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KDEAP KENYA DIGITAL ECONOMY ACCELERATION PROJECT

THE WORLD BANK

Vision

Tranforming Lives Using ICT

A digitally empowered society

and effective access in the delivery of public

To digitally empower the society through provision of quality ICT services, application of best practices and harnessing digital technologies and capabilities to unlock limitless opportunities

Request for Bids

Framework Agreement(s)
Non-Consulting Services

(Primary Procurement, Two-Envelope Bidding Process)

Procurement of:

Framework Agreement for Provision of Broadband Internet Capacity to Educational Institutions

Contract No: KE-ICTA-554032-NC-RFB

Project: Kenya Digital Economy Acceleration Project (KDEAP)

Employer: The Information and Communications Technology Authority

Country: Kenya

Issued: 30th June, 2026

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

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PART 1 – Bidding Procedures

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Section I - Instructions to Bidders (ITB)

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Section I. Instructions to Bidders

A. General

1 Scope of Bid

1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB) Framework Agreement(s) Non-Consulting Services, specified **in the Bid Data Sheet (BDS)**, the Procuring Agency, as specified **in the BDS**, issues this Request for Bids (RFB) document as part of the Primary Procurement process for Non-Consulting Services, and may lead to Framework Agreement(s) being concluded with the successful Bidder(s). The name and identification of this RFB are specified **in the BDS**.

1.2 Throughout this Bidding document:

(a) "**in writing**" means communicated in written form (e.g. by mail, e-mail, fax, including if specified **in the BDS**, distributed or received through the electronic-procurement system used by the Procuring Agency) with proof of receipt;

(b) if the context so requires, "**singular**" means "**plural**" and vice versa;

(c) "**Day**" means calendar day, unless otherwise specified as "**Business Day**". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays;

(d) "**Call-off Contract**" means a contract awarded, under a Framework Agreement, through a Secondary Procurement process, for the provision of Non-Consulting Services. The parties to the contract are the Employer and Service Provider;

(e) "**Closed Framework Agreement**": A Closed Framework Agreement is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement;

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(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 a firm that has concluded a Framework Agreement with the Procuring Agency and is eligible to receive Call-off Contracts under the secondary procurement process under this procurement scope

(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;

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(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.

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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

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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

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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

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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

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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

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method and schedule, including drawings and charts, as necessary.

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

B. Contents of the RFB Document

6 **Sections of Bidding Document**

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

PART 1 - Bidding Procedures

Section I - Instructions to Bidders (ITB)

Section II - Bidding Data Sheet (BDS)

Section III - Evaluation and Qualification Criteria

Section IV - Bidding Forms

Section V - Eligible Countries

Section VI - Fraud and Corruption

PART 2 - Service Requirements

Section VII - Procuring Agency's Requirements

PART 3 - Procuring Agency Forms

PART 4 - Framework Agreement (FA)

SCHEDULE 1: Services

SCHEDULE 2: Activity Schedules

SCHEDULE 3: Security Forms

SCHEDULE 4: Secondary Procurement

SCHEDULE 5: List of Employers (if applicable)

6.2 The Specific Procurement Notice "Request for Bids to conclude a Framework Agreement(s) for Services", issued by the Procuring Agency is not part of this Bidding document.

6.3 Unless obtained directly from the Procuring Agency, the Procuring Agency is not responsible for the completeness of the document, responses to requests

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for clarification, the Minutes of the pre-Bid meeting (if any), or addenda to the Bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Procuring Agency shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding document and to furnish with its Bid all information or documentation as is required by the Bidding document.

7 Clarification of Bidding Document

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

8 Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may amend the Bidding document by issuing addenda.

8.2 Any Addendum issued shall be part of the Bidding document and shall be communicated in writing to all who have obtained the Bidding document from the Procuring Agency in accordance with **ITB 6.3**. The Procuring Agency shall also promptly publish the addendum on the Procuring Agency's web page in accordance with **ITB 7.1.**

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may, at its

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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;

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(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.

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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

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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

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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

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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

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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**.

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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

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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.

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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

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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.

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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**

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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

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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

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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

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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;

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(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

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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;

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(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.

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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 Fixed Broadband Internet Capacity to Educational Institutions** **RFB Reference #: KE-ICTA-554032-NC-RFB**
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. Framework Agreement panel – minimum number (5) The Procuring Agency intends to conclude a Framework Agreements with a minimum number of Bidders for each item or for each range of Call-off quantities. The minimum number is five (5)

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	Framework Agreement panel – maximum number (30) The Purchasing Agency, will conclude Framework Agreements for each item or for each range of Call-off quantities. Up to a maximum number of (30) qualified bidders with substantially responsive bids. The maximum number of Bidders that the Procuring Agency may conclude Framework Agreements with is Thirty (30)
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 mutually extended based on performance and availability of budget.
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 .
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: **18th January 2027**
ITB 18.3(a)	Where the Bid validity period is extended, the Bid prices shall be adjusted (to determine the Framework Agreement (FA prices) by the following factor(s): (1) The local currency portion of the FA prices shall be adjusted by a factor reflecting local inflation during the period of extension, and (2) the foreign currency portion of the FA price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.
ITB 20.3	The written confirmation of **authorization to sign** on behalf of the Bidder shall consist of **Duly filled and signed Power of Attorney.**

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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: **11th August, 2026** Time: **10.00 a.m. 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: **11th August, 2026** Time: ***10.00 a.m. 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.

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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: ***70%***

Main Rated Criteria are:

1. Specified performance requirements -50%
2. Company Profile-20%
3. Proposed Project Implementation Approach & Staffing-30%

Technical Factor	Weight in percentage [100%]
Criterion 1: **Specified performance requirements**	**50%**
Item 1: Service Delivery *The Bidder must provide Dedicated CIR bandwidth delivery, QoS performance (≤60ms latency to KIXP Nairobi/Mombasa, Konza DC, ADC, PAIX, iColo), High-Speed Connectivity with at least two redundancy backbone routes at aggregation/Sink POP, Internal Distribution & Coverage Performance and Service Activation, Testing, Commissioning and As-built documentation* *Significantly in excess of requirements - 100%* *Moderately in excess of requirements - 75%* *Meeting requirements - 50%* *Below requirements - 0 %*	**20 points**
Item 2: Service Level Agreement *Completeness of Proposed Service Level Agreement (SLA) indicating Service Descriptions, Support requirements, Escalation matrix and contacts, and support engagement.* *• Significantly in excess of requirements – 100%* *• Moderately in excess of requirements – 75%* *• Meeting requirements – 50%* *• Below requirements – 0%*	**10 points**
Item 3 : Technology efficiency and sustainability *Bidder must provide technology efffeciency and sustainability in terms of Technology Suitability & Delivery Architecture, Speed of Deployment &*	**10 points**

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	Service Activation, Technology Scalability & Density Migration Capability, Technology Resilience, Redundancy & Service Continuity, and Operational Ease, Monitoring & Optimization • *Significantly in excess of requirements – 100%* • *Moderately in excess of requirements – 75%* • *Meeting requirements – 50%* • *Below requirements – 0%*	
	Item 4: Governance & Change Management *Bidder must provide proposal for Operational Change Control & Configuration Management, Density Migration Management, Density Migration Management, SLA Compliance, Operational Reporting & Payment Validation and Cyber Threats Mitigation & Breach Resolution* • *Significantly in excess of requirements – 100%* • *Moderately in excess of requirements – 75%* • *Meeting requirements – 50%* • *Below requirements – 0%*	**10 points**
	Criterion 2: **Company Profile-**	**20%**
	The Bidder must provide an Organization profile indicating Core business, Organogram, Mission and Leadership. No of years in existence and Proof of implementation of Provision of Internet • *Significantly in excess of requirements – 100%* • *Moderately in excess of requirements – 85%* • *Meeting requirements – 50%* • *Below requirements – 0%*	**20 points**
	Criterion 3: **Proposed Project Implementation Approach & Staffing - 30%**	**30%**
	Sub-criterion 1*-Key Project Implementation Approach -15pts*	**15 points**
	The Bidder MUST provide a project implementation plan, Methodology, workplan that outlines the bidders strategy in implementing the solution Milestones. The bidder will also provide Compliance to Technical	

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	requirements cross referencing to the relevant supporting information for entire Technical Specifications Section. The cross reference should document the relevant publicly accessible documents and sites where the details are located. *Significantly in excess of requirements - 100%* *Moderately in excess of requirements - 75%* *Meeting requirements - 50%* *Below requirements - 0 %*	
	***Sub-criterion 2**-Key Project Implementation Professionals -15 pts*	**15 points**
	One (1) qualified Project Team Leader with a Bachelor's degree in Engineering/ICT/Telecommunications or related field, minimum ten (10) years general experience, minimum three (3) years specific Telecommunications projects management experience and certified project management training supported by CVs and certificates *Significantly in excess of requirements - 100%* *Moderately in excess of requirements - 75%* *Meeting requirements - 50%* *Below requirements - 0 %*	**5 points**
	At least two (2) qualified IP Experts with minimum Bachelor's degree in Telecom/IT Engineering or related field, minimum five (5) years general experience, minimum three (3) years experience in advanced IP/MPLS multi-vendor environments and professional certification equivalent to CCNP/JNCIP/HCIP supported by CVs and certifications	**5 points (2.5 for each expert)**
	At least two (2) qualified Power Engineers with minimum Diploma in Electrical Engineering or related field, minimum three (3) years experience in electrical/power systems works and registration with relevant professional body supported by CVs and registration certificates	**5 points (2.5 for each expert)**
	Total score 100% (pass mark score is 70% to proceed to the next stage)	

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	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: 3**0%**
K. Conclusion a Framework Agreement	
ITB 41.1	Failure to submit the completed Beneficial Ownership Disclosure Form within the stipulated timeline (Eight (8) business days from the date of receiving the Notification to Conclude a Framework Agreement) shall render the bidder ineligible to conclude the Framework Agreement, and the next-ranked eligible bidder shall be considered
ITB 45	**Signing the Framework Agreement** The Bidder shall sign, date and return the Framework Agreement within **14** *days* 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: Jessee K Maruti** **Title/position: Chief Executive Officer** **Procuring Agency: Information and Communication, Technology Authority**

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	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.

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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;

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(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 all 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 shall include 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 fifty Million (KES. 50,000,000.00)**
Subcontractors	Subcontractors' experience **shall not** be taken into account.
Key Personnel	**a) Project Team Leader**

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	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) Expert (2 Nos)** 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 **c) Power Engineer (2 personnel)** The Key expert should have **a.** At least a Diploma in Electrical Engineering or related field. **b.** At least 3 years' experience in Electrical works. Provide CVs. **c.** The engineer should be registered with a relevant professional body. Provide certificate.

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.

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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.

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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.

Technical Part Scoring Methodology

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 3-5years). The scope for provision of fixed Broadband Internet Capacity to Educational Institutions is to procure high-speed internet connectivity services for schools and other government institutions.

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 cost etc.

a) Service delivery

Performance Requirement	*BIDDER RESPONSE*	*COMPLIANCE*
i. **High-Speed Connectivity:** Deliver reliable high-speed internet to last mile institutions, with at least two redundancy backbone		

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	Performance Requirement	*BIDDER RESPONSE*	*COMPLIANCE*
	routes at aggregation/Sink Point of presence (POP). This will ensure minimization of downtime and ensure continuous access to services.		
ii.	**Service Options:** Offer dedicated bandwidth plans; Committed Information Rate (CIR) with minimum of 30mbps scalable to above 100Mbps download speeds and a minimum of 20Mbps upload speeds scalable to above 50Mpbs. A detailed density plan for site-specific needs is highlighted on Section VII.		
iii.	**Quality of Service (QoS):** Ensure low latency, high throughput, and minimal packet loss for optimal performance and user experience. At most 60ms latency to Major Internet Point within Kenya (Datacenters, Major Gateways)		
iv.	**Internal Distribution**: Distribute the capacity internally in the premise using wireless access points.		
v.	**Installation Standards:** Comply with ANSI/ITA-568, ISO/IEC 11801, and ICTA standards during the installation works.		
vi.	**Monitoring and Support**: Offer dedicated, managed Network Operations Services featuring online centralized portal, 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		
vii.	**Compliance:** Ensure compliance with all legal, regulatory, and licensing requirements.		

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Performance Requirement	*BIDDER RESPONSE*	*COMPLIANCE*
viii. **Documentation**: Document and map "As-Built" documentations design and handover the infrastructure to ICT Authority.		

b) Density Plans

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. All recurrent costs over the duration of the contract should be included in the aggregate bid price.

#	Density Plan	Description	*BIDDER RESPONSE*	*COMPLIANCE*
1.	Internet Connectivity in a **Low density** Site	Delivery of a Managed internet Service supporting an average of 20 users (e.g., primary/secondary school), with a minimum of two (2) access points to ensure internet coverage in the computer lab, administration block, and staff room. The solution shall include a rack-mounted UPS system rated at a minimum of 500VA to provide backup power during outages. The service provider shall handle installation, monitoring, maintenance, and uptime under defined SLAs for the contract period. At least 30 Mbps Internet Capacity per Site		

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#	Density Plan	Description	*BIDDER RESPONSE*	*COMPLIANCE*
2.	Internet Connectivity in a **Medium density** Site	Delivery of a Managed internet Service supporting an average of 100 users (larger educational insitutions), with a minimum of four (4) access points to ensure adequate coverage across operational areas. The solution shall include a rack-mounted UPS system rated at a minimum of 1kVA to provide backup power during outages. The service provider shall handle installation, monitoring, maintenance, and uptime under defined SLAs for the contractual period. At least 50 Mbps Internet Capacity per Site		

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#	Density Plan	Description	*BIDDER RESPONSE*	*COMPLIANCE*
3.	Leased Service Connectivity in a **low density** Site	Delivery of a Managed Leased Service where the provider interconnects at a designated POP/Aggregated Internet (Sink Site) in OGN/NOFBI network via a 10Gbps interface and utilizes its own transp[1]ort network to distribute bandwidth to multiple last-mile low-density sites. The provider shall provision, manage, and monitor end-to-end connectivity, ensuring SLA to beneficiary educational insitutions) with at least two(2) access points. Each beneficiary site shall be equipped with a small lockable rack housing network equipment and a rack-mounted UPS rated at a minimum of 500VA to provide power backup during outages. The service provider shall be responsible for installation, configuration, monitoring, maintenance, and uptime assurance for the contractual period. At least 30 Mbps leased Capacity per site.		

[1] Bidders will be given a 10G interface without any additional cost to ICTA in a technology neutral point of presence within the OGN/NOFBI Network.

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#	Density Plan	Description	*BIDDER RESPONSE*	*COMPLIANCE*
4.	Leased Service Connectivity in a **medium density** Site	Delivery of a Managed Leased Service where the provider interconnects at a designated POP/Aggregated Internet (Sink Site) via a 10Gbps interface and utilizes its own transport network to distribute bandwidth to multiple medium-density last-mile sites (e.g., large educational institutions). The provider shall provision, manage, and monitor end-to-end connectivity with SLA assurance with at least four (4) Access Points. Each beneficiary site shall be equipped with a secure lockable rack housing network equipment and a rack-mounted UPS rated at a minimum of 1kVA to provide backup power during outages. The provider shall be responsible for installation, configuration, monitoring, maintenance, and uptime assurance for the contractual period. At least 50 Mbps leased Capacity per site		

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c) Utilization Reporting

#	Item	Description	*BIDDER RESPONSE*	*COMPLIANCE*
1	24/7 Network Operations Center (NOC)	The bidder shall provide a 24/7 Network Operations Center (NOC) services[2] for continuous monitoring of all last-mile sites, including real-time fault detection, ticket logging, and structured escalation procedures. Incidents shall be classified by severity, escalated within defined timelines, and resolved in accordance with agreed SLA response and restoration targets, with full tracking and reporting of resolution status.		
2	Network Management System (NMS)	The bidder shall provide a secure centralized online Network Management System (NMS) accessible to ICTA, Schools, Gok Departments & WB for real-time monitoring of bandwidth utilization, link availability, latency, packet loss, and device health across all last-mile sites, with alerting thresholds aligned to SLA parameters. ICTA shall through its NOC shall maintain a standard SLA Compliance tool to validate uptime prioir to payments.		

[2] The NOC services are managed services that assume each provider has an existing NOC set-up running 24/7 with staff to monitor and mediate faults.

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3	Bandwidth Utilization Reporting	The bidder shall generate per-site monthly utilization reports indicating allocated capacity, peak usage, average throughput, and 95th percentile traffic measurements for payment validation purposes. The bidder shall implement an automated reporting system capable of generating scheduled monthly utilization and SLA availability reports in PDF or any other machine readable format as agreed. The report shall be submited within 7 days of the succeeding month, stamped and signed by the host last mile site Head of institution and shall be attached to the payment invoices.		
4	Performance Monitoring and optimization	The bidder shall provide performance monitoring through his NOC and NMS Services. The dashboard will provide summary statistics on connected sites, uptime, bandwidth utilization, commonly accessed resources, location in a standardized format. Similar to what is used in Giga Meter.		

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d) Governance & change management

#	Item	Description	*BIDDER RESPONSE*	*COMPLIANCE*
1	Pre-Installation Survey	The bidder shall be required to do a pre- installation visit, propose a density plan, sketch the internal distribution on a high level topology diagram of active equipment (Switches, Access point, etc.) placement- Design Sketches will be approved by ICTA prior to deployment 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		
2	Service Governance & Change Control	The bidder shall implement formal change management SOP procedures covering upgrades, density migration (Low, Medium), relocation, and configuration changes. All changes shall follow documented approval workflows, defined maintenance windows, and version-controlled configuration management to safeguard SLA performance and service continuity. These procedures shall be based on existing ICT Authority SOPs and standards.		

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3	SOP and SLA	The bidder shall follow a existing Standard Operating Procedure (SOP) linking monthly payment to verified SLA performance per site. Payment shall be calculated based on validated monthly uptime derived from NOC/NMS monitoring systems and cross-checked against device logs, interface statistics, power logs (UPS/solar where applicable), and ticketing records.		
4	SLA Availability Thresholds	This will be done Per Site Per Month ≥ 95.% uptime: 100% payable 90.0% – 94.99% uptime: 95% payable 85.0% – 89.99% uptime: 85% payable 80.0% – 84.99% uptime: 70% payable < 80.0% uptime: 0% payable Uptime shall be calculated as: (Total minutes in month – Verified outage minutes) ÷ Total minutes in month × 100 No invoice shall be certified without submission of monthly SLA reports, utilization reports, and complete incident logs with timestamps, and Root Cause Analysis for outages exceeding 60 minutes. Repeated performance below 98% uptime for three consecutive months will result in non-consideration of next periodic call-offs.		

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5	Outage Verification & Root Cause Determination	***Provider-Attributable Outages:*** *Counted against SLA where caused by:* • Link failure within provider network • Active or Power equipment at last mile failure • Misconfiguration • Delayed restoration beyond SLA • Lack of redundancy ***Client-Attributable Outages*** *:Not Counted Against SLA* • Internal LAN failure beyond demarcation point • Unauthorized equipment tampering • Site access denial • Force Majeure / Natural calamity Incidents • Confirmed Kenya Power grid outage (verified by KPLC outage notice/logs) • National fiber cuts publicly reported by licensed operators • Civil unrest or government-declared emergency All exclusions must be supported by documentary evidence (incident report, third-party outage notice, power logs, geo-tagged field report). Absence of evidence shall result in the outage being treated as provider-attributable.		

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6	SLA- ***Severity 1 (Critical – Full Site Outage):*** *Complete loss of connectivity at a beneficiary site.*	Escalation shall apply per site and per incident. • *Level 1 (NOC): 0–30 minutes –* • *Level 2 (Head of Operations): Escalated at 30 minutes* • *Level 3 (Executive management): Escalated at 1 hours* Restoration Target: *Within 4 hours. Failure to meet restoration timelines shall count toward monthly uptime calculation and SLA penalties.*		
7	SLA- ***Severity 2 (Major Issue, Degraded Performance):*** *Significant performance degradation (latency, packet loss, or bandwidth reduction >30% of provisioned capacity).*	Escalation shall apply per site and per incident. • *Level 1: 0–2 hours – troubleshooting and corrective actions.* • *Level 2: Escalated at 2 hours if unresolved.* • *Level 3: Escalated at 6 hours if unresolved.* Restoration Target: Within 24 hours. *Failure to meet restoration timelines shall count toward monthly uptime calculation and SLA penalties.*		
8	SLA-Severity 3 (Minor – Non-Critical Fault) : Isolated device issue (single AP failure, UPS alert, non-service impacting alarm).	Response Time: Within 4 hours. • *Level 1: 0–24 hours corrective action.* • *Level 2: Escalated at 24 hours if unresolved.* • *Level 3: Escalated at 48 hours if unresolved.* Restoration Target: Within 72 hours. *Failure to meet restoration timelines shall count toward monthly uptime calculation and SLA penalties.*		

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9	Content Filtering & Access Control	The bidder shall implement mandatory content filtering to protect children from harmful or age-inappropriate online content, including pornography, explicit material, violence, hate speech, gambling, drugs, extremism, and other prohibited categories. Filtering shall operate at DNS and/or secure web gateway level and enforce safe search across major search engines.		
1	Threat Protection, Monitoring & Compliance	The bidder shall deploy continuously updated threat intelligence mechanisms to block malware, phishing, malicious domains, and other cyber security threats, with centralized policy management allowing ICTA oversight and enforcement across all beneficiary sites. The solution shall provide periodic security and blocked-content reports, retain logs for audit purposes, and comply with relevant laws , applicable data protection laws.		

e) Delivery Technology & Point of Presence

The bidder shall complete the table below indicating the preferred delivery technology , List geographical locations per county and provide necessary information showing existing infrastructure and Point of Presence.

#	**Delivery Technology**	**Point of Presence (Geographical Location based on Full County Coverage)** *The Bidder is required to fill list of Counties with matching Services*	***BIDDER RESPONSE***	***COMPLIANCE***
1.	Direct fiber connectivity from POP to site, supporting high-capacity, low-latency, and scalable bandwidth			

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#	Delivery Technology	Point of Presence (Geographical Location based on Full County Coverage) *The Bidder is required to fill list of Counties with matching Services*	*BIDDER RESPONSE*	*COMPLIANCE*
2.	Last-mile fiber access using GPON architecture			
3.	Point-to-point or point-to-multipoint licensed[3] microwave links			
4.	Point-to-point or point-to-multipoint unlicensed microwave links			
5.	Fixed Wireless Access (FWA) broadband solutions			
6.	LTE / 4G / 5G Connectivity Enterprise-grade LTE or 5G connectivity using SIM-based routers			
7.	Low Earth Orbit (LEO) Satellite[4] via Ground Station[5] Aggregated Leased Services to Educational Institutions from Gok Existing Internet POP Points			

f) Qualification and Experience of the firm personnel

[3] ICTA Authority does not have Licensed Frequencies from the Regulator, or shall not pay for license cost.

[4] There exist a separate Framework Agreement for Delivery of internet services directly to Educational Institutions using LEO to provide for connectivity in rural areas directly from the provider network.

[5] The bidder should indicate the exact positioning of the Ground station and illustrate how they interconnect to GoK/OGN Nearest Primary & Secondary POP Sites to allow seaming-less internet connectivity to the Educational Institutions via LEO services.

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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.	**Internet Protocol (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.	
3.	**Power Engineer (at least 2 personnel)**	**d.** At least a Diploma in Electrical Engineering or related field. **e.** At least 3 years' experience in Electrical works. Provide CVs. **f.** The engineer should be registered with a relevant professional body. Provide certificate.	

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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

N/A

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

_____.

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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]*

No additional criteria.

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.

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(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.

(d) The procuring Agency will distribute the FA based on geographical spread selection

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Letter of Bid- Technical Part

Primary Procurement - Framework Agreement Services

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

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

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

Framework Agreement - Services
Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*
Request for Bid No.: [*insert identification*]
Alternative No.: [*insert identification No if this is a Bid for an alternative*]

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

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

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

In submitting our Bid we make the following declarations:

(a) **No reservations:** We have examined and have no reservations to the RFB document, including addenda issued in accordance with Instructions to Bidders (**ITB 8**);

(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) **Bid/Proposal-Securing Declaration**: *[select OPTION 1 or 2 as applicable]*

OPTION 1

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

OPTION 2

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

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

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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

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(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.

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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.

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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.

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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

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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**.

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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.

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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.]

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Work Plan

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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
---			

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Key Equipment Strategy

Major items of Service Provider's Equipment proposed for carrying out the Services. End-user devices will be owned and operated by the bidder for a period of three years after which ownership transfers to the client. 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?)

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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.

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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

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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

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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.

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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			

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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]*

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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.]*

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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

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(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.

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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.

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

1	2	4	5		6
Service item N°	Description of Services	**Indicative** Service Completion Period	**Indicative Quantity and physical unit per individual Call-off ***		***Unit price***
			Minimum	**Maximum**	
[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]*

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***

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

1 ervice Line Item N°	2 Description of Services	4 **Indicative** Service Completion Period	5[6] **Estimated Quantity over FA period** and physical unit	6 ***Unit price per single site***	7 Total Price per Service per LOT (Col. 5*6)	8 Total Price per Service per LOT For three years
1.	Internet Connectivity in a **Low density** Site - **30mbps per site**	*1 year*	*Cluster of 30 Educational Institutions per call-off*			
2.	Internet Connectivity in a **Medium density** Site- 50 mbps per site	*1 year*	*Cluster of 15 Educational Institutions per call-off*			
3.	Leased Service Connectivity in a **low density** Site -30mbps per site	*1 year*	*Cluster of30 Educational Institutions per call-off*			
4.	Leased Service Connectivity in a **low density** Site – 30mbps per site	*1 year*	*Cluster of 30 Educational Institutions per call-off*			
5.	Leased Service Connectivity in a **medium density** Site – 50 mbps per site	*1 year*	*Cluster of 15 Educational Institutions per call-off*			

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.***

[6] Grouping will be done by geographical area per county or subcounty and shall be clustered by bandwidth needs.

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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]			

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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.

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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

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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

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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.

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i.

PART 2 – Procuring Agency's Requirements

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Section VII – Procuring Agency's Requirements

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Activity Schedule

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Performance Specifications and Drawings

Provision of fixed Broadband Internet Capacity to last Sites

The scope for provision of Broadband Internet Capacity to last is to procure high-speed internet connectivity services for education and government institutions using various registered Internet Service providers(ISP) who have point of presence and are able to offer services to these institutions.

Indicative List is attached in ANNEX

A). PERFORMANCE REQUIREMENTS

a) Service Delivery

i. **High-Speed Connectivity: D**eliver reliable high-speed internet to last-mile institutions, with a minimum of two redundant backbone routes at the Aggregation/Sink POP to minimize downtime and ensure continuous service availability.

ii. **Service Options (CIR):** Provide dedicated bandwidth plans under Committed Information Rate (CIR), with a minimum of 30Mbps scalable to 100Mbps download and 20Mbps scalable to 50Mbps upload.

iii. **Quality of Service (QoS**): Ensure low latency (maximum 60ms to major Internet points within Kenya), high throughput, and minimal packet loss for optimal performance and user experience.

iv. **Internal Distribution**: Distribute the provisioned capacity within the premises using wireless access points in accordance with the approved density plan

v. **Installation Standards:** Comply with ANSI/TIA-568, ISO/IEC 11801, and ICTA standards during all installation works.

vi. **Monitoring & Support**: Provide managed Network Operations Services including a centralized online portal, 24/7 technical support, proactive monitoring, helpdesk functionality, SLA enforcement, a defined escalation matrix, and service credit mechanisms.

vii. **Regulatory Compliance**: Ensure compliance with all applicable legal, regulatory, and licensing requirements.

viii. **Documentation**: Provide complete As-Built documentation, detailed network mapping, and formal infrastructure handover to the ICT Authority

b) Density & Leased Connectivity scenarios

i. **Internet Connectivity – Low Density:** Managed Internet Service for approximately 20 users with a minimum of two (2) access points.. **Minimum 30 Mbps per site.**

ii. **Internet Connectivity – Medium Density: Managed** Internet Service for approximately 100 users with a minimum of four (4) access points. Includes rack-

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mounted UPS ≥3kVA. Installation, monitoring, maintenance, and SLA-backed uptime included. **Minimum 50 Mbps per site.**

iii. **Leased Service – Low Density:** Managed Leased Service via 10Gbps interconnection at POP/Sink Site, distributed to low-density sites with minimum two (2) access points. **Minimum 30 Mbps leased capacity per site.**

iv. **Leased Service – Low Density:** Managed Leased Service via 10Gbps POP interconnection to low-density sites with minimum two (2) access points. **Minimum 30 Mbps leased capacity per site.**

v. **Leased Service – Medium Density:** Managed Leased Service via 10Gbps POP interconnection to medium-density sites with minimum four (4) access points. Includes secure rack and UPS ≥3kVA. Installation, monitoring, and SLA-backed uptime included. **Minimum 50 Mbps leased capacity per site.**

c) Utilization Reporting

i) The bidder shall provide a 24/7 Network Operations Center (NOC) services[10] for continuous monitoring of all last-mile sites, including real-time fault detection, ticket logging, and structured escalation procedures. Incidents shall be classified by severity, escalated within defined timelines, and resolved in accordance with agreed SLA response and restoration targets, with full tracking and reporting resolution status.

ii) The bidder shall provide a secure centralized online Network Management System (NMS) accessible to ICTA, Schools, Gok Departments & WB for real-time monitoring of bandwidth utilization, link availability, latency, packet loss, and device health across all last-mile sites, with alerting thresholds aligned to SLA parameters.

i. ICTA shall through its NOC shall maintain a standard SLA Compliance tool to validate uptime prioir to payments**Bandwidth Utilization Reporting: The** bidder shall generate monthly per-site utilization reports showing allocated capacity, peak usage, average throughput, and 95th percentile traffic. Reports shall be submitted within seven (7) days of the succeeding month, stamped and signed by the host institution, and attached to payment invoices.

ii. **Performance Monitoring & Optimization:** The bidder shall provide a web-based dashboard with graphical visualization of traffic trends, uptime statistics, SLA compliance, and power status (UPS and battery health). Historical performance and incident data shall be retained for at least five (5) years to support audit, optimization, capacity planning, and future density migration.

d) Governance & Change Management

i. **Service Governance & Change Control:**The bidder shall implement formal Change Management SOPs covering upgrades, density migration (Low, Medium, High), relocations, and configuration changes. All changes shall follow documented approval workflows, defined maintenance windows, and version-controlled configuration management aligned to ICT Authority SOPs to safeguard SLA performance and service continuity.

[10] The NOC services are managed services that assume each provider has an existing NOC set-up running 24/7 with staff to monitor and mediate faults.

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ii. **SOP & SLA**:The bidder shall follow the approved SOP linking monthly payment to verified SLA performance per site. Uptime shall be validated using NOC/NMS data, device logs, interface statistics, power logs, and ticketing records.

iii. SLA Availability Thresholds (Per Site, Per Month)

≥ 95.% uptime: 100% payable

90.0% – 94.99% uptime: 95% payable

85.0% – 89.99% uptime: 85% payable

80.0% – 84.99% uptime: 70% payable

< 80.0% uptime: 0% payable
Uptime = (Total minutes in month – Verified outage minutes) ÷ Total minutes × 100. No invoice shall be certified without SLA report, utilization report, incident logs, and RCA for outages exceeding 60 minutes. Performance below 98% uptime for three consecutive months may result in exclusion from subsequent call-offs.

iv. **Outage Verification & Root Cause:**

- **Provider**-attributable outages (network link failure, equipment failure, misconfiguration, delayed restoration, lack of redundancy) shall count against SLA.
- **Client**-attributable outages (LAN faults beyond demarcation, tampering, denied access) and verified force majeure events (KPLC-confirmed outages, nationally reported fiber cuts, declared emergencies) shall not count, subject to documentary evidence. Absence of proof shall result in classification as provider-attributable.

v. **SLA – Severity 1 (Critical Outage)** :Full site outage.

Escalation Levels

- Level 1 (NOC) within 0–30 minutes;
- Level 2 (Head of Operations) at 30 minutes;
- Level 3 (Executive Management) at 1 hour.

Restoration target: within 4 hours. Delays count toward SLA penalties.

vi. **SLA – Severity 2 (Major Degradation) :**Significant degradation (>30% capacity loss, high latency, or packet loss).

Escalation Levels

- Level 1 within 0–2 hours;
- Level 2 at 2 hours;
- Level 3 at 6 hours.

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Restoration target: within 24 hours.

vii. **SLA – Severity 3 (Minor Fault):**Non-critical device issues (single AP failure, UPS alert).

Escalation Levels

- Level 1 within 24 hours;
- Level 2 at 24 hours;
- Level 3 at 48 hours.

Restoration target: within 72 hours.

viii. **Content Filtering & Access Control:** The bidder shall implement mandatory DNS and/or secure web gateway filtering to block harmful or age-inappropriate content and enforce safe search across beneficiary sites.

ix. **Threat Protection & Compliance**: The bidder shall deploy continuously updated threat protection mechanisms against malware, phishing, and malicious domains, with centralized policy control, periodic reporting, log retention, and compliance with applicable data protection and cyber security laws.

j) Delivery Technology & Point of Presence

The bidder shall indicate the preferred delivery technology and list geographical locations per county demonstrating existing infrastructure and Point of Presence (POP) coverage to support full county service delivery. The bidder shall complete the corresponding table indicating county coverage, available POP locations, and matching delivery technology per county.

i. **Direct Fiber Connectivity:** High-capacity fiber connection from POP to site, supporting low latency and scalable bandwidth across the county.

ii. **GPON (Gigabit Passive Optical Network):**Last-mile fiber access using GPON architecture where shared fiber infrastructure exists within the county.

iii. **Licensed Microwave Links:** Point-to-point or point-to-multipoint licensed microwave solutions for high-capacity backhaul or last-mile delivery.

iv. **Unlicensed Microwave Links**: Point-to-point or point-to-multipoint unlicensed microwave solutions for rapid deployment in suitable environments.

v. **Fixed Wireless Access (FWA):**Carrier-grade wireless broadband solutions for full coverage within the county.

vi. **LTE / 4G / 5G Connectivity:** Enterprise-grade LTE or 5G connectivity using SIM-based routers for primary or backup service delivery.

vii. **Low Earth Orbit (LEO) Satellite via Ground Station Aggregated Leased Service: C***onnectivity through a Low Earth Orbit (LEO) satellite platform as leased services via an existing licensed Ground Station within Kenya. Under this model, bulk OGN internet capacity shall be transported to the Ground Station and uplinked to the LEO constellation for distribution to remote or hard-to-reach rural last-mile sites.*

B). FIRM CAPABILITY

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a) Legal Standing & Licensing

ii. Provide proof Company registration in Kenya or Country of Origin. All firms participating in the implementation of routes must demonstrate valid legal standing and compliance with Kenya's regulatory framework.

iii. Holding a minimum of Tier 2 Network Facilities Provider (NFP) License issued by the Communications Authority of Kenya (CA) or equivalent in other countries subject to obtaining the licence prior to contract signing.

iv. Statutory compliance documents such as a valid Tax Compliance Certificates.

v. Confirmation of no outstanding debt obligations to the Government of Kenya. For State-Owned Enterprises (SOEs), additional evidence of financial and operational autonomy, as well as independence from ICTA or other contracting agencies, will be required.

b) Firms Experience in provision of internet and leased services

- Firms must demonstrate proven experience in the successful delivery and long-term contract in delivery of internet or leased services to last miles, access or subscriber services equivalent to education or government institutions where at least 20 users or at most 1000 users access the delivered services.

- Proven track record in managing operations and maintenance (O&M) of fibre optic networks, GPON, Fixed Access Wireless, LTE, 4G, 5G, LEO and microwave networks across terrestrial infrastructure.

- Demonstrate track record of meeting stringent Service Level Agreements (SLAs) on uptime, restoration times and escalations within contractual timelines

- Evidence of being a wholesaler/retailer of delivery of internet or leased services to last miles, access or subscriber services for the last 5 years

- Has an annual turnover equivalent to at least KES 100 million.

- Participating firms must demonstrate access to modern and well-maintained machinery required for large network operations such as

    - Specialized trenching machines, cable blowers, winches, and splicing equipment

    - Planning and design tools such as GIS, wireless network planners, optimization tools.

    - Testing tools such as OTDRs, power meters, and fault locators.

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- Installation accessories such as duct rods, protective conduits, splice closures.
- Environment and Safety gear such as helmet, overall, safety boots, splicing goggles, etc.
- All terrain 4X4 wheel drive motor vehicles for logistics and movements.

- Provide Evidence of operating 24/7 Service/Network operating centre for over 2 years with relevant NMS, SOP, SLA tools and procedures
- Provide evidence of cyber security control and content filtering for under-age school going children
- Provide capability to conduct analysis, optimization, business functions within operational capability of the firm.

c) Firms Financial Capability

i. **Audited Financial Statements:** Firms must submit audited financial statements for the last three consecutive years, certified by a licensed auditor. These statements should clearly demonstrate financial soundness, with positive net worth, sustainable cash flows, and the ability to absorb project-related risks. The procuring entity will apply the relevant financial ratio to compute the financial healthiness of the firm.

ii. **Turnover and Liquidity Requirements:** Firms are required to demonstrate a minimum annual turnover of KES 100 million. Firm must provide evidence of sufficient liquidity to support the execution of works without disruption, through financial current ratio.

iii. ***Access to Financial liquidity:*** Firms must provide proof of access to external financing. The firm should provide bank letters of credit or guarantees, or other financial instruments issued by reputable institutions of at least KES 50M.

iv. ***Past Contract Performance:*** Firms must demonstrate experience in financing and executing at least 2 projects of a similar nature in the last 5 years, with at least 100 subscribers. Firms shall provide references of completed contracts, contract values, and evidence of timely and successful projects from previous clients or contracting entities.

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

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

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

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

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

x. ***Legal and Ethical Compliance:*** Firms must demonstrate compliance with all applicable legal and regulatory obligations, including labour laws, human rights laws, and environmental protection requirements. Firms shall submit a sworn declaration of compliance with all applicable laws.

C). PROJECT IMPLEMENTATION APPROACH

a) **Project Implementation Plan & Delivery Schedule:** The bidder shall submit a detailed implementation plan covering site survey for sketching, sketchy designs, approvals, procurement, installation, configuration, testing, commissioning, and handover. The delivery schedule shall define clear milestones, timelines, dependencies, and measurable deliverables aligned to agreed call-off timelines.
b) **Change Control Management:** The bidder shall provide a formal Change Control Procedure outlining how scope variations, density migration, relocations, and configuration updates will be requested, assessed, approved, documented, and implemented. All changes shall align with ICTA governance standards and be fully version-controlled.

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c) **Risk Management Plan:** The bidder shall submit structured Risk Management Plan identifying technical, operational, environmental, regulatory, and logistical risks. The plan shall define mitigation measures, contingency actions, risk ownership, residual risks and escalation pathways.
d) **ESIA & ESF Compliance:** The bidder shall demonstrate compliance with Environmental and Social Impact Assessment (ESIA) requirements and applicable Environmental and Social Framework (ESF) standards. The approach shall address environmental protection, occupational health and safety, left over material disposal, e-waste management community engagement, and mitigation of social risks during installation and operation.
e) **Team structure & Roles:**The bidder shall provide a detailed project team structure including Project Manager, Internet Protocol (IP) Expert and Power Engineer (2 personnel. Roles, responsibilities, reporting lines, and qualifications of key personnel shall be clearly defined. Escalation Matrix and organogram
f) **Issue Resolution & Incident Management:**The bidder shall define structured issue tracking, escalation procedures, and communication protocols for both operational and project-related issues. This shall include defined timelines for resolution and formal reporting mechanisms.
g) **Cybersecurity Incident Management:**The bidder shall provide a Cybersecurity Incident Response Plan detailing procedures for detection, containment, investigation, reporting, and remediation of cyber security breaches. The plan shall include defined response timelines, notification procedures to ICTA, and post-incident reporting requirements.
h) **Quality Management & Assurance Procedures:** The bidder shall provide documented quality management procedures covering installation standards, testing protocols, acceptance criteria, performance validation, compliance verification, and formal handover documentation in alignment with ICTA standards.

D). TEAM COMPOSITION

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) Expert (2 Nos)

The Key IP expert should have:

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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

d) Power Engineer (2 personnel)

The Key expert should have

g. At least a Diploma in Electrical Engineering or related field.
h. At least 3 years' experience in Electrical works. Provide CVs.
i. The engineer should be registered with a relevant professional body. Provide certificate.

E). SECONDARY PROCUREMENT

a) CALL-OFF METHODS

The procuring entity shall invite shortlisted bidders for a secondary procurement with either or combination of below listed methods

#	Method	Description	Criteria for Use
1.	**Mini-Competition[11] through Quotations**	The Procuring Entity invites all eligible Framework Service Providers to submit quotations for specific sites or bundled sites. Award is made to the substantially responsive bidder with the best technical & evaluated cost as per additional requirements	Where the sites requires additional requirements as stipulated the framework Agreement Procedures

[11] The new price gotten from the mini-competition not exceed the framework quoted price

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2.	**Direct Selection[12] Based on Location**	The Procuring Entity selects the Service Provider best positioned geographically to deliver the services within the specific or county or sub-county	Shall be used where infrastructure proximity, existing backbone presence and logistical advantage ensures faster deployment and lower delivery risk.
3.	**Direct Selection Based on Balanced Division**	Call-off Contracts are awarded sequentially among eligible Service Providers within specific county or sub-county, subject to a predefined upper limit as outlined in activity price schedule	Shall be used through a rotation method of the provider able to finish the 1st Call off number of sites in a LOT, with initial division being allocated as per the price ranking.
4.	**Direct Selection Based on Ease of Technology / Speed of Deployment**	The Procuring Entity selects the Service Provider whose existing technology, infrastructure alignment, or deployment capability enables the fastest and most efficient delivery approach within a county or sub-county	Shall be in scenarios requiring rapid rollout, technology compatibility and redundancy optimization.
5.	**Competitive Quotations through Multi-Round Reverse Auction**	The procuring Entity will invite Eligible Framework Service Providers participate in an electronic reverse auction, progressively submitting lower bids until market exhaustion. Award is made to the lowest substantially responsive bid within a county or sub-county	Shall be used where bulky number of sites are scheduled for installations and where price competition will drive efficiency without compromising technical requirement

[12] All direct method will use quoted framework agreement prices.

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PART 3 – Procuring Agency Forms

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Procuring Agency Forms

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Notification of Intention to Conclude a Framework Agreement(s)

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

For the attention of Bidder's Authorized Representative

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

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

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

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

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

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

Project: *[insert name of project]*

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

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

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

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

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

Notification of Intention to Conclude a Framework Agreement(s)

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

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

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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 <u>this</u> 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

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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

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PART 4 – Framework Agreement

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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

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

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Schedule 3: Security Forms

Schedule 4: Secondary Procurement

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.]

[OPTION 1: for Single User Framework Agreement]

"For and on behalf of the Employer:"

"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*]

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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;

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	(j) **Employer"** is the Borrower's agency(ies) that is/are permitted to procure Services from a Service Provider under a Call-off Contract awarded through a Framework Agreement. Where appropriate, for the purpose of interpretation of the Framework Agreement, the term Employer includes Lead Employer, or Responsible Agency. (k) **"Employer's Personnel"** means all staff, labor and other employees of the Employer engaged in fulfilling the Employer's obligations under the Contract; and any other personnel identified as Employer's Personnel, by a notice from the Employer to the Service provider. (l) **"ES"** means Environmental and Social, as applicable, (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)). (m) **"In Writing"** means communicated or recorded in written form. It includes, for example: mail, e-mail, fax or communication through an electronic procurement system (provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features). (n) **"Lead Employer",** when named in the Framework Agreement, means a party to the Framework Agreement, as an Employer in its own right under the framework agreement and as the agency responsible for the management and administration of the Framework Agreement for use by the other participating Employers as specified in the **FAP 2.2.** All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Lead Employer. All communications, including notices, in relation to a Call-off Contract, are to be addressed to the Employer named in the Call-off Contract. (o) "**Multi-User Framework Agreement**" means a Framework Agreement where there is more than one Employer permitted to purchase through a Call-off Contract, as specified in the **FAP 2.2;** (p) "**Employer's Country**" is the country specified in the **FAP 2.3.** (q) **"Responsible Agency**", when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity as the agency responsible for managing and administering the Framework Agreement for use by

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	the participating Employers. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Responsible Agency. (r) **"Secondary Procurement"** is the method used to select a Service Provider and award a Call-off Contract under this Framework Agreement. (s) **"Services"** means the work to be performed by the Service Provider pursuant to the Contract. (t) **"Service Provider"** means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to provide to an Employer, from time to time, and as and when required, the Services. (u) **"Service Provider's Personnel"** means all personnel whom the Service Provider utilizes in the execution of the Services, including the staff, labor and other employees of the Service Provider and each Subcontractor; and any other personnel assisting the Service Provider in the execution of the Services. (v) **"Sexual Exploitation and Abuse" "(SEA)"** means the following: **"Sexual Exploitation"** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; **"Sexual Abuse"** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. (w) **"Sexual Harassment" "(SH)"** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Service Provider's Personnel with other Service Provider's Personnel or Employer's Personnel (x) "**Single-User Framework Agreement**" means a Framework Agreement where there is only one Employer, as specified in the **FAP 2.2**. (y) **"Subcontractor"** means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

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		(z) **"Term"** mean the duration of this Framework Agreement as described in the **FAP2.4** starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the **FA 2.5**.
2. Framework Agreement Specific Information	2.1.	This Framework Agreement relates to the provision, under separate Call-off Contracts, of ***Framework Agreement for Provision of Broadband Internet Capacity*** to Educational Institutions
	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

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	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).

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4. Service Provider's Obligations	4.1. The Service Provider shall offer to provide (standing offer) to the Employer, the Services, described in the Framework Agreement Schedule 1: Employer's Requirements, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement, and carry out its obligations with all due diligence, all in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. 4.2. The Service Provider shall respond to a request from an Employer for quotation or direct contracting within the period specified in that request by either (i) submitting a quotation or (ii) accepting award of contract in case of direct selection or (iii) informing the Employer that it does not intend to provide the Services under the Call-off Contract. 4.3. During the Term of the Framework Agreement, the Service Provider shall continue to be eligible and qualified, and the Services shall continue to be eligible, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 4.4 (a) to 4.4 (c) below. The Service Provider shall notify the Employer immediately, in writing, if it ceases to be qualified and/or ceases to be eligible, or the Services cease to be eligible. 4.4. The Services supplied under Call-off Contracts that may be awarded by the Employer shall be: (a) of the quality, type and as otherwise specified in the Framework Agreement, Schedule 1: Employer's Requirements; (b) at the Contract Price specified in the Call-off Contract; and (c) in such quantities, at such times and to such locations as specified in the Call-off Contract. 4.5. The Service Provider agrees that this Framework Agreement and any additional provisions set out in a Call-off Contract, shall apply to the provision of Services. 4.6. **Engagement of Service Provider's Personnel** The Service Provider shall make arrangements for the engagement of the Service Provider's Personnel. The Service Provider is encouraged, to the extent practicable and reasonable, to use local labor that has the necessary skills.

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	If applicable, the Service Provider shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all personnel to be employed for the Services into the Employer's country. The Service Provider shall at its own expense provide the means of repatriation to all of its personnel employed for the execution of the Services to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. 4.7. **Persons in the Service of Employer** The Service Provider shall not recruit, or attempt to recruit, staff and labor from amongst the Employer's Personnel. 4.8. **Labor Laws** The Service provider shall comply with all the relevant labor laws applicable to the Service Provider's Personnel, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. The Service Provider shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors. The Service Provider shall, in all dealings with its personnel currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor. 4.9. **Rates of Wages and Conditions of Labor** The Service Provider shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the Service is carried out. If no established rates or conditions are applicable, the Service Provider shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Service Provider. The Service Provider shall inform the Service Provider's Personnel about their liability to pay personal income taxes in the Employer's country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the country for the time being in force, and the

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	Service provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws. 4.10. **Facilities for Service Provider's Personnel** If applicable, the Service Provider shall provide and maintain all necessary accommodation and welfare facilities for the Service Provider's Personnel employed for the execution of the Contract at the locations in the Employer's country where the Services are provided. 4.11. **Workers' Organizations** In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Service Provider shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Service Provider shall enable alternative means for the service provider's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Service Provider shall not seek to influence or control these alternative means. The Service Provider shall not discriminate or retaliate against the Service Provider's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce. 4.12. **Non-Discrimination and Equal Opportunity** The Service Provider shall not make decisions relating to the employment or treatment of Service Provider's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Service Provider shall base the employment of Service Provider's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed

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	discrimination. The Service Provider shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 4.14). 4.13. **Forced Labor** The Service Provider, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking.. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation. 4.14. **Child Labor** The Service Provider, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age). The Service Provider, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work: (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or

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	(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer. 4.15. **Health and safety obligations** 4.16. The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of the Service Provider's Personnel employed for the execution of Services at the locations in the Employer's country where the Services are executed. 4.17. The Service Provider shall comply with additional obligations as specified in the Call-off Contract. 4.18. **Protection of the Environment** As applicable, the Service Provider shall take all necessary measures to: i. protect the environment (both on and off the locations where the Services are executed) from damages resulting from its operations/and or activities; and ii. limit damage and nuisance to people and property resulting from pollution, noise and other results of the Service Provider's operations and/ or activities. The Service Provider shall ensure that any emissions, surface discharges, effluent and any other pollutants from the its activities shall exceed neither the values that may be indicated in the Employer's Requirements, nor those prescribed by applicable laws. In the event of damage to the environment, property and/or nuisance to people, on or off the locations where the Services are carried out, as a result of the Service Provider's operations and/or activities, the Service Provider shall agree with the Employer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Service Provider shall implement such remedies at its cost to the satisfaction of the Employer. 4.19. **Cultural Heritage Findings** All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural, religious interest found on the locations in the Employer's country where the Services are carried out shall be placed under the care and custody of the Employer.

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		As soon as practicable after discovery of any such finding, the Service Provider shall give a notice to the Employer, to give the Employer the opportunity to promptly inspect and/or investigate the finding before it is disturbed and to issue instructions for dealing with it.
5. Continued Qualifications and Eligibility	5.1.	The Service Provider shall continue to have the nationality of an eligible country. A Service Provider or subcontractor, shall be deemed to have the nationality of a country if the Service Provider is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.
	5.2.	All Services to be supplied under a Call-off Contract and financed by the Bank shall continue to have their origin in eligible Countries**.**
	5.3.	To continue to be eligible the Service Provider shall not have been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the World Bank Group's Sanctions Framework.
	5.4.	The Employer may require, during the Term of the Framework Agreement, evidence of the Service Provider's continued qualification and eligibility, and the Services continued eligibility. Failure to provide such evidence, as requested, may result in the Service Provider being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.
	5.5.	At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being ineligible. [*[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,

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		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 (in KES per Mbit/s per month) 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 1**: use for FAs where the determining indices related to the unit price/s are not expected to vary by more than ±5% over the Term of the FA. In this case, use the following text:* "The unit price/s offered by the Service Provider, as stipulated in the FA, shall apply to all Call-off Contracts awarded during the Term of the FA. The unit price/s shall not be subject to any price adjustment during a Secondary Procurement, and/or an award of a Call-off Contract."] *OR* *[**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 *[insert number of months depending on trend of volatility of the prices]* months from the date of conclusion of FA. For any Call-off

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	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:

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		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

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

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	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

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	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.

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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

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

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Appendix to the Framework Agreement
Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

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

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

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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;[13] (ii) to be a nominated[14] 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[15] 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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[13] 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.

[14] 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.

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

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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]*

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SCHEDULE 2: Activity Schedules

[*insert the agreed priced activity schedules]*

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SCHEDULE 3: Security Forms

Security Forms that may be required under Call-off Contracts

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

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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 guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees

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

_____

[signature(s)]

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

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

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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.*

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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.

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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.

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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] *[insert the types of the Secondary Procurement Method(s) that apply. This may include methods used as examples below, or any other method(s) approved by the Bank.]:*

(i) competitive quotations through mini-competition,

(ii) direct selection based on location

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

(iv) direct selection based on ease of Technology for delivering the services

(v) competitive quotations trough Multi Round Reverse Auction

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

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

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

The RFQ will include*:*

(a) the Services to be provided
(b) delivery location(s)
(c) delivery date(s) or schedule
(d) quantity, if applicable
(e) any applicable principles and modalities of inspection of quality of the Services by the Employer
(f) the criteria to be applied to the evaluation of quotations
(g) 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

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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 under Single-Service Provider Framework Agreement***

The Employer will issue a Call-off Contract to the Service Provider 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 location** *[delete if not applicable as per paragraph 1 above]*

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**.

1.4 Direct selection based on balanced division of provision of services *[delete if not applicable as per paragraph 1 above]*

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: *[500 Educational Institutions]*.

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 [*500 Educational Institutions*] of all Call-off Contracts awarded reaches the upper [500 Educational Institutions*]* 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 [500 Educational Institutions] of all Call-off Contracts awarded reaches the upper [i500 Educational Institutions] 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**.

1.5 **Direct selection based on ease of technology of delivery**

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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 ease of technology and speed of deployment 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**.

1.6 **Competitive quotations through Multi-round Reverse Auction**

The Employer will prepare an Auction and invite all eligible Service Providers holding a Framework Agreement that includes the Services to be procured under the Call-off contract, to participate in a multi-round reverse auction

The Auction will include*:*

(l) the Services to be provided
(m) delivery location(s)
(n) delivery date(s) or schedule
(o) quantity, if applicable
(p) any applicable principles and modalities of inspection of quality of the Services by the Employer
(q) the criteria to be applied to the evaluation of Auction Submissions
(r) 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 Auction; and
the lowest evaluated cost.
(s) deadline for submission of Auction
(t) reference the Call-off Contract Terms and Conditions of provision of services
(u) request to Service Providers to demonstrate that they continue to be eligible and qualified to provide the Services
(v) use of Electronic Auction Portal provided by the procuring entity
(w) Use Auction Rules based on Clock timers and Market exhaustion.

The Auction 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 Auction 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"*].*

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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.

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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.

.

Note: No standstill period applies to Call-off Contracts awarded among firms holding Framework Agreements.

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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)

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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***

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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: _____

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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]

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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."

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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*

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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*"*]

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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

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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****]*

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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.

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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

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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:*_____

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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.

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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.

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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;

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(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."

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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

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ANNEX 1 : Indicative List of 10,382 Educational Institutions[1]

The indicative list is included in the below link:

Indicative List of 10,382 Educational Institutions.xlsx

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