

Government of Kenya

Request for Bids Framework Agreement(s) Goods

(Primary Procurement, One-Envelope Bidding Process)

Procurement of:

Supply, Delivery and Configuration of
Additional Digital Signature Certificates on the Existing System
Deployed for
the Kenya National Public Key Infrastructure (NPKI) and Government
Certification Authority (GCA)

Procuring Agency: The Information and Communications Technology
Authority

Country: Kenya

Name of Project: Kenya Digital Economy Acceleration Project

Framework Agreement Title: Supply, Delivery and Configuration of
additional Digital Signature Certificates on the existing system deployed
for

the Kenya National Public Key Infrastructure and Government
Certification Authority

RFB Reference No.: KE-ICTA-482245-GO-RFB

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

RFB Issued on: 17th June 2025

Vision

Transforming Lives
Using ICT

Mission

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



**The Information and Communications Technology Authority
Kenya Digital Economy Acceleration Project (KDEAP)
ICTA-Program Implementation Unit
Specific Procurement Notice (SPN)
Request for Bids
Framework Agreement(s) for Goods
(Primary Procurement, One-Envelope Bidding Process)**

Procuring Agency: The Information and Communications Technology Authority

Country: Kenya

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1. The Government of Kenya has received financing from the World Bank toward the cost of the Kenya Digital Economy Acceleration and intends to apply part of the proceeds toward payments under Call-off Contracts that may be awarded under the Framework Agreements for Supply, Delivery and Configuration of Additional Digital Signature Certificates on the Existing System Deployed for the Kenyan National Public Key Infrastructure and Government Certification Authority concluded through this RFB Primary Procurement process. 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 Procuring Agency is undertaking the Primary Procurement with a view to concluding Framework Agreements. The Procuring Agency is the sole Purchaser under the Framework Agreement[s]. The Procuring Agency now invites sealed Bids from eligible Bidders for Supply, Delivery and Configuration of Additional Digital Signature Certificates on the Existing System Deployed for the Kenya National Public Key Infrastructure (NPKI) and Government Certification Authority (GCA)
3. The Framework Agreements to be concluded will be Single-User. The Single-User entitled to purchase under the Framework Agreements is **The Information and Communications Technology Authority**
4. The Framework Agreements to be concluded will be Multi-Supplier.

5. The selection of a Framework Agreements Supplier to be awarded a Call-off Contract will be done through a Secondary Procurement process as defined in Framework Agreement. However, the conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency, including participating Purchasers, to purchase Goods under a Call-off Contract. The conclusion Framework Agreement does not guarantee that a Framework Agreements Supplier will be awarded a Call-off Contract.
6. 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 July 2016, Revised Edition February 2025 ("Procurement Regulations") and is open to all eligible Bidders as defined in the Procurement Regulations.
7. Bidders may submit Bids for one or more items.
8. The Framework Agreements shall be concluded for a Term of **Three (3) years** from the commencement date stated in the Framework Agreement. The initial term may be extended by a maximum of two additional years.
9. The Primary Procurement shall establish a Closed Framework Agreement(s).
10. Interested eligible Bidders may obtain further information from The Information and Communications Technology Authority, Deputy Director, Supply Chain Management, procurement@ict.go.ke and inspect the Bidding document during office hours 0900 to 1600 hours at the address given below.
11. The bidding document in English may be downloaded free of charge from the ICTA's website <https://www.icta.go.ke/tenders> or PPIP <https://tenders.go.ke/tenders> Bidders who download the bidding documents are required to notify the procuring entity by email with full contact details that they intended to participate, this will facilitate issuance of notifications by the procuring entity, to all bidders where necessary.
12. Bids must be delivered to the address below on or before **31st July 2025 at 1000 hours East Africa Time**. 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 **31st July 2025 at 1000 hours East Africa Time**
13. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder's/bidders' beneficial ownership, as part of the publication of the conclusion of framework agreement notice, using the Beneficial Ownership Disclosure Form included in the bidding document.
14. The address(es) referred to above is (are):

Stanley Kamanguya, OGW
Chief Executive Officer
Information and Communications Technology Authority
12th Floor, Telposta Towers, Kenyatta Avenue
P.O. Box 27150-00100, Nairobi, Kenya.
(+254) 20 667 6999
info@ict.go.ke / procurement@ict.go.ke
www.icta.go.ke

Request for Bids

Framework Agreement(s) Goods

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PART 1 – Bidding Procedures

Section I - Instructions to Bidders (ITB)

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Section I. Instructions to Bidders

A. General

1 Scope of Bid

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

delivery of the Goods, as per the applicable Incoterms;

- (h) **“Framework Agreement (FA)”** means the agreement between the Procuring Agency and Supplier (s) (the successful Bidder(s)) to establish the terms and procedures governing the award of Call-off contracts under the agreement;
- (i) **“FA Supplier”** means a Supplier;
- (j) **“Goods”** means all goods, materials or items that the Supplier is required to supply to a Purchaser under a Call-off Contract placed under a Framework Agreement. Details of such Goods are set out in Part 2, Supply Requirements, and the Framework Agreement and particularly described in a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services;
- (k) **“Lead Purchaser”** when named in the Framework Agreement, a Lead Purchaser is a party to the Framework Agreement, in its capacity as: (a) the lead agency acting on behalf of all participating Purchasers in managing and administering the Framework Agreement, and (b) as a Purchaser in its own right;
- (l) **“Multi-User Framework Agreement”** means a Framework Agreement where there is more than one Purchaser permitted to purchase through a Call-off Contract;
- (m) **“Multi-Supplier Framework Agreement”** means where more than one Bidder (Supplier) concludes a Framework Agreement for the supply of each item;
- (n) **“Primary Procurement”** means the procurement process that results in concluding a Framework Agreement(s) with a successful Bidder(s), as described in this RFB;
- (o) **“Procuring Agency”** means the agency that undertakes the Primary Procurement process and concludes the Framework Agreement(s);
- (p) **“Purchaser”**, as specified in the BDS, means the agency(ies) that is/are permitted to purchase

Goods from a Supplier under a Call-off Contract awarded through a Framework Agreement;

- (q) **“Related Services”** if applicable, means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, as specified in Framework Agreement Schedule 1: Schedule of Requirements, and specifically described in a Call-off Contract;
- (r) **“Responsible Agency”** when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity to conclude the Framework Agreement(s) with successful Suppliers, and, as the agency responsible for managing and administering the Framework Agreement, on behalf of the Purchaser or Purchasers once it has been concluded. A Responsible Agency is not a Purchaser under the Framework Agreement;
- (s) **“Secondary Procurement”** means the process described in the Framework Agreement and followed by a Purchaser to select a FA Supplier, and award a Call-off Contract for the supply of Goods;
- (t) **“Single-User Framework Agreement”** means a Framework Agreement where there is only one Purchaser;
- (u) **“Single-Supplier Framework Agreement”** means a Framework Agreement where only one Bidder (Supplier) concludes a Framework Agreement for the supply of each item;
- (v) **“Supplier”** means a Bidder that has concluded a Framework Agreement through the Primary Procurement process and may be considered for the award of a Call-off Contract, to deliver the Goods, and, if applicable, Related Services, as and when required. A Supplier may also be referred to as a “FA Supplier”;
- (w) **“Term”** mean the duration of a Framework Agreement starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted and agreed.

2 Source of Funds

- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified **in the BDS** has applied for, or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under Call-off Contracts to be awarded under the Framework Agreement(s) for which this Bidding document is issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of Goods, if such payment or import is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3 Fraud and Corruption

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

4 Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint

venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of any Call-off Contract(s) awarded under the Framework Agreement in accordance with the Call-off Contract conditions that apply. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded a Call-off Contract under the Framework Agreement, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder that submits a bid for the same item; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder that submits a bid for the same item; or
 - (c) has the same legal representative as another Bidder that submits a bid for the same item; or
 - (d) has a relationship with another Bidder that submits a bid for the same item, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Primary Procurement process; or
 - (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, or Related Services, that are the subject of the Bid; or
 - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Agency

or Purchaser or Borrower in implementing the Framework Agreement or a Call-off Contract; or

- (g) would be providing Goods, works, or non-consulting services resulting from, or directly related to consulting services for the preparation or implementation of the project specified in the **BDS ITB 2.1** that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who:
 - (i) are directly or indirectly involved in the preparation of the Bidding document or specifications of the Framework Agreement or Call-off Contract, and/or the Bid evaluation process of such Framework Agreement or Call-off Contract; or
 - (ii) would be involved in the implementation or supervision of such Framework Agreement or Call-off Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Framework Agreement and/or Call-off Contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to **ITB 4.8**. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the

case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of a Call-off Contract 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 conclude a Bank-financed Framework Agreement or Call-off Contract or benefit from a Bank-financed Framework Agreement or Call-off Contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the BDS**.
- 4.6 Bidders that are state-owned enterprises or institutions in the Procuring Agency's Country may be eligible to compete and conclude a Framework Agreement or be awarded a Call-off Contract(s) only if they can establish, in a manner acceptable to the Bank, that they:
- (a) are legally and financially autonomous;
 - (b) operate under commercial law; and
 - (c) are not under supervision of the Procuring Agency, Responsible Agency or a Purchaser.
- 4.7 Eligibility of Bidders suspended, as a result of the execution of a Bid-Securing Declaration or Proposal-Securing Declaration, shall be as follows:
- (a) A Bidder that is under suspension from Bidding, as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration, by the Purchaser in case of a Single-User Framework Agreement or all Purchasers in a Multi-User Framework Agreement shall not be eligible to bid to conclude a framework agreement.
 - (b) A Bidder that has concluded a framework agreement is ineligible to quote for or to be awarded a Call-off Contract by a Purchaser that has suspended the bidder as the result of the

operation of a Bid-Securing Declaration or Proposal-Securing Declaration.

- (c) Subject to (a) above, a Bidder that is under suspension, as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration, by a Procuring Agency is eligible to bid for the framework agreement.

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

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

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

5 Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under a Call-off Contract awarded under a Framework Agreement 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 materials, 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 the RFB Document

6 Sections of Bidding Document

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

PART 1 - Bidding Procedures

Section I - Instructions to Bidders (ITB)

Section II - Bidding Data Sheet (BDS)

Section III - Evaluation and Qualification Criteria

Section IV - Bidding Forms

Section V - Eligible Countries

Section VI - Fraud and Corruption

PART 2 - Supply Requirements

Section VII - Schedule of Requirements

PART 3 - Procuring Agency Forms

PART 4 - Framework Agreement (FA)

SCHEDULE 1: Schedule of Requirements

SCHEDULE 2: Price Schedules

SCHEDULE 3: Secondary Procurement

SCHEDULE 4: Call-off Contract General Conditions of Contract

SCHEDULE 5: Secondary Procurement Forms

SCHEDULE 6: List of Purchasers (if applicable)

- 6.2 The Specific Procurement Notice “Request for Bids to conclude a Framework Agreement(s) for Goods”, issued by the Procuring Agency is not part of this Bidding document.
- 6.3 Unless obtained directly from the Procuring Agency, the Procuring Agency is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or addenda to the Bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Procuring Agency shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding document and to furnish with its Bid all information or documentation as is required by the Bidding document.
- 7 Clarification of Bidding Document**
- 7.1 A Bidder requiring any clarification of the Bidding document shall contact the Procuring Agency in writing at the Procuring Agency’s address specified **in the BDS**. The Procuring Agency will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Procuring Agency shall forward copies of its response to all Bidders who have acquired the Bidding document in accordance with **ITB 6.3**, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Procuring Agency shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the Bidding document, the Procuring Agency shall amend the Bidding document following the procedure under **ITB 8** and **ITB 22.2**.
- 8 Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may amend the Bidding document by issuing addenda.
- 8.2 Any Addendum issued shall be part of the Bidding document and shall be communicated in writing to all who have obtained the Bidding document from the Procuring Agency in accordance with **ITB 6.3**. The Procuring Agency shall also promptly publish the

addendum on the Procuring Agency's web page in accordance with **ITB 7.1**.

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

C. Preparation of Bids

9 Cost of Bidding

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

10 Language of Bid

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

11 Documents Comprising the Bid

- 11.1 The Bid shall comprise 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) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with **ITB 20.3**;
 - (d) Qualifications: documentary evidence in accordance with **ITB 17** establishing the Bidder's qualifications to conclude a Framework Agreement and perform any Call-off Contract, if awarded;

- (e) Bidder's Eligibility: documentary evidence in accordance with **ITB 17** establishing the Bidder's eligibility to Bid;
 - (f) Eligibility of Goods and Related Services: documentary evidence in accordance with **ITB 16** and **ITB 30**, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;
 - (g) Conformity: documentary evidence in accordance with **ITB 16**, that the Goods and Related Services conform to the Bidding document; and
 - (h) 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 Alternative Bids shall not be permitted in this Primary Procurement process.
- 14 Bid Prices and Discounts**
- 14.1 The prices and unconditional discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
- 14.2 Bidders shall provide their prices in the Price Schedules, as specified ITB 14.7 below.

- 14.3 The price to be quoted in the Letter of Bid in accordance with **ITB 12.1** shall be, as specified **in the BDS**.
- 14.4 The Bidder shall indicate the methodology for the application of any unconditional discounts in the Letter of Bid, in accordance with **ITB 12.1**.
- 14.5 For the purpose of Secondary Procurement, the price(s) offered by the Bidder shall be treated as set out in the Framework Agreement Specific Provisions.
- 14.6 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**.
- 14.7 Unit prices in the Price Schedules shall be quoted against either estimated quantities over the duration of the Framework Agreement (Term) or indicative range of individual Call-off quantities as specified in the BDS. 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 Procuring Agency. This shall not in any way limit the Purchaser's right to award a Call-off 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 to be supplied from within the Procuring Agency's Country:**
 - (i) **If manufactured in the Procuring Agency's Country:** 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, including the price

for inland transportation, insurance, and other local services required to convey the Goods to a place of destination as specified in the Bid Data Sheet;

- (ii) **If manufactured outside the Procuring Agency's Country and already imported at the time of Call-off Contract:** the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable) including the price for inland transportation, insurance, and other local services required to convey the Goods to a place of destination as specified in the Bid Data Sheet but excluding any custom duties and other import taxes on the Goods.

- (b) For Goods manufactured outside the Procuring Agency's Country, **to be imported for supply under a Call-off Contract:**

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

- (c) 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).

- 14.8 During the Call-off process, suppliers may be required to include the additional prices for inland transportation, insurance, and other incidental services required to convey the Goods to their final destination/s.

15 Currencies of Bid and Payment

- 15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Procuring Agency's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Procuring Agency's Country, unless otherwise specified **in the BDS.**

- 15.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Procuring Agency's Country.
- 16 Documents Establishing the Eligibility and Conformity of Goods**
- 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 acceptance of the Goods by the Purchaser (if a Call-off Contract is awarded to the Bidder as a FA Supplier).
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Agency 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 Procuring Agency'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 conclude a Framework Agreement, and/or to perform any Call-off Contract(s) if awarded, shall establish to the Procuring Agency'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 Procuring Agency's Country;
- (b) that, if required **in the BDS**, in case of a Bidder not doing business within the Procuring Agency's Country, the Bidder is, or will be, (if awarded the call off Contract) represented by an Agent in the country, equipped and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations in respect of the Goods; 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 Procuring Agency in accordance with ITB 8. A Bid that is not valid until the date **specified in the BDS**, or any extended date if amended by the Procuring Agency in accordance with ITB 8, shall be rejected by the Procuring Agency as nonresponsive.

18.2 In exceptional circumstances, prior to the expiry of the Bid validity, the Procuring Agency may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. A Bidder may refuse the request to extend the validity of their bids. A Bidder granting the request shall not be

required or permitted to modify its Bid, except as provided in **ITB 18.3**.

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

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

19 No Bid Security or Bid Securing Declaration

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

20 Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in **ITB 11** and clearly mark it “ORIGINAL.” 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 representative(s).

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

D. Submission 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 envelope

- (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,

- 21.2 The inner and outer envelopes, shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Procuring Agency in accordance with **ITB 22.1**;
- (c) bear the specific identification of this Bidding process indicated in **ITB 1.1**; and
- (d) bear a warning not to open before the time and date for Bid opening.

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

22 Deadline for Submission of Bids

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

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

23 Late Bids

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

24 Withdrawal, Substitution, and Modification of Bids

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

25 Bid Opening

- 25.1 Except as in the cases specified in **ITB 23** and **ITB 24.2**, the Procuring Agency 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 Bid Prices, including any unconditional discounts, and any other details as the Procuring Agency may consider appropriate.
- 25.6 Only Bids and unconditional 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 Procuring Agency attending Bid opening in the manner specified **in the BDS**.
- 25.7 At the Bid opening, the Procuring Agency shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with **ITB 23.1**).
- 25.8 The Procuring Agency 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 item including any unconditional discounts;

- 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 to conclude a Framework Agreement(s), shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Intention to conclude the Framework Agreement is transmitted to all Bidders in accordance with **ITB 39.1**.
- 26.2 Any effort by a Bidder to influence the Procuring Agency in the evaluation or decision to conclude a Framework Agreement(s) may result in the rejection of its Bid.
- 26.3 Notwithstanding **ITB 26.2**, from the time of Bid opening to the time of the Framework Agreement being concluded, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing.

27 Clarification of Bids

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

28 Deviations, Reservations, and Omissions

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

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

29 Determination of Responsiveness

29.1 The Procuring Agency’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in **ITB 11**.

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 Framework Agreement; or
 - (ii) limit in any substantial way, inconsistent with the Bidding document, the Procuring Agency’s rights or the Bidder’s obligations under the Framework Agreement; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

29.3 The Procuring Agency shall examine the technical aspects of the Bid submitted in accordance with **ITB 16** and **ITB 17**, in particular, to confirm that all requirements of Section VII, 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 Procuring Agency 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 Procuring Agency may waive any nonconformities in the Bid.

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

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

31 Correction of Arithmetical Errors

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

- (a) if there is a discrepancy between the unit prices in the Price Schedule Summary and the individual Price Schedules, the unit prices in the latter shall prevail; and
- (b) if there is a discrepancy between amounts in words and figures, the amounts in words shall prevail, unless the amount expressed in words is related to an error, in which case the amount in figures shall prevail subject to (a) 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 No Margin of Preference** 33.1 No margin of preference shall apply in the Primary Procurement process and in any Secondary Procurement processes.
- 34 Evaluation of Bids**
- 34.1 The Procuring Agency shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria in deciding to conclude a Framework Agreement(s). No other evaluation criteria or methodologies shall be permitted.
- 34.2 To evaluate a Bid, the Procuring Agency shall consider the following:
- (a) evaluation will be done **item-wise** 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 unconditional discounts offered in accordance with **ITB 14.4**;
 - (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 If applicable, the estimated effect of the price adjustment provisions in the Framework Agreement(s) (which determines the Contract Price for a Call-off Contract), applied over the Term of the Framework Agreement, shall not be taken into account in the Primary Procurement Bid evaluation.
- 34.4 The Procuring Agency's evaluation of a Bid will exclude and not take into account:
- (a) in the case of Goods manufactured in the Procuring Agency's Country, sales and other similar taxes, which will be payable on the

Goods if a Call-off Contract is awarded to the Bidder;

- (b) in the case of Goods manufactured outside the Procuring Agency's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Goods sales and other similar taxes, which will be payable on the Goods if the Call-off Contract is awarded to the Bidder;
- (c) if applicable, any allowance for price adjustment during the period of execution of the Call-off Contract, if provided in Section B: Framework Agreement Specific Provisions.

34.5 The Procuring Agency'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 or geographic location. 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)**.

35 Comparison of Bids

35.1 The Procuring Agency shall compare the evaluated costs of all substantially responsive Bids established in accordance with **ITB 34.2** to determine the ranking of Bids based on the lowest evaluated cost. The comparison shall be on the basis of **unit rates** quoted in accordance with ITB 14, plus any required Related Services, as bid in accordance with ITB 14. The evaluation of prices shall not take into account custom duties and other taxes levied on imported Goods and sales and similar taxes levied in connection with the sale or delivery of Goods.

36 Qualification of the Bidder(s)

36.1 Before concluding a Framework Agreement(s), the Procuring Agency shall determine, to its satisfaction, whether the eligible Bidder(s) with substantially responsive Bid(s) that are able to meet the Framework Agreement criteria, meet(s) the qualifying criteria

specified in Section III, Evaluation and Qualification Criteria.

- 36.2 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.
- 36.3 An affirmative determination shall be a prerequisite for the conclusion of the Framework Agreement (s) to the Bidder. A negative determination shall result in disqualification of the Bid.
- 37 Procuring Agency's Right to Accept Any Bid, and to Reject Any or All Bids**
- 37.1 The Procuring Agency reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to the conclusion of a Framework Agreement(s), without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted shall be promptly returned to the Bidders.
- 38 Standstill Period**
- 38.1 The Framework Agreement(s) shall not be concluded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with **ITB 44**. The Standstill Period commences the day after the date the Procuring Agency has transmitted to each Bidder the Notification of Intention to Conclude a Framework Agreement. Where only one Bid is submitted, or if this Primary Procurement process is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 39 Notification of Intention to Conclude a Framework Agreement**
- 39.1 The Procuring Agency shall send to each Bidder the Notification of Intention to Conclude a Framework Agreement(s) with the successful Bidder(s). The Notification(s) of Intention to Conclude shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder(s) submitting the successful Bid(s);
 - (b) the price(s) of the successful Bid(s), or pricing mechanism(s);

- (c) the names of all Bidders who submitted Bids, and their Bid prices, or pricing mechanism(s), as readout, and as evaluated;
- (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the Notification on Intention to Conclude a Framework Agreement(s) is addressed) was unsuccessful, unless the price, or pricing mechanism(s) 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. Conclusion of a Framework Agreement

- | | |
|--|--|
| 40 Framework Agreement Criteria | 40.1 This is a Closed Framework Agreement. |
| | 40.2 The Procuring Agency shall specify in the BDS and/or Section III Evaluation and Qualification Criteria, the criteria that will apply in the selection of Bidder(s), with whom a Framework Agreement(s) may be concluded. |
| 41 Notification to Conclude a Framework Agreement | 41.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 38.1 or any extension thereof, and upon satisfactorily addressing a complaint that has been submitted within the Standstill Period, the Procuring Agency shall transmit to the successful Bidder(s) a Notification to Conclude a Framework Agreement, attaching the Framework Agreement for signature by the Bidder(s), and a request to submit the completed Beneficial Ownership Disclosure Form within eight (8) Business Days of receiving the request. |
| 42 No Obligation to Purchase | 42.1 The conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency and/or Purchaser(s) to purchase any Goods under the Framework Agreement. |
| 43 Non-exclusivity | 43.1 This Primary Procurement process is non-exclusive, and the Procuring Agency reserves the right to procure the Goods from other suppliers who are not FA Suppliers. |

44 Debriefing by the Procuring Agency

- 44.1 On receipt of the Procuring Agency's Notification of Intention to Conclude a Framework Agreement(s), referred to in **ITB 39.1**, an unsuccessful Bidder has three (3) Business Days to make a written request to the Procuring Agency for a debriefing. The Procuring Agency shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.
- 44.2 Where a request for debriefing is received within the deadline, the Procuring Agency shall provide a debriefing within five (5) Business Days, unless the Procuring Agency decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Procuring Agency shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.
- 44.3 Where a request for debriefing is received by the Procuring Agency later than the three (3)-Business Day deadline, the Procuring Agency should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Conclusion of Framework Agreement Notice. Requests for debriefing received outside the three (3) day deadline shall not lead to extension of the standstill period.
- 44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally (over the phone or video conference) or in person. The Bidders shall bear their own costs of attending such a debriefing meeting.

45 Signing the Framework Agreement

- 45.1 Unless an earlier deadline is stipulated **in the BDS**, the Bidder shall sign, date and return the Framework Agreement within twenty-eight (28) days of receipt of the same.
- 45.2 In case of Multi-User Framework Agreement, the Procuring Agency shall sign each Framework Agreement on behalf of all participating Purchasers.

46 Publication of the Conclusion of

- 46.1 Within ten (10) Business Days of transmission to the successful Bidder(s) of the Notification(s) to Conclude

Framework Agreement Notice

a Framework Agreement(s), as per **ITB 41.1**, the Procuring Agency shall publish the Conclusion of Framework Agreement Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Procuring Agency, and if applicable, all participating Purchasers;
- (b) name and reference number of the Framework Agreement being concluded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices, or pricing mechanisms, as read out at Bid opening, and as evaluated;
- (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and
- (e) the name(s) of the successful Bidder(s), the duration of Framework Agreement(s), and a summary of its scope; and
- (f) successful Bidder's (Bidders') Beneficial Ownership Disclosure Form.

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

47 Procurement Related Complaint

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

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

48 Method and criteria for award of Call-off Contract

48.1 The Secondary Procurement method that shall apply in selecting FA supplier and awarding a Call-off Contract is specified **in the Framework Agreement** (Framework Agreement, Schedule 3, Secondary Procurement). To be entitled to participate in a Secondary Procurement, and awarded a Call-off Contract, FA Suppliers must continue to be qualified and eligible, and the Goods must continue to be eligible, as per the criteria stipulated in this RFB. The Purchaser may require, at the Secondary Procurement stage and

award of Call-off Contract, evidence of continued qualification and eligibility.

49 Adjustment to the Base Price

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

Section II - Bid Data Sheet (BDS)

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

| A. General | |
|----------------------------|--|
| ITB 1.1 and 1.2 (p) | <p>The Procuring Agency is: The Information and Communications Technology Authority</p> <p>The Procuring Agency is the agency that will conclude, administer and manage the Framework Agreement, and be the sole Purchaser under the Framework Agreement.</p> <p>The reference number of the Request for Bids (RFB) is: KE-ICTA-482245-GO-RFB</p> <p>The name of the RFB is: Supply, Delivery and Configuration of additional Digital Signature Certificates on the existing system deployed for the Kenya National Public Key Infrastructure (NPKI) and Government Certification Authority (GCA)</p> |
| ITB 1.2 (l) or (t) | This Primary Procurement will conclude a Single-User Framework Agreement |
| ITB 1.2 (p) | <p>Purchasers</p> <p>The Purchaser(s) that are permitted to purchase under the Framework Agreement is:</p> <p>The Information and Communications Technology Authority 12th Floor, Telposta Towers, Along Kenyatta Avenue P.O. Box 27150-00100 Nairobi, Kenya</p> |
| ITB 1.2 (m) or (u) | <p>Multi-Supplier Framework Agreement</p> <p>This Primary Procurement intends to conclude a Multi-Supplier Framework Agreement.</p> <p><u>Framework Agreement panel – minimum number (x)</u></p> <p>The Procuring Agency intends to conclude a Framework Agreements with a minimum number of Bidders for each item</p> <p>The minimum number (referred to as x) is One (1)</p> <p><u>Framework Agreement panel – maximum number (y)</u></p> <p>The Procuring Agency will conclude Framework Agreements for each item up to</p> |

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| | a maximum number of (y) qualified bidders with substantially responsive bids. The maximum number (referred to as y) of Bidders that the Procuring Agency may conclude Framework Agreements with is Three (3) |
| 1.2 (w) | Term of Framework Agreement The Framework Agreement shall be for a Term of Three (3) Years from the commencement date stated in the Framework Agreement. The initial term may be extended by a maximum of two (2) additional years. |
| ITB 2.1 | The Borrower is: The Government of Kenya, through the ICT Authority, which is the implementing agency Loan or Financing Agreement amount: USD 390 Million The name of the Project is: Kenya Digital Economy Acceleration Project |
| ITB 4.1 | The maximum number of members in a Joint Venture (JV) shall be: NONE |
| ITB 4.5 | A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr . |
| B. Contents of the RFB Document | |
| ITB 7.1 | For clarification of Bid purposes only, the Procuring Agency's address is: Attention: Deputy Director, Supply Chain Management Address: 12th Floor, Telposta Towers, Along Kenyatta Avenue Floor/ Room number: 12th Floor City: Nairobi Country: Kenya Email address: procurement@ict.go.ke Requests for clarification should be received by the Procuring Agency no later than: Fourteen (14) before the deadline for submission of Bids Web page: www.icta.go.ke/tenders |
| C. Preparation of Bids | |
| ITB 10.1 | The language of the Bid is: English All correspondence exchange shall be in English language. Language for translation of supporting documents and printed literature is English |

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| ITB 11.1 (h) | <p>The Bidder shall submit the following additional documents in its Bid:</p> <p>1) Code of Conduct for Supplier’s Personnel (ES)</p> <p>The Bidder shall submit its Code of Conduct that will apply to the Supplier’s Personnel (as defined in GCC sub-clause 1.1) employed in the execution of the Contract at the Project Site/s to ensure compliance with the Supplier’s Environmental and/or social obligations under the Contract, as applicable. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p> <p>2) Cyber security management strategies and implementation plans The Bidder shall submit method statement, management strategies and implementation plan and innovations to manage cyber security risks.</p> <p>3) Bidders must have a Certificate of registration by the Data Commissioner as per the requirement of Kenya’s Data Protection Act (DPA) or equivalent from host country (for foreign bidding entities)</p> <p>4) The Bidder must provide ISO/IEC 27001:2022 for Information Security Management Practices.</p> <p>5) Change Management and risk management plan from existing to new setup.</p> <p>6) Quality certification documents, Data sheets and Technical Brochures along with the web links to access them over internet,</p> <p>7) Hardware & Software Warranty for the three years.</p> <p>8) Method statement</p> <p>9) Work Plan and Mobilization Schedule</p> <p>10) Key Contract Implementation Team</p> |
| ITB 14.3 | <p>The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be (i) the unit bid prices against the estimated quantities over the FA period</p> |
| ITB 14.6 | <p>The Incoterms edition that will apply to Framework Agreement Call-off Contracts is: Incoterm 2020</p> |
| ITB 14.7 | <p>Unit Prices in the Price Schedules shall be quoted against estimated quantities over the Framework Agreement period</p> |
| 14.7 a(i), (ii) | <p>Place of destination:</p> <p>ICT Authority Head Office 12th Floor, Telposta Towers Nairobi Kenya</p> |
| ITB 14.7 (b)(i) | <p>Named place(s) of destination, as per Incoterms used, is: Information and Communications Technology Authority 12th Floor, Telposta Towers, Kenyatta Avenue</p> |

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| ITB 15.1 | The Bidder is required to quote in the currency of the Procuring Agency's Country the portion of the Bid price that corresponds to expenditures incurred in that currency. |
| ITB 16.4 | Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>[Three (3)Years]</i> following acceptance of the Goods by the Purchaser under a Call-off Contract. |
| ITB 17.2 (a) | Manufacturer's authorization is required. " Digital Signatures: |
| ITB 17.2 (b) | After sales service is : <i>Required.</i> |
| ITB 18.1 | The Bid shall be valid until: 20th November 2025 |
| ITB 18.3(a) | Where the Bid validity period is extended, the Bid price shall be adjusted (to determine the FA Base price) by the following factor(s): (1) The local currency portion of the FA Base Price shall be adjusted by a factor reflecting local inflation during the period of extension, and |
| ITB 20.1 | In addition to the original of the Bid, the number of copies to be delivered to the Procuring Agency is 1 copy and 1 soft copy in USB format |
| ITB 20.3 | The written confirmation of authorization to sign on behalf of the Bidder shall consist of Power of Attorney |
| D. Submission and Opening of Bids | |
| ITB 22.1 | For Bid submission purpose only, the Procuring Agency's address is: Attention: Chief Executive Officer The Information and Communications Technology Authority Street Address: Kenyatta Avenue Floor/ Room number: Telposta Towers, 12th Floor City: Nairobi Country: Kenya The deadline for Bid submission is: Date: 31st July 2025 Time: 1000 Hours East African Time |

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| | Bidders shall not have the option of submitting their Bids electronically. |
| ITB 25.1 | <p>The Bid opening shall take place at:</p> <p>Street Address: ICT Authority, Telposta Towers, along Kenyatta Avenue</p> <p>Floor/ Room number: 12th Floor</p> <p>City: Nairobi</p> <p>Country: Kenya</p> <p>Date: 31st July 2025</p> <p>Time: 1000 Hours East African Time</p> |
| ITB 25.6 | The Letter of Bid shall be numbered and initialed by all representatives of the Procuring Agency conducting Bid opening. |
| E. Evaluation and Comparison of Bids | |
| ITB 32.1 | <p>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</p> <p>The source of exchange rate shall be Central Bank of Kenya</p> <p>The date for the exchange rate shall be Bid Submission Deadline</p> |
| ITB 34.5 | <p>The consideration of other factors during the evaluation, in addition to the Bid Price quoted, include the factors set out below as more fully described in Section III, Evaluation and Qualification Criteria;</p> <p>(a) Life cycle costs: the costs during the life of the Goods or equipment <i>[NO]</i></p> <p>(b) The performance and productivity of the equipment offered; <i>[NO]</i></p> |
| F. Concluding a Framework Agreement | |
| ITB 45 | <p>Signing the Framework Agreement</p> <p>The Bidder shall sign, date and return the Framework Agreement within Twenty-One (21) days of receipt of the same.</p> |
| ITB 47 | <p>The procedures for making a Procurement-related Complaint are detailed in Annex III of the Procurement Regulations for IPF Borrowers. If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint in writing (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention: Stanley Kamanguya, OGW</p> <p>Title/position: Chief Executive Officer</p> <p>Purchaser: ICT Authority</p> <p>Email address: info@ict.go.ke / procurement@ict.go.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the</p> |

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| | <p>following:</p> <ol style="list-style-type: none">1. the Procuring Agency's Bidding Documents; and2. the Procuring Agency's decision to conclude a Framework Agreement(s). |
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Section III - Evaluation and Qualification Criteria

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

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1. Evaluation of Bids (ITB 34)

Evaluation Criteria (ITB 34.2)

The Procuring Agency'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 34.5**, using the following criteria and methodologies.

(a) **Life Cycle Costs** -Not Applicable

If specified in BDS 34.5, 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 Procuring Agency: 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]*.

(b) **Performance and productivity of the equipment** *[insert one of the following]*-
Not Applicable

- (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 ITB 34.5**. 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.

[insert the methodology and criteria if applicable]

or

- (ii) 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 ITB 34.5**. 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]

(c) **Specific Evaluation criteria**

| S/No. | Criteria | Bidder Must State Their Compliance to the Technical Specification |
|----------------------------|---|---|
| Digital Signatures: | | |
| 1 | Class III Digital Signature Certificate with Encryption. | |
| 2 | SHA II Certificate with PAN card Details with encryption. | |
| 3 | The validity of the certificates should be 3 years with replacement option upon revocation. | |
| 4 | The provider should offer technical/user support to ICTA level three to the subscribers using the Digital Signature Certificate (DSC). | |
| 5 | The vendor should provide an online Free web-interface/mail support for the allocation and assignment of the Digital Signature Certificate (DSC) | |
| 6 | Class III Digital Signature Certificate with Encryption. | |
| E-tokens | | |
| 1 | SHA256 Hash Algorithm and 2048-bit RSA digital signatures. | |
| 2 | E-token should be compliant for Class 3 Digital certificates | |
| 3 | Token Category should be in Hardware Cryptographic device | |
| 4 | Token should have facility to manage administrator password and User password separately. The vendor should incorporate any changes, in the issuance of the cryptographic devices (E-Tokens). | |

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| 5 | The bidder should supply the FIPS 140 level 2/3 Compliant E-tokens validated Cryptographic USB e-Tokens. (SafeNet device would be preferred). | |
| 6 | Supported Key size should be minimum 2048 bits | |
| 7 | Support for all popular browsers viz. Firefox, Netscape, Google Chrome, Mozilla, Safari etc. | |
| 8 | It should support VPN authentication, secure e-mailing and other security applications: The proposed product shall be tested for the feature. | |
| 9 | Token should be compatible with Windows, Linux, Unix, Solaris, Mac OS, Android etc. | |
| Technical Security Specifications | | |
| | Encryption Standards: | |
| 1 | The Digital Certificates should utilize the Existing Public Key Infrastructure (PKI) to securely manage the keys. | |
| 2 | The Digital Certificates should utilize employ AES-256 encryption for data at rest and TLS 1.2 or higher for data in transit. | |
| 3 | Ensure the CA is compliant with international standards such as Common Criteria EAL4+, TISAX , or ISO 27001 | |
| 4 | Adhere to standards such as X.509 certificates and RSA/ECC algorithms. | |
| 5 | Ensure compliance with regional regulations like Kenya NPKI Framework and certified according to Common Criteria EAL4+ . | |
| Technical Functional Specifications | | |
| A | Volume Handling: | |
| 1 | The Vendor should be Capable of efficiently handling the issuance and management of 1.5 million digital signature certificates or above. | |

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| 2 | The Vendor Certificate Management platform should be scalable to accommodate peak usage periods. | |
| B | Signature Validity and Longevity: | |
| 1 | Provide options for long-term validation (LTV) of Keys to ensure signatures remain valid over time. | |
| 2 | Support timestamping to verify when a document was signed. | |
| C | Integration Capabilities: | |
| 1 | Provide API/SDK for seamless integration with existing systems. | |
| 2 | Ensure compatibility with popular documents and records management systems such as SharePoint and Google Drive. | |
| Technical Compliance Specifications | | |
| a. | Legal Compliance: | |
| 1 | Ensure compliance with local and international digital signature laws and regulations, including Kenya NPFI Framework | |
| b. | Audit and Reporting: | |
| 1 | The Vendors Digital Signature Certificates once deployed should provide comprehensive audit logs and reporting features. | |
| 2 | Support regular security audits and third-party assessments. | |
| c. | Technical Operational Specifications | |
| | Service Level Agreements (SLAs): | |
| 1 | The vendor should guarantee uptime of at least 99.9% availability. | |
| 2 | The vendor should Provide clear response and resolution times for support requests. | |
| | Support and Maintenance: | |
| 1 | The vendor should provide and offer 24/7 customer support availability. | |
| 2 | Schedule regular updates and maintenance. | |
| Usability Specifications | | |
| a. | User Interface: | |

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|----|---|--|
| 1 | Ensure an intuitive and user-friendly interface for administrators and end-users. | |
| b. | Support multiple languages. | |
| | Mobile Access: | |
| 1 | Provide a mobile-friendly interface or dedicated mobile app. | |
| 2 | Ensure compatibility with both iOS and Android devices. | |

VENDOR EVALUATION CRITERIA

| Evaluation Category | SUB-CRITERIA | Bidder Must State Their Compliance to Requirement and Submit the document/evidence requested |
|---|--|--|
| Firms' Organizational Background and Experience. | The Organization/Fir/Consortium or OEM will provide evidence of being within the PKI Industry Recognition & Accreditation: The firm should be a member in recognized Digital certificate forums (e.g., Connectivity Standards Alliance, Asia PKI Consortium, Microsoft Intelligent Security Association etc.) Provide valid Certificate | |
| | The firm/consortium should have a Track Record and Experience in providing digital certificates for similar organizations at a National Level with evidence of the same at a Regional Level (Letter from the organization where the Solution has been implemented, confirming that Solution has been implemented | |

| Evaluation Category | SUB-CRITERIA | Bidder Must State Their Compliance to Requirement and Submit the document/evidence requested |
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| | in their organization and working satisfactorily). | |
| | The firm/consortium should demonstrate evidence of having implemented or participated or been part of a National level NPKI Solution deployment and running live in at least three National Certifying Authorities for past 5 years and in at least one organizations in for the past 5 years.,(Letter from the organization where the Solution has been implemented, confirming that Solution has been implemented in their organization and working satisfactorily.) | |
| | The firm/consortium should demonstrate previous experience for successful deployments of digital Signature certificates of over 500,000 and above and client base size of more than 5 million Digital Signatures, Scalability and Performance with ability to handle our anticipated certificate issuance volume.(Provide letters from the Organizations using the Digital Signatures) | |
| | The firm/consortium should have a 24x7x365 days Telephone support contact center. The contact center numbers should be provided along with an escalation matrix mentioning the contact person's name, number and designation in the company. | |

| Evaluation Category | SUB-CRITERIA | Bidder Must State Their Compliance to Requirement and Submit the document/evidence requested |
|--|--|--|
| | The firm/consortium should demonstrate sound mature security practices and audits that are documented with approved management audits report for the past three years with Security audits & certifications (ISO 27001:2022) | |
| | The firm/consortium should have a sound Incident Response and Business Continuity and incident response plan and disaster recovery capabilities – Provide copy approved by Board or similar leadership role. | |
| | The organization should provide proof of a robust Certificate Lifecycle Management and Organizational proof for secure and reliable certificate repositories and how the same has been automated. | |
| Technical Evaluation Capabilities | Bidder firm/consortium staff should be well trained to effectively handle queries raised by the ICT Authority customer / employees etc. This will be demonstrated by a list of three senior and technical staff as provided for in the call escalation matrix, with the team Expertise of implementation team trained in NPKI Delivery service area. | |
| | The expected digital certificates to be delivered should at minimum be compatible with Key Algorithms: DSA, ECDSA, RSA and RSA, SSA-PSS. | |

| Evaluation Category | SUB-CRITERIA | Bidder Must State Their Compliance to Requirement and Submit the document/evidence requested |
|---|---|--|
| Operational Efficiency and Support | <p>The Digital Certificates should Support different certificate profiles based on X.509 Public Key Certificates, Attribute Certificates, Card Verifiable Certificates (CVC) (e.g. ePassport's, e-ID), Tachograph Certificates, Wireless TLS (WTLS) Certificates in conformance with the Wireless PKI (WPKI) specifications and Common PKI (alias ISISMTT) v2.0 private extensions, private attributes and SigG- Profile.</p> | |
| | <p>The Digital Certificates should be compatible with the current implemented National Public Key Infrastructure (NPKI) for Integration Capabilities with the current for ease of integration with your existing PKI infrastructure</p> | |
| | <p>The firm/consortium Certificate Authority and OCSP responder Solutions proposed should meet Common Criteria for Information Technology Security Evaluation (CC) EAL 4 + and as well as ITU X509 Standard.</p> | |

| Evaluation Category | SUB-CRITERIA | Bidder Must State Their Compliance to Requirement and Submit the document/evidence requested |
|------------------------------------|---|--|
| Operational Efficiency and Support | The firm/consortium should demonstrate uptime and system reliability of the relying party Infrastructure of Digital Signature Certificate Issuance | |
| | Customer support for availability and responsiveness of technical support channels | |
| | Points for offered training and support resources | |
| | Consider the importance of a local presence for support and communication | |
| Operational Efficiency and Support | Eligible bidder will be required to have adequate stock of e-tokens to meet the Authority's requirement and also to replace the defective ones with the new ones, without incurring any additional cost. | |
| | The eligible bidder should provide the support (both technical and management) at no extra cost for testing and successful implementation of Cryptographic USB e-Tokens with Digital Signature /Encryption-Decryption keys with any PKI enabled applications or also those proposed to be introduced. Configuration/Testing report to be duly counter signed by the Authority's Officers. | |
| | Incase e-Token get faulty then vendor will replace the same within | |

| Evaluation Category | SUB-CRITERIA | Bidder Must State Their Compliance to Requirement and Submit the document/evidence requested |
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| | 2 working days without any additional charges. | |
| | <ul style="list-style-type: none"> The vendor should provide regular reports to the government on: PKI system performance based on defined SLAs Security incidents and actions taken to address them User activity and trends in digital signature usage | |
| Key Experts | | |
| 1 | Team Leader | |
| | <p>Minimum Education Qualification:</p> <ul style="list-style-type: none"> Bachelors' degree in computer science, Cybersecurity, Science Technology, Law and/or other relevant fields. Must have Relevant certifications in Cybersecurity such as CISSP, CISM, or GCIH <p>General Experience:</p> <ul style="list-style-type: none"> Minimum 15 years of experience in Cybersecurity with proven experience in designing, implementing and supporting National level PKI. Proven experience in leading and managing a Certification Authority (CA), including a government Certification Authority (GovCA). Strong understanding of IT security best practices and frameworks, such as NIST Cybersecurity Framework, ISO 27001, and CIA Controls. Experience working in a government environment is a strong plus, as it requires an understanding of government security policies, regulations, and compliance requirements. <p>Specific Experience:</p> | |

| Evaluation Category | SUB-CRITERIA | Bidder Must State Their Compliance to Requirement and Submit the document/evidence requested |
|---------------------|---|--|
| | <ul style="list-style-type: none"> • Prior experience with PKI projects, especially in large-scale and specifically Government environments. • Deep understanding of cryptographic algorithms (RSA, ECC, etc.) • Knowledge of digital signature standards (X.509, PKCS#11) <p>Expertise in key management and secure key storage</p> | |
| 2 | PKI HSM Engineers / Expert (2No) | |
| | <p>Minimum Education Qualification:</p> <ul style="list-style-type: none"> • Bachelors' degree in computer science, Cybersecurity, Science Technology, Law and/or other relevant fields. • Must have Relevant certifications in Cybersecurity such as CISSP, CISM, CISA, CRISC or GCIH. <p>General Experience:</p> <ul style="list-style-type: none"> • Prior experience with PKI projects, especially in large-scale environments. • Cryptography: Understanding of cryptographic algorithms (RSA, ECC, etc.), digital signatures, and hash functions. • Network Security: Knowledge of network protocols (TLS/SSL, IPsec). • System Administration: Expertise in operating systems (Linux, Windows), databases (MySQL, PostgreSQL), and server hardware. • Security Standards and Regulations: Familiarity with industry standards like . <p>Specific Working Experience:</p> <ul style="list-style-type: none"> • PKI System Design and Implementation: Designing and deploying PKI infrastructures, including certificate authorities | |

| Evaluation Category | SUB-CRITERIA | Bidder Must State Their Compliance to Requirement and Submit the document/evidence requested |
|---------------------|---|--|
| | <p>(CAs), registration authorities (RAs), and directory services. Configuring and managing PKI components to ensure security and reliability.</p> <ul style="list-style-type: none"> • Certificate Lifecycle Management: Issuing, renewing, and revoking digital certificates. Managing certificate expiration and revocation lists (CRLs). Implementing automated certificate management processes. • Security Policy and Compliance: Developing and enforcing security policies and procedures for PKI operations. Ensuring compliance with relevant industry standards and regulations.. <p>Troubleshooting and Problem-Solving: Identifying and resolving technical issues related to PKI operations. Analyzing system logs and security alerts to detect potential threats.</p> | |
| 3 | ICT Security Analyst (1No.) | |
| | <p>Minimum Education Qualification:</p> <ul style="list-style-type: none"> • A Minimum of a bachelor's degree in Cybersecurity, Information Technology (IT), Computer Science, or a related field • Any two certifications in the following areas is required; <ul style="list-style-type: none"> • (ISC)² Certified Information Systems Security Professional (CISSP) • GIAC Security Essentials (GSEC) • CISA/CISM/CRISC/CEH or relevant CISO certification <p>General Experience:</p> <ul style="list-style-type: none"> • Cryptography: Understanding of cryptographic algorithms, digital | |

| Evaluation Category | SUB-CRITERIA | Bidder Must State Their Compliance to Requirement and Submit the document/evidence requested |
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| | <p>signatures, and public-key infrastructure.</p> <ul style="list-style-type: none"> • Network Security: Knowledge of network protocols, firewalls, and intrusion detection systems. • System Administration: Proficiency in operating systems, databases, and server hardware. • Security Standards and Regulations: Familiarity with Kenya NPKI Framework . <p>Specific Experience:</p> <ul style="list-style-type: none"> • PKI System Design and Implementation: Designing and deploying PKI infrastructures, including certificate authorities (CAs) and registration authorities (RAs). Configuring and managing PKI components to ensure security and reliability. • Certificate Lifecycle Management: Issuing, renewing, and revoking digital certificates. Managing certificate expiration and revocation lists (CRLs). Implementing automated certificate management processes. • Security Policy and Compliance: Developing and enforcing security policies and procedures for PKI operations. Ensuring compliance with relevant industry standards and regulations.. <p>Troubleshooting and Problem-Solving: Identifying and resolving technical issues related to PKI operations. Analyzing system logs and security alerts to detect potential threats.</p> | |

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

Criteria for a Multi-Supplier Framework Agreement:

The Procuring Agency will conclude Framework Agreements with the Bidders that meet the qualification criteria and whose Bids have been determined to be substantially responsive as follows;

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

3. Post Qualification Criteria (ITB 36.1)

After determining the substantially responsive Bid which offers the lowest-evaluated cost in accordance with **ITB 34**, the Procuring Agency shall carry out the post-qualification of the Bidder in accordance with **ITB 36**, 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 Procuring Agency, for the last **three** 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;
- (b) **Specific Experience:** The Bidder shall demonstrate that it has successfully completed at least **Two (2)** contracts within the last **Five (5)** years prior to this bid submission deadline, each with a value of at least **Kes. 60 Million** that have been successfully and substantially completed and that are similar in nature and complexity to the goods it offers to supply and the related services. For a joint venture, this requirement may be met by all members combined.
- (c) **Documentary Evidence** The Bidder shall furnish documentary evidence to demonstrate that the goods that it offers to supply meet the following usage requirement:
 - AES encryption, see <https://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>
 - X.509 certificates support, see <https://tools.ietf.org/html/rfc2459>

- JSON Object Signing and Encryption (used in OpenID connect)
<https://tools.ietf.org/html/rfc7515>
- RSA2048 key size
- XML-Signature Syntax and Processing <https://www.ietf.org/rfc/rfc3275.txt>
- Identity Management using OpenID technology <https://openid.net/connect/>
- Transport Layer Security (TLS) Protocol Version 1.3 <https://tools.ietf.org/html/rfc5246>
- HMAC-based one-time password (OTP) algorithm <https://tools.ietf.org/html/rfc4226>
- Time-based one-time password (OTP) algorithm <https://tools.ietf.org/html/rfc6238>
- Javascript Object Signing and Encryption (JOSE),
see <https://www.iana.org/assignments/jose/jose.xhtml>
- RSA PKCS#1 signature with SHA-256, see <https://tools.ietf.org/html/rfc8017>
- PKCS#10 Certificate Signing Request, see <https://tools.ietf.org/html/rfc2986>
- PKCS#12 archive file format bundling private keys with X.509 Certificates,
see <https://tools.ietf.org/html/rfc7292>
- X.509/RFC 3280/RFC 5280/RFC 6818 certificates, configurable profiles.
- X.509/RFC 5755 attribute certificates.
- Common PKI (alias ISISMTT) v2.0 private extensions, private attributes and optional SigG-Profile.
- Card Verifiable Certificates (CVC). CV certificates must be issued over CM SDK. The following types are supported: according to Gematik specification Electronic Health Card, Part 1, v2.0.0 (Dec. 2007). Generations G0, G1 and G2. CPI types: 3, 4, 21, 22 and 70; according to the BSI Technical Guideline TR-03110, Advanced Security Mechanisms for Machine Readable Travel Documents and eIDAS Token. CPI type: 0.
- Smart Tachograph certificates. Generation 1 and Generation 2.
- Certificate Transparency Precertificate, RFC 6962
- IEEE 1609.2 certificates for CAs, sub CAs and end-entities in V2X PKI's.
- PKIX and ETSI Qualified Certificates.
- OpenPGP V4 keys and certificates, RFC 4880.
- Extended Validation certificates.
- Swedish eID certificate profile as defined by the Swedish e-identification board.
- PSD2 Qualified Certificates, as specified in ETSI TS 119 495.
- X.509/RFC3280/RFC5280 CRL.
- Full and delta CRL.
- Direct and indirect CRL.
- Partitioning according to revocation reasons.
- Immediate CRL issuing option: besides the regular issuing, a CRL can be generated immediately at revocation of a certificate.
- PKCS#12 v1.1, according to RFC 7292
- PGP, OpenPGP V4 keys and certificates. RFC 4880.
- Operational logs and signed audit logs
- Ping-request for system health checks
- SNMP v3
- Syslog Metrics

- ACME - Automatic Certificate Management Environment, RFC 8555
- CMP- Certificate Management Protocol, RFC 4210, RFC 4211
- CMC- Certificate Management over CMS, RFC 5273
- EST– Enrollment over Secure Transport, RFC 7030
- EST-coaps– EST over secure CoAP, IETF draft (draft-ietf-ace-coap-est)
- SCEP- Simple Certificate Enrollment Protocol, draft-nourse-scep-23
- WinEP- Windows certificate auto enrollment using Windows certificate templates
- CA signatures RSA, RSASSA-PSS, DSA. Key lengths as supported by HSM (e.g. RSA 1024 - 16384 bit). Algorithms: SHA-1, SHA-224, SHA-256, SHA-384, SHA-512, SHA3-224, SHA3-256, SHA3-384, SHA3-512, RipeMD-160.
- CA signatures EC: Prime field based ECDSA algorithms with named curves as supported by HSM, hash functions as above.
- CA signatures EdDSA: Ed25519PH, Ed25519, Ed448PH and Ed448.
- End user keys RSA when using the CM RA client: 1024-8192 bits (soft tokens and on smart card/token type). Longer key lengths can be used with other enrollment API's and with CM SDK based clients.
- End user keys EC: Prime field based ECDSA algorithms with arbitrary curve parameters (only on smart cards). Certificates for ECDSA keys can be requested only via CM SDK.
- End user keys Edwards: Ed25519PH, Ed25519, Ed448, Ed448PH, X25519 and X448 keys.
- Support for precertificates according to RFC 6962, Certificate Transparency, with version 1 Signed Certificate Timestamps (SCTs) and Log servers.
- Smart Tachograph certificates. Generation 1 and Generation 2.
- Certificate Transparency Precertificate, RFC 6962
- IEEE 1609.2 certificates for CAs, sub CAs and end-entities in V2X PKI's.
- PKIX and ETSI Qualified Certificates.
- OpenPGP V4 keys and certificates, RFC 4880.
- Extended Validation certificates.
- Swedish eID certificate profile as defined by the Swedish e-identification board.
- PSD2 Qualified Certificates, as specified in ETSI TS 119 495.

[for off-the-shelf Goods, para. (e) may normally be the case, in which case para. (d) below shall be deleted.]

- (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 in (d) (i) and (ii) above, to supply the Goods;
- (e) A bidder who does who does not manufacture an item/s where a manufacturer authorization is not required in accordance with BDS ITB 17.2 (a), the bidder shall submit documentation on, its status as a supplier, to the satisfaction of the Procuring Agency (e.g., authorized dealer/ distributor of the items).

At the time of conclusion of Framework Agreement and subsequently at the time of Call-off Contract, the Bidder (including each subcontractor proposed by the Bidder) shall not be subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.

Section IV - Bid Forms

Table of Forms

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Letter of Bid

Primary Procurement - Framework Agreement Goods

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

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

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

Framework Agreement - Goods

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

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

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

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

- (a) **No reservations:** We have examined and have no reservations to the RFB document, including addenda issued in accordance with Instructions to Bidders (**ITB 8**);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with **ITB 4**;
- (c) **Eligible Goods and Related Services:** If we conclude a Framework Agreement, the Goods and Related Services that we may supply under a Call-off Contract awarded under the Framework Agreement, shall be sourced from an eligible country in accordance with **ITB 5** and Section V, Eligible Countries. The Goods and Related Services shall be sourced from *[insert name of the country(ies)]*
- (d) **Bid/Proposal-Securing Declaration:** *[select OPTION 1 or 2 as applicable]*

OPTION 1

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

OPTION 2

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

- (e) **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.]
- (f) **Conformity:** We offer to supply, in conformity with the RFB document and in accordance with Section VII- Schedule of Requirements, the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (g) **Bid Price:** “The total unit price/s of our Bid excluding any discounts offered in item (h) below is as provided in the attached Price Schedule Summary;
- (h) **Unconditional Discounts:** The unconditional discounts offered are: *[Specify in detail each unconditional discount offered.]*
- The exact method of calculations to determine the net price after application of unconditional discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- (i) **Bid Validity Period:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (j) **Performance Security:** If our Bid is accepted and we conclude a Framework Agreement, we understand that we may be required, as a condition of a subsequent Call-off Contract, to obtain a performance security;
- (k) **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**;
- (l) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Procuring Agency’s Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (m) **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]*;
- (n) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the RFB process or execution of the Contract: *[insert*

complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

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

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

- (o) **Not Bound to Purchase:** We understand that there is no obligation on the Procuring Agency/Purchaser(s) to purchase any Goods, and/or Related Services from any FA Supplier during the Term of the Framework Agreement.
- (p) **No expectation of Call-off Contract:** We confirm that no undertaking or any form of statement, promise, representation or obligation has been made by the Procuring Agency/Purchaser in respect of the total quantities or value of the Goods that may be ordered by it, or any participating Purchaser(s), in accordance with this Framework Agreement. We acknowledge and agree that we have not submitted this Bid on the basis of any such undertaking, statement, promise or representation. If we conclude a Framework Agreement, we have no legitimate expectation of being awarded a Call-off Contract under the Framework Agreement.
- (q) **Not Bound to Accept:** In relation to this Primary Procurement, we understand that you are not bound to accept any Bid that you may receive.
- (r) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

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

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

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

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

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

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

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

Bidder Information Form

Primary Procurement - Framework Agreement Goods

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

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

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

Page _____ of _____ pages

| |
|--|
| 1. Bidder's Name <i>[insert Bidder's legal name]</i> |
| 2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i> |
| 3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i> |
| 4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i> |
| 5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i> |
| 6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i> |
| 7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> 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 . <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1 . <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Procuring Agency or Purchaser |
| 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder (s) shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form. |

Bidder's JV Members Information Form

Primary Procurement - Framework Agreement Goods

[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 RFB process]*

Page _____ of _____ pages

| |
|--|
| 1. Bidder's Name: <i>[insert Bidder's legal name]</i> |
| 2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i> |
| 3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i> |
| 4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i> |
| 5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i> |
| 6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i> |
| 7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <div style="margin-left: 20px;"> <input type="checkbox"/> 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. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Agency or Purchaser, in accordance with ITB 4.6. </div> |
| 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder (s) shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form. |

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

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

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

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

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

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

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

| SEA and/or SH Declaration in accordance with Section III, Qualification Criteria, and Requirements |
|---|
| <p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (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.</p> |
| <p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p> |

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 Procuring Agency in the Schedule of Requirements.

Price Schedules
[Option 1: Quantities based on call-off indicative quantities]
Price Schedule: Goods manufactured outside the Procuring Agency's
Country, to be imported

| Date: _____ | | | | | | |
|---|------------------------|--|--|---|---|---|
| RFB No: _____ | | | | | | |
| Page N° _____ of _____ | | | | | | |
| 1 | 2 | 3 | 4 | 5 | | 6 |
| Line Item N° | Description of Goods | Country of Origin | Indicative Delivery Period as defined by Incoterms | Indicative Quantity and physical unit per individual Call-off * | | Unit price CIP [insert named place of destination], in accordance with ITB 14.7 (b) |
| | | | | Minimum | Maximum | |
| [insert number of the item] | [insert name of Goods] | insert country of origin of the Goods] | [insert Delivery Period] | [insert number of units to be supplied and name of the physical unit] | [insert number of units to be supplied and name of the physical unit] | [insert price per unit] |
| 1 | Digital Signature | | 1 month | 1,000 | 1,5000 | |
| Name of Bidder [insert complete name of Bidder] Signature [signature of person authorized to sign the Bid] Date [insert date] | | | | | | |

Note to the Procuring Agency:

- Information for columns 1, 2, 4 (indicative), and 5 (indicative) to be inserted by the Procuring Agency.
- If the items comprise of sub-items, insert the corresponding sub-item information.

[Option 1: Quantities based on call-off indicative quantities]

Price Schedule: Goods to be supplied from within the Procuring Agency's Country

| | | Date: _____ RFB No: _____ Page N° _____ of _____ | | | | |
|------------------------------------|-------------------------------|--|--|--|--|---|
| 1 | 2 | 3 | 4 | 5 | | 6 |
| Line Item No. | Description of Goods | Country of Origin (for already imported Goods) | Indicative Delivery Period as defined by Incoterms | Indicative Quantity and physical unit per individual Call-off* | | Unit price EXW (plus prices to deliver to place of destination, if required), in accordance with ITB 14.7 a (i) or (ii) |
| | | | | Minimum | Maximum | |
| <i>[insert number of the item]</i> | <i>[insert name of Goods]</i> | | <i>[insert Delivery Period]</i> | <i>[insert number of units to be supplied and name of the physical unit]</i> | <i>[insert number of units to be supplied and name of the physical unit]</i> | <i>[insert price per unit]</i> |
| 1 | Digital Signature | | 1 month | 1,000 | 1,5000 | |
| | | Name of Bidder <i>[insert complete name of Bidder]</i> Signature <i>[signature of person authorized to sign the Bid]</i> Date <i>[insert date]</i> | | | | |

Note to the Procuring Agency:

- Information for columns 1, 2, 4 (indicative), and 5 (indicative) to be inserted by the Procuring Agency.
- If the items comprise of sub-items, insert the corresponding sub-item information.

[Option 2: Quantities based on estimated quantity over FA Period]
**Price Schedule: Goods manufactured outside the Procuring Agency's
Country, to be imported**

| Date: _____ RFB No: _____ Page N° _____ of _____ | | | | | |
|--|----------------------|--|--|--|--|
| 1 | 2 | 3 | 4 | 5 | 6 |
| Line Item N° | Description of Goods | Country of Origin | Indicative Delivery Period as defined by Incoterms | Estimated Quantity over FA period and physical unit | <i>Unit price CIP [insert named place of destination], in accordance with ITB 14.7 (b)</i> |
| | | <i>[insert country of origin of the Goods]</i> | | | <i>[insert price per unit]</i> |
| 1 | Digital Signature | | 1 month | 1,500 pcs | |
| Name of Bidder <i>[insert complete name of Bidder]</i> Signature <i>[signature of person authorized to sign the Bid]</i> Date <i>[insert date]</i> | | | | | |

[Option 2: Quantities based on estimated quantity over FA Period]
FA- Price Schedule: Goods to be supplied from within the Procuring Agency's Country

| | | | | | |
|--|-------------------------------|--|---|--|---|
| | | Date: _____ RFB No: _____ Page N° _____ of _____ | | | |
| 1 | 2 | 3 | 4 | 5 | 6 |
| Line Item No. | Description of Goods | Country of Origin (for already imported Goods) | Indicative Delivery Period as defined by Incoterms | Estimated Quantity over FA period and physical unit | Unit price EXW (plus price to deliver to place of destination, if required), in accordance with ITB 14.7 a (i) or (ii) |
| <i>[insert number of the item]</i> | <i>[insert name of Goods]</i> | | <i>[insert Delivery Period]</i> | <i>[insert number of units to be supplied and name of the physical unit]</i> | <i>[insert price per unit]</i> |
| 1 | Digital Signature | | 1 month | 1,500 pcs | |
| Name of Bidder <i>[insert complete name of Bidder]</i> Signature <i>[signature of person authorized to sign the Bid]</i> Date <i>[insert date]</i> | | | | | |

Note to the Procuring Agency:

- Information for columns 1, 2, 4 (indicative), and 5 (indicative) to be inserted by the Procuring Agency.
- If the items comprise of sub-items, insert the corresponding sub-item information.

[If applicable] Price for Related Services and Completion Schedule

| Date: _____ RFB No: _____ Page N° _____ of _____ | | | | | |
|--|--------------------------------|--|---|--|----------------------------|
| 1 | 2. | 4 | 5 | 6 | 7 |
| Item No. | Item Description | Description of Services (excludes inland transportation and other Related Services required in the Procuring Agency's Country to convey the Goods to their final destination) | Country of Origin | Related Service Completion Period | Unit price |
| <i>[insert item number]</i> | <i>[Insert name of Goods]</i> | <i>[insert name of Service]</i> | <i>[insert country of origin of the Services]</i> | <i>[insert Related Service Completion Period per item]</i> | <i>[insert unit price]</i> |
| 1 | Digital Signature | Supply, Delivery and Configuration of Additional Digital Signature Certificates on the Existing System Deployed for the Kenyan National Public Key Infrastructure and Government Certification Authority | | | |
| 2 | Annual Support and Maintenance | Annual Support and Maintenance for first level Support. | | | |
| | | | | | |
| | | | | | |
| Name of Bidder <i>[insert complete name of Bidder]</i> Signature of Bidder <i>[signature of person authorized to sign the Bid]</i> Date <i>[insert date]</i> | | | | | |

Price Schedule Summary

| | | | | | |
|--------------------------|--|--|---|------------------------------------|--|
| | Date: _____ RFB No: _____ Page N° _____ of _____ | | | | |
| 1 | 2 | 4 | 5 | 6 | 7 |
| Item No | Description of Goods | Unit price EXW (<i>plus prices to deliver to place of destination, if required</i>) | Unit price CIP (<i>named place of destination</i>) | Unit Price Related Services | Total Unit Price ((4+6) or (5+6), as applicable) |
| <i>[insert Item No.]</i> | <i>[insert name of Goods]</i> | <i>[insert unit price]</i> | | <i>[insert unit price]</i> | <i>[insert total unit price]</i> |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | Name of Bidder <i>[insert complete name of Bidder]</i> Signature of Bidder <i>[signature of person authorized to sign the Bid]</i> Date <i>[insert date]</i> | | | | |

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]*

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

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 sign a Framework Agreement permitting them to enter into Call-off Contracts for the supply of the Goods.

We hereby extend our full guarantee and warranty in accordance with FAP 11 of the Framework Agreement, 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 FAP 4 of the Framework Agreement.

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]*

Beneficial Ownership Disclosure Form

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

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

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

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

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

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

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

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

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

Details of beneficial ownership

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

OR

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

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

OR

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

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

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

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

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

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

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

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

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

Section V - Eligible Countries

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

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

1. Under ITB 4.8(a) and ITB 5.1: Not Applicable
2. Under ITB 4.8(b) and ITB 5.1: Not Applicable

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

- employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
 - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) Bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

PART 2 – Supply Requirements

Section VII - Schedule of Requirements

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Notes for Preparing the Estimate Schedule of Requirements

The Estimate Schedule of Requirements shall be included in the RFB document by the Procuring Agency, and shall cover, at a minimum, a description of the Goods and Related Services, indicative total Quantities required over the term of the FA [or as applicable, indicative range of individual call-off quantities] that may be supplied under a Framework Agreement/s, Delivery Periods named place/s of destination and estimated requirements for Related Services, if any.

As the ITB indicates, each line item will be evaluated on its own and determination for conclusion of Framework Agreement made on the basis of the lowest evaluated bid for a line item. It is therefore important that the line item should to the extent practically possible be a complete set, and not components of a set (unless the procurement itself is for procurement of components), whose technical requirements could be described. As an example, if this Framework Agreement includes the procurement of commonly needed equipment, the line item would be the required equipment.

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

Estimated Schedule of Requirements- Supply of Goods

| Line Item N° | Description of Goods | Physical unit | Indicative Quantity per Specified Period [e.g., Year/Quarter etc.] | | | Indicative total Quantity required over the term of the FA [or indicative range of individual call-off quantities, if applicable] | Delivery Period* as per Incoterms | Named Place/s of Destination |
|--------------|---------------------------|---------------|---|----------------|----------|--|-----------------------------------|---|
| | | | Year 1 | Year 2 | Year 3 | | | |
| 1 | Digital Signatures | Lot | 1,000,000 | 500,000 | 0 | 1,500,000 | 1 month | 12th Floor, Telposta Towers |
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* “Delivery Period” is the specified period from the date of formation of a Call-off contract for delivery of the Goods as per the applicable Incoterms.

Estimated Schedule of Requirements- Related Services

| 1 | 2. | 4 | |
|-----------------------------|---|--|--|
| Item No. | Item Description | Description of Services in accordance with the Estimated List of Goods and Delivery Schedule (excludes inland transportation and other Related Services required in the Procuring Agency's Country to convey the Goods to their final destination) | Place/s where Services will be performed (<i>if known</i>) |
| <i>[insert item number]</i> | <i>Insert name of Good</i> | <i>[insert name of Service]</i> | |
| 1 | Digital Signature | Supply, Delivery and Configuration of Additional Digital Signature Certificates on the Existing System Deployed for the Kenyan National Public Key Infrastructure and Government Certification Authority | 12 th Floor, Telposta Towers, Along Koinange Street |
| 2 | Training and Capacity Building for the PIU team | Training and Capacity Building for the PIU team on Digital Signature Management and Operations | |

Detailed Technical Specifications and Standards *[insert whenever necessary]*.

1. TECHNICAL SPECIFICATIONS OF THE DIGITAL SIGNATURES & E-TOKENS:

Digital Signatures:

The expected technical specifications for the Digital Signature Certificate (DSC) and E- tokens are to meet the following be in the following formats:

- a) Class III Digital Signature Certificate with Encryption.
- b) SHA II Certificate with PAN card Details with encryption.
- c) The validity of the certificates should be 3 years with replacement option upon revocation.
- d) The provider should offer technical/user support to ICTA level three to the subscribers using the Digital Signature Certificate (DSC).
- e) The vendor should provide an online Free web-interface/mail support for the allocation and assignment of the Digital Signature Certificate (DSC)

E-tokens

The vendor should supply the E-tokens as per the specifications below;

- a) SHA256 Hash Algorithm and 2048-bit RSA digital signatures.
- b) E-token should be compliable for Class 3 Digital certificates
- c) Token Category should be in Hardware Cryptographic device
- d) Token should have facility to manage administrator password and User password separately. The vendor should incorporate any changes, in the issuance of the cryptographic devices (E-Tokens).
- e) The bidder should supply the FIPS 140 level 2/3 Compliant E-tokens validated Cryptographic USB e-Tokens. (SafeNet device would be preferred).
- f) Supported Key size should be minimum 2048 bits
- g) Support for all popular browsers viz. Firefox, Netscape, Google Chrome, Mozilla, Safari etc.
- h) It should support VPN authentication, secure e-mailing and other security applications: The proposed product shall be tested for the feature.
- i) Token should be compatible with Windows, Linux, Unix, Solaris, Mac OS, Android etc.
- j) The offered product should be able to store Digital Certificates (along with private key) of various CAs (Certifying Authorities) operating in Kenya.

A detailed Security, Functional, Compliance, User and Operational Specifications is as outlined below;

1. Technical Security Specifications

- ii. Encryption Standards:
 - The Digital Certificates should utilize the Existing Public Key Infrastructure (PKI) to securely manage the keys.
 - The Digital Certificates should utilize employ AES-256 encryption for data at rest and TLS 1.2 or higher for data in transit.
- iii. Certificate Authority (CA) Compliance:
 - Ensure the CA is compliant with international standards such as Common Criteria EAL4+, TISAX , or ISO 27001.

- iv. Digital Signature Standards:
 - Adhere to standards such as X.509 certificates and RSA/ECC algorithms.
 - Ensure compliance with regional regulations like Kenya NPki Framework and certified according to Common Criteria EAL4+ .
- 2. Technical Functional Specifications**
 - i. Volume Handling:
 - The Vendor should be Capable of efficiently handling the issuance and management of 1.5 million digital signature certificates or above.
 - The Vendor Certificate Management platform should be scalable to accommodate peak usage periods.
 - ii. Signature Validity and Longevity:
 - Provide options for long-term validation (LTV) to ensure signatures remain valid over time.
 - Support timestamping to verify when a document was signed.
 - iii. Integration Capabilities:
 - Provide API/SDK for seamless integration with existing systems.
 - Ensure compatibility with popular document management systems such as SharePoint and Google Drive.
- 3. Technical Compliance Specifications**
 - i. Legal Compliance:
 - Ensure compliance with local and international digital signature laws and regulations, including Kenya NPki Framework
 - ii. Audit and Reporting:
 - The Vendors Digital Signature Certificates once deployed should provide comprehensive audit logs and reporting features.
 - Support regular security audits and third-party assessments.
- 4. Technical Operational Specifications**
 - i. Service Level Agreements (SLAs):
 - The vendor should guarantee uptime of at least 99.9% availability.
 - The vendor should Provide clear response and resolution times for support requests.
 - ii. Support and Maintenance:
 - The vendor should provide and offer 24/7 customer support availability.
 - Schedule regular updates and maintenance.
- 5. Usability Specifications**
 - i. User Interface:
 - Ensure an intuitive and user-friendly interface for administrators and end-users.
 - Support multiple languages.
 - ii. Mobile Access:
 - Provide a mobile-friendly interface or dedicated mobile app.
 - Ensure compatibility with both iOS and Android devices.
- 6. Cost Specifications**

- i. Pricing Model:
 - Clearly outline the pricing structure (e.g., per signature, per user, or subscription-based).
 - Sample prices for 1,000, 10,000, 100,000 and 1,000,000 digital signature Certificates (indicative)
 - Ensure transparent billing with no hidden fees.
- ii. Volume Discounts where appropriate for bulk purchase or for specific user sectors (e.g., education sector, Health, Government etc.)

| No. | Key Experts Education, General Experience & Specific Work Experience |
|-----|---|
| 1) | <p>The team leader: (1)</p> <p>Minimum Education Qualification:</p> <ul style="list-style-type: none"> • Bachelors’ degree in computer science, Cybersecurity, Science Technology, Law and/or other relevant fields. • Must have Relevant certifications in Cybersecurity such as CISSP, CISM, or GCIH <p>General Experience:</p> <ul style="list-style-type: none"> • Minimum 15 years of experience in Cybersecurity with proven experience in designing, implementing and supporting National level PKI. • Proven experience in leading and managing a Certification Authority (CA), including a government Certification Authority (GovCA). • Strong understanding of IT security best practices and frameworks, such as NIST Cybersecurity Framework, ISO 27001, and CIA Controls. • Experience working in a government environment is a strong plus, as it requires an understanding of government security policies, regulations, and compliance requirements. <p>Specific Experience:</p> <ul style="list-style-type: none"> • Prior experience with PKI projects, especially in large-scale and specifically Government environments. • Deep understanding of cryptographic algorithms (RSA, ECC, etc.) • Knowledge of digital signature standards (X.509, PKCS#11) • Expertise in key management and secure key storage |
| 2) | <p>PKI HSM Engineers / Expert (2)</p> <p>Minimum Education Qualification:</p> <ul style="list-style-type: none"> • Bachelors’ degree in computer science, Cybersecurity, Science Technology, Law and/or other relevant fields. • Must have Relevant certifications in Cybersecurity such as CISSP, CISM, CISA, CRISC or GCIH. <p>General Experience:</p> <ul style="list-style-type: none"> • Prior experience with PKI projects, especially in large-scale environments. • Cryptography: Understanding of cryptographic algorithms (RSA, ECC, etc.), digital signatures, and hash functions. • Network Security: Knowledge of network protocols (TLS/SSL, IPsec). • System Administration: Expertise in operating systems (Linux, Windows), databases (MySQL, PostgreSQL), and server hardware. • Security Standards and Regulations: Familiarity with industry standards like . <p>Specific Working Experience:</p> <ul style="list-style-type: none"> • PKI System Design and Implementation: Designing and deploying PKI infrastructures, including certificate authorities (CAs), registration authorities (RAs), and directory services. Configuring and managing PKI components to ensure security and reliability. • Certificate Lifecycle Management: Issuing, renewing, and revoking digital certificates. Managing certificate expiration and revocation lists (CRLs). Implementing automated certificate management processes. |

| No. | Key Experts Education, General Experience & Specific Work Experience |
|-----|--|
| | <ul style="list-style-type: none"> • Security Policy and Compliance: Developing and enforcing security policies and procedures for PKI operations. Ensuring compliance with relevant industry standards and regulations.. • Troubleshooting and Problem-Solving: Identifying and resolving technical issues related to PKI operations. Analyzing system logs and security alerts to detect potential threats. |
| 3) | <p>ICT Security Analysts (1):</p> <p>Minimum Education Qualification:</p> <ul style="list-style-type: none"> • A Minimum of a bachelor's degree in Cybersecurity, Information Technology (IT), Computer Science, or a related field • Any two certifications in the following areas is required; <ul style="list-style-type: none"> • (ISC)² Certified Information Systems Security Professional (CISSP) • GIAC Security Essentials (GSEC) • CISA/CISM/CRISC/CEH or relevant CISO certification <p>General Experience:</p> <ul style="list-style-type: none"> • Cryptography: Understanding of cryptographic algorithms, digital signatures, and public-key infrastructure. • Network Security: Knowledge of network protocols, firewalls, and intrusion detection systems. • System Administration: Proficiency in operating systems, databases, and server hardware. • Security Standards and Regulations: Familiarity with Kenya NPKI Framework . <p>Specific Experience:</p> <ul style="list-style-type: none"> • PKI System Design and Implementation: Designing and deploying PKI infrastructures, including certificate authorities (CAs) and registration authorities (RAs). Configuring and managing PKI components to ensure security and reliability. • Certificate Lifecycle Management: Issuing, renewing, and revoking digital certificates. Managing certificate expiration and revocation lists (CRLs). Implementing automated certificate management processes. • Security Policy and Compliance: Developing and enforcing security policies and procedures for PKI operations. Ensuring compliance with relevant industry standards and regulations.. • Troubleshooting and Problem-Solving: Identifying and resolving technical issues related to PKI operations. Analyzing system logs and security alerts to detect potential threats. |

Drawings

This RFB document includes **No** drawings.

| List of Drawings | | |
|-------------------------|---------------------|----------------|
| Drawing No. | Drawing Name | Purpose |
| Not Applicable | Not Applicable | Not Applicable |
| | | |
| | | |
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| | | |

Inspections and Tests

The following inspections and tests shall be performed: *[insert list of inspections and tests]*

| Check Item | Inspection Criteria | Inspection Method | Pass/Fail Criteria |
|------------------------------|--|---|--|
| Signature Validity | Signature must be cryptographically valid | Use digital signature verification tool | Signature is verified and intact |
| Certificate Authenticity | Certificate must be issued by a trusted Certificate Authority (CA) | Check CA against trusted list | CA is on approved list, certificate chain is valid |
| Certificate Expiry | Certificate must be valid (not expired) at time of signing | Inspect certificate metadata | Expiration date is after signing date |
| Revocation Status | Ensure certificate is not revoked | CRL or OCSP check | Certificate status is 'Good' |
| Signer Identity Verification | Signer identity must match authorized supplier contact | Cross-check certificate subject | Subject name matches procurement records |
| Timestamp Validation | Signature must include a valid timestamp | Inspect timestamp field | Trusted timestamp authority (TSA) used, time is accurate |
| Document Integrity | The content must not be altered after signing | Hash/checksum comparison | Hash of current doc matches signed hash |
| Policy Compliance | Signature must meet internal/external signature policy | Policy checklist review | Meets all applicable digital signature policies |
| Algorithm Strength | Signing algorithm and key length must meet security standards | Inspect algorithm metadata | Meets minimum security (e.g., RSA 2048+, SHA-256) |
| Audit Trail Availability | Signature and document must include traceable audit information | Review signature properties/logs | Complete and unaltered audit trail available |

PART 3 – Procuring Agency Forms

Procuring Agency Forms

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Notification of Intention to Conclude a Framework Agreement(s)

[This Notification of Intention to Conclude a Framework Agreement(s) shall be sent to each Bidder that submitted a Bid. Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]

For the attention of Bidder's Authorized Representative

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

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

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

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

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

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

Project: *[insert name of project]*

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

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

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

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

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

Notification of Intention to Conclude a Framework Agreement(s)

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

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

The successful Bidder(s) are the following:

| Item No. | Description | Estimated Quantity over FA period or Range of Call-off Quantities | Name of Bidder | Bid price as read-out | Evaluated Bid Cost (if applicable) |
|----------|-------------|---|----------------|-----------------------|------------------------------------|
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All Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted Bids. If the Bid price/s or pricing mechanism/s was evaluated include the evaluated as well as the read out price.]*

| Item No. | Description | Estimated Quantity over FA period or Range of Call-off Quantities | Name of Bidder | Bid price as read-out | Evaluated Bid Cost |
|----------|-------------|---|----------------|-----------------------|--------------------|
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Reason/s why your Bid was unsuccessful

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

How to request a debriefing

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

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

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

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

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

Agency: *[insert name of Procuring Agency]*

Email address: *[insert email address]*

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

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

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

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

How to make a complaint

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

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

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

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

Agency: *[insert name of Procuring Agency]*

Email address: *[insert email address]*

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

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

Further information:

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

In summary, there are four essential requirements:

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

Standstill Period

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

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

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

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

On behalf of the Procuring Agency:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Notification to Conclude a Framework Agreement

[Use letterhead paper of the Procuring Agency]

[Date]

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

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

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

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

Authorized Signature:

Name:

Title/position:

Name of Agency:

Telephone:

Email:

Attachment: Framework Agreement

PART 4 – Framework Agreement

Framework Agreement

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

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

This Framework Agreement [insert reference number of the Framework Agreement] is made for the supply of [insert brief description of Goods and Related Services]

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

between

[Select one of the three OPTIONS below]

[OPTION 1: for Single User Framework Agreement]

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

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

between

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

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

between

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

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

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

This Framework Agreement concludes a standing offer by the Supplier to supply the specified Goods to the Purchaser(s) during the Term of the Framework Agreement, as and when the Purchaser(s) wishes to purchase them, through a Call-off Contract.

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

Framework Agreement Provisions

Schedule 1: Schedule of Requirements

Schedule 2: Price Schedules

Schedule 3: Security Forms

Schedule 4: Secondary Procurement

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

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

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

[Select one of the three options below]

[OPTION 1: for Single User Framework Agreement]

“For and on behalf of the Purchaser:”

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

“For and on behalf of the Lead Purchaser:”

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

“For and on behalf of the Responsible Agency”

Signed: *[insert signature]*

Full name: *[name of person signing]*

Agency: *[insert the name of agency]*

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

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

For and on behalf of the Supplier:

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

Full name: *[name of person signing]*

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

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

Framework Agreement Provisions (FAP)

| Framework Agreement Provision (FAP) | Description |
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| 1. Definitions | <p>1.1. The following words and expressions shall have the meanings hereby assigned to them</p> <ul style="list-style-type: none"> (a) “Bank” means the World Bank, meaning the International Bank for Reconstruction and Development (IBRD) and/or the International Development Association (IDA), whether acting on its own account or in its capacity as administrator of trust funds provided by other donors. (b) “Base Price” is the Framework Agreement (FA) unit price prior to any price adjustment in accordance with FA Provision FAP 8. (c) “Business Day” is any day that is an official working day of the Purchaser. It excludes the Purchaser’s official public holidays. (d) “Call-off Contract” is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services. (e) “Closed Framework Agreement” is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement. (f) “Commencement Date” is the date this Framework Agreement is signed by both parties, being the commencement of the Term. (g) “Contract Price” is the price payable to the Supplier as specified in each Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. (h) “Day” means calendar day. (i) “Goods” means all goods, materials, items, commodities, raw material, machinery, equipment, and/or other materials, as specified in the FA Provisions, that the Supplier is required to supply to the Purchaser under a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services. |

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| | <p>(j) “In Writing” means communicated or recorded in written form. It includes, for example: mail, e-mail, fax or communication through an electronic procurement system (provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features).</p> <p>(k) “Incoterms” means the international commercial terms for goods published by the International Chamber of Commerce (ICC).</p> <p>(l) “Lead Purchaser”, when named in the Framework Agreement, means a party to the Framework Agreement, as a Purchaser in its own right under the framework agreement and as the agency responsible for the management and administration of the Framework Agreement for use by the other participating Purchasers as specified in the FAP 2.2. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Lead Purchaser. All communications, including notices, in relation to a Call-off Contract, are to be addressed to the Purchaser named in the Call-off Contract.</p> <p>(m) “Multi-User Framework Agreement” means a Framework Agreement where there is more than one Purchaser permitted to purchase through a Call-off Contract, as specified in the FAP 2.2;</p> <p>(n) “Purchaser” is the Borrower’s agency(ies) that is/are permitted to purchase Goods from a Supplier under a Call-off Contract awarded through a Framework Agreement. Where appropriate, for the purpose of interpretation of the Framework Agreement, the term Purchaser includes Lead Purchaser, or Responsible Agency.</p> <p>(o) “Purchaser’s Country” is the country specified in the FAP 2.3.</p> <p>(p) “Related Services” means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, excluding inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination.</p> <p>(q) “Responsible Agency”, when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity as the agency responsible for managing and administering the Framework Agreement for use by</p> |
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| | <p>the participating Purchasers. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Responsible Agency.</p> <p>(r) “Secondary Procurement” is the method used to select a Supplier and award a Call-off Contract under this Framework Agreement.</p> <p>(s) “Single-User Framework Agreement” means a Framework Agreement where there is only one Purchaser, as specified in the FAP 2.2.</p> <p>(t) “Supplier” means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to a Purchaser, from time to time, and as and when required, the Goods, and, if applicable, Related Services, under a Call-off Contract.</p> <p>(u) “Term” mean the duration of this Framework Agreement as described in the FAP 2.4 starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the FA 2.5.</p> |
| <p>2. Framework Agreement Specific Information</p> | <p>2.1. This Framework Agreement relates to the purchase and supply, under separate Call-off Contracts, of <i>[insert short title that describes the type of Goods, and any Related Services]</i>. The Goods, and Related Services, are more fully described in Schedule 1: Schedule of Requirements including, where applicable: list of Goods, list of Related Services, Technical Specifications, Drawings and Inspections and Tests.</p> <p>2.2. <i>[state either “This is a Single-User Framework Agreement.” or “This is a Multi-User Framework Agreement. All participating Purchasers are listed at Schedule [insert Schedule number]”]</i></p> <p>2.3. The Purchaser’s Country is: <i>[insert the name of the country]</i></p> <p>2.4. The Framework Agreement and the Call-off Contracts shall be governed by and interpreted in accordance with the laws of <i>[state: “the Purchaser’s Country”, unless any other law shall apply]</i>.</p> <p>2.5. The Term of this Framework Agreement is <i>[enter number of years]</i> years. <i>[NOTE: the maximum initial Term shall not exceed 3 years]</i> from the Commencement Date.</p> <p>2.6. <i>[Delete if the term is not to be extended]</i> The Term may be extended, at the Purchaser’s sole discretion, and where there has been satisfactory performance by the Supplier. To extend the Term, the Purchaser shall give the Supplier no less than three (3) months’ notice, In Writing, prior to the date on which the</p> |

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| | <p>Framework Agreement would otherwise have expired. The total Term of the Framework Agreement shall be no longer than five (5) years.</p> <p>2.7. The edition of Incoterms that shall apply is: <i>[insert date of edition]</i></p> <p>2.8. <i>[Price adjustment-FAP 8 if applicable]</i>: Source of the indices, and the source of exchange rate (if applicable) and the base date indices <i>[to be inserted by the Supplier]</i></p> <p>2.9. Any notice given by one party to the other pursuant to this Framework Agreement shall be In Writing using the quickest available method such as electronic mail with proof of receipt. A notice shall be effective when delivered, or on the notice's effective date, whichever is later.</p> <p>The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, including notices, are specified below. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day to day operation of the Framework Agreement.</p> <p>2.10. Purchaser's Representatives</p> <p><i>[Selection one of the following options]</i></p> <p><i>OPTION 1: for a Single-User Framework Agreement use the following text]</i></p> <p>The name and contact details of the Purchaser's Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p> <p><i>OR</i></p> <p><i>[OPTION 2: for a <u>Multi-User Framework Agreement with a Lead Purchaser</u> that is responsible for managing and</i></p> |
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| | <p><i>administering the Framework Agreement and is also a Purchaser insert the name of the Lead Purchaser's Representative and list all other participating Purchasers' Representatives in a Schedule:]</i></p> <p>The name and contact details of the Lead Purchaser under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p> <p>The Representatives for all other participating Purchasers are listed in Schedule <i>[insert number]</i> to this Framework Agreement.</p> <p>OR</p> <p><i>[OPTION 3: for a <u>Multi-User Framework Agreement concluded by a central purchasing authority</u> (that is <u>not</u> also a Purchaser) insert the following]</i></p> <p>The name and contact details of the Responsible Agency under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p> <p>The Representatives for all participating Purchasers are listed in Schedule <i>[insert number]</i> to this Framework Agreement.</p> <p>2.11. Supplier's Representatives</p> <p>The name and contact details of the Supplier's Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</p> <p>Name:</p> |
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| | <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p> |
| 3. Framework Agreement Documents | <p>3.1. This Framework Agreement (FA) shall be read as a whole. Where a document is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.</p> <p>3.2. This Framework Agreement comprises the following documents.:</p> <ul style="list-style-type: none"> (a) Framework Agreement, including all Sections and Schedules; (b) Notice of Conclusion of a Framework Agreement; and (c) Offer submission form (from Primary Procurement process). |
| 4. Supplier's Obligations | <p>4.1. The Supplier shall offer to supply (standing offer) to the Purchaser, the Goods, including any Related Services if applicable, described in the Framework Agreement Schedule 1: Schedule of Requirements, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.</p> <p>4.2. The Supplier shall respond to a request from a Purchaser for quotation or direct contracting within the period specified in that request by either (i) submitting a quotation or (ii) accepting award of contract in case of direct selection or (iii) informing the Purchaser that it does not intend to supply the Goods and Related Services (if any) under the Call-off Contract.</p> <p>4.3. During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified, and the Goods shall continue to be eligible, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 4.4 (a) to 4.4 (c) below. The Supplier shall notify the Purchaser immediately, in writing, if it ceases to be qualified and/or ceases to be eligible, or the Goods cease to be eligible.</p> <p>4.4. The Goods supplied under Call-off Contracts that may be awarded by the Purchaser shall be:</p> |

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| | <ul style="list-style-type: none"> (a) of the quality, type and as otherwise specified in the Framework Agreement, Schedule 1: Schedule of Requirements; (b) at the Contract Price specified in the Call-off Contract; and (c) in such quantities, at such times and to such locations as specified in the Call-off Contract. |
| 4.5. | <p><i>[Include FAP 4.5 for rapidly changing technologies such as information systems (computers, software, communication technology etc.) specify that this requirement applies.]</i> At any point during Term of the Framework Agreement, should technological advances be introduced by the Supplier for the Goods offered for the Framework Agreement, the Supplier shall provide to the Purchaser(s) of the Call-off Contracts the latest versions of the available Goods at the time of Call-off, having equal or better performance or functionality at no additional cost to the Purchaser (s).</p> |
| 4.6. | <p>The Supplier agrees that this Framework Agreement and any additional provisions set out in a Call-off Contract, shall apply to the supply of Goods.</p> |
| 4.7. | <p>Forced Labor</p> <p>The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking..</p> <p>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.</p> <p>Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.</p> |
| 4.8. | <p>Child Labor</p> <p>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).</p> <p>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</p> |

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| | <p>child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.</p> <p>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:</p> <ul style="list-style-type: none"> (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. <p>4.9. Health and safety obligations</p> <p>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.</p> <p>4.10. The Supplier shall comply with additional obligations as specified in the Call-off Contract.</p> |
| <p>5. Continued Qualifications and Eligibility</p> | <p>5.1. The Supplier shall continue to have the nationality of an eligible country. A Supplier or subcontractor, shall be deemed to have the nationality of a country if the Supplier 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.</p> <p>5.2. All Goods and Related Services to be supplied under a Call-off Contract and financed by the Bank shall continue to have their origin in eligible Countries. For the purpose of this provision, 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. Ineligible Countries, if any, are listed in FAP 5.5 below.</p> |

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| | <p>5.3. To continue to be eligible the Supplier shall not have been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the World Bank Group's Sanctions Framework.</p> <p>5.4. The Purchaser may require, during the Term of the Framework Agreement, evidence of the Supplier's continued qualification and eligibility, and the Goods continued eligibility. Failure to provide such evidence, as requested, may result in the Supplier being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.</p> <p>5.5. At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being ineligible.</p> <p><i>[[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].]</i></p> |
| 6. Role of Lead Purchaser or Responsible Agency | <p>6.1. Where there is a Lead Purchaser or Responsible Agency that is a party to the Framework Agreement, their role is to manage and administer the Framework Agreement(s) for use by the participating Purchaser(s). All communications, including notices, in relation to the Framework Agreement are to be made to the Lead Purchaser or Responsible Agency.</p> <p>6.2. The Lead Purchaser or Responsible Agency is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Purchaser named in the Call-off Contract.</p> <p>6.3. Where no Lead Purchaser or Responsible Agency has been appointed, the named Purchaser is responsible for managing and administering the Framework Agreement and the provisions in FAP 2.9 above, in relation to communications and notices etc., apply to the Purchaser.</p> |
| 7. Contract Price | <p>7.1. The Contract Price for each call-off Contract shall be determined by applying: <i>[modify as appropriate]</i></p> <p>For Direct Selection:</p> <p>the Base Price (unit price/s) stipulated in the Framework Agreement, Schedule 2, subject to any adjustments specified in FAPs 8 and 9; and any additional price for inland transportation and other services required in the Purchaser's Country to convey</p> |

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| | <p>the Goods to their final destination specified in Call-off Contract.</p> <p>or</p> <p>For Mini-competition:</p> <p>the successful competitive quotation subject to any adjustments specified in FAPs 8 and 9; and any additional price for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in RFQ.</p> |
| 8. Adjustments for changes in Cost | <p>8.1. Adjustments to the Base Price (unit prices) stipulated in the Framework Agreement</p> <p><i>[Select one of the two options]</i></p> <p><u><i>[OPTION 1: use for FAs where the determining indices related to the unit price/s are not expected to vary by more than $\pm 5\%$ over the Term of the FA. In this case, use the following text:</i></u></p> <p>“The unit price/s offered by the Supplier, as stipulated in the FA, shall apply to all Call-off Contracts awarded during the Term of the FA. The unit price/s shall not be subject to any price adjustment during a Secondary Procurement, and/or an award of a Call-off Contract.”]</p> <p><i>OR</i></p> <p><u><i>[OPTION 2: use for FAs where the determining indices related to the unit price/s are expected to vary by more than $\pm 5\%$ over the Term of the FA. In this case use the following text:</i></u></p> <p>“The unit price/s stipulated in the FA, shall not be subject to adjustments for Call-off contracts awarded within <i>[insert number of months depending on trend of volatility of the prices]</i> months from the date of conclusion of FA. For any Call-off contracts awarded after this specified period, the unit price/s shall be subject to an adjustment as follows:</p> <ul style="list-style-type: none"> (a) for Call-off Contracts awarded through the Secondary Procurement method based on competitive quotations (mini-competition), Suppliers shall be required to offer prices that do not exceed their adjusted unit price/s as adjusted below; (b) for Call-off Contracts awarded through a Secondary Procurement method involving direct selection, (i.e., not awarded through a mini-competition), the price adjustment below shall be applied to that Supplier's unit price/s to determine the Call-off Contract Price. |

The price adjustment is intended to reflect changes in the cost of labor, material components, and/or other factors, over the relevant period of the FA. Where a price adjustment applies, it shall be calculated as follows:

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

$$a+b+c = 1$$

in which:

P_1 = Call-off unit contract price.

P_0 = unit price, as described in the Framework Agreement, Schedule 2: Price Schedules.

a = fixed element representing profits and overheads included in the Contract Price.

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 Supplier shall indicate the source of the indices, and the source of exchange rate (if applicable) and the base date indices in its offer.

The coefficients are as follows:

a = *[insert value of coefficient; generally, in the range of 5 to 15 percent]*

b = *[insert value of coefficient]*

c = *[insert value of coefficient]*

Base date = *[insert specific date which was the date of thirty (30) days prior to the deadline for submission of the offers in the Primary Procurement process]*

Date of adjustment =:

i) *For Direct Selection: the date 30 days prior to the formation of the Call-off Contract*

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| | <p>ii) <i>For mini-competition: the date 30 days prior to the Request for Quotation.</i></p> <p>If the currency in which the Contract Price (P_0) is expressed, is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the unit price/s. The correction factor shall be: Z_0 / Z_1, where:</p> <p>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</p> <p>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.</p> |
| 9. Adjustments for Changes in Laws | <p>9.1. If after the date of 28 days prior to date of Offer submission for the Framework Agreement, 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 (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Base Price (unit price/s) stipulated in the Framework Agreement, then such unit price/s 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 Framework Agreement. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with FAP 8.</p> |
| 10. Subcontractors | <p>10.1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Call-off Contracts if not already specified in the Framework Agreement. Such notification, in the Framework Agreement or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Call-off Contract.</p> |
| 11. Warranty | <p>11.1. 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.</p> <p>11.2. 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</p> |

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| | <p>use in the conditions prevailing in the country of final destination.</p> <p>11.3. The Supplier shall comply with any additional warranty obligation specified in the Call-off Contracts.</p> |
| 12. Copyright | <p>12.1. 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.</p> |
| 13. Patent Indemnity | <p>13.1. The Supplier shall, subject to the Purchaser's compliance with 13.2 below, 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:</p> <ul style="list-style-type: none"> (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. <p>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.</p> <p>13.2. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in 13.1 above, 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.</p> <p>13.3. 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.</p> |

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| | <p>13.4. 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.</p> <p>13.5. 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.</p> |
| 14. Limitation of Liability | <p>14.1. Except in cases of criminal negligence or willful misconduct,</p> <ul style="list-style-type: none"> (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) Under each Call-off Contract, the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the Call-off 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. |
| 15. Force Majeure | <p>15.1. The Supplier shall not be liable for forfeiture of its Performance Security (if required), liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Framework Agreement and/or a Call-off Contract is the result of an event of Force Majeure.</p> <p>15.2. For purposes of this provision, "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</p> |

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| | <p>in its sovereign capacity, wars or revolutions, fires, floods, and freight embargoes.</p> <p>15.3. 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.</p> <p>15.4. If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party.</p> |
| 16. Language | <p>16.1. The language of this Framework Agreement, and any Call-off Contract is English. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern.</p> <p>16.2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p> |
| 17. Fraud and Corruption | <p>17.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the World Bank Group's Sanctions Framework, as set forth in the Appendix to this Framework Agreement Provisions (Fraud and Corruption).</p> <p>17.2. 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 Primary or Secondary Procurement process or execution of a Call-off Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p> |
| 18. Records, inspections and audit | <p>18.1. The Supplier shall keep and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework</p> |

| | |
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| | <p>Agreement, the Goods, and any Call-off Contract, in such form and details as will clearly identify relevant time changes and costs.</p> <p>18.2. Pursuant to paragraph 2.2 e. of the Appendix to the Framework Agreement, 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 request for quotations process and/or execution of the Framework Agreement and/or any Call-off Contract. The Supplier's and its subcontractors attention is drawn to FAP 17 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).</p> |
| 19. Confidential Information | <p>19.1. The Purchaser and the Supplier shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.</p> <p>19.2. The obligation of a party under FAP 19. 1 above, shall not apply to information that:</p> <ul style="list-style-type: none"> (a) the Purchaser or Supplier need to share with the Bank or other institution(s) participating in the financing of a Call-off Contract (b) now, or in future, enters the public domain through no fault of that party (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. |
| 20. Change to the Framework Agreement | <p>20.1. Any change to this Framework Agreement, including an extension of the Term, must be In Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.</p> |

| | |
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| 21. Assignment | 21.1. The Supplier shall not assign, in whole or in part, its obligations under this this Framework Agreement and/or Call-off Contracts, without the prior written consent of the Purchaser. |
| 22. Termination of the Framework Agreement | <p>22.1. The Purchaser, without prejudice to any other remedy for breach of the Framework Agreement or Call-off Contract, may terminate this Framework Agreement immediately, by notice In Writing to the Supplier, if:</p> <ul style="list-style-type: none"> (a) in the judgement of the Purchaser, the Supplier has engaged in Fraud and Corruption, or (b) during the Term of the Framework Agreement, the Supplier ceases to be qualified or eligible, or (c) the Supplier purports to assign, or otherwise transfer or dispose of this Framework Agreement and/or Call-off Contract, in whole, or in part, without the prior written consent of the Purchaser, or (d) the Supplier becomes bankrupt or otherwise insolvent, or (e) the Supplier fails to perform any other obligation under the Framework Agreement and/or any Call-off Contract. <p>22.2. The Purchaser may terminate this Framework Agreement and/or any Call-off Contract, in whole or in part, by notice In Writing sent to the Supplier, at any time, for its convenience. The notice of termination shall specify that the termination is for the Purchaser's convenience, the extent to which the performance of the Supplier under the Framework Agreement is terminated, and the date upon which such termination becomes effective.</p> <p>22.3. Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts already entered into under this Framework Agreement shall continue in full force and effect. However, no further Call-off Contracts shall be awarded once the Framework Agreement is terminated.</p> |
| 23. Dispute resolution in relation to the Framework Agreement | <p>23.1. In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.</p> <p>23.2. Where parties have exhausted the process described in FAP 23.1, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral and split the costs of the adjudicator/. In</p> |

| | |
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| | <p>appointing the adjudicator parties should agree whether or not the adjudicator's decision is to be final and binding.</p> <p>23.3. Further dispute resolution mechanism for Call-off contracts shall be as specified in the Call-off Contracts.</p> |
|--|--|

Appendix to the Framework Agreement: Fraud and Corruption

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-

contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;⁴ (ii) to be a nominated⁵ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect⁶ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

⁴ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

⁵ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

⁶ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Framework Agreement – Schedules

SCHEDULE 1: Schedule of Requirements

[insert the agreed schedule of requirements e.g.:]

Contents

1. List of Goods *[consistent with the price schedule forms]*
2. List of Related Services *[consistent with the price schedules]*
3. Technical Specifications

Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:

- (a) *standards*
- (b) *any required Related Services*
- (c) *any required tests and inspections*
- (d) *any functional guarantees covered by the Warranty.*

[If a summary of the Technical Specifications (TS) has to be provided, the Procuring Agency shall insert information in the table below.]

1.3.1 Summary of Technical Specifications. *The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| <i>Item No</i> | <i>Name of Goods or Related Service</i> | <i>Technical Specifications and Standards</i> |
|-------------------------|---|---|
| <i>[insert item No]</i> | <i>[insert name]</i> | <i>[insert TS and Standards]</i> |
| | | |
| | | |

1.3.2 Detailed Technical Specifications and Standards *[insert whenever necessary].*
[Insert detailed description of TS]

1.3.3 Drawings

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

1.3.4 Inspection and Tests

The following inspections and tests shall be performed: *[insert list of inspections and tests, including as applicable: nature, frequency, any locations and any procedure for carrying out the inspections and tests.]*

SCHEDULE 2: Price Schedules

[insert the agreed price schedules]

SCHEDULE 3: Security Forms

Security Forms that may be required under Call-off Contracts

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

Performance Security

(Bank Guarantee)

[The bank, as requested by the Supplier, 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]*

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

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 a 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 contract Amount denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date specified in the Call-off Contract. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this

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

[signature(s)]

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

guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

Advance Payment Security Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of 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 that the Applicant has used the advance payment for purposes other than toward delivery of Goods.

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 in proportion to the value of the Goods shipped (for Goods supplied from abroad) and/or the value of the Goods delivered

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.

at the named place of destination (for Goods supplied from within the Purchaser's country), as evidenced by copy(ies) of [].⁷

This Guarantee shall expire upon our receipt of copy(ies) of the above referenced documents, evidencing that at least ninety (90) percent of the Contract Price of the Goods has been delivered or on the [insert day] day of [insert month], [insert year]⁸, whichever is earlier.

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

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

[signature(s)]

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

⁷ Insert shipping/other applicable documents establishing "delivery" of the Goods in accordance with the applicable Incoterm to the Contract.

⁸ Insert the Delivery date in accordance with the Contract. The Purchaser should note that in the event of an extension of the time to perform 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: "We agree to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the guarantee."

SCHEDULE 4: Secondary Procurement

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

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

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

1. Secondary Procurement method(s)

The Secondary Procurement method(s) that apply to the selection of a Supplier for the award of a Call-off Contract under this Framework Agreement are:

- (i) competitive quotations through mini-competition,
- (ii) direct selection based on location, and
- (iii) direct selection based on balanced division of supply.

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

1.1 Competitive quotations (mini-competition)

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

The RFQ will include:

- (a) the Goods, and any Related Services, to be delivered
- (b) delivery location(s)
- (c) delivery date(s) or schedule
- (d) quantity
- (e) any additional requirement for inland transportation and other services in the Purchaser's Country to convey the Goods to their final destination specified in RFQ not included in the Base Price,
- (f) details of any inspections or tests that are additional to those described in the Framework Agreement
- (g) the criteria to be applied to the evaluation of quotations
- (h) the award criteria, e.g.:
 - The Purchaser shall award the Call-off Contract to the Supplier whose Bid(s) has been determined to be:
 - substantially responsive to the RFQ; and
 - the lowest evaluated cost.
- (i) deadline for submission of quotations
- (j) reference the Call-off Contract Terms and Conditions of supply, which are to apply to the purchase
- (k) request to Suppliers to demonstrate that they continue to be eligible and qualified to supply the Goods
- (l) *any other relevant information.*

Suppliers are not permitted to quote a price, excluding any additional price for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in RFQ not included in the Base Price, that is higher than the Base Price stated in the Framework Agreement, Schedule 2, or as adjusted by the agreed

price adjustment formula, if applicable in accordance **with FAP 8**, and any changes in any Laws and Regulations in accordance with **FPA 9**.]

1.2 *Direct Selection under Single-Supplier Framework Agreement*

The Purchaser may request the Supplier to include in the Call-off Contract Price, the prices for any additional inland transportation and other related services in the Purchaser's Country to convey the Goods to their final destination.

The Purchaser will issue a Call-off Contract to the Supplier using the prices/pricing mechanism set out in the Framework Agreement, Schedule 2 or as adjusted by the agreed price adjustment formula if applicable in accordance **with FAP 8**, and any changes in any Laws and Regulations in accordance with **FAP 9**; including, as applicable, the prices for any additional inland transportation and other related services in the Purchaser's Country to convey the Goods to their final destination.

1.3 **Direct selection based on location**

The Purchaser will select an eligible Supplier holding a Framework Agreement, to deliver the Goods, based on which Supplier is best able to deliver the Goods, and any Related Services, based on the location where the Goods are to be supplied.

The Purchaser will issue a Call-off Contract using the prices/pricing mechanism set out in the Framework Agreement, Schedule 2 or as adjusted by the agreed price adjustment formula, if applicable in accordance **with FAP 8**, and any changes in any Laws and Regulations in accordance with **FAP 9**; including, as applicable, the prices for any additional inland transportation and other related services in the Purchaser's Country to convey the Goods to their final destination.

The Purchaser may request the Supplier and include in the Call-off Contract Price, the prices for any additional inland transportation and other related services in the Purchaser's Country to convey the Goods to their final destination.

1.4 **Direct selection based on balanced division of supply**

The Purchaser will rotate the award of Call-off Contracts amongst all eligible Suppliers holding a Framework Agreement, based on a balanced division of supply linked to an upper limit. The upper limit is: **500**

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

A second supplier, whose Framework Agreement has the second lowest evaluated cost, will then be awarded the subsequent Call-off Contracts until the total **quantity** of all Call-off Contracts awarded reaches the upper **quantity** limit. And so on.

The Purchaser will issue a Call-off Contract using the prices/pricing mechanism set out in the Framework Agreement, Schedule 2 or as adjusted by the agreed price adjustment

formula if applicable in accordance **with FAP 8**, if applicable and any changes in any Laws and Regulations in accordance with **FAP 9**.

The Purchaser will request the Suppliers and include in the Call-off Contract Price, the prices for any additional inland transportation and other related services, not included in the Base Price, in the Purchaser's Country to convey the Goods to their final destination.

2. Formation of Call-off contract

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

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

2.1 For competitive quotations through mini-competition using a Request for Quotation, the Call-off contract is formed when: *[select one of the three Options]*

OPTION 1

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

OPTION 2

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

OPTION 3

“the Purchaser transmits, to the successful Supplier, a purchase order for the Goods and the supplier accepts the order.” *(describe how this will happen, e.g., through return email, signed Purchase Order, etc.).*

2.2 For direct selection based on location or balanced division of supply, the Call-off contract is formed when the Purchaser transmits, to the successful Supplier, a Call-off Contract for signature and return, and the Call-off Contract is signed by both the Purchaser and the Supplier. The date that the Call-off Contract is formed, is the date that the last signature is executed, or the date agreed by the parties.

3. Communicating the award of Call-off Contract

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

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

- a. Direct Selection to all FA Suppliers for the items included in the Call-off Contract.
- b. selection based on competitive quotations (through mini-competition) to all Suppliers invited to submit quotations.

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

- c. the name and address of the successful Supplier
- d. the quantity/volume of Goods being procured
- e. the contract price
- f. a statement of the reason(s) the recipient Supplier was unsuccessful.]

4. Complaint about award of Call-off Contract

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

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

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Request for Quotation

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

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

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

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

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

Attachments:

Annex 1: Purchaser's Requirements

Annex 2: Quotation Form

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

Dear *[insert name of Supplier's Representative]*,

1. Request for Quotation (RFQ)

With reference to above Framework Agreement (FA), you are invited to submit your most competitive Quotation in this Secondary Procurement process. The Quotation is for the Goods [add if applicable: “and the Related Services,”] described in Annex 1: Purchaser’s Requirements, attached to this RFQ.

2. Price

- (a) Your Quotation must be submitted in the format contained in Annex 2: Supplier Quotation Form.
- (b) Your Quotation, excluding any additional price for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination specified in RFQ not included in the Base Price, cannot be higher than the Base Price for the Goods [add if applicable: “and Related Services,”] as established in the Framework Agreement, Schedule 2: Price Schedules adjusted for any change in Laws and Regulations in accordance with FA Specific Provisions. [OR use the following text if the Base Price is subject to a price adjustment: Your Quotation cannot be higher the Base Price for the Goods [add if applicable: “and Related Services,”] as established in the Framework Agreement, Schedule 2: Price Schedules, adjusted by applying the price adjustment formula and any adjustment for change in Laws and Regulations in accordance with FA Specific Provisions”]
- (c) The price for any additional inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination specified in RFQ not included in the Base Price shall be quoted.
- (d) The price that you quote shall be fixed and shall not be subject to any further adjustment.
- (e) The Quotation shall be in the same currency(ies) specified in the Framework Agreement, Schedule 2: Price Schedules.
- (f) The Quotation will be valid for a period of [insert number of calendar days]

3. Clarifications

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

4. Submission of Quotations

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

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

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

5. Opening of Quotations

Quotations will be opened on *[[insert time, day, month, year]* by the Procuring Agency's representatives in the presence of the Supplier's designated representatives who choose to attend the virtual opening *[Under the COVID-19 emergency situation, if virtual opening is not feasible, the offers may be opened by the Procuring Agency's representatives only]*. Minutes of the opening will be shared with all suppliers who submitted quotations.

6. Evaluation of Quotations

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

7. At the time of Contract Award, the Supplier (including each subcontractor proposed by the Supplier) shall not be subject to disqualification by the Bank for non-compliance with SEA/SH obligations. 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 Sexual Exploitation and Abuse (SEA) /Sexual Harassment (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.

In this regard, “**Sexual Exploitation and Abuse**” “(SEA)” means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

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

8. Contract

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

On behalf of the Purchaser:

Signature: _____

Name: _____

Title/position: _____

RFQ ANNEX 1: Purchaser's Requirements

[The Purchaser shall complete these tables, as appropriate, to enable the Supplier to prepare the Quotation]

List of Goods and Delivery Period

| Line Item N° | Description of Goods | Quantity required | Physical unit | Named Place of Destination | Place of Final Destination (Project Site) | Applicable Incoterms (e.g., CIP, EXW etc.) | Delivery Period from Date of formation of Call-off contract |
|--------------|----------------------|-------------------|---------------|----------------------------|---|--|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

List of Related Services and Completion Schedule

| Service | Description of Service | Quantity required | Physical Unit | Place where Services shall be performed | Completion Period of Services |
|----------------------------|---|--|---|---|--|
| <i>[insert Service No]</i> | <i>[insert description of Related Services]</i> | <i>[insert quantity of items to be supplied]</i> | <i>[insert physical unit for the items]</i> | <i>[insert name of the Place]</i> | <i>[insert no. of days such as from Delivery Period or receipt of Goods, as appropriate]</i> |
| | | | | | |
| | | | | | |
| | | | | | |

Technical Specifications, Drawings, Inspections and Tests

The Technical Specifications, Drawings, Inspections and Tests as are described in the Framework Agreement Schedule 1: Schedule of Requirements.

[Add any additional information consistent with the information provided in the Schedule of Requirements]

RFQ ANNEX 2: Supplier Quotation Form

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

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

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

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

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

SUBMISSION OF QUOTATION

1. Conformity and no reservations

In response to the above named RFQ we offer to supply the Goods, *[add if applicable: "and deliver the Related Services,"]* as per this Quotation and in conformity with the RFQ, Delivery and Completion Schedules, Technical Specifications, Drawings, Inspections and Tests. We confirm that we have examined and have no reservations to the RFQ, including the Call-off Contract.

2. Eligibility and conflict of interest

We declare that we continue to be qualified and meet the eligibility requirements and that we have no conflict of interest. If awarded the Call-off Contract, the Goods *[add if applicable: "and Related Services,"]* that we supply shall be sourced from an eligible country.

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

We, including any of our subcontractors:

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

We, along with any of our subcontractors, 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.

3. Quotation Price

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

4. Unconditional Discounts

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

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

5. Quotation Validity Period

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

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

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

7. Commissions, gratuities, fees

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

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

8. Not Bound to Accept

We understand that you reserve the right to:

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

9. Fraud and Corruption

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

On behalf of the Supplier:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Quotation for Goods: Price Schedule 1

For Goods to be imported from outside the Purchaser's Country

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|------------------------------------|------------------------------|---|---|--|---|---|---|--|
| Line Item N° | Description of Goods | Country of Origin | Delivery Period as defined by Incoterms | Quantity and physical unit | Unit price CIP <i>[insert place of destination]</i> | CIP Price per line item (Col. 5x6) | <i>[For CIP, if in addition inland transportation etc. is required] 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 RFQ</i> | Total Price per Line item (Col. 7+8) |
| <i>[insert number of the item]</i> | <i>[insert name of good]</i> | <i>[insert country of origin of the Good]</i> | <i>[insert quoted Delivery Period]</i> | <i>[insert number of units to be supplied and name of the physical unit]</i> | <i>[insert unit price CIP per unit]</i> | <i>[insert total CIP price per line item]</i> | <i>[insert the corresponding price per line item]</i> | <i>[insert total price of the line item]</i> |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | Quotation Price | |

Quotation for Goods: Price Schedule 2

For Goods from within the Purchaser's Country (already imported* to or manufactured in the Purchaser's Country)

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|-----------------------------|-----------------------|---|---|---|--|--|--------------------------------------|
| Line Item N° | Description of Goods | Delivery Period as defined by Incoterms | Quantity and physical unit | Unit price EXW* (plus prices to deliver to place of destination, if required) | Total EXW (plus prices to deliver to place of destination, if required) price per line item (Col. 4x5) | [If required by the Purchaser] Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination | 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 (plus prices to deliver to place of destination, if required) unit price] | [insert total EXW (plus prices to deliver to place of destination, if required) price per line item] | [insert the corresponding price per line item] | [insert total price per item] |
| | | | | | | | |
| | | | | | | | |
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| | | | | | | | |

*for already imported Goods, in accordance with the Primary Procurement process, the EXW price shall exclude any custom duties and other import taxes on the Goods. Provide supporting documentary evidence on custom duties and other import taxes already paid or to be paid on the Goods.

Quotation for Related Services: Price Schedule 3

| 1 | | 2 | 3 | 4 | 5 | 6 | 7 |
|--|------------------|---|---|---|--|----------------------------|--|
| Item No. | Item description | 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 | Completion Period at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6 or estimate) |
| <i>[insert number of the item]</i> | | <i>[insert name of Services]</i> | <i>[insert country of origin of the Services]</i> | <i>[insert Delivery Period at place of final destination per Service]</i> | <i>[insert number of items to be supplied and name of the physical unit]</i> | <i>[insert unit price]</i> | <i>[insert total price per item]</i> |
| | | | | | | | |
| | | | | | | | |
| Quotation Price | | | | | | | |

Total Quotation Price

The total cost for the supply and delivery of the Goods, and related Services is as follows:

| Price Schedules | Amount |
|------------------------------------|--------|
| Goods: Price Schedule 1 | |
| Goods: Price Schedule 2 | |
| Related Services: Price Schedule 4 | |
| Total Quotation Price | |

Sample Letter of Award of Call-off Contract

[modify as appropriate]

[use letterhead paper of the Purchaser]

[date]

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

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

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

*[For mini-competition, add the following: “and your Quotation *[insert reference number and date]* has been accepted.”], please find enclosed herewith the Call-off Contract.*

You are requested to sign the Call-off contract within *[insert no of days]*.

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Call-off Contract

Call-off Contract for the supply of Goods and Related Services *[if any]*

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

| Purchaser: | | Supplier: | | |
|---|-------------------------------|--|----------------|------------------------|
| <i>[Insert complete legal name of the Purchaser]</i> [address] | | <i>[Insert complete legal name of the Supplier]</i> [address] | | |
| GOODS | | | | |
| Code | Product name | Quantity | Unit price | Total |
| <i>[insert code]</i> | <i>[description of Goods]</i> | <i>[number]</i> | <i>[price]</i> | <i>[amount]</i> |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Special instructions/comments: | | Total | | <i>[Insert amount]</i> |
| Required Delivery period/s as per INCOTERMS | | <i>[insert period/s]</i> as per applicable INCOTERMS | | |

| RELATED SERVICES | | | | |
|-----------------------------------|---|-----------------|---------|------------------------|
| Code | Name/description of service | Quantity | Price | Total |
| [insert code] | [Describe the Related Services covered and/or Framework Agreement Schedule 1: Schedule of Requirements. The price quoted in Schedule 2 of the Framework Agreement or as agreed with the selected Supplier shall be included in the Contract Price.] | [number] | [price] | [amount] |
| | | | | |
| | | | | |
| | | | | |
| Special instructions/comments: | | Total | | [insert amount] |
| Required Completion period | | [insert period] | | |

1. Contract Price

The Contract Price for the supply of Goods, and provision of related Services (if applicable) is as follows

| Description | Amounts and currency/ies [insert total amounts from preceding two tables] |
|---|---|
| Goods | |
| Related Services [if applicable] | |
| Contract Price: [insert total for Goods and Related Services [if applicable] | |

2. Contract Documents

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

- (a) Letter of Award of Call-off Contract
- (b) Supplier's Quotation (if applicable)
- (c) Addenda No. ____ (if any)
- (d) Call-off Contract- Conditions of Contract

and by reference the following documents:

(e) Framework Agreement

(f) Schedule 1: Schedule of Requirements *[insert relevant items from schedule 1 as applicable to the Call-off contract such as technical specifications, any drawings, and inspection and tests]*

(g) *[List any other document]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Call-off Contract, 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.

[To facilitate this emergency procurement, if acceptable to the Purchaser and the Supplier, electronic signature of the Call-off Contract such as using DocuSign is recommended.]

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]*

Date: _____

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]*

Date: _____

Call-off Contract- Conditions of Contract (CoC)

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

The following Call-off Contract Conditions of Contract apply to the Call-off Contract awarded under the Framework Agreement between the Purchaser and the Supplier.

1. Standards and Specifications

The Goods and Related Services if applicable shall conform to the technical specifications and standards mentioned in the Technical Specifications 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.

2. Packing, Marking and Documentation

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. 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.

The packing, marking and documentation within and outside the packages shall be: *[insert the type of packing required, the markings in the packing and all documentation required; or refer to the Technical Specifications]*

3. Transportation

Responsibility for transportation of the Goods shall be as specified in the applicable Incoterms specified in the Framework Agreement.

If not in accordance with Incoterms, responsibility for transportations shall be as follows: *[insert "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"; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)].*

4. Shipping and Other Documents

[Modify as appropriate]

Details of Shipping and other Documents to be furnished by the Supplier are: *[insert the required documents, such as 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.].*

The above documents shall be received by the Purchaser:

- (a) before arrival of the Goods, if the mode of payment is through letter of credit if so specified in the Terms of Payment below. If the documents are not received before arrival of the Goods, the Supplier will be responsible for any consequent expenses; or otherwise;
- (b) on shipment.]

5. Terms of Payment

The method and conditions of payment to be made to the Supplier under the Call-off Contract shall be as follows:

[Normally the L/C method of payment applies to Goods from abroad. For emergency procurement, the time and processes for L/C may not suit the fast track procurement. It is expected that the Direct Payment disbursement method will apply. The Direct Payment method coupled with a relatively high advance payment is expected to help mitigate the risk (due to non-availability of L/C) to the Supplier. If L/C has to be used, the required processes shall be completed in an efficient manner.]

[State: The Purchaser [insert: "shall" or "shall not", as appropriate] process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing.]

[SAMPLE PROVISION; MODIFY AS APPROPRIATE)]

Payment for Goods supplied from abroad:

[Choose the applicable option and delete the other]

[Option 1- for payments using the Direct Payment Disbursement method]:

Payment of foreign currency portion shall be made in (_____) *[currency of the Contract Price]* in the following manner:

(i) Advance Payment:

- Ten (10) percent of the Contract Price shall be paid, within ten (10) days of signing of the Contract and upon submission of a claim for the amount;
- Thirty (30) percent of the Contract Price shall be paid within twenty (20) days of signing of the Contract and upon submission of claim and a bank demand guarantee for equivalent amount valid until the Goods are delivered and in the form of Advance Payment Security attached to the Framework Agreement or another form acceptable to the Purchaser.

(ii) On Shipment: Fifty (50) percent of the Contract Price of the Goods shipped shall be paid, within 15 days after submission of documents specified under Shipping and Other Documents herewith.

(iii) On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within fifteen (15) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

Payment of local currency portion shall be made in ____ [currency] within fifteen (15) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted services have been performed.]

[Option 2- for payments using letter of credit]

Payment of foreign currency portion shall be made in ____ [currency of the Contract Price] in the following manner:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within fifteen (15) days of signing of the Contract, and upon submission of claim.
- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified under Shipping and Other Documents herewith.
- (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within fifteen (15) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

Payment of local currency portion shall be made in ____ [currency] within fifteen (15) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

Payment for Goods and Services supplied from within the Purchaser's Country:

Payment for Goods and Services supplied from within the Purchaser's Country shall be made in ____ [currency], as follows:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (15) days of signing of the Contract upon submission of a claim for the amount.
- (ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and within 15 days after submission of the documents specified under Shipping and other Documents herewith.
- (iii) **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within fifteen (15) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.

6. Performance Security

*[A Performance Security **shall normally not be required for the subject emergency procurement.** In exceptional circumstances, if a Performance Security is required, insert the following:]*

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

The 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.

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

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

7. Taxes and Duties

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.

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.

For Goods manufactured outside the Purchaser's Country, the Purchaser shall bear and pay all custom duties and import duties on the contracted Goods. For already imported Goods, to enable reimbursement to the Supplier and/or payment to the relevant bodies as appropriate, the Supplier shall furnish documentary evidence on custom duties and other import taxes already paid or to be paid on the Goods.

The Purchaser shall bear and pay for any Purchaser's Country sales tax and other taxes which may be payable on the Goods.

If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

8. Insurance

The insurance coverage shall be as specified in the applicable Incoterms specified in the Framework Agreement. ***[Preferred provision]***

OR

If not in accordance with Incoterms, insurance shall be as follows:

[insert specific insurance provisions agreed upon, including coverage, currency and amount]

9. Warranty

In addition to the general warranty obligations specified in the Framework Agreement:

The warranty shall remain valid for *[insert number]* months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination, or for *[insert number]* months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

The period for repair or replacement after being notified of the defect by the Purchaser shall be *[insert number]* days. If having been notified, the Supplier fails to remedy the defect within this period, 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.

For purposes of the warranty, the place(s) of final destination(s) shall be as stated in this Call-off Contract.

10. Liquidated Damages and Bonuses

Except as provided for under the Framework Agreement under Force Majeure, 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

The liquidated damage shall be *[insert %]* of the price of the delayed Goods or unperformed Services] for each week or part thereof of delay until actual delivery or performance.

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

[Optional]

[Insert if there are no Related Services:] Bonus payment to the Supplier shall be *[insert number]* % per day if the Goods under the Contract are delivered before the final contractual Delivery Date].

[Insert if there are Related Services:] Bonus payment to the Supplier shall be *[insert number]* % per day if the Goods under the Contract are delivered and the Related Services are completed before the Completion Date].

11. Change Orders and Contract Amendments

The Purchaser may at any time order the Supplier through notice, to make changes within the general scope of the Call-off Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Call-off Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

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 Call-off Contract Price or in the Delivery/Completion schedule, or both, and the Call-off 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.

Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Call-off 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.

12. Extensions of Time

If at any time during performance of the Call-off Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services, 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.

Except in case of Force Majeure, as provided for in the Framework Agreement, 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 specified above, unless an extension of time is agreed upon.

13. Dispute Resolution in relation to Call-off Contract

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

If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation and adjudication if used, then either the 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 of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this provision shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified below.

Notwithstanding any reference to arbitration herein,

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

[“ (a) shall be retained in the case of a Contract with a foreign Supplier and (b) shall be retained in the case of a Contract with a national of the Purchaser's Country.”]

[(a) Contract with foreign Supplier:

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

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

- (b) Contracts with Supplier national of the Purchaser's Country:

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./

SCHEDULE 5: List of Purchasers (if applicable)

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

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

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