then be awarded the subsequent Call-off Contracts until the total [insert either: "*100 sites"*] of all Call-off Contracts awarded reaches the upper [insert either: "*100 sites"*] limit. And so on.

The Employer will issue a Call-off Contract using the prices/pricing mechanism set out in the Framework Agreement, Schedule 2 or as adjusted by the agreed price adjustment formula if applicable in accordance **with FAP 8**, if applicable and any changes in any Laws and Regulations in accordance with **FAP 9**.

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.

[Describe the procedure(s) that applies to the formation of the Call-off Contract. Be specific e.g.]

2.1 **For competitive quotations through mini-competition using a Request for Quotation,** the Call-off contract if 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.).*

2.2 **For direct selection based on location or balanced division of provision of services,** the Call-off contract is formed when 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, or the date agreed by the parties.

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. Direct Selection to all FA Service Providers for the items included in the Call-off Contract.

b. 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:	**[*Insert Employer's legal name*]**
Employer's Representative:	[*Insert name of Employer's Representative*]
Title/Position:	[*Insert Representatives title or position*]
Address:	[*Insert Employer's address*]
Telephone:	[*Insert Representatives telephone number*]
Email:	[*Insert Representatives email address*]

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

Framework Agreement (FA):	**[*Insert short title of FA*]**
FA Date:	[*Insert FA Date*]
FA Reference No.	[*Insert FA reference*]

RFQ Ref No.:	[*Insert reference*]
RFQ Date:	[*Insert date of RFQ*]
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
[insert Service No]	*[insert description of Services]*	*[insert quantity of required services]*	*[insert physical unit]*	*[insert place where services are to be performed, as applicable]*	*[insert completion period]*

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

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

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

RFQ Ref No.:	[*Insert Employer's reference*]
Date of Quotation:	[*Insert date of Quotation*]

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

1. Contract Price

The Contract Price for the provision of Services is as follows

Description	Amounts and currency/ies *[insert total amounts from preceding two tables]*
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 Servicesfor 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.	[*insert complete name of Lead Procuring Agency/Employer #1*] [*insert the type of legal entity*]	[*insert the address of the principle place of business*]	Name: Title/position: Phone: Mobile: E-mail:
2.	[*insert complete name of Employer #2*] [*insert the type of legal entity*]	[*insert the address of the principle place of business*]	Name: Title/position: Phone: Mobile: E-mail:
3.	[*insert complete name of Employer #3*] [*insert the type of legal entity*]	[*insert the address of the principle place of business*]	Name: Title/position: Phone: Mobile: E-mail:
4.			

ANNEX A: Preliminary List of Last Mile Sites

S/No	REGION	COUNTY	SUBCOUNTY	SITE NAME	Site COORDINATE (Decimal)
1	North Rift	West Pokot	POKOT NORTH	ALALE DCC OFFICE	3.6439° N, 34.8758° E
2	North Rift	West Pokot	POKOT NORTH	Alale Youth Office	3.6439° N, 34.6954°E
3	North Rift	West Pokot	POKOT NORTH	Alale NG-CDF office	3.6439° N, 34.6954°E
4	North Rift	West Pokot	POKOT NORTH	Alale Sub county Hospital	3.6439° N, 34.6960°E
5	North Rift	West Pokot	POKOT NORTH	AP CAMP	3.6435° N, 34.6958°E
6	North Rift	West Pokot	POKOT NORTH	kituti Primary	3.6432° N, 34.7000°E
7	North Rift	West Pokot	POKOT NORTH	Alale Girls secondary	3.6500° N, 34.6970°E
8	North Rift	West Pokot	POKOT NORTH	Alale Mixed secondary	3.6450° N, 34.6970°E
9	North Rift	West Pokot	POKOT NORTH	St. Comboni Secondary	3.6460° N, 34.6965°E
10	North Rift	West Pokot	POKOT NORTH	Alale POLICE STATION	3.6440° N, 34.69.56°E
11	North Rift	West Pokot	POKOT NORTH	Alale Acc office	2.5340° N, 34.8480°E
12	North Rift	West Pokot	POKOT NORTH	Alale Market	2.5338° N, 34.8485° E
13	North Rift	West Pokot	POKOT NORTH	Kituti market	2.5295° N, 34.8510° E
14	North Rift	West Pokot	POKOT NORTH	Alale Girls Primary	2.5355° N, 34.8460° E
15	North Rift	West Pokot	POKOT NORTH	Kiwawa Acc office	2.5720° N, 34.8700° E
16	North Rift	West Pokot	POKOT NORTH	Kamila Dispensary	2.5580° N, 34.8650° E
17	North Rift	West Pokot	POKOT NORTH	Natemeri primary	2.5645° N, 34.8595° E
18	North Rift	West Pokot	POKOT NORTH	ALALE MARKET	2.5338° N, 34.8485° E
19	North Rift	West Pokot	POKOT NORTH	Administration Police Camp	2.2906° N, 34.7666° E
20	North Rift	West Pokot	POKOT NORTH	NG-CDF offices	2.249191,35.02973

S/No	REGION	COUNTY	SUBCOUNTY	SITE NAME	Site COORDINATE (Decimal)
21	North Rift	West Pokot	POKOT NORTH	ACC OFFICE KIWAWA	2.00418,35.02043
22	North Rift	West Pokot	POKOT NORTH	Liter Primary	1.28326,35.6168
23	North Rift	Turkana	LOIMA	TURKANA GIRLS NATIONAL SCHOOL	2.5505,35.2426
24	North Rift	Turkana	LOIMA	KOSPIR PRIMARY	2.5246,35.1502
25	North Rift	Turkana	LOIMA	KOSPIR DISPENSARY	2.5246,35.1502
26	North Rift	Turkana	LOIMA	LOIMA HEALTH CENTER,NAAGIS	2.5506,35.2415
27	North Rift	Turkana	LOIMA	LOIMA GIRLS	2.5246,35.1502
28	North Rift	Turkana	LOIMA	LORUGUM RESOURCE CENTER	2.5224,35.1604
29	North Rift	Turkana	LOIMA	LORUGUM POLYTECHNIC	2.5508,35.1916
30	North Rift	Turkana	LOIMA	KOSPIR PRIMARY SCHOOL	2.5216,351508
31	North Rift	Turkana	LOIMA	TURKANA GIRLS PRIMARY SCHOOL	2.5505,35.2426
32	North Rift	Turkana	LOIMA	LORUGUM PRIMARY SCHOOL	2.5542,35.1925
33	North Rift	Turkana	TURKANA NORTH	DCC OFFICE TURKANA NORTH	4.2774299,35.7543387
34	North Rift	Turkana	TURKANA NORTH	ACC OFFICE LOKITAUNG DIVISION	**4.1645,35.4442**
35	North Rift	Turkana	TURKANA NORTH	NDMA OFFICES TURKANA NORTH	4.1613,35.4519
36	North Rift	Turkana	TURKANA NORTH	CHILDREN OFFICE TURKANA NORTH	4.1645,35.4442

S/No	REGION	COUNTY	SUBCOUNTY	SITE NAME	Site COORDINATE (Decimal)
37	North Rift	Turkana	TURKANA NORTH	PROBATION Offices	4.1645,35.4442
38	North Rift	Turkana	TURKANA NORTH	LOKITAUNG SUB-COUNTY HOSPITAL	4.1633,35.4446
39	North Rift	Turkana	TURKANA NORTH	MINISTRY OF EDUCATION	4.1645,35.4442
40	North Rift	Turkana	TURKANA NORTH	TSC Offices	**4.1645,35.4442**
41	North Rift	Turkana	TURKANA NORTH	OFFICE OF REGISTRATION OF PERSONS	**4.1645,35.4442**
42	North Rift	Turkana	TURKANA NORTH	LIVESTOCK	4.2774299,35.7543387
43	North Rift	Turkana	TURKANA NORTH	CDF OFFICE	4.2774299,35.7543387
44	North Rift	Turkana	TURKANA NORTH	TREASURY SUB COUNTY	4.2774299,35.7543387
45	North Rift	Turkana	TURKANA NORTH	LOKITAUNG POLICE STATION	4.1633,35.4446
46	North Rift	Turkana	TURKANA NORTH	LOKITAUNG YOUTH CENTRE	4.1648,35.4424
47	North Rift	Turkana	TURKANA NORTH	LOKITAUNG BOYS	4.1638,35.4509
48	North Rift	Turkana	TURKANA NORTH	LOKITAUNG GIRLS	4.1703,35.4400
49	North Rift	Turkana	TURKANA NORTH	LOKITAUNG MIXED COMPREHENSIVE	4.1648,35.4424
50	North Rift	Turkana	TURKANA NORTH	KACHODA PRIMARY	4.1648,35.4424
51	North Rift	Turkana	TURKANA NORTH	LOCHOR EDOME PRIMARY	4.8734,35.5764
52	North Rift	Turkana	TURKANA NORTH	RIOKOMOR DISPENSARY	4.1703,35.4401
53	North Rift	Turkana	TURKANA NORTH	L0KITAUNG SUB COUNTY HOSPITAL	4.1633,35.4446
54	North Rift	Turkana	TURKANA NORTH	KANGAKIPUR PRIMARY	4.1131,35.4822
55	North Rift	Turkana	TURKANA NORTH	NATOO PRIMARY	4.1131,35.4825

S/No	REGION	COUNTY	SUBCOUNTY	SITE NAME	Site COORDINATE (Decimal)
56	North Rift	Turkana	TURKANA NORTH	NATOO DISPENSARY	4.1131,35.4822
57	North Rift	Turkana	TURKANA EAST	LOKORI DCCS OFFICE	1.1849027,36.1041772
58	North Rift	Turkana	TURKANA EAST	CIPU OFFICE	1.1849027,36.1041772
59	North Rift	Turkana	TURKANA EAST	DEPARTMENT OF EDUCATION	1.1849027,36.1041772
60	North Rift	Turkana	TURKANA EAST	TREASURY OFFICES	1.1849027,36.1041772
61	North Rift	Turkana	TURKANA EAST	REGISTRATION OF PERSONS	1.1849027,36.1041772
62	North Rift	Turkana	TURKANA EAST	LOKORI POLICE STATION	1.5716,360212
63	North Rift	Turkana	TURKANA EAST	LOKWAMOSING POLICE STATION	1.5931,35.5620
64	North Rift	Turkana	TURKANA EAST	LOKWAMOSIN PRIMARY	1.5931,35.5620
65	North Rift	Turkana	TURKANA EAST	TURKANA EAST TVET	1.1849027,36.1041772
66	North Rift	Turkana	TURKANA EAST	RCEA BOYS SEC SCHOOL	1.5701,36.0218
67	North Rift	Turkana	TURKANA EAST	KADAM PRIMARY	1.5716,360212
68	North Rift	Turkana	TURKANA EAST	YOUNG KYU PRIMARY	1.5701,36.0218
69	North Rift	Turkana	TURKANA EAST	LOKORI MIXED PRIMARY	1.5737,36.0148
70	North Rift	Turkana	TURKANA EAST	LOKORI GIRLS	1.5737,36.0148
71	North Rift	Turkana	TURKANA EAST	KANGITI GIRLS SEC	1.5625,36.0126
72	North Rift	Turkana	TURKANA EAST	MORULEM MIXED SEC	1.5833,36.0528
73	North Rift	Turkana	TURKANA EAST	AIC LOKWII MIXED	1.5737,36.0148
74	North Rift	Turkana	TURKANA EAST	NAMURTUNGA BOYS	1.5833,36.0528
75	North Rift	Turkana	TURKANA EAST	NGCDF OFFICE	1.5719,36.0145
76	North Rift	Turkana	TURKANA EAST	DEPARTMENT OF AGRICULTURE	1.5701,36.0218

S/No	REGION	COUNTY	SUBCOUNTY	SITE NAME	Site COORDINATE (Decimal)
77	North Rift	Turkana	TURKANA EAST	DEPARTMENT OF VETERINARY	1.5701,36.0218
78	North Rift	Baringo	Baringo South	Chemolingot Youth Empowerment Center	1.4976° N, 35.8541° E
79	North Rift	Baringo	Baringo South	Emining Youth Empowerment Center	0.2833° N, 35.9667° E
80	North Eastern	Wajir	Hadado	Ademasajida ACC office	1°00'54"N 39°29'41"E
81	North Eastern	Wajir	Hadado	Ademasajida Dispensary	1°00'54"N 39°29'41"E
82	North Eastern	Wajir	Hadado	Ademasajida police station	1°00'54"N 39°29'41"E
83	North Eastern	Wajir	Tarbaj	Tarbaj SC Hospital	2°12'24"N 40°07'00"E
84	North Eastern	Wajir	Tarbaj	Tarbaj Police Station	2°12'24"N 40°07'00"E
85	North Eastern	Wajir	Wajir North	Bute police station	3.368227,39.419028, 20
86	North Eastern	Wajir	Wajir North	Bute SC Hospital	3.368227,39.419028, 23
87	North Eastern	Wajir	Wajir North	Bute Livestock market	3.368227,39.419028, 24
88	North Eastern	Wajir	Wajir South	Leheley Police Station	1°37'11"N 40°00'13"E
89	North Eastern	Wajir	Wajir South	Leheley Sub County Hospital	1°37'11"N 40°00'13"E
90	North Eastern	Wajir	Wajir South	Leheley SCDE	1°37'11"N 40°00'13"E
91	North Eastern	Wajir	Wajir West	Griftu Livestock Office	1°59'39"N 39°45'47"E
92	North Eastern	Wajir	Wajir West	Griftu KNLS	1°59'39"N 39°45'47"E
93	North Eastern	Wajir	Wajir West	CDF Wajir West office	1°59'39"N 39°45'47"E
94	North Eastern	Wajir	Wajir West	Livestock Training Institute	1°59'39"N 39°45'47"E
95	North Eastern	Wajir	Wajir West	Griftu Sub County Admin	1°59'39"N 39°45'47"E
96	North Eastern	Wajir	Wajir West	Griftu Sub County Hospital	1°59'39"N 39°45'47"E

S/No	REGION	COUNTY	SUBCOUNTY	SITE NAME	Site COORDINATE (Decimal)
97	North Eastern	Wajir	Wajir West	Griftu Police	1°59'39"N 39°45'47"E
98	North Eastern	Wajir	Wajir West	Griftu SCDE	1°59'39"N 39°45'47"E
99	North Eastern	Wajir	Wajir West	IEBC WAJR WEST OFFICE	1°59'39"N 39°45'47"E
100	North Eastern	Wajir	Wajir West	Griftu Town Market	1°59'39"N 39°45'47"E
101	North Eastern	Wajir	Wajir West	Sub County Agriculture Office	1°59'39"N 39°45'47"E
102	North Eastern	Garissa	Ijara	Furqan Dispensary	-1.696525, 40.146256
103	North Eastern	Garissa	Ijara	Kadhi's Court Masalani	-1.685911, 40.161572
104	North Eastern	Garissa	Ijara	Ijara TVET	-1.633794, 40.1531226
105	North Eastern	Isiolo	Oldonyiro	Oldonyiro Acc And Chief's Offices	0.6665° N, 37.3028° E
106	North Eastern	Isiolo	Oldonyiro	Oldonyiro Livestock Market	0.6670° N, 37.3035° E
107	North Eastern	Isiolo	Oldonyiro	Oldonyiro Social Hall	0.6663° N, 37.3030° E
108	North Eastern	Isiolo	Oldonyiro	Oldonyiro Police Station	0.6661° N, 37.3031° E
109	North Eastern	Isiolo	Oldonyiro	Oldonyiro KWS Camp	0.6659° N, 37.3041° E
110	North Eastern	Isiolo	Oldonyiro	Oldonyiro Dispensary	0.6668° N, 37.3036° E
111	North Eastern	Isiolo	Oldonyiro	Labarisheriki Dispensary	0.7034° N, 37.3451° E
112	North Eastern	Isiolo	Oldonyiro	Tuale Dispensary	0.7701° N, 37.3199° E
113	North Eastern	Isiolo	Oldonyiro	Kipsing Market	0.7207° N, 37.4962° E
114	North Eastern	Isiolo	Oldonyiro	Kipsing GSU Camp	0.7210° N, 37.4975° E
115	North Eastern	Isiolo	Oldonyiro	Narrapu Health Centre	0.7492° N, 37.4128° E
116	North Eastern	Isiolo	Oldonyiro	Kipsing Health Centre	0.7222° N, 37.4943° E
117	North Eastern	Isiolo	Cherab	Dcc's Office	1.1363° N, 39.0615° E
118	North Eastern	Isiolo	Cherab	Korbesa Chief's Office	1.1363° N, 39.0615° E

S/No	REGION	COUNTY	SUBCOUNTY	SITE NAME	Site COORDINATE (Decimal)
119	North Eastern	Isiolo	Sericho	Sericho Acc's Office	1.1431, 39.0853
120	North Eastern	Isiolo	Sericho	Sericho Police Station	1.1316° N, 39.0747° E
121	North Eastern	Isiolo	Sericho	Modogashe North Market	0.9586° N, 39.1435° E
122	North Eastern	Isiolo	Sericho	Sericho Vocational Training Center	1.1284° N, 39.0736° E
123	North Eastern	Isiolo	Sericho	Sericho Health Centre	1.1290° N, 39.0730° E
124	North Eastern	Isiolo	Sericho	Modogashe Dispensary	0.9579° N, 39.1428° E
125	North Eastern	Isiolo	Sericho	Modogashe Social Hall	0.9582° N, 39.1431° E
126	North Eastern	Isiolo	Sericho	Admnistration Police Camp	0.98647,38.65151
127	North Eastern	Isiolo	Sericho	Sericho Police Post	0.73,39.17
128	North Eastern	Isiolo	Sericho	Mogore Dispensary	0.98647,38.65151
129	North Eastern	Marsabit	Marsabit South (Laisamis)	ACC Office	1°36'05"N 37°48'07"E
130	North Eastern	Marsabit	Marsabit South (Laisamis)	Merille Market Center	1°25'07"N 37°43'22"E
131	North Eastern	Marsabit	Marsabit South (Laisamis)	Merille Health Center	1°25'09"N 37°43'20"E
132	North Eastern	Marsabit	Sololo	sololo CDF Office	3°33'41"N 38°38'39"E
133	North Eastern	Marsabit	Sololo	sololo Town dispensary	3.544154,38.646099
134	North Eastern	Marsabit	Sololo	sololo Makutano Dispensary	3°32'39"N 38°39'01"E
135	North Eastern	Marsabit	Sololo	Golole Dispensarry	3°33'22"N 38°49'08"E
136	North Eastern	Marsabit	Sololo	ANONA Dispensary	3°35'23"N 38°37'39"E
137	North Eastern	Marsabit	Sololo	Uran Dispensary	3°25'09"N 38°29'19"E
138	North Eastern	Marsabit	Sololo	sololo Youth Center	3°33'41"N 38°38'39"E

S/No	REGION	COUNTY	SUBCOUNTY	SITE NAME	Site COORDINATE (Decimal)
139	North Eastern	Marsabit	Sololo	Sololo Police station	3°33'54"N 38°38'43"E
140	North Eastern	Marsabit	Sololo	Sololo TSC office	3°33'41"N 38°38'39"E
141	North Eastern	Marsabit	Sololo	sololo market center	3°33'41"N 38°38'39"E
142	North Eastern	Marsabit	Sololo	Sololo Mission Hospital.	3°33'29"N 38°38'30"E
143	North Eastern	Marsabit	Turbi	DRR Youth Center	3°18'05"N 38°22'36"E
144	North Eastern	Marsabit	Turbi	ACC Office	3°18'05"N 38°22'36"E
145	North Eastern	Marsabit	Turbi	Turbi Market	3°18'05"N 38°22'36"E
146	North Eastern	Marsabit	Turbi	Turbi DCC	3°18'05"N 38°22'36"E
147	North Eastern	Garissa	Lagdera	Ama Primary Boarding School	0.739402,39.17651
148	North Eastern	Garissa	Lagdera	AP Police Camp Modogashe	0.72777,39.17569
149	North Eastern	Garissa	Lagdera	Barkuke Primary School	0.660053,39.01148
150	North Eastern	Garissa	Lagdera	Bullo Primary School	0.630702,38.94157
151	North Eastern	Garissa	Lagdera	Janju Dispensary	0.6777778,39.0820735
152	North Eastern	Garissa	Lagdera	Eldera Police Station	0.596252,38.83565
153	North Eastern	Garissa	Lagdera	Eldera Primary School	0.596276,38.83289
154	North Eastern	Garissa	Lagdera	Janju Primary School	0.689068,39.08112
155	North Eastern	Garissa	Lagdera	Kambi Samaki Police Camp(Previously Primary School)	0.572324,38.61434
156	North Eastern	Garissa	Lagdera	Kambi Samaki Shopping Centre	0.570339,38.61586
157	North Eastern	Garissa	Lagdera	Lagdera DCC	0.714285,39.18508
158	North Eastern	Garissa	Lagdera	Lagdera TVET	0.76658,39.1854
159	North Eastern	Garissa	Lagdera	Medina Primary School	0.591351,38.83554

S/No	REGION	COUNTY	SUBCOUNTY	SITE NAME	Site COORDINATE (Decimal)
160	North Eastern	Garissa	Lagdera	Modogashe Boarding Primary	0.728037,39.17784
161	North Eastern	Garissa	Lagdera	Modogashe County Hospital	0.732808,39.18568
162	North Eastern	Garissa	Lagdera	Modogashe Girls Secondary School	0.758067,39.18223
163	North Eastern	Garissa	Lagdera	Modogashe Hospital Admin	0.729478,39.17639
164	North Eastern	Garissa	Lagdera	Modogashe Police Station	0.706064,39.18977
165	North Eastern	Garissa	Lagdera	Modogashe Secondary School	0.722331,39.18187
166	North Eastern	Garissa	Lagdera	Modogashe Social Hall	0.714563,39.18587
167	North Eastern	Garissa	Lagdera	Modogashe Youth Empowerment office	0.714726,39.1888
168	North Eastern	Garissa	Sankuri	Sankuri Boys Secondary	-0.3001807,39.5547905
169	North Eastern	Garissa	Sankuri	Sakuri Girls Secondary	-0.3012321,39.5517148
170	North Eastern	Garissa	Sankuri	Sankuri DCC	-0.3012321,39.5517150
171	North Eastern	Garissa	Sankuri	Dololowein Primary	-0.4567, 39.6589
172	North Eastern	Garissa	Sankuri	Dololomidi Primary	0.4567, 39.6589
173	North Eastern	Garissa	Sankuri	Daley Primary	-0.2717216,39.5301072
174	North Eastern	Garissa	Sankuri	Daley Dispensary	-0.2717216,39.5301072
175	North Eastern	Garissa	Sankuri	Buradansa Primary	-0.2717216,39.5301072
176	North Eastern	Garissa	Sankuri	Ture Primary	-0.2717216,39.5301072

S/No	REGION	COUNTY	SUBCOUNTY	SITE NAME	Site COORDINATE (Decimal)
177	North Eastern	Garissa	Sankuri	Nyed Primary	-0.2717216,39.5301072
178	North Eastern	Garissa	Sankuri	Balich Primary	-0.22168,39.4565048
179	North Eastern	Garissa	Sankuri	Balich Dispensary	-0.220054,39.4646768
180	North Eastern	Garissa	Sankuri	Mathahlibah primary	-0.22168,39.4565048
181	North Eastern	Garissa	Sankuri	Qabobey primary	-0.22168,39.4565048
182	North Eastern	Garissa	Sankuri	Hirbai Primary	-0.22168,39.4565048
183	North Eastern	Garissa	Sankuri	Sankuri Police station	-0.3012321,39.5517150
184	North Eastern	Garissa	Sankuri	Sankuri REREC centre	-0.3012321,39.5517151
185	North Eastern	Garissa	Sankuri	Sankuri Dispensary	-0.3011892,39.553442
186	North Eastern	Garissa	Sankuri	Raya Dispensary	-0.3608509,39.6079891
187	North Eastern	Garissa	Sankuri	Raya Police station	-0.336993, 39.602834
188	North Eastern	Garissa	Sankuri	Raya SOG Camp	-0.336993, 39.602834
189	North Eastern	Garissa	Sankuri	Atheley Primary	-0.3184892,39.6182938
190	North Eastern	Garissa	Sankuri	Modika Chief's camp	-0.3793034,39.7129616
191	North Eastern	Garissa	Sankuri	Modika BPU camp	-0.3793034,39.7129617
192	North Eastern	Garissa	Sankuri	Nunow Primary	-0.3793034,39.7129616
193	North Eastern	Garissa	Sankuri	Shimbirey Primary	-0.03,39.4974251
194	North Eastern	Garissa	Sankuri	Shimbirey Dispensary	-0.03,39.4974252

S/No	REGION	COUNTY	SUBCOUNTY	SITE NAME	Site COORDINATE (Decimal)
195	North Eastern	Garissa	Sankuri	Abdisamit Primary	0.0164234,39.6076551
196	North Eastern	Garissa	Sankuri	Abdisamit Dispensary	0.0164234,39.6076552
197	North Eastern	Garissa	Bura East	Warable Primary	-0.6683316,39.8201346
198	North Eastern	Garissa	Bura East	Nanighi Primary	-0.85,39.8674251
199	North Eastern	Garissa	Bura East	Nanighi dispensary	-0.85,39.8674252
200	North Eastern	Garissa	Bura East	Kamuthe Primary	-0.734329,39.8324872
201	North Eastern	Garissa	Bura East	Kamuthe dispensary	-0.734329,39.8324872
202	North Eastern	Garissa	Bura East	Guyo Primary	-0.938204, 39.891831
203	North Eastern	Garissa	Bura East	Bura Boarding Primary	-1.0963826,39.9404846
204	North Eastern	Garissa	Bura East	Fafi Girls Primary	-1.0989429,39.950705
205	North Eastern	Garissa	Bura East	Bura Kadhis Court	-1.0995148,39.9329315
206	North Eastern	Garissa	Bura East	Bura Secondary	-1.0934514,39.9416832
207	North Eastern	Garissa	Bura East	Bura sub county hospital	-1.100704, 39.948768
208	North Eastern	Garissa	Bura East	Bura police station	-1.096731, 39.944704
209	North Eastern	Garissa	Bura East	Bura East DCC	-1.102846, 39.948451