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KDEAP KENYA DIGITAL ECONOMY ACCELERATION PROJECT

# Request for Bids
# Goods
**(One-Envelope Bidding Process)**

**Vision**

Tranforming Lives Using ICT

**Mission**

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

## Procurement of:
Kenya Digital Economy Acceleration Project

**RFB No: KE-ICTA-580395-GO-RFB**

**Project: Supply, Delivery, Installation, Configuration, and Commissioning of Four (4) Enterprise Bandwidth Managers (100G Capacity) and a High-Capacity Natting Router**

**Purchaser: The Information & Communications Technology Authority**

**Country: Kenya**

**Issued on: November 17, 2026**



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# Specific Procurement Notice
# Request for Bids
# Goods

## (One-Envelope Bidding Process)

**Country:** Kenya

**Name of Project:** Kenya Digital Economy Acceleration Project

**Contract Title:** Supply, Delivery, Installation, Configuration, and Commissioning of Four (4) Enterprise Bandwidth Managers (100G Capacity) and a High-Capacity Natting Router

**Loan No./Credit No./ Grant No.:** 7289-KE and 7290-KE

**RFB Reference No.:** KE-ICTA-580395-GO-RFB

1. The Government of Kenya has received financing from the World Bank toward the cost of the Kenya Digital Economy Acceleration Project and intends to apply part of the proceeds toward payments under the contract for Supply, Delivery, Installation, Configuration, and Commissioning of Four (4) Enterprise Bandwidth Managers (100G Capacity) and a High-Capacity Natting Router. For this contract, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing, except for those payments, which the contract provides to be made through letter of credit.

2. The Information and Communications Technology Authority now invites sealed Bids from eligible Bidders for Supply, Delivery, Installation, Configuration, and Commissioning of Four (4) Enterprise Bandwidth Managers (100G Capacity) and a High-Capacity Natting Router as shown below:

| S/No. | Description | Quantity | Delivery Period from Contract Signing Date | Warranty & Support |
|---|---|---|---|---|
| 1 | Supply, Delivery, Installation, Configuration, and Commissioning of | 4 No. | 4 months | 3 Years |

| S/No. | Description | Quantity | Delivery Period from Contract Signing Date | Warranty & Support |
|---|---|---|---|---|
| | Enterprise Bandwidth Managers | | | |
| 2 | Supply, Delivery, Installation, Configuration, and Commissioning of Natting Router | 1 No. | 4 months | 3 years |

3. Bidding will be conducted through National Competitive Procurement using a Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers" First Published in July 2016, Revised Fifth Edition, September 2023 ("Procurement Regulations") and is open to all eligible Bidders as defined in the Procurement Regulations.

4. Interested eligible Bidders may obtain further information from ICTA, Deputy Director Supply Chain Management / procurement@ict.go.ke and inspect the bidding document during office hours 0900 to 1600 hours East African Time (EAT) at the address given below.

5. The[1] bidding document in English may be downloaded free of charge from the ICTA's website https://www.icta.go.ke/tenders or Public Procurement Information Portal website https://www.tenders.go.ke Bidders who download the bidding documents are invited to notify the procuring entity by email with full contact details if they intended to participate, as this will facilitate issuance of notifications by the procuring entity, to all bidders where necessary

6. Bids must be delivered to the address below on or before **1000Hrs EAT January 11, 2027.** Electronic Bidding will not be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend at the address below on **1000Hrs EAT January 11, 2027**

7. All Bids must be accompanied by a bid security of **Kes. 9 Million (Kenya Shillings Nine Million Only)** or equivalent in a freely convertible currency.

8. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.

9. The address(es) referred to above is (are):

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**Jessy K. Maruti**
**Chief Executive Officer**
**The Information and Communications Technology Authority**
**12th Floor, Telposta Towers, Kenyatta Avenue**
**Nairobi, Kenya.**
**(+254) 20 667 6999**
**procurement@ict.go.ke / info@ict.go.ke /**
**www.icta.go.ke**

# Standard Procurement Document

## Table of Contents

**PART 1 – Bidding Procedures ..... 5**
Section I - Instructions to Bidders ..... 7
Section II - Bid Data Sheet (BDS) ..... 37
Section III - Evaluation and Qualification Criteria ..... 43
Section IV - Bidding Forms ..... 57
Section V - Eligible Countries ..... 75
Section VI - Fraud and Corruption ..... 77

**PART 2 – Supply Requirements ..... 81**
Section VII - Schedule of Requirements ..... 83

**PART 3 - Contract ..... 103**
Section VIII - General Conditions of Contract ..... 104
Section IX - Special Conditions of Contract ..... 129
Section X - Contract Forms ..... 141

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# PART 1 – Bidding Procedures

# Section I - Instructions to Bidders

## Contents

**A. General ..... 9**
1. Scope of Bid ..... 9
2. Source of Funds ..... 9
3. Fraud and Corruption ..... 10
4. Eligible Bidders ..... 10
5. Eligible Goods and Related Services ..... 13

**B. Contents of Request for Bids Document ..... 13**
6. Sections of Bidding Document ..... 13
7. Clarification of Bidding Document ..... 14
8. Amendment of Bidding Document ..... 14

**C. Preparation of Bids ..... 15**
9. Cost of Bidding ..... 15
10. Language of Bid ..... 15
11. Documents Comprising the Bid ..... 15
12. Letter of Bid and Price Schedules ..... 16
13. Alternative Bids ..... 16
14. Bid Prices and Discounts ..... 16
15. Currencies of Bid and Payment ..... 18
16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services ..... 19
17. Documents Establishing the Eligibility and Qualifications of the Bidder ..... 19
18. Period of Validity of Bids ..... 20
19. Bid Security ..... 21
20. Format and Signing of Bid ..... 22

**D. Submission and Opening of Bids ..... 23**
21. Sealing and Marking of Bids ..... 23
22. Deadline for Submission of Bids ..... 24
23. Late Bids ..... 24
24. Withdrawal, Substitution, and Modification of Bids ..... 24
25. Bid Opening ..... 25

**E. Evaluation and Comparison of Bids ..... 26**
26. Confidentiality ..... 26
27. Clarification of Bids ..... 27
**28.** Deviations, Reservations, and Omissions ..... 27
29. Determination of Responsiveness ..... 27

Official Use Only

30. Nonconformities, Errors and Omissions ..... 28
31. Correction of Arithmetical Errors ..... 28
32. Conversion to Single Currency ..... 29
33. Margin of Preference ..... 29
34. Evaluation of Bids ..... 29
35. Comparison of Bids ..... 31
36. Abnormally Low Bids ..... 31
37. Qualification of the Bidder ..... 31
38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids ..... 32
39. Standstill Period ..... 32
40. Notification of Intention to Award ..... 32

**F. Award of Contract ..... 33**

41. Award Criteria ..... 33
42. Purchaser's Right to Vary Quantities at Time of Award ..... 33
43. Notification of Award ..... 33
44. Debriefing by the Purchaser ..... 34
45. Signing of Contract ..... 35
46. Performance Security ..... 35
47. Procurement Related Complaint ..... 36

# Section I. Instructions to Bidders

## A. General

**1. Scope of Bid**

1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB), specified **in the Bid Data Sheet (BDS),** the Purchaser, as specified **in the BDS,** issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this RFB are **specified in the BDS.**

1.2 Throughout this bidding document:

(a) the term "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 Purchaser) with proof of receipt;

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

(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.

**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 the contract 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, if such payment or import is prohibited by

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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 (where 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 initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

**4. Eligible Bidders**

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

(e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works 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 Purchaser or Borrower for the Contract implementation; 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 Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such 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 Contract.

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

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

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apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.

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 be awarded a Bank-financed contract or benefit from a Bank-financed 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 Purchaser's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.

4.7 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration or Proposal-Securing Declaration.

4.8 Firms and individuals may be ineligible if so indicated in Section V, Eligible Countries, 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 Purchaser, as the Purchaser shall reasonably request.

4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment;

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(a) relates to fraud or corruption; and

(b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

**5. Eligible Goods and Related Services**

5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.

5.2 For purposes of this ITB, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.

5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## B. Contents of Request for Bids Document

**6. Sections of Bidding Document**

6.1 The bidding document consist of Parts 1, 2, and 3, which include all the sections indicated below, 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 Supply Requirements**

- Section VII - Schedule of Requirements

**PART 3 Contract**

- Section VIII - General Conditions of Contract (GCC)

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- Section IX - Special Conditions of Contract (SCC)
- Section X - Contract Forms

6.2 The Specific Procurement Notice, Request for Bids (RFB), issued by the Purchaser is not part of this bidding document.

6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser 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 Purchaser in writing at the Purchaser's address specified **in the BDS**. The Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.

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8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

## C. Preparation of Bids

**9. Cost of Bidding**

9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser 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 Purchaser, 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 the following:

(a) **Letter of Bid** prepared in accordance with ITB 12;

(b) **Price Schedules**: completed in accordance with ITB 12 and ITB 14;

(c) **Bid Security** or **Bid-Securing Declaration**, in accordance with ITB 19.1;

(d) **Alternative Bid**: if permissible, in accordance with ITB 13;

(e) **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;

(f) **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;

(g) **Bidder's Eligibility**: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;

(h) **Eligibility of Goods and Related Services:** documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;

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(i) **Conformity**: documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the bidding document; and

(j) any other document required **in the BDS.**

11.2 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.

11.3 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. Letter of Bid and Price Schedules**

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

**13. Alternative Bids**

13.1 Unless otherwise specified **in the BDS,** alternative Bids shall not be considered.

**14. Bid Prices and Discounts**

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered.

14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.

14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified **in the BDS.** A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with **the BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid

submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the BDS,** prices quoted shall correspond to 100 % of the wa.s specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the Bids for all lots (contracts) are opened at the same time.

14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce**,** as specified **in the BDS.**

14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

(a) For Goods manufactured in the Purchaser's Country:

(i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

(ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and

(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the BDS.**

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(b) For Goods manufactured outside the Purchaser's Country, to be imported:

(i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as specified **in the BDS;**

(ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the BDS;**

(c) For Goods manufactured outside the Purchaser's Country, already imported:

(i) the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;

(ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

(iii) the price of the Goods, obtained as the difference between (i) and (ii) above;

(iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and

(v) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the BDS.**

(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

**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 Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser's Country, unless otherwise specified **in the BDS.**

15.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

**16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services**

16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

16.2 To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.

16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of 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 Purchaser's satisfaction:

(a) that, if required **in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;

(b) that, if required **in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**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 Purchaser 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 Purchaser in accordance with ITB 8, shall be rejected by the Purchaser as nonresponsive.

18.2 In exceptional circumstances, prior to the expiry of the Bid validity, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. 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 award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:

(a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;

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(b) in the case of adjustable price contracts, 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. Bid Security**

19.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified **in the BDS,** in original form and, in the case of a Bid Security**,** in the amount and currency specified **in the BDS.**

19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

19.3 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:

(a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);

(b) an irrevocable letter of credit;

(c) a cashier's or certified check; or

(d) another security specified **in the BDS**,

from a reputable source, and an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2.

19.4 If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.

19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing

the Contract and furnishing the Performance Security pursuant to ITB 46.

19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

19.7 The Bid Security may be forfeited:

(a) if a Bidder withdraws its Bid prior to the expiry date of Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 45; or

(ii) furnish a Performance Security in accordance with ITB 46.

19.8 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

19.9 If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, and

(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or

(b) if the successful Bidder fails to: sign the Contract in accordance with ITB 45; or furnish a performance security in accordance with ITB 46;

the Borrower may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated **in the BDS**.

**20. Format and Signing of Bid**

20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

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

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

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

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 and Opening of Bids

**21. Sealing and Marking of Bids**

21.1 The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:

(a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 11; and

(b) in an envelope marked "COPIES", all required copies of the Bid; and,

(c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:

i. in an envelope marked "ORIGINAL -ALTERNATIVE", the alternative Bid; and

ii. in the envelope marked "COPIES – ALTERNATIVE BID" all required copies of the alternative Bid.

21.2 The inner and outer envelopes, shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Purchaser 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.

21.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

**22. Deadline for Submission of Bids**

22.1 Bids must be received by the Purchaser 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 Purchaser 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 Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**23. Late Bids**

23.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Purchaser 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 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 Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

**25. Bid Opening**

25.1 Except as in the cases specified in ITB 23 and ITB 24.2, the Purchaser shall, at the Bid opening, publicly open and read out 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, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.

25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the

presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate.

25.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified **in the BDS.**

25.7 The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).

25.8 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:

(a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;

(b) the Bid Price, per lot (contract) if applicable, including any discounts;

(c) any alternative Bids;

(d) the presence or absence of a Bid Security or Bid-Securing Declaration if one was required.

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.

## E. Evaluation and Comparison of Bids

**26. Confidentiality**

26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 40.

26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser 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 the Bids, and qualification of the Bidders, the Purchaser 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 Purchaser shall not be considered. The Purchaser'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, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Bids, in accordance with ITB 31.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser'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. Determination of Responsiveness**

29.1 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

29.2 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 Goods and Related Services specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser's rights or the Bidder's obligations under the Contract; or

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(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

29.3 The Purchaser 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, Schedule of Requirements have been met without any material deviation or reservation, or omission.

29.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**30. Nonconformities, Errors and Omissions**

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.

30.2 Provided that a Bid is substantially responsive, the Purchaser 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.

30.3 Provided that a Bid is substantially responsive, the Purchaser 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 Purchaser shall use its best estimate.

**31. Correction of Arithmetical Errors**

31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in

which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) 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) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

**32. Conversion to Single Currency**

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

**33. Margin of Preference**

33.1 Unless otherwise specified **in the BDS,** a margin of preference shall not apply.

**34. Evaluation of Bids**

34.1 The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Purchaser shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

(a) substantially responsive to the bidding document; and

(b) the lowest evaluated cost.

34.2 To evaluate a Bid, the Purchaser shall consider the following:

(a) evaluation will be done for Items or Lots (contracts), as specified **in the BDS;** and the Bid Price as quoted in accordance with ITB 14;

(b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;

(c) price adjustment due to discounts offered in accordance with ITB 14.4;

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(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;

(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and

(f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

34.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

34.5 The Purchaser's evaluation of a Bid will exclude and not take into account:

(a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

(b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;

(c) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.

34.6 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2(f).

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**35. Comparison of Bids**

35.1 The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 34.2 to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

**36. Abnormally Low Bids**

36.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price.

36.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

36.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.

**37. Qualification of the Bidder**

37.1 The Purchaser shall determine, to its satisfaction, whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

37.2 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(s) different from the Bidder.

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37.3 Prior to Contract award, the Purchaser 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 Purchaser will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor.

37.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

**38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**

38.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

**39. Standstill Period**

39.1 The Contract shall not be awarded 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 Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

**40. Notification of Intention to Award**

40.1 The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

(a) the name and address of the Bidder submitting the successful Bid;

(b) the Contract price of the successful Bid;

(c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;

(d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is

addressed) was unsuccessful, unless the price information in c) above already reveals the reason;

(e) the expiry date of the Standstill Period;

(f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

## F. Award of Contract

**41. Award Criteria**

41.1 Subject to ITB 38, the Purchaser shall award the Contract to the Bidder offering 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:

(a) substantially responsive to the bidding document; and

(b) the lowest evaluated cost.

**42. Purchaser's Right to Vary Quantities at Time of Award**

42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified **in the BDS,** and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.

**43. Notification of Award**

43.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 39.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

43.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

(a) name and address of the Purchaser;

(b) name and reference number of the contract being awarded, and the selection method used;

(c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;

(d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;

(e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and

(f) successful Bidder's Beneficial Ownership Disclosure Form.

43.3 The Contract Award Notice shall be published on the Purchaser's website with free access if available, or in at least one newspaper of national circulation in the Purchaser's Country, or in the official gazette. The Purchaser shall also publish the contract award notice in UNDB online.

43.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

**44. Debriefing by the Purchaser**

44.1 On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 40.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser 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 Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser 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 Purchaser 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 Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract.

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. The Bidders shall bear their own costs of attending such a debriefing meeting.

**45. Signing of Contract**

45.1 The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form shall be submitted within eight (8) Business Days of receiving this request.

45.2 The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.

45.3 Notwithstanding ITB 45.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

**46. Performance Security**

46.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's

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Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.

46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the next Most Advantageous Bid.

**47. Procurement Related Complaint**

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

# Section II - Bid Data Sheet (BDS)

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

| ITB Reference | A. General |
|---|---|
| **ITB 1.1** | The reference number of the Request for Bids (RFB) is: **KE-ICTA-580395-GO-RFB**<br>The Purchaser is: **The Information and Communications Technology Authority**<br>The name of the RFB is: **Supply, Delivery, Installation, Configuration, and Commissioning of Four (4) Enterprise Bandwidth Managers (100G Capacity) and a High-Capacity Natting Router**<br>The number and identification of lots (contracts) comprising this RFB is: **Not Applicable** |
| **ITB 2.1** | The Borrower is: **The Government of Kenya and the Information Communication Technology Authority (ICTA) is the implementing agency**<br>Loan or Financing Agreement amount: **USD 390 Million**<br>The name of the Project is: **Kenya Digital Economy Acceleration Project** |
| **ITB 4.1** | Maximum number of members in the Joint Venture (JV) shall be: **Two (2)** |
| **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 Bidding Document** |
| **ITB 7.1** | For **Clarification of Bid purposes** only, the Purchaser's address is:<br>Attention: **Deputy Director, Supply Chain Management**<br>Address: **P.O. Box 27150-00100**<br>Floor/ Room number: **12th Floor, Telposta Towers, Kenyatta Avenue**<br>City: **Nairobi**<br>Country: **Kenya**<br>Telephone: **(+254) 20 667 6999**<br>Electronic mail address: **procurement@ict.go.ke** |

| | |
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| | Web page: **www.icta.go.ke** / **www.tenders.go.ke**<br>Requests for clarification should be received by the Purchaser no later than: **14 days prior to bid submission deadline** |
| | **C. Preparation of Bids** |
| **ITB 10.1** | The language of the Bid is: ***English***<br>All correspondence exchange shall be in the **English** language.<br>Language for translation of supporting documents and printed literature is **English** |
| **ITB 11.1 (j)** | The Bidder shall submit the following additional documents in its Bid:<br>• **Valid Tax Compliance Certificate (TCC):**<br>• **Company Registration/Incorporation Certificate**<br>• **Communications Authority of Kenya (CA) Licenses:** Valid Telecommunications Contractor License<br>International firms must demonstrate equivalent registration from their home country and commit to acquire above licenses upon award and before contracting |
| **ITB 13.1** | Alternative Bids **shall not be** considered. |
| **ITB 14.5** | The prices quoted by the Bidder **shall not** be subject to adjustment during the performance of the Contract. |
| **ITB 14.6** | Prices quoted shall correspond **to 100** percent of the items specified in Section VII, Schedule of Requirements.<br>Prices quoted for each item shall correspond to **100** percent of the quantities specified for the item. |
| **ITB 14.7** | The Incoterms edition is: **2020** |
| **ITB 14.8 (b)(i)** | Place of destination:<br>**ICT Authority Headquarters**<br>Telposta Towers, 12th Floor, Kenyatta Avenue<br>P.O. Box 27150 - 00100, Nairobi, Kenya |
| **ITB 14.8 (a)(iii), (b)(ii) and (c)(v)** | Final Destination (Project Site): **Ardhi House**, **Mombasa POP, Treasury POP, Eldoret POP & Government Data Centre** |

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| **ITB 15.1** | The Bidder **is** required to quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in that currency. |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): **3 Years** |
| **ITB 17.2 (a)** | Manufacturer's authorization is: **Required**<br>Bidders shall submit Manufacturer's Authorization Forms (Form MHF) ONLY for the following equipment items:<br>(1) Enterprise Bandwidth Manager<br>(2) High Capacity Natting Router |
| **ITB 17.2 (b)** | After sales service is: **Required** |
| **ITB 18.1** | The Bid shall be valid until: **12th May 2027** |
| **ITB 18.3 (a)** | The Bid price shall be adjusted by the following factor(s): N/A |
| **ITB 19.1** | A Bid Security **shall be** required.<br>The amount and currency of the Bid Security shall be **Kes. 9 Million (Kenya Shillings Nine Million Only) or equivalent in a freely convertible currency.** |
| **ITB 19.3 (d)** | Other types of acceptable securities: **None** |
| **ITB 19.9** | **Not Applicable** |
| **ITB 20.1** | In addition to the original of the Bid, the number of copies is**: 2 Copies**<br>In addition, a **Flash Drive** shall be enclosed, containing the full bid in **.PDF or other un editable format.**<br>In case of any discrepancy between electronic copy, hard copies and original hard copy, the original hard copy shall prevail |
| **ITB 20.3** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**: Power of Attorney**<br>The Power of Attorney shall be drawn up by an Advocate of the High Court of Kenya (or attested by a Notary Public for international bidders) and bear the legal stamp/seal.<br>If the Bidder is a Joint Venture (JV), the Power of Attorney shall be executed by all authorized partners/members of the JV, appointing a Lead Partner with authority to sign on behalf of the JV and bind all members legally |

| | D. Submission and Opening of Bids |
|---|---|
| **ITB 22.1** | For **Bid submission purposes** only, the Purchaser's address is:<br>Attention: **Deputy Director, Supply Chain Management**<br>Name: **Information Communication Technology Authority (ICTA)**<br>Address: **P.O. Box 27150-00100**<br>Floor/ Room number: **12th Floor, Telposta Towers, Kenyatta Avenue**<br>City: **Nairobi**<br>ZIP Code: **Not Applicable**<br>Country: **Kenya**<br>Telephone: **(+254) 20 667 6999**<br>Electronic mail address: **procurement@ict.go.ke**<br>**The deadline for Bid submission is:**<br>Date: **11th January 2027**<br>Time: **10:00AM EAT**<br>Bidders ***"shall not"*** have the option of submitting their Bids electronically. |
| **ITB 25.1** | The Bid opening shall take place at:<br>Street Address: **Kenyatta Avenue**<br>Floor/ Room number: **12th Floor, Telposta Towers, Boardroom**<br>City: **Nairobi**<br>ZIP Code: **Not Applicable**<br>Country: **Kenya**<br>Date: **11th January 2027**<br>Time: **10:00AM EAT** |
| **ITB 25.6** | The Letter of Bid and Price Schedules shall be initialed by **ALL** representatives of the Purchaser conducting Bid opening. **Each Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Purchaser.** |
| **E. Evaluation and Comparison of Bids** | |
| **ITB 32.1** | 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: **The Central Bank of Kenya**<br>The date for the exchange rate shall be*:* **Bid Submission Deadline** |
| **ITB 33.1** | A margin of domestic preference **shall not** apply.<br>If a margin of preference applies, the application methodology shall be defined in Section III – Section VII - Schedule of Requirements. |
| **ITB 34.2(a)** | Evaluation will be done for **the whole package (no lots)**<br>Note:<br>**Bids will be evaluated as a single package. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the average price (as specified in the BDS) of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.** |
| **ITB 34.6** | The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: ***[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]***<br>**(a)** Deviation in Delivery schedule: **NO**<br>**(b)** Deviation in payment schedule: **NO**<br>**(c)** the cost of major replacement component, mandatory spare parts, and service: **NO**<br>**(d)** the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the Bid **NO**<br>**(e)** Life cycle costs: the costs during the life of the goods or equipment **NO**<br>**(f)** the performance and productivity of the equipment offered; **NO**<br>**(g)** ***[insert any other specific criteria in Section III, Evaluation and Qualification Criteria]*** |
| | **F. Award of Contract** |
| **ITB 42** | The maximum percentage by which quantities may be increased is: **10 percent**<br>The maximum percentage by which quantities may be decreased is: **10 percent** |

| | |
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| **ITB 45. 1** | The successful Bidder **shall s**ubmit the Beneficial Ownership Disclosure Form. |
| **ITB 47.1** | The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:<br>**For the attention**: Jessy K. Maruti<br>**Title/position**: The Chief Executive Officer<br>**Purchaser**: Information Communication Technology Authority (ICTA)<br>**Email address**: ***procurement@icta.go.ke***<br>In summary, a Procurement-related Complaint may challenge any of the following:<br>**1.** the terms of the Bidding Documents; and<br>**2.** the Purchaser's decision to award the contract.<br>A copy of the complaint can be sent for the Bank's information and monitoring to: **procurementcomplaints@worldbank.org** |

# Section III - Evaluation and Qualification Criteria

## Contents

**1. Margin of Preference (ITB 33) ..... 44**

**2. Evaluation (ITB 34) ..... 45**

**3. Qualification (ITB 37)..... 54**

## 1. Margin of Preference (ITB 33) NOT APLICABLE

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's Country for the purpose of Bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Substantially responsive Bids will be classified in one of three groups, as follows:

(a) **Group A:** Bids offering goods manufactured in the Purchaser's Country, for which (i) labor, raw materials, and components from within the Purchaser's Country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Bid submission;

(b) **Group B:** All other Bids offering Goods manufactured in the Purchaser's Country;

(c) **Group C:** Bids offering Goods manufactured outside the Purchaser's Country that have been already imported or that will be imported.

To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the bidding document is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its Bid, but merely in the Purchaser's reclassification of the Bid into its appropriate Bid group.

The Purchaser will first review the Bids to confirm the appropriateness of, and to modify as necessary, the Bid group classification to which Bidders assigned their Bids in preparing their Bid Forms and Price Schedules.

The Bids in each group will then be compared to determine the Bid with the lowest evaluated cost in that group. The lowest evaluated cost Bid from each group shall then be compared with each other and if as a result of this comparison a Bid from Group A or Group B is the lowest, it shall be selected for the award.

If as a result of the preceding comparison, a Bid from Group C is the lowest evaluated cost, all Bids from Group C shall be further compared with the Bid with the lowest evaluated cost from Group A after adding to the evaluated costs of goods offered in each Bid from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP Bid price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the Bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated cost from Group C shall be selected.

**Most Advantageous Bid**

The Purchaser shall use the criteria and methodologies listed in Section 2 and 3 below to 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:

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(a) substantially responsive to the bidding document; and

(b) the lowest evaluated cost.

## 2. Evaluation (ITB 34)

### 2.1. Evaluation Criteria (ITB 34.6)

The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB 14.8, one or more of the following factors as specified in ITB 34.2(f) and in BDS referring to ITB 34.6**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS) **NOT APPLICABLE**

*The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and Bids offering delivery after the final date shall be treated as nonresponsive. Within this acceptable period, an adjustment of [insert the adjustment factor], will be added, for evaluation purposes only, to the Bid price of Bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of Requirements.*

(b) Deviation in payment schedule. *[insert one of the following]* **NOT APPLICABLE**

(i) *Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced Bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.*

**or**

(i) *The SCC stipulates the payment schedule specified by the Purchaser. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in the SCC, at the rate per annum [insert adjustment rate].*

(c) Cost of major replacement components, mandatory spare parts, and service. *[insert one of the following]*

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS 16.4, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Bid, shall be added to the Bid price, for evaluation purposes only.*

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**or**

(i) *The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS 16.4. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the Bid.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories if quoted separately, shall be added to the Bid price, for evaluation purposes only.

(e) Life Cycle Costs **NOT APPLICABLE**

If specified in BDS 34.6, an adjustment to take into account the additional life cycle costs for the period specified below, such as the operating and maintenance costs of the Goods, will be added to the Bid price, for evaluation purposes only. The adjustment will be evaluated in accordance with the methodology specified below and the following information:

*[Note to Purchaser: Life cycle costing should be used when the costs of operation and/or maintenance over the specified life of the goods are estimated to be considerable in comparison with the initial cost and may vary among different Bids. Life cycle costs shall be evaluated on a net present value basis. If life cycle costs apply, then specify the factors required to determine them for evaluation purposes.*

*[Either amend the following text as required, or delete if life cycle cost is not applicable]*

(i) number of years for life cycle cost determination *[insert the number of years*];

(ii) the discount rate to be applied to determine the net present value of future operation and maintenance costs (recurrent costs) is *[insert the discount rate*];

(iii) the annual operating and maintenance costs (recurrent costs) shall be determined on the basis of the following methodology: *[insert methodology*];

(iv) and the following information is required from bidders *[insert any information required from bidders, including prices*].

(f) Performance and productivity of the equipment: *[insert one of the following]*

(i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the goods will be added to the Bid price, for evaluation purposes if specified in the BDS 34.6. The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the Bid below the norm of 100, using the methodology specified below.

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*[insert the methodology and criteria if applicable]*

**or**

(i) An adjustment to take into account the productivity of the goods offered in the Bid will be added to the Bid price, for evaluation purposes only, if specified in BDS 34.6. The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the Bid with respect to minimum required values, using the methodology specified below.

*[insert the methodology and criteria if applicable]*

(g) Specific additional criteria

*[Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS 34.6][If specific **sustainable procurement technical requirements** have been specified in Section VII-Specification, **either** state that (i) those requirements will be evaluated on a pass/fail (compliance basis) **or** otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Bid Prices for comparison purposes on account of Bids that exceed the specified minimum sustainable procurement technical requirements.]*

**2.2. Multiple Contracts (ITB 34.4) NOT APPLICABLE**

**2.3. Alternative Bids (ITB 13.1) - NOT APPLICABLE**

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## COMPLIANCE WITH TECHNICAL SPECIFICATIONS

### Evaluation Criteria - Technical Specifications

### A. Enterprise Bandwidth Manager

| Equipment / Category | Measurable Specification | Minimum (Specification) | Bidder Must State Their Compliance with the Specification and reference each spec to the provided Product Datasheet (Yes/No) | Provide Reference in the data sheet |
|---|---|---|---|---|
| **Aggregate Throughput & Shaping** | Non-blocking aggregate total bandwidth processing & rate shaping | 100 Gbps bidirectional full-duplex non-blocking throughput sustained per unit with Layer 7 DPI, QoS shaping and logging enabled | | |
| **Physical Interface Ports** | Populated optical transceivers & interface density | 2x 100G (QSFP28) + 2x 10G (SFP+) populated with SM transceivers | | |
| **System Memory (RAM)** | Random Access Memory for connection states & DPI buffers | Minimum 128GB RAM or an OEM-certified equivalent architecture that sustains the required performance with all features enabled (OEM statement of compliance required) | | |
| **Internal Analytics Storage** | Local SSD storage capacity for analytics, logs & databases | Minimum 2 TB SSD storage | | |

| Equipment / Category | Measurable Specification | Minimum (Specification) | Bidder Must State Their Compliance with the Specification and reference each spec to the provided Product Datasheet (Yes/No) | Provide Reference in the data sheet |
|---|---|---|---|---|
| **Subscriber Management** | Network directory & CGNAT session tracking | AAA, RADIUS, DHCP | | |
| **Security & Anomaly Detection** | Access control lists, firewall& automated threat detection | L3/L4 ACLs, identity access control, DDoS & scan detection | | |
| **Automation & APIs** | Management interfaces, telemetry & orchestration | CLI, Web UI, REST API, SNMP, Syslog, NetFlow/IPFIX | | |
| **Environmental & Compliance** | Operating environment & telecom regulatory certifications | CE, FCC, RoHS, NEBS compliance | | |

**Note: Bidder MUST submit product datasheets that clearly illustrates each feature. Stating Compliance without providing a datasheet will be deemed non-responsive.**

## B. Natting Router

| Item / Category | Minimum Technical Requirements (GDC NATTING Router) | Bidder Must State Their Compliance with the Specification and reference each spec to the provided Product Datasheet (Yes/No) | Provide Reference in the data sheet |
|---|---|---|---|
| Form Factor & Capacity | Rack-mount router (2U or 3U); minimum 100 | | |

| Item / Category | Minimum Technical Requirements (GDC NATTING Router) | Bidder Must State Their Compliance with the Specification and reference each spec to the provided Product Datasheet (Yes/No) | Provide Reference in the data sheet |
|---|---|---|---|
| | Gbps throughput; minimum 2 million concurrent NAT sessions; hardware-accelerated forwarding. | | |
| Physical Interfaces | 2 × 100GE Interfaces + 4 × 10GE interfaces; all interfaces fully populated with Single Mode optical transceivers. | | |
| NAT & IP Services | Carrier-grade NAT/PAT, NAT pools, static/dynamic NAT, NAT logging, session management, IPv4/IPv6 dual stack, and IPv6 transition mechanisms. | | |
| NATTING Licenses | The proposed router shall be supplied with all software licenses required for full NAT/CGN and encryption functionality. All licenses shall be perpetual | | |
| Routing & VPN | Full Layer 3 routing including static, OSPF, IS-IS, and BGP; IPv4/IPv6; VRF, MPLS, and common IP-VPN technologies. | | |
| Security & QoS | Stateful security/firewall functions, ACLs, anti-spoofing, basic DDoS protection, traffic classification, policing, shaping, and QoS. | | |
| High Availability | Redundant power supply and redundant | | |

| Item / Category | Minimum Technical Requirements (GDC NATTING Router) | Bidder Must State Their Compliance with the Specification and reference each spec to the provided Product Datasheet (Yes/No) | Provide Reference in the data sheet |
|---|---|---|---|
| | control plane (or documented stateful failover capability); high-availability operation, fast failover, and graceful restart/non-disruptive maintenance capabilities. | | |
| Management & Monitoring | CLI/SSH, Web/HTTPS, SNMPv3, Syslog, NetFlow/IPFIX, NETCONF/YANG or equivalent API, telemetry, and NMS integration. | | |
| Performance & Scalability | Wire-speed hardware forwarding; sufficient routing, VRF, MAC, and session scale to support all specified functions concurrently; jumbo frames. | | |
| Standards & Support | Compliance with relevant IEEE/IETF standards; minimum 3-year OEM warranty/support, including software updates and security fixes. | | |
| Power Supply | Capability of Dual AC power supply. | | |

**Note: Bidder MUST submit product datasheets that clearly illustrates each feature. Stating Compliance without providing a datasheet will be deemed non-responsive.**

# C. Proposed Project Staffing

| S/No | Description | Bidder Must State Their Compliance with the Specification (Yes/No) |
|---|---|---|
| 1) | **Project Manager – 1 No.**<br>i) **MUST** have at least a Bachelor degree in Engineering, Telecommunication, ICT or related field<br>ii) A minimum of 10 years of general experience in Telecommunication or ICT<br>iii) Experience in delivery of a minimum of 3 projects of similar nature.<br>iv) Have relevant professional certification in Project Management. | |
| 2) | **Network / Integration Engineer – 1 No.**<br>i) MUST have at least a Bachelor degree in Telecommunication Engineering, Computer Science, Information Technology, Electrical Engineering or related field.<br>ii) A minimum of 8 years of general experience in Telecommunications or ICT network infrastructure.<br>iii) Experience in delivery of a minimum of 3 projects involving high-capacity core network routing, optical transceivers (100G/10G), or carrier-grade network integrations of similar nature.<br>iv) Have relevant professional certification in Networking (e.g., CCIE, CCNP, HCIE, HCIP, or equivalent). | |
| 3) | **Security & Penetration Testing Specialist – 1 No.**<br>i) MUST have at least a Bachelor degree in Cybersecurity, Computer Science, Information Technology, Computer Engineering or related field.<br>ii) A minimum of 8 years of general experience in ICT security, network security, or system vulnerability assessment.<br>iii) Experience in delivery of a minimum of 3 projects involving dynamic network penetration testing, perimeter security auditing, DDoS mitigation, or stateful firewall deployment of similar nature. | |

| S/No | Description | Bidder Must State Their Compliance with the Specification (Yes/No) |
|---|---|---|
| | iv) Have relevant professional certification in Cybersecurity or Penetration Testing (e.g., CISSP, CISM, CEH, OSCP, or equivalent). | |
| 4) | **Traffic Management & QoS Specialist - 1 No.**<br>i) MUST have at least a Bachelor degree in Telecommunication Engineering, Computer Science, Information Technology, Network Engineering or related field.<br>ii) A minimum of 8 years of general experience in network traffic engineering, IP bandwidth management, or Quality of Service (QoS) optimization.<br>iii) Experience in delivery of a minimum of 3 projects involving Layer 7 Deep Packet Inspection (DPI), 100 Gbps bandwidth shaping/policing, QoS prioritization, or RADIUS/AAA subscriber management integrations of similar nature.<br>iv) Have relevant professional certification in Advanced Networking or Traffic Engineering (e.g., CCIE/CCNP Service Provider/Enterprise, HCIE/HCIP Service Provider, or equivalent vendor-neutral network traffic management certification). | |
| 5) | **CGNAT, IP Services & Systems Integration Specialist – 1 No.**<br>i) MUST have at least a Bachelor degree in Computer Science, Information Technology, Telecommunication Engineering, Network Engineering, or related field.<br>ii) A minimum of 6 years of general experience in service provider IP networks, core routing, or data center systems integration.<br>iii) Experience in delivery of a minimum of 2 projects involving Carrier-Grade NAT (CGNAT/PAT) deployment, high-density session scaling (≥100,000 sessions), IPv6 transition mechanisms, or NMS telemetry integration (NETCONF/YANG APIs, Syslog, or NetFlow/IPFIX) of similar nature.<br>iv) Have relevant professional certification in Advanced Networking or Service Provider Routing (e.g., CCNP Service Provider/Enterprise, HCIP Service Provider/Datacom, or equivalent). | |
| 6) | **Data Center Operations, Fiber & Commissioning Specialist – 1 No.**<br>i) MUST have at least a Higher National Diploma in Telecommunications, Information Technology, or related field.<br>ii) A minimum of 5 years of general experience in data center physical infrastructure installation, single-mode optical fiber cabling, or network hardware commissioning. | |

| S/No | Description | Bidder Must State Their Compliance with the Specification (Yes/No) |
|---|---|---|
| | iii) Experience in delivery of a minimum of 2 projects involving data center rack mounting, dual AC power feed installation, high-speed optical transceiver patching (10G/100G), optical power meter testing, or live failover/Acceptance Testing (SAT) execution of similar nature.<br>iv) Have relevant professional/technical certification in Data Center Infrastructure, Fiber Optics, or Network Hardware (e.g., CDCP, BICSI, FOA CFOT, certified fiber/hardware installer, or equivalent). | |

**Note: Bidder MUST attach Curriculum Vitae & Testimonials to support their compliance. Stating compliance without providing Curriculum Vitae & Testimonials will be deemed non-compliant**

## 3. Qualification (ITB 37)

### 3.1 Qualification Criteria (ITB 37.1)

After determining the substantially responsive Bid which offers the lowest-evaluated cost in accordance with ITB 34, and, if applicable, the assessment of any Abnormally Low Bid (in accordance with ITB 36) the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) **Financial Capability**: The Bidder shall submit audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last **three (3)** years prior to bid submission deadline, demonstrating the current soundness of the Bidder's financial position. For a joint venture, this requirement shall be met by each member; The average annual turnover for the three years **must** be a minimum of **Kes.400 Million.**

(b) **Specific Experience**: The Bidder shall demonstrate that, within the last **five (5) years** prior to the bid submission deadline, it has successfully and substantially completed either: (a) at least **two (2) contracts**, **each with a value of at least KES 150 million**; or (b) at least **one (1) contract with a value of at least KES 300 million**; that are similar to the proposed Goods and Related Services. For a joint venture, this requirement **MUST** be met by each member. Similar contracts are those involving the supply, installation, configuration and commissioning of carrier-grade network equipment (such as DPI/bandwidth management platforms, carrier-grade NAT, BNG, or core/edge routers with 40G/100G interfaces) for a telecom operator, ISP, government network or large enterprise. Where a contract covers a wider scope, only the value of the similar component shall count, and the Bidder shall show that value.

'Substantially completed' means at least 80% of the contract value has been delivered and accepted, evidenced by completion or acceptance certificates. Contract values in foreign currency shall be converted at the Central Bank of Kenya exchange rate prevailing on the date of the bid submission deadline.

(c) **Documentary Evidence**: The Bidder shall furnish documentary evidence to demonstrate that the goods it offers meet the following usage requirement: **Product Datasheet/Brochure/Catalogues that demonstrates compliance with the technical specifications of the Bandwidth Manager and Natting Router as specified in Part 2: Supplier's Requirements**

(d) *Manufacturer's* authorization: A Bidder who does not manufacture an item/s **where a manufacturer authorization is required** in accordance with BDS ITB 17.2 (a), the Bidder shall provide evidence of being duly authorized by a manufacturer (Manufacturer's Authorization Form, Section IV, Bidding Forms), meeting the criteria to supply the Goods;

i. Enterprise Bandwidth Manager

ii. High Capacity Natting Router

# Section IV - Bidding Forms

## Table of Forms

**Letter of Bid....58**

**Bidder Information Form....61**

**Bidder's JV Members Information Form....62**

**Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration....63**

**Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported....65**

**Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported*....66**

**Price Schedule: Goods Manufactured in the Purchaser's Country....67**

**Price and Completion Schedule - Related Services....68**

**Form of Bid Security....69**

**Form of Bid Security (Bid Bond)....71**

**Form of Bid-Securing Declaration....73**

**Manufacturer's Authorization....74**

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# Letter of Bid

*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.*

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

To: **[*insert complete name of Purchaser*]**

(a) **No reservations:** We have examined and have no reservations to the bidding 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**: We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser's Country in accordance with ITB 4.7;

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

We, including any of our subcontractors:

(i) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

(ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

(iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.]

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(e) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [*insert a brief description of the Goods and Related Services*];

(f) **Bid Price**: The total price of our Bid, excluding any discounts offered in item (f) below is:

Option 1, in case of one lot: Total price is: [*insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies*];

Or

Option 2, in case of multiple lots: (a) Total price of each lot [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*]; and (b) Total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

(g) **Discounts**: The discounts offered and the methodology for their application are:

(i) The discounts offered are: [*Specify in detail each discount offered.*]

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

(h) **Bid Validity**: 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;

(i) **Performance Security**: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;

(j) **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, other than alternative Bids submitted in accordance with ITB 13;

(k) **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 Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

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(l) **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*];

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

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

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

(n) **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(o) **Purchaser Not Bound to Accept**: We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and

(p) **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

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

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<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>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]*<br>☐ 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.<br>☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.<br>☐ In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:<br>• Legal and financial autonomy<br>• Operation under commercial law<br>• Establishing that the Bidder is not under the supervision of the Purchaser<br>8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form. |

# Bidder's JV Members Information Form

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

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

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

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

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<br>Name: *[insert name of JV's Member authorized representative]*<br>Address: *[insert address of JV's Member authorized representative]*<br>Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]*<br>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]*<br>☐ 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.<br>☐ 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 Purchaser, in accordance with ITB 4.6.<br>8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form. |

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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**<br>**in accordance with Section III, Qualification Criteria, and Requirements** |
|---|
| We:<br>☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations<br>☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations<br>☐ (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.*]** |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the* ***Price Schedules*** *shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

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# Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

(Group C Bids, goods to be imported)

Currencies in accordance with ITB 15

Date: _____
RFB No: _____

Alternative No: _____
Page N° _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|
| Line Item N° | Description of Goods | Country of Origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price CIP *[insert place of destination]* in accordance with ITB 14.8(b)(i) | CIP Price per line item (Col. 5x6) | Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in BDS | Total Price per Line item (Col. 7+8) |
| *[insert number of the item]* | *[insert name of good]* | *[insert country of origin of the Good]* | *[insert quoted Delivery Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price CIP per unit]* | *[insert total CIP price per line item]* | *[insert the corresponding price per line item]* | *[insert total price of the line item]* |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | Total Price | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

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# Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported*

(Group C Bids, Goods already imported)

Currencies in accordance with ITB 15

Date: _____
RFB No: _____
Alternative No: _____
Page N° _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Line Item N° | Description of Goods | Country of Origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) | Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii) , [to be supported by documents] | Unit Price net of custom duties and import taxes, in accordance with ITB 14.8 (c) (iii) (Col. 6 minus Col.7) | Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) (Col. 5×8) | Price per line item for inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v) | Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv) | Total Price per line item (Col. 9+10) |
| *[insert number of the item]* | *[insert name of Goods]* | *[insert country of origin of the Good]* | *[insert quoted Delivery Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price per unit]* | *[insert custom duties and taxes paid per unit]* | *[insert unit price net of custom duties and import taxes]* | *[ insert price per line item net of custom duties and import taxes]* | *[insert price per line item for inland transportation and other services required in the Purchaser's Country]* | *[insert sales and other taxes payable per item if Contract is awarded]* | *[insert total price per line item]* |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | Total Bid Price | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

* *[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the Bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

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# Price Schedule: Goods Manufactured in the Purchaser's Country

| Purchaser's Country<br>_____ | (Group A and B Bids)<br>Currencies in accordance with ITB 15 | Date: _____<br>RFB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ |
|---|---|---|

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 [2] | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item N° | Description of Goods | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price EXW | Total EXW price per line item (Col. 4×5) | Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination | Cost of local labor, raw materials and components with origin in the Purchaser's Country % of Col. 5 | Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 6+7) |
| *[insert number of the item]* | *[insert name of Good]* | *[insert quoted Delivery Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert EXW unit price]* | *[insert total EXW price per line item]* | *[insert the corresponding price per line item]* | *[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]* | *[insert sales and other taxes payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

[2] *[Delete Column 8 if domestic preference is not applicable, which should normally be the case for off-the-shelf Goods]*

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# Price and Completion Schedule - Related Services

| Currencies in accordance with ITB 15 | | | | | Date: _____<br>RFB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6 or estimate) |
| *[insert number of the Service ]* | *[insert name of Services]* | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price per item]* | *[insert total price per item]* |
| | | | | | | |
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| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

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# Form of Bid Security

**(Bank Guarantee)**

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Purchaser to insert its name and address]*

**RFB No.:** *[Purchaser to insert reference number for the Request for Bids]*

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

**Date:** *[Insert date of issue]*

**BID 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 the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ _ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid 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 _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereof provided by the Applicant has failed to: (i) sign the contract agreement, or (ii) furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

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This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

_____

*[Signature(s)]*

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

# Form of Bid Security (Bid Bond)

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called "the Principal"), and *[name, legal title, and address of surety],* **authorized to transact business in** *[name of country of Purchaser],* as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called "the Purchaser") in the sum of *[amount of Bond]*[3] *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the ___ day of _____, 20__, for the supply of *[name of Contract]* (hereinafter called the "Bid").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

(a) withdraws its Bid prior to the Bid validity expiry date set forth in the Principal's Letter of Bid, or any extended date provided by the Principal; or

(b) having been notified of the acceptance of its Bid by the Purchaser prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant has failed to: (i) execute the Contract agreement; or (ii) furnish the Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Purchaser's bidding document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiry of the Bid validity set forth in the Principal's Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____ day of _____ 20__.

Principal: _____ Surety: _____

Corporate Seal (where appropriate)

[3] The amount of the Bond shall be denominated in the currency of the Purchaser's Country or the equivalent amount in a freely convertible currency.

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| | |
|---|---|
| _____ | _____ |
| *(Signature)* | *(Signature)* |
| *(Printed name and title)* | *(Printed name and title)* |

# Form of Bid-Securing Declaration

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: *[date (as day, month and year)]*
Bid No.: *[number of RFB process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Purchaser for the period of time specified in Section II – Bid Data Sheet, if we are in breach of our obligation(s) under the Bid conditions, because we:

(a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or

(b) having been notified of the acceptance of our Bid by the Purchaser prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiry date of the Bid validity.

Name of the Bidder*_____

Name of the person duly authorized to sign the Bid on behalf of the Bidder**_____

Title of the person signing the Bid_____

Signature of the person named above_____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by 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 attached to the Bid

*[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*

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# Manufacturer's Authorization

*[If applicable only]*

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the **BDS.**]*

Date: *[insert date (as day, month and year) of Bid submission]*
RFB No.: *[insert number of RFB process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of *[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

We confirm that we do not engage or employ forced labor or persons subject to trafficking or child labor, in accordance with Clause 14 of the General Conditions of Contract.

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

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

# 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 Bidding process:

Under ITB 4.8(a) and ITB 5.1: **NONE**

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 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

[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

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to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

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# PART 2 – Supply Requirements

# Section VII - Schedule of Requirements

## Contents

**1. List of Goods and Delivery Schedule ..... 85**

**2. List of Related Services and Completion Schedule..... 87**

**3. Technical Specifications ..... 88**

**4. Drawings ..... 100**

**5. Inspections and Tests..... 101**

# Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding document by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable Bidders to prepare their Bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB 42.1.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW, or CIP, FOB, FCA terms—that "delivery" takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Bidder's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

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# 1. List of Goods and Delivery Schedule

*[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]*

| Line Item N° | Description of Goods | Quantity | Physical unit | Final Destination (Project Site) as specified in BDS | Delivery (as per Incoterms) Date | | |
|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | Bidder's offered Delivery date [*to be provided by the Bidder*] |
| | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness of the Contract]* | *[insert the number of days following the date of effectiveness of the Contract]* | *[insert the number of days following the date of effectiveness of the Contract]* |
| 1 | Enterprise Bandwidth Manager (100G Capacity) | 4 | Pcs | Ardhi House, Treasury, Mombasa, and Eldoret | 30 days | 120 days | |
| 2 | NATTING Router at GDC (100G / 2M NAT Sessions) | 1 | Pcs | Government Data Centre (GDC PoP) | 30 days | 120 days | |
| 3 | 5-Year Software & Feature Licensing Package (Bandwidth Manager) | 4 | Units | Ardhi House, Treasury, Mombasa, and Eldoret (GDC PoP) | 30 days | 120 days | |

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|---|---|---|---|---|---|---|---|
| 4 | CGNATT License (Perpetual) for the NATTING Router | 1 | Unit | Government Data Centre (GDC PoP) | 30 days | 120 days | |

# 2. List of Related Services and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| *[insert Service No]* | *[insert description of Related Services]* | *[insert quantity of items to be supplied]* | *[insert physical unit for the items]* | *[insert name of the Place]* | *[insert required Completion Date(s)]* |
| 1 | Installation, Configuration & Core Network Integration | 5 | Unit | Ardhi House, Treasury, Mombasa, Eldoret and Government Data Centre (GDC PoP) | 120 days |
| 2 | Technical Capacity Building & Training (14 Engineers) | 14 | Unit | Ardhi House, Treasury, Mombasa, Eldoret and Government Data Centre (GDC PoP) | 120 days |
| 3 | Comprehensive Warranty & Technical Support (3 Years) | 5 | Unit | Ardhi House, Treasury, Mombasa, Eldoret and Government Data Centre (GDC PoP) | 120 days for Phases 1-2; Phase 3 (administrative handholding) within 3 months after commissioning |

1. If applicable

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# 3. Technical Specifications

## 1. Background

The Government of Kenya is currently executing an ambitious nationwide digital transformation program under the Digital Superhighway initiative. Supported by the World Bank under Component 1 of the Kenya Digital Economy Acceleration Project (KDEAP), the Ministry of Information, Communications and the Digital Economy is deploying extensive physical infrastructure, including 100,000 km of terrestrial fiber backbone and last-mile connectivity to government offices, public markets, and over 500 tertiary educational institutions.

To manage this rapid expansion, enforce Service Level Agreement (SLA) compliance, secure state-level communications, and prevent localized network traffic bottlenecks, the ICT Authority (ICTA) is procuring four (4) high-capacity, carrier-grade Enterprise Bandwidth Managers (100G Capacity) and one (1) Carrier-Grade NATTING Router (100G Capacity).

The Bandwidth Managers will be deployed across four (4) strategic ICTA-designated core Internet Breakout Points: Ardhi House (Nairobi Primary POP), Treasury (Nairobi Secondary POP), Mombasa POP (Coastal Regional Breakout), and Eldoret POP (Rift/Western Regional Breakout). To eliminate single points of failure across national digital services, Ardhi House and Treasury operate in an active-active inter-site topology over high-speed One Government Network (OGN) core links , with automatic inter-site failover. The failover time and retention of configuration and policy state shall be demonstrated during UAT (target: service restoration in less than [30] seconds with no loss of configured policies). Simultaneously, the high-capacity NATTING Router will be deployed at the Government Data Center (GDC) to manage large-scale Carrier-Grade NAT (CGNAT), static/dynamic NAT pools, VRF routing, and hardware-accelerated session forwarding.

## 2. Objectives of the Assignment

The primary objective is to select a qualified Contractor to supply, deliver, install, integrate, configure, test, commission, and maintain four (4) Enterprise Bandwidth Managers and one (1) NATTING Router at GDC, complete with a comprehensive five (5) year software, feature, and threat intelligence licensing package for the bandwidth managers and 3-year OEM support for the NATTING router. While the software and threat signature license is fully provisioned for five (5) years upfront under this procurement, the hardware warranty and OEM technical support are covered under the project for three (3) years. To mitigate hardware failure risks in Years 4 and 5, the ICT Authority shall, upon the expiry of the initial 3-year OEM hardware warranty, enter into a separate Service Level Agreement (SLA) / Service Maintenance Contract with the Original Equipment Manufacturer (OEM) or certified local partner, funded through Government of Kenya (GoK) recurrent budgetary allocations.
The specific objectives include:

- Procure and deploy vendor-agnostic, high-capacity Bandwidth Managers (4 units) supporting up to 100 Gbps full-duplex / bidirectional total throughput with dual redundant physical interfaces and hot-swappable hardware components.
- Procure and deploy 2/3U rack-mount NATTING Routers supporting at least 100 Gbps throughput, minimum 2 million concurrent NAT sessions, and hardware-accelerated forwarding.
- Implement granular Traffic Shaping and Policing controls on Bandwidth Managers to enforce a minimum of 100 Gbps bandwidth shaping across diverse user segments, application categories, and local sub-networks.
- Establish advanced Quality of Service (QoS) and traffic classification engines to prioritize critical government, educational, and e-commerce traffic based on DSCP, IP, VLAN, and protocol parameters.
- Deploy Layer 7 Deep Packet Inspection (DPI) on Bandwidth Managers to identify, classify, and track network application usage patterns dynamically.
- Configure Carrier-Grade NAT/PAT, NAT pools, IPv4/IPv6 dual stack, and IPv6 transition mechanisms on the GDC NATTING Router.
- Implement full Layer 3 routing protocols (static, OSPF, IS-IS, BGP), VRF, MPLS, and IP-VPN technologies on the GDC NATTING Router.
- Configure subscriber management and integration with centralized Authentication, Authorization, and Accounting (AAA), RADIUS, and DHCP services.
- Enforce robust security controls, stateful firewall rules, ACLs, anti-spoofing, basic DDoS protection, and real-time anomaly detection.
- Deliver administrative capacity building for 14 ICT Authority engineers and provide comprehensive post-commissioning technical support.

## 3. Project Implementation Process

### 3.1 Site & Network Planning

The Contractor shall undertake comprehensive pre-installation planning in close coordination with the ICT Authority Network Operations Center (NOC) and Project Implementation Unit (PIU) teams. Tasks include:

- Conduct a detailed network environment audit at the core OGN POPs (Ardhi House, Treasury, Mombasa, Eldoret, and GDC) to map existing fiber handoffs, transceiver compatibility, and physical rack allocations.
- Consult with ICTA Network Engineers to finalize IP addressing schemes, NAT pool structures, VLAN tagging, routing protocols (BGP/OSPF/IS-IS), and active security boundaries.
- Formulate a detailed system integration design plan specifying rack layouts, dual-power feed configurations (AC/DC), and front-to-back chassis cooling requirements.
- Produce and submit a comprehensive Inception and Site Readiness Report prior to physical deployment.

### 3.2 Implementation & Configuration

The Contractor shall execute all installation and configuration activities under a detailed work plan approved by the contracting authority. Implementation standards include:

- Supply, mount, and securely ground 2/3U rackmount chassis for Bandwidth Managers and the 2/3U NATTING Router at GDC in designated racks.
- Populate optical interfaces: 2x 100G (QSFP28) + 2x 10G (SFP+) for Bandwidth Managers, and 2x 100GE + 4x 10GE interfaces for the GDC NATTING Router, all with single-mode transceivers.
- Provision core operating systems, dual AC/DC power feeds, and verify thermal fan operations.
- Configure Bandwidth Manager policy engines (traffic shaping, DSCP QoS, Layer 7 DPI, AAA/RADIUS synchronization).
- Configure GDC NATTING Router services (Carrier-Grade NAT/PAT, NAT logging, session management, BGP/OSPF/IS-IS routing, VRF, MPLS, stateful security, and QoS).

## 3.3 System Acceptance & Performance Testing (UAT)

The User Acceptance Testing (UAT) process shall systematically verify that the deployed Bandwidth Manager is physically secure, fully functional, and capable of operating under maximum network capacity conditions. The testing framework must satisfy the following criteria:

- Physical Installation Check: Verify that the chassis is securely rack-mounted, grounded, and that dual power feeds and cabling are neatly run and labeled.
- 100G Throughput Validation: Utilize network traffic generators to simulate aggregate load, verifying that the system successfully processes up to 100 Gbps total throughput without packet drop or latency degradation.
- Traffic Shaping & Rate Limiting Verification: Create test user groups and sub-networks, verifying that the policy engine strictly enforces traffic limits (e.g. up to 100 Gbps bandwidth shaping) on a per-user, per-port, and per-protocol basis.
- High-Availability & Redundancy power Failover: Perform live hot-swapping tests of cooling fans and simulate a power-line failure to confirm that the redundant power supply takes over without interrupting traffic flow.
- High-Availability & Redundancy inter site failover: Simulate loss of one site (Ardhi House or Treasury) and confirm that traffic is taken over by the other site within [30] seconds, with no loss of configured policies. Repeat the same failing the other sites and test reverse fail over.
- Integration & Logging Sync: Verify that subscriber tracking, NetFlow/IPFIX flow exports, SNMP alerts, and Syslog logs are successfully received and parsed by the external central logging and billing collectors.
- Security & Policy Enforcement Audit: Perform dynamic penetration tests to verify that basic L3/L4 ACL rules block unauthorized access and that DDoS scanning alerts are triggered on anomaly detection.
- NAT Sessions: Verify 2 million concurrent NAT sessions at GDC, rate limiting, BGP/OSPF routing convergence and security logging.

## 3.4 Commissioning & Effective Date of Support

Following successful UAT validation, the Contractor shall compile and submit all testing logs to the ICT Authority technical team. Formal commissioning occurs upon signed approval of the Site Handover Certificate by the Project Coordinator. The comprehensive three (3) years manufacturer warranty and support service period shall commence immediately on the effective date of Operational Acceptance Certificate, covering hardware replacement, operating system patches, and technical remote assistance.

## 3.5 As-Built & System Documentation

Within ten (10) working days of commissioning, the Contractor shall deliver a detailed system documentation package, incorporating:

- As-built logical and physical cabling topologies, mapping OGN POP interconnections.
- Comprehensive operating system configuration backups and active policy engine rule definitions.
- User directories, AAA database schemas, and integrated RADIUS mapping specifications.
- Comprehensive UAT performance logs, transceiver diagnostics, and power consumption records.
- OS configuration backups, NAT pool schemas, and diagnostic runbooks.

## 3.6 Technical Capacity Building & Training

The primary objective of the Technical Capacity Building Program is to transfer full operational, administrative, and troubleshooting autonomy to the **14 designated ICT Authority engineers** across all core national network nodes.

### 3.6.1 Program Overview & Objectives

Upon completion of this comprehensive program, the 14 engineers will be fully qualified and certified to manage carrier-grade 100 Gbps aggregate throughput, adjust Layer 7 Deep Packet Inspection (DPI) traffic management policies, manage AAA/RADIUS subscriber tracking, enforce perimeter security rules, administer Carrier-Grade NAT (CGNAT) pools and session scaling, configure Layer 3 routing protocols (OSPF, IS-IS, BGP), and oversee automated failover systems across the Treasury, Ardhi House, Mombasa and Eldoret, and Government Data Center (GDC) core OGN POPs.

### 3.6.2 Structure of the Capacity Building Program

The capacity building framework is structured into three progressive, interconnected phases designed to move engineers seamlessly from theoretical understanding to hands-on mastery and post-commissioning operational autonomy:

**Table 1 Structure of Training**

| | |
|---|---|
| **PHASE 1: Formal On-Site Training** | Five (5) Full Working Days of combined theoretical system architecture and hands-on laboratory configuration on active or lab-staged Bandwidth Manager and NATTING Router hardware. |
| **PHASE 2: Documentation Package** | Delivery of comprehensive electronic and printed administration manuals, quick reference field guides, as-built topology diagrams, and emergency runbooks. |

| | |
|---|---|
| **PHASE 3: Administrative Handholding** | Minimum 3 Months of post-commissioning administrative support, expert tier-3 shadow engineering, monthly policy refinement, and live incident troubleshooting. |

### 3.6.3 Phase 1: Formal On-Site Training Syllabus (14 Trainees)

**Format:** Combined theoretical system design with direct hands-on configuration on active or lab-staged Enterprise Bandwidth Manager and NATTING Router hardware platforms.

#### Module 1: System Hardware Architecture & Operating System Provisioning

- **Bandwidth Manager Hardware Overview:** Chassis design (2/3U), multi-core x86 or ASIC/FPGA hardware accelerators, 128 GB system RAM, 2 TB local SSD layout, and front-to-back thermal cooling.
- **NATTING Router Hardware Overview:** 2/3U rack-mount router chassis, minimum 100 Gbps wire-speed throughput, hardware-accelerated forwarding, capacity for minimum 2 million concurrent NAT sessions, dual AC power supply with grid redundancy (300W–800W power draw), and hot-swappable thermal cooling fans.
- **Physical Interface Infrastructure:** Populating, cleaning, inspecting, and verifying 2x 100G (QSFP28) and 4x 10G (SFP+) single-mode optical transceivers, fiber patch cords, and optical power budget limits.
- **Power Redundancy & High Availability:** Dual AC power supply configuration, dual-feed grid connections, load sharing, and live hot-swapping procedures for power supply units (PSUs) and fan trays.
- **OS Administration & Provisioning:** Hardened Linux-based/proprietary OS initialization, firmware patching, software updates, license management, and configuration backup/restore routines.

#### Module 2: Traffic Management, Layer 7 DPI & Quality of Service (QoS)

- **Bandwidth Shaping & Policing:** Configuring multi-level upstream and downstream traffic shaping (up to 100 Gbps aggregate throughput) across interface ports, sub-networks, and individual user sessions.
- **Layer 7 Deep Packet Inspection (DPI):** Setting up automatic application identification, updating L7 signature databases, creating custom protocol classification rules, and application-level tracking.
- **QoS Engine Configuration:** Implementing DSCP marking, IP parameter matching, and VLAN tagging to prioritize mission-critical government, educational, and e-commerce traffic.
- **Dynamic Rate-Limiting & Load Balancing:** Executing dynamic rate-limits per flow and balancing path traffic across redundant outbound WAN physical links.

#### Module 3: Subscriber Tracking, Directory Integration & Carrier-Grade NAT (CGNAT)

- **Carrier-Grade NAT/PAT Architecture:** Configuring CGNAT/PAT engines on the NATTING Router, establishing static and dynamic NAT translation pools, session limiters, and IPv4/IPv6 dual-stack transition mechanisms.

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- **NAT Logging & Session Tracking:** Setting up high-speed NAT translation logging, user-to-IP session mapping, and compliance tracking for enterprise data center operations.
- **Subscriber Management Schemas:** Mapping active network users dynamically to bandwidth policies, NAT translation pools, and QoS tiers.
- **AAA & RADIUS Integration:** Synchronizing appliances with centralized Authentication, Authorization, and Accounting (AAA) and RADIUS servers.
- **DHCP & Active Directory Mapping:** Integrating IP/MAC binding tables, DHCP lease tracking, and Active Directory / LDAP user credential association.

Module 4: Security Enforcement, Layer 3 Routing & Threat Mitigation

- **Layer 3 Routing & VPN Protocols:** Configuring full Layer 3 routing suites on the NATTING Router including Static routing, OSPF, IS-IS, and BGP; VRF instances, MPLS, and common IP-VPN encapsulation technologies.
- **Access Control Lists (ACLs) & Stateful Defense:** Crafting stateful L3/L4 filtering rules, stateful security/firewall functions, anti-spoofing controls, and identity-based access restrictions.
- **Real-Time Threat Mitigation & Anti-DDoS:** Configuring behavioral anomaly detection to automatically log and block Distributed Denial-of-Service (DDoS) attacks, SYN floods, and TCP/UDP port scans.
- **Perimeter Defense Setup:** Establishing hardened security boundaries for state-level digital communications across public, market, data center, and educational access routes.

Module 5: System Telemetry, Analytics & Automation

- **Real-Time & Historical Reporting:** Generating live throughput heatmaps, packet-rate statistics, active NAT session counts, and historical utilization reports for capacity planning.
- **Logging & Telemetry Protocols:** Exporting centralized security logs via Syslog, setting up threshold-based email alerts, and configuring SNMPv3 and streaming telemetry.
- **Flow Data Export:** Configuring native NetFlow and IPFIX protocol exports to external central security and accounting collectors.
- **Programmatic Automation & APIs:** Utilizing NETCONF/YANG APIs, RESTful APIs, SSH CLI scripts, Ansible playbooks, and Python SDKs for automated policy and routing updates.

Module 6: Diagnostics, High Availability & Operational Troubleshooting

- **Live Diagnostic Tools:** Command-line (SSH) and Web-GUI (HTTPS) diagnostic commands, port mirror analysis, active NAT session inspection, and latency tracking.
- **High Availability & Non-Disruptive Maintenance:** Testing active-passive/active-active failover, graceful restart protocols, state synchronization, and live firmware upgrades without traffic disruption.
- **System Restoration & Runbooks:** Executing factory resets, restoring system state from local 2 TB SSD backups, and executing disaster recovery runbooks.

### 3.6.4 Phase 2: Training Documentation & Knowledge Base Package

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The Contractor shall supply a complete, custom technical documentation package to all **14 engineers** upon completion of the formal training course:

- **System Administration Manuals:** Comprehensive electronic and printed manuals covering CLI, Web-UI, REST API, and NETCONF/YANG rule management for both Bandwidth Managers and NATTING Routers.
- **Quick Reference Field Guides:** Step-by-step procedure sheets for routine tasks (e.g., adding a QoS rule, blocking an app protocol, defining a dynamic NAT pool, or creating a temporary bandwidth quota).
- **As-Built Topology & Schemas:** Detailed network architecture diagrams of interconnections at Treasury, Ardhi House, Mombasa, Eldoret, and GDC POPs, complete with optical port mappings, IP addressing schemes, NAT translation ranges, VLAN tags, and RADIUS schema layouts.
- **Troubleshooting & Emergency Runbooks:** Diagnostic decision trees for link drops, CGNAT session exhaustion, hardware alerts, high-CPU/RAM usage, and power grid failures.

### 3.6.5 Phase 3: Post-Deployment Administrative Support & Handholding

To ensure a smooth operational transition, the Contractor shall provide a minimum of **3 months** of dedicated post-commissioning technical support and handholding, directly assisting the 14 NOC engineers:

- **On-Call Expert Assistance:** Direct access to tier-3 senior systems and routing engineers to assist NOC staff with complex configuration queries and system alert resolutions.
- **Policy & NAT Refinement Sessions:** Monthly collaborative review sessions with the 14 engineers to analyze network traffic patterns, refine L7 DPI signatures, adjust CGNAT pool allocation, tune DSCP priority queues, and optimize bandwidth shaping limits.
- **Live Incident Shadowing:** Joint troubleshooting of live network anomalies, DDoS attempts, routing flap events, or hardware alerts, ensuring ICTA engineers gain practical, real-world experience.
- **Performance & Scale Optimization:** Ongoing guidance on optimizing system RAM (128 GB) buffers, local SSD logging databases, NAT session tables, and flow data exports.

### 3.6.6 Verification & Evaluation Framework

To verify that the capacity building program meets the required performance standards, the training shall conclude with a rigorous practical competency evaluation:

**Table 2 Training Verification & Evaluation Framework**

| Evaluation Component | Assessment Criteria | Verification Method |
|---|---|---|
| **Practical Hands-on Test** | Candidate independently configures a 10 Gbps/100 Gbps bandwidth shaping rule, provisions a CGNAT pool with 100K session scale, assigns L7 DPI application throttling, and links a RADIUS subscriber policy. | Live simulation in the staging lab or Web-GUI/CLI. |

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| Evaluation Component | Assessment Criteria | Verification Method |
|---|---|---|
| **Failover & Security Verification** | Candidate successfully interprets a simulated DDoS alert, configures a stateful ACL/BGP route-filtering rule, verifies CGNAT session logs, and validates dual-power failover logs. | CLI/Syslog inspection & hardware simulation. |
| **Certification of Completion** | Official Certificate of Technical Competency issued to each of the 14 engineers upon passing both practical and theoretical assessments. | Signed off by Contractor Lead Instructor and ICTA PIU Lead. |

## 3.7 Implementation Project Plan

The bidder is required to include a clear, detailed Project Plan as part of their proposal, mapping out all site readiness surveys, hardware shipping, physical mounting, configuration runs, UAT phases, technical training, and commissioning handovers. The baseline implementation schedule shall target a maximum duration of sixteen (16) weeks from contract signing to final system handover.

# 4. Technical Requirements & Technical Specifications

The minimum technical specifications provided below serve as a baseline reference. Bidders may propose equivalent, superior, or alternative carrier-grade technologies from any qualified system provider, provided the proposed solution demonstrably meets or exceeds all mandatory functional, capacity, performance, security, and integration requirements. The latest hardware and software versions must be proposed. The solution must be vendor-agnostic and support interoperable standards.

## 5.1 Minimum Technical Specifications for Enterprise Bandwidth Managers (4 Pcs)

Table 4 below details the minimum technical requirements for the four (4) Enterprise Bandwidth Managers deployed at Ardhi House, Treasury, Mombasa, Eldoret and Government Data Centre (GDC PoP)

**Table 3 Minimum Technical Specifications of Enterprise Bandwidth Manager**

| Parameter / Feature Category | Minimum Technical Requirements |
|---|---|
| **Bandwidth Capacity** | Support up to 100 Gbps bidirectional / full-duplex non-blocking aggregate throughput capacity (200 Gbps aggregate processing bandwidth across ingress and egress ports). |
| **Physical Interface Ports** | Equipped with a minimum of 2x 100G (QSFP28) and 2x 10G (SFP+) physical ports; all ports must be fully populated with matching single-mode optical transceivers/modules and corresponding patch cords from day one. |
| **Form Factor** | Standard 2U or 3U rackmount chassis design, suitable for installation in conventional 19-inch communication racks. |

| Parameter / Feature Category | Minimum Technical Requirements |
|---|---|
| **Redundancy & High Availability** | Dual hot-swappable AC/DC power supplies and hot-swappable cooling fans. |
| **Traffic Shaping & Policing** | Enforce at least 100 Gbps bandwidth shaping across active users, application protocols, and sub-networks; support granular configuration of upstream/downstream traffic rules. |
| **Quality of Service (QoS) Policies** | Prioritize real-time, interactive, and critical traffic based on standard DSCP, IP parameters, VLAN tagging, and protocol classifications. |
| **Application Recognition** | Deploy Layer 7 Deep Packet Inspection (DPI) technology for automatic identification, categorization, and tracking of standard and customized application signatures. |
| **Processor & Memory** | Multi-core x86 or dedicated custom ASIC/FPGA hardware accelerators; minimum 128 GB system RAM (or vendor-recommended architecture for 100G DPI state tables). |
| **Rate Limiting** | Support multi-level rate-limiting policies configured per physical port, per flow, per individual user, and per sub-network segment. |
| **Load Balancing** | Support load distribution and active path balancing across multiple outbound WAN physical links or transit pathways. |
| **Subscriber Management** | Fully integrate with central Authentication, Authorization, and Accounting (AAA), RADIUS, and DHCP servers for dynamic subscriber tracking, credential management, and bandwidth policy association. |
| **Real-time Traffic Monitoring** | Provide live, real-time bandwidth usage statistics, tracking throughput and packet-rates per IP address, per VLAN network, and per application protocol. |
| **Historical Analytics** | Generate and store comprehensive historical reports, network usage trends, utilization heatmaps, and capacity planning projections. |
| **Alerting & Notification** | Support threshold-based alerts with automatic distribution via email or SNMP traps to notify administrators of capacity limits or hardware faults. |
| **Flow Data Export** | Native support for NetFlow and IPFIX protocol standards to facilitate flow data export to external central security collectors. |
| **External Integration** | Standard support for Syslog and SNMP (v2c/v3) for unified monitoring integration with third-party network management systems. |
| **Security Capabilities** | Support advanced Access Control Lists (ACLs) and stateful L3/L4 firewall rules to enforce traffic filtering and perimeter boundaries. |
| **Access Control** | Granular policy controls based on physical MAC address, logical IP, Layer 7 Application signature, or authenticated user credentials. |

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| Parameter / Feature Category | Minimum Technical Requirements |
|---|---|
| **Anomaly Detection** | Automated threat intelligence to detect and log Distributed Denial-of-Service (DDoS) attempts, TCP/UDP port scans, and anomalous traffic spikes. |
| **Policy Engine** | Centralized rule generation and administrative execution through a unified Web-GUI, secure CLI, and RESTful APIs. |
| **Processor** | High-performance multi-core x86 architecture or dedicated custom ASIC/FPGA hardware accelerators to handle high packet-per-second processing. |
| **System RAM** | Minimum of 128 GB system RAM to sustain high-concurrency connection states, deep packet inspection buffers, and logging logs. |
| **Storage Capacity** | Equipped with high-reliability Solid State Drives (SSDs) with a minimum capacity of up to 2 TB to facilitate local logging, analytics databases, and firmware backups. |
| **Cooling System** | Front-to-back airflow design with automatic thermal-regulated, hot-swappable cooling fans. |
| **Power Specifications** | Dual AC/DC power input to support operational full load configuration. |
| **Operating System** | Secure, hardened Linux-based platform or a proprietary embedded operating system with modular software updates. |
| **Management Interfaces** | Support administration through highly secure CLI (SSH), Web UI (HTTPS), REST APIs, SNMP, and Netconf configuration frameworks. |
| **Billing & SDN Integration** | Interoperable with external Software-Defined Networking (SDN) controllers, cloud management platforms, and telecommunication billing databases. |
| **Licensing & Support** | Comprehensive 5-Year Software & Feature License Package including DPI signature updates, OS patches, and threat feeds; 3-Year Hardware Warranty. |
| **Operating Temperature** | Fully operational across a standard ambient temperature range of 0°C to 45°C. |
| **Humidity** | Operate in relative humidity conditions ranging from 5% to 90%, non-condensing. |
| **Environmental Hardening (Mombasa)** | For coastal deployment (Mombasa POP), equipment must feature conformal coating / anti-corrosion protection against high humidity and salt-laden air, OR bidders must provide OEM certification guaranteeing equipment suitability for tropical coastal environments (conforming to IEC 60068-2-11 / salt spray resistance standards). |
| **Regulatory Certifications** | Maintain international certifications, including CE, FCC, RoHS, and NEBS compliance |

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## 5.2 Minimum Technical Specifications for NATTING Router

Table 5 details the specifications for the Carrier-Grade NATTING Router

**Table 4 Minimum Specifications for Carrier-Grade NATTING Router**

| Item / Category | Minimum Technical Requirements |
|---|---|
| Form Factor & Capacity | 2/3U rack-mount router; minimum 100 Gbps throughput; minimum 2 million concurrent NAT sessions; hardware-accelerated forwarding. |
| Physical Interfaces | 2 × 100GE Interfaces + 4 × 10GE interfaces; all interfaces fully populated with Single Mode optical transceivers. |
| NAT & IP Services | Carrier-grade NAT/PAT, NAT pools, static/dynamic NAT, NAT logging, session management, IPv4/IPv6 dual stack, and IPv6 transition mechanisms. |
| NATTING Licenses | The proposed router shall be supplied with all software licenses required for full NAT/CGN and encryption functionality. All licenses shall be perpetual |
| Routing & VPN | Full Layer 3 routing including static, OSPF, IS-IS, and BGP; IPv4/IPv6; VRF, MPLS, and common IP-VPN technologies. |
| Security & QoS | Stateful security/firewall functions, ACLs, anti-spoofing, basic DDoS protection, traffic classification, policing, shaping, and QoS. |
| High Availability | Redundant power supply and redundant control plane (or documented stateful failover capability); high-availability operation, fast failover, and graceful restart/non-disruptive maintenance capabilities. |
| Management & Monitoring | CLI/SSH, Web/HTTPS, SNMPv3, Syslog, NetFlow/IPFIX, NETCONF/YANG or equivalent API, telemetry, and NMS integration. |
| Performance & Scalability | Wire-speed hardware forwarding; sufficient routing, VRF, MAC, and session scale to support all specified functions concurrently; jumbo frames. |
| Standards & Support | Compliance with relevant IEEE/IETF standards; minimum 3-year OEM warranty/support, including software updates and security fixes. |
| Power Supply | Capability of Dual AC power supply. |

## 5. Deployment Locations

The equipment shall be installed across five (5) designated core POP sites:

- **Ardhi House (Nairobi Primary POP)**: Primary high-capacity internet breakout point serving core government ministries and OGN backbone connectivity (1x Bandwidth Manager).
- **Treasury (Nairobi Secondary POP)**: Secondary/backup internet breakout point providing active carrier-grade failover and redundancy (1x Bandwidth Manager).

- **Mombasa POP (Coastal Regional Breakout)**: Regional internet aggregation hub connecting submarine cable landing stations and coastal government offices (1x Bandwidth Manager).
- **Eldoret POP (Rift/Western Regional Breakout)**: Regional internet aggregation hub serving Western Kenya, North Rift, and inland educational clusters (1x Bandwidth Manager).
- **Government Data Center (GDC POP)**: Central government data center facility hosting core application servers, cloud services, and requiring high-concurrency CGNAT routing (1x NATTING Router).

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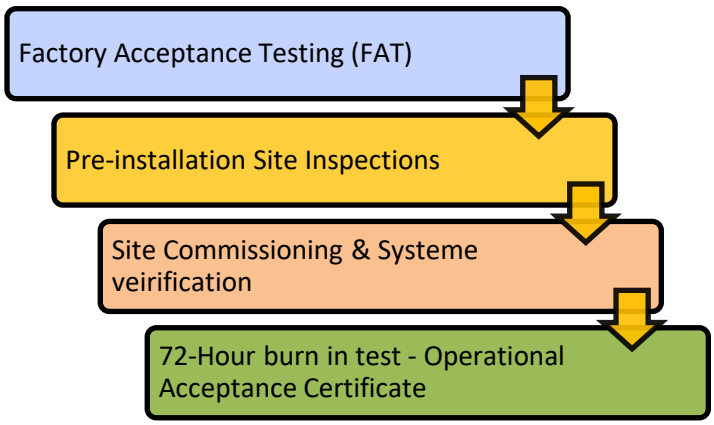
# 4. Drawings

This bidding document includes **No** drawings.

| List of Drawings | | |
|---|---|---|
| **Drawing Nr.** | **Drawing Name** | **Purpose** |
| Not Applicable | Not Applicable | Not Applicable |
| | | |
| | | |
| | | |
| | | |

# 5. Inspections and Tests

The following inspections and tests shall be performed:
The following factory, site-level, and operational inspections and acceptance tests shall be performed by the Supplier and witnessed by the Purchaser's Project Implementation Unit (PIU) and Inspectorate Team prior to formal sign-off:




2. **Factory Acceptance Testing (FAT) and Pre-Shipment Verification**[7]
   Before physical dispatch to Kenya, all equipment must undergo factory verification, physical inspection, and baseline power-on testing to validate OEM quality compliance, hardware component density, and environmental hardening standards.

3. **Proof of Delivery**
   - Installation may only commence once a signed Goods Received Note (GRN) or official Delivery Note confirming full receipt of all items is jointly executed by the purchaser and supplier.

4. **Pre-Installation & Site Readiness Inspections**
   - Prior to mounting equipment, the Contractor shall complete comprehensive pre-installation audits in coordination with ICTA engineers to verify physical rack space, power grid redundancy, and optical fiber handoff readiness.

**5. On-Site Commissioning & Technical System Acceptance Testing (UAT)**
   - The User Acceptance Testing (UAT) systematically verifies that the deployed Bandwidth Managers and NATTING Router operate at full carrier-grade capacity under maximum network traffic loads across all five core OGN breakout points.

[7] The winning bidder must provide a valid Pre-Export Verification of Conformity (PVoC) Certificate of Conformity (CoC) issued prior to shipment by a KEBS-accredited inspection body in the country of origin

**6. Final Operational Acceptance Test (UAT)**
Upon successful completion of all site tests, the installation will undergo a **72-hour continuous operational burn-in test**. If no critical system failures (Class 1 or Class 2 incidents) occur during this window, the Purchaser will issue the formal **Operational Acceptance Certificate (OAC)** for the Contract.

# PART 3 - Contract

# Section VIII - General Conditions of Contract

## Table of Clauses

**1. Definitions ..... 106**

**2. Contract Documents ..... 107**

**3. Fraud and Corruption ..... 107**

**4. Interpretation ..... 107**

**5. Language ..... 108**

**6. Joint Venture, Consortium or Association ..... 108**

**7. Eligibility ..... 109**

**8. Notices ..... 109**

**9. Governing Law ..... 109**

**10. Settlement of Disputes ..... 109**

**11. Inspections and Audit by the Bank ..... 110**

**12. Scope of Supply ..... 110**

**13. Delivery and Documents ..... 110**

**14. Supplier's Responsibilities ..... 111**

**15. Contract Price ..... 112**

**16. Terms of Payment ..... 112**

**17. Taxes and Duties ..... 112**

**18. Performance Security ..... 113**

**19. Copyright ..... 113**

**20. Confidential Information ..... 113**

**21. Subcontracting ..... 114**

Official Use Only

**22. Specifications and Standards ..... 114**

**23. Packing and Documents ..... 115**

**24. Insurance ..... 115**

**25. Transportation and Incidental Services ..... 115**

**26. Inspections and Tests ..... 116**

**27. Liquidated Damages ..... 117**

**28. Warranty ..... 117**

**29. Patent Indemnity ..... 118**

**30. Limitation of Liability ..... 119**

**31. Change in Laws and Regulations ..... 120**

**32. Force Majeure ..... 120**

**33. Change Orders and Contract Amendments ..... 120**

**34. Extensions of Time ..... 122**

**35. Termination ..... 122**

**36. Assignment ..... 123**

**37. Export Restriction ..... 123**

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# Section VIII - General Conditions of Contract

**1. Definitions**

1.1 The following words and expressions shall have the meanings hereby assigned to them:

(a) **"Bank"** means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) **"Contract"** means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) **"Contract Documents"** means the documents listed in the Contract Agreement, including any amendments thereto.

(d) **"Contract Price"** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(e) **"Day"** means calendar day.

(f) **"Completion"** means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) **"GCC"** means the General Conditions of Contract.

(h) **"Goods"** means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) **"Purchaser's Country"** is the country specified in the **Special Conditions of Contract (SCC).**

**(j)** **"Purchaser"** means the entity purchasing the Goods and Related Services, as **specified in the SCC.**

(k) **"Related Services"** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) **"SCC"** means the Special Conditions of Contract.

(m) **"Subcontractor"** means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any

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part of the Related Services is subcontracted by the Supplier.

(n) **"Supplier"** means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) **"The Project Site,"** where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**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 Appendix 1 to the GCC.

3.2 The Purchaser requires the Supplier 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 Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.

(b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

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No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC.** Supporting documents and printed literature that are part of the 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 interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Joint Venture, Consortium or Association**

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

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**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's Country, unless otherwise specified in the **SCC.**

9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser's Country when:

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

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier 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

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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 Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC.**

10.3 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 Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

11.2 Pursuant to paragraph 2.2 e. of Appendix 1 to the General Conditions the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

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**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

14.2 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4.

14.3 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.

14.4 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring 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.

14.5 The Supplier, 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).

14.6 The Supplier, 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.

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

(a) with exposure to physical, psychological or sexual abuse;

(b) underground, underwater, working at heights or in confined spaces;

(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;

(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or

(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

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14.8 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.

14.9 The Supplier shall comply with additional obligations as **specified in the SCC.**

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.

17.2 For goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the

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Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the

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Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter 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; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Notification by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation and Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

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(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and

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standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

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28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC,** or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

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29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 `The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement

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**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. 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 GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, 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 Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

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(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

(a) the proposed change(s), and a description of the difference to the existing contract requirements;

(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and

(c) a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

(a) accelerates the delivery period; or

(b) reduces the Contract Price or the life cycle costs to the Purchaser; or

(c) improves the quality, efficiency or sustainability of the Goods; or

(d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Purchaser and results in:

(a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the PCC** of the reduction in the Contract Price; or

(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

33.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix 1 to the GCC, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to

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those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**37. Export Restriction**

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the

Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

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# APPENDIX 1

# 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;[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.

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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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# APPENDIX 2
## Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors*

*[The following table shall be filled in by each subcontractor proposed by the Supplier, that was not named in the Contract]*

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

Date: *[insert day, month, year]*
Contract reference *[insert contract reference]*
Page *[insert page number]* of *[insert total number]* pages

| **SEA and/or SH Declaration** |
|---|
| We:<br>☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.<br>☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.<br>☐ (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.]*** |
| |
| Period of disqualification: From: _____ To: _____ |

Name of the Subcontractor_____

Name of the person duly authorized to sign on behalf of the Subcontractor_____

Title of the person signing on behalf of the Subcontractor_____

Signature of the person named above_____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Supplier:
Signature: _____

Date signed _____ day of _____, _____

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# Section IX - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

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| **GCC 1.1(i)** | The Purchaser's Country is: **Kenya** |
| **GCC 1.1(j)** | The Purchaser is: **The Information and Communications Technology Authority** |
| **GCC 1.1(o)** | The Project Site(s)/Final Destination(s) is/are: **Ardhi House, Treasury POP, Mombasa POP, Eldoret POP, Government Data Centre (GDC)** |
| **GCC 1.1 (p)** | The term **SEA/SH** where used in the Contract has the following meaning:<br>• "**Sexual Exploitation and Abuse" "(SEA)"** means the following:<br>**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.<br>**Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.<br>• **"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. |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: **Incoterms** |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be **Incoterm 2020** |
| **GCC 5.1** | The language shall be: **English** |

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| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br>Attention: **Chief Executive Officer**<br>Street Address: **Telposta Towers, Kenyatta Avenue**<br>Floor/ Room number: **12th Floor**<br>City: **Nairobi**<br>Country: **Kenya**<br>Telephone: **+254 20 667 6999**<br>Electronic mail address: **procurement@ict.go.ke** \| **info@icta.go.ke** |
| **GCC 9.1** | The governing law shall be the law of: **Kenya** |
| **GCC 10.2** | The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:<br>***(a) Contract with foreign Supplier:***<br>Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.<br>***(b) Contracts with Supplier national of the Purchaser's Country:***<br>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country. |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc.].<br>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. |
| **GCC 14.9** | NOT APPLICABLE |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed **SHALL NOT** be adjustable. |

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| **GCC 16.1** | GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:<br><br>**Payment for Goods supplied from abroad:**<br><br>Payment of foreign currency portion shall be made in the currency(ies) of the Contract Price as quoted in the Letter of Bid in the following manner:<br><br>(i) **Advance Payment:** Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding document or another form acceptable to the Purchaser.<br><br>(ii) **On Delivery:** Twenty (20) percent of the Contract Price of the Goods shipped shall be paid upon submission of documents specified in GCC Clause 13 and successful inspection and acceptance of the equipment at the suppliers warehouse or designated agreed location<br><br>(iii) **On Installation & Acceptance:** Forty (40) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the inspection and acceptance certificate issued by the Purchaser upon commissioning.<br>(iv) **On Training & Capacity Building:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of receipt of training certificates for all attendees supported by the acceptance certificate issued by the Purchaser.<br>(v) **On Stability & Support:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of the Purchaser's acceptance of support services supported by an approved acceptance certificate issued by the Purchaser (52 weeks after commissioning).<br><br>Payment of local currency portion shall be made in **Kenya Shillings** in accordance with the same milestones and percentages set out above, within thirty (30) days of presentation of the corresponding claim supported by the relevant acceptance certificate issued by the Purchaser.<br><br>**Payment for Goods and Services supplied from within the Purchaser's Country:**<br><br>Payment for Goods and Services supplied from within the Purchaser's Country shall be made in **Kenya Shillings**, as follows:<br><br>i. **Advance Payment:** Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid |

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| | until the Goods are delivered and in the form provided in the bidding document or another form acceptable to the Purchaser.<br><br>ii. **On Delivery:** Twenty (20) percent of the Contract Price of the Goods shipped shall be paid upon submission of documents specified in GCC Clause 13 and successful inspection and acceptance of the equipment at the suppliers warehouse or designated agreed location..<br><br>iii. **On Installation & Acceptance:** Forty (40) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the inspection and acceptance certificate issued by the Purchaser upon commissioning.<br><br>iv. **On Training & Capacity Building:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of receipt of training certificates for all attendees supported by the acceptance certificate issued by the Purchaser<br><br>v. **On Stability & Support:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of the Purchaser's acceptance of support services supported by an acceptance certificate issued by the Purchaser (52 weeks after commissioning). |
| **GCC 16.5** | The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 90 days.<br><br>The interest rate that shall be applied is CBK Average Lending Rate prevailing on the date the payment became due, + 2.0% per annum |
| **GCC 18.1** | A Performance Security shall be required. The amount of the Performance Security shall be: **10% of the total contract sum**. |
| **GCC 18.3** | If required, the Performance Security shall be in the form of ***a unconditional Demand Guarantee.***<br><br>The Performance security shall be denominated in **Kenya shillings** or a **freely convertible currency acceptable to the Purchaser**. |
| **GCC 18.4** | Discharge of the Performance Security shall take place: **28 days after the issuance of the Operational Acceptance Certificate (OAC), provided the Supplier has furnished a Warranty Security of [5] percent of the Contract Price valid until 28 days after the end of the Warranty Period under GCC 28.3** |

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| **GCC 23.2** | The packing, marking and documentation within and outside the packages shall be as below:<br><br>The Supplier shall provide heavy-duty, weatherproof, tamper-evident packaging suitable for multi-modal transport and prolonged site storage under tropical weather conditions.<br><br>**1. Package Marking & Labelling:**<br>Each package, crate, or container delivered to a project site or central staging warehouse shall be clearly marked on the exterior with water-resistant ink in English containing:<br>• **Purchaser:** Information and Communications Technology Authority (ICTA) / KDEAP<br>• **Contract Reference No.:** KE-ICTA-580395-GO-RFB<br>•<br>• **Package Contents:** Brief description of contents, quantity, serial numbers, and line-item code (e.g., TS-ACT-01 / Natting Router)<br>• **Dimensions & Weight:** Gross and net weight (kg), package dimensions (L × W × H)<br>• **Handling Symbols:** Standard ISO international handling symbols (*"Fragile - Handle with Care"*, *"Keep Dry"*, *"This Side Up"*, *"Do Not Drop"*).<br>**2. Documentation Inside Package**<br>A detailed packing list shall be enclosed inside each main package, with a duplicate copy placed inside a sealed, waterproof envelope attached to the outer exterior of the container |

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| **GCC 24.1** | The insurance coverage shall be as specified in the Incoterms.<br><br>If not in accordance with Incoterms, insurance shall be as follows:<br><br>The Goods supplied under the Contract shall be fully insured by the Supplier in a freely convertible currency or Kenya Shillings against loss or damage incidental to manufacture, acquisition, transportation, storage, civil installation, and commissioning.<br>The Supplier shall secure and maintain the following mandatory insurance policies:<br>1. **Marine / Transit Cargo Insurance:**<br>• **Coverage: 110% of the CIP Contract Value** of Goods on an "All Risks" basis (including War Risk, Strikes, Riots, and Civil Commotions).<br>• **Duration:** From the OEM manufacturing origin/warehouse through port of entry, inland transit, up to delivery and offloading at the designated project sites.<br>2. **Erection All Risks (EAR) / Contractor's All Risks (CAR) Insurance:**<br>• **Coverage:** Covering 100% of the value of Installation, Configuration, and Commissioning of Four (4) Enterprise Bandwidth Managers (100G Capacity) and a High-Capacity Natting Router against accidental damage, theft, vandalism, storm damage, or natural disaster during execution.<br>• **Duration:** Valid from the commencement of site installation works through to the issuance of the **Operational Acceptance Certificate (OAC)**.<br>3. **Third-Party Public Liability Insurance:**<br>• **Coverage:** Minimum coverage of **KES 10,000,000 per occurrence** (unlimited occurrences) covering bodily injury, death, or property damage caused to the Purchaser's personnel, third parties, or the Purchaser's property.<br>Proof of paid insurance policies shall be submitted to the Purchaser alongside the claim for Advance Payment or First Progress Delivery Payment. |
| **GCC 25.1** | Responsibility for transportation of the Goods shall be as specified in the Incoterms.<br><br>If not in accordance with Incoterms, responsibility for transportations shall be as follows: *"The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser's Country, defined as the Project Site, transport to such place of destination in the Purchaser's Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price".* |

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| **GCC 25.2** | Incidental services to be provided are:<br><br>*Incidental services are limited to those listed in Section VII, Schedule of Requirements (installation, configuration and integration, training, and warranty and technical support). Their price shall be included in the Contract Price.* |
| **GCC 26.1** | The inspections and tests shall be: **As set out in Section VII: Schedule of Requirements** |
| **GCC 26.2** | The Inspections and tests shall be conducted at: **Ardhi House, Treasury, Mombasa, Eldoret and Government Data Centre (GDC PoP)** |
| **GCC 27.1** | The liquidated damage shall be: **0.35%** per week |
| **GCC 27.1** | The maximum amount of liquidated damages shall be: **10%** |
| **GCC 28.3** | The period of validity of the Warranty shall be **three (3) years (36 months)** from the date of issuance of the **Operational Acceptance Certificate (OAC)**.<br><br>For the purpose of the Warranty, the place(s) of final destination shall be the respective designated five (5) Sites under this Lot.<br>**Specific Warranty Sub-Terms:**<br>1. **3-Year Hardware Warranty:** A comprehensive three (3) years Original Equipment Manufacturer (OEM) hardware warranty is required for both the four (4) Enterprise Bandwidth Managers and the Carrier-Grade NATTING Router.<br>2. **5-Year Software & Threat Licensing (Bandwidth Managers):** A five (5) year comprehensive upfront software and feature license package is mandated for the Bandwidth Managers, covering Layer 7 Deep Packet Inspection (DPI) signature updates, OS patches, and live threat intelligence feeds.<br>3. **Perpetual NATTING Router Licenses**: All software licenses for full Carrier-Grade NAT (CGNAT/PAT) and encryption functionality on the NATTING Router must be perpetual.<br>**2. Place of Final Destination (PCC 1.1(m) & PCC 23.2)**<br>Under the Incoterms 2020 rule specified in the BDS (CIP for imported goods), the Place of Final Destination includes both the **primary physical site locations** across the counties and the **central administrative/project management staging point**.<br><br>**Central Delivery & Inspection Staging Destination:**<br>**ICT Authority Headquarters / Central Project Repository**<br>Telposta Towers, 12th Floor, Kenyatta Avenue<br>P.O. Box 27150 - 00100, Nairobi, Kenya<br>*For initial Factory Acceptance Testing certificates, master documentation delivery, and central NMS software sign-offs* |

| | |
|---|---|
| **GCC 28.5, GCC 28.6** | The period for repair or replacement shall be:<br><br>Upon receipt of formal written or electronic notification from the Purchaser during the Warranty Period, the Supplier shall, with all reasonable speed, repair or replace the defective goods or components at no cost to the Purchaser (including all transport, customs duties, labour, and site handling expenses).<br><br>The mandatory response and replacement timeframes shall not exceed the following limits:<br><br>**Class 1 Failure (Critical Outage / System Down): Within 24 hours**<br><br>• Total chassis blackout or system failure at Ardhi House, Treasury, Mombasa, or Eldoret<br><br>• Complete failure of the GDC NATTING Router.<br><br>• Loss of active-active link failover between Ardhi House and Treasury.<br><br>• Dual PSU failure or OS kernel crash halting 100G traffic processing<br><br>**Class 2 Failure (Major Fault / Service Degradation: Within 48 Hours**<br><br>• Individual 100G (QSFP28) or 10G (SFP+) optical transceiver link drop where backup paths maintain partial traffic.<br><br>• Single PSU or cooling fan tray failure where redundant units sustain the load.<br><br>• CGNAT session pool exhaustion or translation table freeze affecting a subset of user sessions.<br><br>• L7 Deep Packet Inspection (DPI) memory buffer freeze<br><br>**Class 3 Failure (Minor Fault / Non-Disruptive Issue): Within 72 Hours**<br><br>• Minor Syslog, NetFlow/IPFIX flow export, or SNMP telemetry glitches<br><br>• Web-GUI or dashboard display anomalies.<br><br>• Routine OS security patches, DPI signature database updates, or non-disruptive configuration backup syncs.<br><br>• Physical rack mounting bracket adjustments or cable labeling.<br><br>**Liquidated Damages for Delay in Rectification (PCC 28.6):**<br><br>If the Supplier fails to repair or replace the defective component(s) within the specified periods above, the Purchaser may proceed to take necessary |

| | |
|---|---|
| | remedial action at the Supplier's risk and expense, without prejudice to any other rights or remedies available to the Purchaser under the Contract, including calling upon the Performance Security or deducting costs from any pending payments.<br><br>**Operational Pre-requisite for the Supplier**<br><br>To realistically achieve these 24-to-72-hour replacement windows across the dispersed sites, the Bidder is required under **Section VII (Schedule of Requirements)** to maintain a **Local Buffer Stock / Spare Parts Inventory** (minimum 5% of critical active components:) stored at the POPs throughout the 3-year warranty period. |

## Attachment: Price Adjustment Formula – Not Applicable

If in accordance with GCC 15.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

15.1 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0}\right] - P_0$$

$$a+b+c = 1$$

in which:

| | | |
|---|---|---|
| $P_1$ | = | adjustment amount payable to the Supplier. |
| $P_0$ | = | Contract Price (base price). |
| a | = | fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent. |
| b | = | estimated percentage of labor component in the Contract Price. |
| c | = | estimated percentage of material component in the Contract Price. |
| $L_0$, $L_1$ | = | *labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively. |
| $M_0$, $M_1$ | = | *material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin. |

The Bidder shall indicate the source of the indices, and the source of exchange rate (if applicable) and the base date indices in its Bid.

The coefficients a, b, and c as specified by the Purchaser are as follows:

a = *[insert value of coefficient]*
b = *[insert value of coefficient]*
c = *[insert value of coefficient]*

Base date = thirty (30) days prior to the deadline for submission of the Bids.

Date of adjustment = *[insert number of weeks]* weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

(a) No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is

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entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

(b) 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 Contract Price. 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.

(c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

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# Section X - Contract Forms

## Table of Forms

**Notification of Intention to Award** ..... **142**

**Beneficial Ownership Disclosure Form** ..... **146**

**Letter of Acceptance** ..... **148**

**Contract Agreement** ..... **149**

**Performance Security** ..... **151**

**Advance Payment Security** ..... **155**

# Notification of Intention to Award

**[*This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.*]**

**[*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.]***

**DATE OF TRANSMISSION**: This Notification is sent by: [*email/fax*] on [*date*] (local time)

# Notification of Intention to Award

**Purchaser:** *[insert the name of the Purchaser]*
**Project:** *[insert name of project]*
**Contract title:** *[insert the name of the contract]*
**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]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

a) request a debriefing in relation to the evaluation of your Bid, and/or

b) submit a Procurement-related Complaint in relation to the decision to award the contract.

**1. The successful Bidder**

| | |
|---|---|
| **Name:** | [*insert name of successful Bidder*] |
| **Address:** | [*insert address of the successful Bidder*] |
| **Contract price:** | [*insert contract price of the successful Bid*] |

**2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]***

| Name of Bidder | Bid price | Evaluated Bid price (if applicable) |
|---|---|---|
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |

**3. 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.]***

**4. 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 Award.

Provide the contract 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 Purchaser*]

**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 Contract Award Notice.

**5. How to make a complaint**

**Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).**

Provide the contract 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 Purchaser*]

**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 award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

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

In summary, there are four essential requirements:

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

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### 6. 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 Award.

The Standstill Period may be extended as stated in Section 4 above.

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

On behalf of the Purchaser:

**Signature:** _____

**Name:** _____

**Title/position:** _____

**Telephone:** _____

**Email:** _____

# 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. 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 Purchaser*]**

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

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

**Details of beneficial ownership**

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

***OR***

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

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

**OR**

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

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

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

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

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

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

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

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

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

# Letter of Acceptance

*[use letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . ..

This is to notify you that your Bid dated ***[insert date]*** for execution of the ***[insert name of the contract and identification number, as given in the SCC]*** for the Accepted Contract Amount of ***[insert amount in numbers and words and name of currency]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Form*s* and (ii) the additional information on beneficial ownership in accordance with ITB 45.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the Bidding Document.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

**Attachment: Contract Agreement**

# Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS AGREEMENT made

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

BETWEEN

(1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of {insert name of Country of Purchaser}, or corporation incorporated under the laws of {insert name of Country of Purchaser}]* and having its principal place of business at *[insert address of Purchaser**]*** (hereinafter called "the Purchaser"), of the one part, and

(2) *[insert name of Supplier**]***, a corporation incorporated under the laws of *[insert: country of Supplier**]*** and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

   (a) the Letter of Acceptance

   (b) the Letter of Bid

   (c) the Addenda Nos._____ (if any)

   (d) Special Conditions of Contract

   (e) General Conditions of Contract

   (f) the Specification (including Schedule of Requirements and Technical Specifications)

   (g) the completed Schedules (including Price Schedules)

(h) any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and 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.

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

For and on behalf of the Purchaser

Signed: *[insert signature]*
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 Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

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# Performance Security

## Option 1: (Bank Guarantee)

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

*[Guarantor letterhead or SWIFT identifier code]*

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

**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]*

We have been informed that *_ [insert name of Supplier, 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 supply of *_ [insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

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

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

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

---

[1] *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and 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 as described in GC Clause 18.4. 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 to a one-time extension of this guarantee for a period not to exceed [six*

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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.***

*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."*

# Option 2: Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called "the Supplier") and *[insert name of Surety]* as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called "the Supplier") in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Supplier has entered into a written Agreement with the Purchaser dated the _____ day of _____, 20 ____, for *[name of contract and brief description of Goods and related Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a Bid or Bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to the Supplier; or

(3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted not later than twenty-eight (28) days following the date of completion of the Supplier's performance of its obligations under the Contract, including any warranty obligations.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20 _____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

# Advance Payment Security

# Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

**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 Supplier, 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 Goods and related 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 either that the Applicant:

(d) has used the advance payment for purposes other than toward delivery of Goods; or

(e) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

[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.*

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]*.

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]*, 2 *[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.

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_____
*[signature(s)]*

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