

# GOVERNMENT OF THE REPUBLIC OF GHANA



**Republic of Ghana**

**Ministry of Communication, Digital Technology and  
Innovations**

## **INTERNATIONAL COMPETITIVE BIDDING Request for Bids Non-Consulting Services**

**Two-envelope with rated criteria**

**Procurement of:**

**LAST-MILE CONNECTIVITY TO SELECTED UNSERVED AND  
UNDERSERVED AREAS AND RURAL COMMUNITY INFORMATION  
CENTERS (CICs)**

**RFB No:** GDAP/COMP.1.2.1 - GH-MOCDTI-488850-NC-RFB

**Project:** Ghana Digital Accelerated Project

**Employer:** Ministry of Communication, Digital Technology and Innovations

**Country:** Republic of Ghana

**Issued on:** 22<sup>nd</sup> May, 2026

## Specific Procurement Notice Template

# Request for Bids Non-Consulting Services

**Employer:** Ministry of Communication, Digital Technology and Innovation

**Project:** Ghana Digital Accelerated Project

**Contract title:** Last-mile Connectivity to Selected Unserved and Underserved Areas and Rural Community Information Centers (CICs)

**Country:** Republic of Ghana

**Credit No.** IDA 70960-GH

**RFB No:** GDAP/COMP1.2.1 - GH-MOCDTI-488850-NC-RFB

**Issued on:** 22<sup>nd</sup> May, 2026

1. The Government of the Republic of Ghana has received financing from the World Bank toward the cost of the Ghana Digital Acceleration Project (GDAP), and intends to apply part of the proceeds toward payments under the contract **FOR LAST-MILE CONNECTIVITY TO SELECTED UNSERVED AND UNDERSERVED AREAS AND RURAL COMMUNITY INFORMATION CENTERS (CICS)**. 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. ”
2. The Ministry of Communication, Digital Technology and Innovations (MoCDTI) now invites sealed Bids from eligible Bidders for the following.

No.	Description	Bid Security
1	Last-mile connectivity to selected unserved areas and rural Community Information Centers (CICs)	2% of the Proposal Amount in Bank Guarantee format or 6% in insurance bond.

3. Bidding will be conducted through international competitive procurement using a Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers -" September 2025, 7<sup>th</sup> Edition ("Procurement Regulations") and is open to all eligible Bidders (or only to prequalified Bidders as the case may be) as defined in the Procurement Regulations.
4. Bids will be evaluated in accordance with the evaluation process set out in the bidding documents. The following weightings shall apply for Rated Criteria (including technical and non-price factors): **70%** and for Bid cost: **30%**.

5. Interested eligible Bidders may obtain further information from the address below and inspect the bidding document during office hours 0900 to 1700 at the address given below.
6. The bidding document in English may be purchased by interested eligible Bidders upon the submission of a written application to the address below and upon payment of a nonrefundable fee of **GHC2,000.00**. The method of payment will be cash or bank draft in the name of the Ministry of Communication, Digital Technology and Innovations. The document will be sent by either email, courier or pickup. Cost of courier service shall be borne by prospective bidder.
7. Bids must be delivered to the address below on or before 10:00GMT **3<sup>rd</sup> July, 2026**. Electronic Bidding **will not** be permitted. Late Bids **will be** rejected. The outer Bid envelopes marked “ORIGINAL BID”, and the inner envelopes marked “TECHNICAL PART” will be publicly opened in the presence of the Bidders’ designated representatives and anyone who chooses to attend, at the address below *at* 10:00GMT on **3<sup>rd</sup> July, 2026**. All envelopes marked “FINANCIAL PART” shall remain unopened and will be held in safe custody of the Employer until the second public Bid opening.
8. All Bids must be accompanied by a Bid Security in the amount of 2% of the bid price in the currency of the bid in a Bank Guarantee format.
9. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder’s beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.
10. The address(es) referred to above is (are):

<b>Address for Download and/or Purchase of Bidding Documents</b>	<b>Address for Submission of Bids</b>
The Chief Director Attn: The Project Coordinator: Ghana Digital Acceleration Project (GDAP) Project Rooms 39 Fifth Floor, Ministry of Communication, Digital Technology and Innovations Office Complex Abdul Diouf Street, near Kofi Annan ICT Centre of Excellence P.O. Box M.38, Ministries, Accra Ghana Digital Address: GA-079-0539 To Email: <a href="mailto:pcu.gdap@moc.gov.gh">pcu.gdap@moc.gov.gh</a> URL.: <a href="http://www.moc.gov.gh">www.moc.gov.gh</a>	The Chief Director Attn: The Project Coordinator: Ghana Digital Acceleration Project (GDAP) Six Floor, Conference Room Ministry of Communication, Digital Technology and Innovations Office Complex Abdul Diouf Street, near Kofi Annan ICT Centre of Excellence P.O. Box M.38, Ministries, Accra Ghana Digital Address: GA-079-0539

# Request for Bids

## Non-Consulting Services

### Procurement of:

**LAST-MILE CONNECTIVITY TO SELECTED UNSERVED AND  
UNDERSERVED AREAS AND RURAL COMMUNITY INFORMATION  
CENTERS (CICs)**

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**RFB No:** GDAP/COMP1.2.1 - GH-MOCDTI-488850-NC-RFB

**Project:** Ghana Digital Accelerated Project (GDAP)

**Employer:** Ministry of Communication, Digital Technology and Innovations

**Country:** Republic of Ghana

**Issued on:** 22<sup>nd</sup> May, 2026

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# **Part I – Bidding Procedures**

# Section I - Instructions to Bidders

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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), specified in the Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues this bidding document for the delivery of Non-Consulting Services, as specified in Section VII, Employer's Requirements. The name, identification and number of lots (contracts) of this RFB procurement are specified in the BDS.
- 1.2 Throughout this bidding document:
- (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
  - (b) if the context so requires, "singular" means "plural" and vice versa; and
  - (c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays;
  - (d) "ES" means environmental and social, as applicable, (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));
  - (e) "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.
  - (f) "Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Service Provider's Personnel with other Service Provider's or Employer's Personnel;

- (g) “Service Provider’s Personnel” is as defined in GCC Sub-Clause 1.1; and
- (h) “Employer’s Personnel” is as defined in GCC Sub-Clause 1.1.

A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV.

- 1.3 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS.
2. **Source of Funds**
- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified in the BDS has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified in the BDS, toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.
  - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment or materials if such payment or import is prohibited by a 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.
  - 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

**4. Eligible Bidders**

- 4.1 A Bidder may be a firm that is a private entity, a state-owned entity or institution subject to ITB 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - (b) receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) has the same legal representative as another Bidder; or
  - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or

- (e) or any of its affiliates participated as a consultant in the preparation of the Employer's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Bid; or
  - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower for the Contract implementation; or
  - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the Contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a sub-contractor 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 the Contract including related Services.
- 4.5 A Bidder that has 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 WBG's Sanctions Framework as described in Section VI paragraph

2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.

- 4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Employer.
  - 4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.
  - 4.8 Firms and individuals may be ineligible if so indicated in Section V 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 This Bidding is open for all eligible Bidders, unless otherwise specified in ITB 18.4.
  - 4.10 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
  - 4.11 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.
- 5. Qualification of the Bidder**
- 5.1 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
  - 5.2 In the event that prequalification of Bidders has been undertaken as stated in ITB 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

6. **Sections of Bidding Document**

6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9.

**PART 1: Bidding Procedures**

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

**PART 2: Employer's Requirements**

- Section VII - Employer's Requirements

**PART 3: Contract**

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

6.2 The Specific Procurement Notice - Request for Bids (RFB) or the notice to prequalified Bidders, as the case may be issued by the Employer is not part of this bidding document.

6.3 Unless obtained directly from the Employer, the Employer 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 9. In case of any contradiction, documents obtained directly from the Employer 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. **Site Visit** 7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the locations of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the locations of required Services and its surroundings shall be at the Bidder's own expense.
8. **Clarification of Bidding Document** 8.1 A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer's address specified **in the BDS**. The Employer 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 Employer 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 Employer 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 Employer shall amend the bidding document following the procedure under ITB 9 and ITB 23.2.
9. **Amendment of Bidding Document** 9.1 At any time prior to the deadline for submission of Bids, the Employer may amend the bidding document by issuing addenda.
- 9.2 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 Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 8.1.
- 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with ITB 23.2 below.

## **B. Preparation of Bids**

10. **Cost of Bidding** 10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
11. **Language of Bid** 11.1 The Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer 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.

**12. Documents  
Comprising the  
Bid**

- 12.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked "ORIGINAL BID".
- 12.2 The Technical Part shall contain the following:
- (a) **Letter of Bid** -Technical Part, prepared in accordance with ITB 13;
  - (b) **Bid Security or Bid-Securing Declaration** in accordance with ITB 20.1;
  - (c) **Alternative Bid** - Technical Part:: if permissible in accordance with ITB 14, the Technical Part of any Alternative Bid;
  - (d) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;
  - (e) **Qualifications:** documentary evidence in accordance with ITB 18 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
  - (f) **Bidder's Eligibility:** documentary evidence in accordance with ITB 18 establishing the Bidder's eligibility to Bid;
  - (g) **Conformity:** documentary evidence in accordance with ITB 17, that the Services conform to the bidding document; and
  - (h) any other document required **in the BDS**.
- 12.3 The Financial Part shall contain the following:
- (a) Letter of Bid – Financial Part: prepared in accordance with ITB 13 and ITB 15;
  - (b) **Schedule:** Priced Activity Schedule completed in accordance with ITB 13 and ITB 15;
  - (c) Alternative Bid - Financial Part: if permissible in accordance with ITB 14, the Financial Part of any Alternative Bid; and
  - (d) any other document required **in the BDS**.
- 12.4 The Technical Part shall not include any information related to the Bid price. Where material financial information related to the Bid

price is contained in the Technical Part the Bid shall be declared non-responsive.

- 12.5 In addition to the requirements under ITB 12.2, Bids submitted by a JV shall include in the Technical Part 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.
- 12.6 The Bidder shall furnish in the Letter of Bid- Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
- 13. Letters of Bid and Priced Activity Schedule**
- 13.1 The Letter of Bid - Technical Part, Letter of Bid- Financial Part and Priced Activity Schedule 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 21.3. All blank spaces shall be filled in with the information requested.
- 14. Alternative Bids**
- 14.1 Unless otherwise indicated **in the BDS**, alternative Bids shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Bidder shall be considered by the Employer.
- 14.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 14.3 14.3 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the BDS**, as will the method for their evaluating, and described in Section VII, Employer's Requirements.
- 15. Bid Prices and Discounts**
- 15.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid - Financial Part and in the Priced Activity Schedule(s) shall conform to the requirements specified below.
- 15.2 All lots (contracts) and items must be listed and priced separately in the Priced Activity Schedule(s).
- 15.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications, based on the Priced Activity Schedule, submitted by the Bidder.

- 15.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 13.1.
  - 15.5 The Bidder shall fill in rates and prices for all items of the Services described in the Specifications, and listed in the Activity Schedule in Section VII, Employer's Requirements. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Priced Activity Schedule.
  - 15.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.
  - 15.7 If provided for **in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
  - 15.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract.
16. **Currencies of Bid and Payment**
- 16.1 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 Employer's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Employer's Country, unless otherwise specified **in the BDS**.
  - 16.2 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 Employer's Country.
  - 16.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump-sum are reasonable and responsive to ITB 16.1 and 16.2.
17. **Documents Establishing Conformity of Services**
- 17.1 To establish the conformity of the Non-Consulting Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Employer's Requirements.

- 17.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Employer's Requirements.
18. **Documents**
- Establishing the Eligibility and Qualifications of the Bidder**
- 18.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
- 18.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Employer's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 18.3 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.
- 18.4 In the event that prequalification of Bidders has been undertaken as stated in **the BDS**, only Bids from prequalified Bidders shall be considered for award of Contract. These qualified Bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission.
- 18.5 Any change in the structure or formation of a Bidder after being prequalified and invited to Bid, if applicable, (including, in the case of a JV, any change in the structure or formation of any member and also including any change in any specialized subcontractor whose qualifications were considered to prequalify the Applicant) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the notice for RFB sent to the prequalified Bidders.
- 18.6 If prequalification has not taken place before Bidding, the qualification criteria for the Bidders are specified in Section III, Evaluation and Qualification Criteria.

**19. Period of  
Validity of Bids**

- 19.1 Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Employer in accordance with ITB 9. A Bid that is not valid until the date specified **in the BDS**, or any extended date if amended by the Employer in accordance with ITB 9, shall be rejected by the Employer as nonresponsive.
- 19.2 In exceptional circumstances, prior to the date of expiration of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 19.3.
- 19.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity specified in accordance with ITB 19.1, the Contract price shall be determined as follows:
- (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;
  - (b) in the case of adjustable price contracts, no adjustment shall be made; or
  - (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

**20. Bid Security**

- 20.1 The Bidder shall furnish as part of the Technical Part its Bid, either a Bid-Securing Declaration or a Bid security, as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.
- 20.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 20.3 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
  - (b) an irrevocable letter of credit;
  - (c) a cashier's or certified check; or
  - (d) another security specified **in the BDS**,

from a reputable source and an eligible country. If the unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution

shall have a correspondent financial institution located in the Employer's Country to make it enforceable, unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 19.2.

- 20.4 If a Bid Security is specified pursuant to ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.
- 20.5 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 46.
- 20.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 20.7 The Bid Security may be forfeited:
  - (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 45; or
    - (ii) furnish a performance security in accordance with ITB 46.
- 20.8 The Bid Security or Bid-Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 12.5.
- 20.9 If a Bid Security is not required in the BDS, pursuant to ITB 20.1, and
  - (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or
  - (b) if the successful Bidder fails to:

- (ii) sign the Contract in accordance with ITB 45; or
- (iii) furnish a performance security in accordance with ITB 46;

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

#### 21. **Format and Signing of Bid**

- 21.1 The Bidder shall prepare the Bid, in accordance with this Instruction, ITB 12 and ITB 22.
- 21.2 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.
- 21.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons 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.
- 21.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 21.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

### **C. Submission of Bids**

#### 22. **Sealing and Marking of Bids**

- 22.1 The Bidder shall deliver the Bid in two separate, sealed envelopes (the Technical Part and the Financial Part). These two envelopes shall be enclosed in a separate sealed outer envelope marked “Original BID”. In addition, the Bidder shall submit copies of the Bid in the number specified **in the BDS**. Copies of the Technical Part shall be placed in a separate sealed envelope marked “COPIES: TECHNICAL PART”. Copies of the Financial Part shall be placed in a separate sealed envelope marked “COPIES: FINANCIAL PART”. The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked “BID COPIES”. In the event of any discrepancy between the original and the copies, the original shall prevail.

If alternative Bids are permitted in accordance with ITB 14, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked “ALTERNATIVE BID – TECHNICAL PART” and the Financial Part shall be placed in a sealed envelope marked “ALTERNATIVE BID – FINANCIAL PART” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “ALTERNATIVE BID – ORIGINAL”, the copies of the alternative Bid will be placed in separate sealed envelopes marked “ALTERNATIVE BID – COPIES OF TECHNICAL PART”, and “ALTERNATIVE BID – COPIES OF FINANCIAL PART” and enclosed in a separate sealed outer envelope marked “ALTERNATIVE BID - COPIES”.

- 22.2 The envelopes marked “ORIGINAL BID” and “BID COPIES” (and, if appropriate, a third envelope marked “ALTERNATIVE BID”) shall be enclosed in a separate sealed outer envelope for submission to the Employer.
- 22.3 All inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Employer in accordance with ITB 23.1;
  - (c) bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and
  - (d) bear a warning not to open before the time and date for Bid opening.
- 22.4 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
- 23. Deadline for Submission of Bids**
- 23.1 Bids must be received by the Employer 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**.
- 23.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 9, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 24. Late Bids**
- 24.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

25. **Withdrawal, Substitution and Modification of Bids**

- 25.1 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 21.3, (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 21 and ITB 22 (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 Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 23.
- 25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.
- 25.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of the Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.

**D. Public Opening of Technical Parts of Bids**

26. **Public Bid Opening of Technical Parts of Bids**

- 26.1 Except as in the cases specified in ITB 24 and ITB 25.2, the Employer 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 choose to attend. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified **in the BDS**.
- 26.2 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.
- 26.3 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.

- 26.4 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.
- 26.5 Next, all other envelopes marked “TECHNICAL PART” shall be opened one at a time. All envelopes marked “SECOND ENVELOPE: Financial PART” shall remain sealed and kept by the Employer in safe custody until they are opened at a later public opening, following the evaluation of the Technical Part parts of the Bids. On opening the envelopes marked “TECHNICAL PART” the Employer shall read out: the name of the Bidder, the presence or the absence of a Bid Security, or Bid-Securing Declaration, if required, and whether there is a modification; and Alternative Bid - Technical Part; and any other details as the Employer may consider appropriate.
- 26.6 Only Technical Parts of Bids and Alternative Bid - Technical Parts that are read out at Bid opening shall be considered further for evaluation. The Letter of Bid- Technical Part and the separate sealed envelope marked “SECOND ENVELOPE: FINANCIAL PART” are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.
- 26.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 24.1).
- 26.8 The Employer shall prepare a record of the Technical Parts of 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 receipt of envelopes marked “SECOND ENVELOPE: FINANCIAL PART”; and
  - (c) if applicable, any alternative Bid- Technical Part;
  - (d) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.
- 26.9 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 of Bids – General Provisions

- 27. Confidentiality**
- 27.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the notification of evaluation of the Technical Part in accordance with ITB 32. Information relating to the evaluation of Financial Part, the evaluation of combined Technical Part and Financial Part, and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the RFB process until the Notification of Intention to Award the Contract is transmitted to Bidders in accordance with ITB 41.
- 27.2 Any effort by a Bidder to influence the Employer in the evaluation or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing.
- 28. Clarification of Bids**
- 28.1 To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, the Employer may, at the Employer's discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices in the Priced Activity Schedule, and other information that the Employer may require. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 34.
- 28.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
- 29. Nonmaterial Nonconformities**
- 29.1 Provided that a Bid is substantially responsive, the Employer may waive any nonmaterial nonconformities in the Bid.
- 29.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities 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.

## **F. Evaluation of Technical Part of Bids**

### **30. Determination of Responsiveness, Eligibility and Qualifications**

- 30.1 The Employer's determination of the Technical Part's responsiveness shall be based on the contents of the Bid itself, as specified in ITB 12.
- 30.2 Preliminary examination of the Technical Part shall be carried out to identify proposals that are incomplete, invalid or substantially nonresponsive to the requirements of the Bidding documents. A substantially responsive Bid is one that materially confirms to 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 Non-Consulting Services specified in the Contract; or
    - (ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 30.3 The Employer shall determine to its satisfaction whether the Bidders that have been assessed to have submitted substantially responsive Bids are eligible, and meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 30.4 The determination shall be based upon an examination of the documentary evidence of the Bidder's eligibility and qualifications submitted by the Bidder, pursuant to ITB 18. 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.
- 30.5 Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not

meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.

- 30.6 Only substantially responsive bids submitted by eligible and qualified bidders shall proceed to the detailed technical evaluation specified in ITB 31.
31. **Detailed Evaluation of Technical Part**
- 31.1 The Employer's evaluation of Technical Part will be carried out as specified in Section III, Evaluation and Qualification Criteria
- 31.2 The scores and weightings to be given to Rated Criteria (including technical and non-price) factors and sub factors) are specified **in the BDS**.

### **G. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts**

32. **Notification of Evaluation of Technical Parts and Public Opening of Financial Parts**
- 32.1 Following the completion of the evaluation of the Technical Parts of the Bids, the Employer shall notify in writing those Bidders whose Bids were considered substantially non-responsive to the bidding document or failed to meet the eligibility and qualification requirements, advising them of the following information:
- (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
  - (b) their envelopes marked "SECOND ENVELOPE: FINANCIAL PART" will be returned to them unopened after the completion of the selection process and the signing of the Contract; and
  - (c) notify them of the date, time and location of the public opening of the envelopes marked "SECOND ENVELOPE: FINANCIAL PART".
- 32.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements, advising them of the following information:
- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements;
  - (b) their envelope marked "SECOND ENVELOPE: FINANCIAL PART" will be opened at the public opening of the Financial Parts; and

- (c) notify them of the date, time and location of the second public opening of the envelopes marked “SECOND ENVELOPE: FINANCIAL PART” as specified **in the BDS**.
- 32.3 The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the technical evaluation, specified in ITB 32.1 and 32.2. However, if the Employer receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITB 48.1. The Financial Part of the Bid shall be opened publicly in the presence of Bidders’ designated representatives and anyone who chooses to attend.
- 32.4 At this public opening, the Financial Parts will be opened by the Employer in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the eligibility and qualification requirements and whose bids were evaluated as substantially responsive will have their envelopes marked “SECOND ENVELOPE: FINANCIAL PART” opened at the second public opening. Each of these envelopes marked “SECOND ENVELOPE: FINANCIAL PART” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Bidder, the technical score and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Employer may consider appropriate.
- 32.5 Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid – Financial Part and the Priced Activity Schedules are to be initialed by a representative of the Employer attending the Bid opening in the manner specified **in the BDS**.
- 32.6 The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked “SECOND ENVELOPE: FINANCIAL PART” at this public opening.
- 32.7 The Employer shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:
- (a) the name of the Bidder whose Financial Part was opened;
  - (b) the Bid price, per lot (contract) if applicable, including any discounts; and
  - (c) if applicable, any Alternative Bid- Financial Part.
- 32.8 The Bidders whose envelopes marked “SECOND ENVELOPE: FINANCIAL PART” have been opened or their representatives who are present shall be requested to sign the record. The omission of

a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

## H. Evaluation of Financial Part of Bids

33. **Adjustments for Nonmaterial Nonconformities** 33.1 Provided that a Bid is substantially responsive, the Employer 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 Employer shall use its best estimate
34. **Correction of Arithmetic Errors** 34.1 Provided that the Bid is substantially responsive, the Employer shall correct arithmetic errors on the following basis:
- (a) if there is discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 34.2 Bidders shall be requested to accept correction of arithmetic errors. Failure to accept the correction in accordance with ITB 34.1, shall result in the rejection of the Bid.
35. **Evaluation Process, Financial Parts** 35.1 To evaluate the Financial Part, the Employer shall consider the following:
- (a) price adjustment for correction of arithmetic errors in accordance with ITB 34.1;
  - (b) price adjustment due to discounts offered in accordance with ITB 15.4;

- (c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITB 36;
  - (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 33.1;
  - (e) excluding provisional sums and the provision, if any, for contingencies in the Priced Activity Schedule but including Daywork, when requested in the Specifications; and
  - (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
- 35.2 If price adjustment is allowed in accordance with ITB 15.7, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 35.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the Most Advantageous Bid using the methodology specified in in Section III, Evaluation and Qualification Criteria. **Discounts that are conditional on the award of more than one lot or slice shall not be considered for Bid evaluation.**
- 36. Conversion to Single Currency and Margin of Preference**
- 36.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency **as specified in the BDS.**
- 36.2 Margin of domestic preference shall not apply.
- 37. Abnormally Low Bids**
- 37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.
- 37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 37.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.

## **I. Evaluation of Combined Technical and Financial Parts, Most Advantageous Bid and Notification of Intention to Award**

38. **Evaluation of combined Technical and Financial Parts**
- 38.1 The Employer's evaluation of responsive Bids will take into account technical factors, in addition to cost factors in accordance with Section III Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and cost is specified **in the BDS**. The Employer will rank the Bids based on the evaluated Bid score (B).
- 38.2 The Employer will determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be substantially responsive to the Bidding document and is the Bid with the highest combined technical and financial score.
39. **Employer's Right to Accept Any Bid, and to Reject Any or All Bids**
- 39.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
40. **Standstill Period**
- 40.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply
41. **Notification of Intention to Award**
- 41.1 The Employer shall send to each Bidder (that has not already been notified that it has been unsuccessful), the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;
  - (b) the Contract price of the successful Bid;
  - (c) the total combined score of the successful Bidder;
  - (d) the names of all Bidders who submitted Bids, and their Bid prices as readout and as evaluated and technical scores;
  - (e) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;

- (f) the expiry date of the Standstill Period; and
- (g) instructions on how to request a debriefing or submit a complaint during the standstill period.

## **J. Award of Contract**

- |                                       |  |
|---------------------------------------|--|
| <b>42. Award Criteria</b>             | 1.1 Subject to ITB 39, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid.   |
| <b>43. Notification of Award</b>      | <p>43.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 40.1, or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Service Provider in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).</p> <p>43.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> <li>(a) name and address of the Employer;</li> <li>(b) name and reference number of the contract being awarded, and the selection method used;</li> <li>(c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;</li> <li>(d) name of Bidders whose Bids were rejected and the reasons for their rejection;</li> <li>(e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and</li> <li>(f) successful Bidder’s Beneficial Ownership Disclosure Form.</li> </ul> <p>43.3 The Contract Award Notice shall be published on the Employer’s website with free access if available, or in at least one newspaper of national circulation in the Employer’s Country, or in the official gazette.</p> <p>43.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.</p> |
| <b>44. Debriefing by the Employer</b> | 44.1 On receipt of the Borrower’s Notification of Intention to Award referred to in ITB 41, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The   |

Employer 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 Employer shall provide a debriefing within five (5) Business Days, unless the Employer 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 Employer 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 Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.
- 45. Signing of Contract**
- 45.1 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form shall be submitted within eight (8) Business Days of receiving this request.
- 45.2 The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.
- 46. Performance Security**
- 46.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.

- 46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.
47. **Adjudicator** 47.1 The Employer proposes the person named **in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee specified **in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this Bid, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.
48. **Procurement  
Related  
Complaint** 48.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.



## Section II - Bid Data Sheet (BDS)

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

ITB Reference	A. General						
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is : <b>GDAP/Comp.1.2.1 - GH-MOCDTI-488850-NC-RFB</b></p> <p>The Employer is: <b>Government of the Republic of Ghana represented by Ministry of Communication, Digital Technology and Innovations</b></p> <p>The name of the RFB is: <b>Last-mile Connectivity to Selected Unserved and Underserved Areas and Rural Community Information Centers (CICs)</b></p> <p>The number and identification of lots (contracts) comprising this RFB is: <b>One</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">No.</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Bid Security Amount</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td><b>Last-mile Connectivity for 270 CICs and other Government Agencies and Supply and Installation of Computers, Equipment and Solar Plant for 170 CICs</b></td> <td><b>2% of total bid price in bank guarantee format or 6% in insurance format</b></td> </tr> </tbody> </table>	No.	Description	Bid Security Amount	1	<b>Last-mile Connectivity for 270 CICs and other Government Agencies and Supply and Installation of Computers, Equipment and Solar Plant for 170 CICs</b>	<b>2% of total bid price in bank guarantee format or 6% in insurance format</b>
No.	Description	Bid Security Amount					
1	<b>Last-mile Connectivity for 270 CICs and other Government Agencies and Supply and Installation of Computers, Equipment and Solar Plant for 170 CICs</b>	<b>2% of total bid price in bank guarantee format or 6% in insurance format</b>					
ITB 1.2(a)	<p>Electronic Procurement <b>shall not</b> be applicable to this procurement.</p> <p>The Purchaser shall use the following electronic-procurement system to manage this procurement process: <b>Not applicable</b></p> <p>The electronic-procurement system shall be used to manage the following aspects of the Procurement process: <b>Not applicable</b></p>						
ITB 1.3	The Intended Completion Date is <b>6 Months</b>						
ITB 2.1	<p>The Borrower is: <b>Government of the Republic of Ghana represented by Ministry of Communication, Digital Technology and Innovation.</b></p> <p>Loan or Financing Agreement amount: <b>US\$100 Million</b></p> <p>The name of the Project is: <b>Ghana Digital Accelerated Project (GDAP)</b></p>						
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: <b>Three (3)</b>						
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .						

	<b>B. Contents of Bidding Document</b>
<b>ITB 8.1</b>	<p>For <b>Clarification of Bid purposes</b> only, the Employer's address is:</p> <p><b>The Chief Director</b>  <b>Attention: Project Coordinator</b>  <b>Ministry of Communication, Digital Technology and Innovation GDAP Project</b>  <b>Fifth Floor, Rooms 38/39</b>  <b>Ministry of Communications and Digitalisation Building</b>  <b>Abdul Diouf Street, Ridge,</b>  <b>Accra Ghana</b></p> <p>Digital Address: <b>GA-079-0539</b></p> <p>Electronic mail address: <a href="mailto:pcu.gdap@moc.gov.gh">pcu.gdap@moc.gov.gh</a>;</p> <p>Requests for clarification should be received by the Employer no later than: <b>21 days</b> prior to bid submission deadline.</p> <p>Web page: <a href="http://www.moc.gov.gh">www.moc.gov.gh</a>;</p>
	<b>C. Preparation of Bids</b>
<b>ITB 11.1</b>	<p>The language of the Bid is: <b>English</b></p> <p>All correspondence exchange shall be in <b>English</b> language.</p> <p>Language for translation of supporting documents and printed literature is <b>English</b></p>

<b>ITB 12.2 (h)</b>	<p>The Bidder shall submit the following additional documents in the Technical Part of its Bid:</p> <p><b>Code of Conduct for Service Provider’s Personnel</b></p> <p>The Bidder shall submit its Code of Conduct that will apply to the Service Provider’s Personnel (as defined in GCC Sub- Clause 1.1) employed for the execution of Services (defined in GCC Sub- Clause 1.1) at the locations in the Employer’s country where the Services are required, to ensure compliance with the Service Provider’s Environmental and/or Social, as applicable, obligations under the Contract. 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><b>Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks</b></p> <p>The Proposer shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:</p> <ul style="list-style-type: none"> <li>• Occupational Health and Safety (OHS) Risks (OHS Management Plan, Emergency Response Plan, Site Safety and Traffic Management Plan)</li> <li>• Community Health and Safety (CHS) Risks (Community Health and Safety Plan, Traffic and Access Management Plan, and Public Safety Awareness Plan)</li> <li>• Labor Management and Working Conditions (Labor Management Plan (LMP) and Worker Grievance Redress Mechanism (W-GRM) procedure)</li> <li>• Sexual Exploitation and Abuse and Harassment (SEA/SH), and Gender-Based Violence (GBV) Risks (SEA/SH Action and Response Plan, Code of Conduct Implementation Plan, and Worker Induction &amp; Awareness Program)</li> <li>• Environmental Pollution and Waste Management (Waste and E-Waste Management Plan, Pollution Prevention and Control Plan, and Hazardous Materials Management Plan);</li> <li>• Resource Efficiency and Climate Risks (Resource Efficiency and Climate Management Plan, Energy Efficiency Implementation Strategy)</li> <li>• Stakeholder Engagement and Grievance Management (Stakeholder Engagement and Communication Plan (SECP) and Community Grievance Redress Integration Plan)</li> <li>• Biodiversity, Land Use, and Site Sensitivity (Biodiversity and Land Use Protection Plan)</li> </ul>
<b>ITB 12.3 (d)</b>	<p>The Bidder shall submit the following additional documents in the Financial Part of its Bid: <b>Not Applicable</b></p>

ITB 14.1	Alternative Bids <b>shall not be</b> considered.
ITB 14.2	Alternative times for completion <b>shall not be</b> permitted
ITB 14.3	Alternative technical solutions shall be permitted for the following parts of the Services: <b>None</b>
ITB 15.7	The prices quoted by the Bidder <b>shall not</b> be subject to adjustment during the performance of the Contract.
ITB 16.1	The Bidder <b>is</b> required to quote in the currency of the Employer's Country the portion of the Bid price that corresponds to expenditures incurred in that currency.
ITB 18.4	Prequalification <b>has not</b> been undertaken.
ITB 19.1	The Bid shall be valid until: <b>31<sup>st</sup> October, 2026</b>
ITB 19.3 (a)	The Bid price shall be adjusted by the following factor(s): <b>Not Applicable</b>
ITB 20.1	A Bid Security <b>shall be</b> required. 2% of the Bid price in Bank guarantee format or 6% in insurance bond and should be <b>valid till 28<sup>th</sup> November, 2026</b>
ITB 20.3 (d)	Other types of acceptable securities: <b>Not Applicable</b>
ITB 20.9	If the Bidder performs any of the actions prescribed in ITB 20.9 (a) or (b), the Borrower will declare the Bidder ineligible to be awarded a contract by the Employer for a period of ..... years starting from the date the Bidder performs any of the actions. <b>Not Applicable</b>
ITB 21.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <b>Signed Power of Attorney</b>
	<b>D. Submission of Bids</b>
ITB 22.1	In addition to the original of the Bid, the number of copies is: <ul style="list-style-type: none"> <li>• One original and Four (4) hard copies plus a searchable pdf file on a USB flash memory drive</li> </ul>
ITB 23.1	For <b><u>Bid submission purposes</u></b> only, the Employer's address is: <b>The Chief Director</b> Attention: <b>Project Coordinator</b> <b>Ministry of Communication, Digital Technology and Innovations</b>

	<p><b>GDAP Project Conference Room 6th Floor</b></p> <p><b>Ministry of Communication, Digital Technology and Innovations Building Abdul Diouf Street, Ridge, Accra Ghana</b></p> <p>Digital Address: <b>GA-079-0539</b></p>
<b>ITB 23.1</b>	<p><b>The deadline for Bid submission is:</b></p> <p>Date: <b>3<sup>rd</sup> July, 2026</b></p> <p>Time: <b>10:00 GMT.</b></p> <p>Bidders <b>shall not</b> have the option of submitting their Bids electronically.</p>
<b>E. Public Opening of Technical Parts of Bids</b>	
<b>ITB 26.1</b>	<p>The Bid opening shall take place at:</p> <p>Street Address: <b>Ministry of Communication, Digital Technology and Innovations Building, Abdul Diouf Street, near Kofi Annan ICT Center for Excellence</b></p> <p>Floor/ Room number: <b>6<sup>th</sup> Floor, Conference Room</b></p> <p>City: <b>Accra</b></p> <p>Country: <b>Ghana</b></p> <p>Date: <b>3<sup>rd</sup> July, 2026</b></p> <p>Time: <b>10:00 GMT</b></p>
<b>ITB 26.1</b>	The electronic Bid opening procedures shall be: <b>Not Applicable</b>
<b>ITB 26.6</b>	<p>The Letter of Bid – Technical Part and the sealed envelope marked “SECOND ENVELOPE: FINANCIAL PART” <i>shall</i> be initialed by representatives of the Employer conducting Bid opening.</p> <p><b>Each Bid shall be initialed by a minimum of three (3) MoCDTI representatives and all bids shall be numbered.</b></p>
<b>G. Evaluation of Technical Part of Bids</b>	
<b>ITB 31.2</b>	The weighting to be given for Rated Criteria (including technical and non-price factors) is: <b>70%</b>

The technical factors (and sub-factors if any), which for purposes of this document carry the same meaning as Rated Criteria, and the corresponding weight out of 100% are:

<b>TECHNICAL EVALUATION CRITERIA</b>	<b>3</b>
	<b>Points</b>
	<b>Importance Weighting on scale of 1-5</b>
<b>Vendor Experience (10%)</b>	
General experience	5
Specific experience in similar project and environment.	5
<b>Proposed Technical Solution (40%)</b>	
Infrastructure Footprint in the country (fiber, microwave, cell sites, data centers, etc)	3
Existing Providers Network Architecture to support the delivery of this service	3
Overall Proposed Solution Architecture for this project	3
Core Network Architecture for this Project	3
Proposed Backhaul and Transport Network Architecture for this Project	3
Proposed security Architecture for this Project	3
Network Segregation Capabilities	3
Proposed QoS Plan	3
Proposed Last-mile Design	3
Integration plan with existing government Infrastructure (Data Centers and Network)	4
Internet Connectivity Solution	3
Proposed Solar design	3
Proposed CIC Network Design	3
<b>Equipment (15%)</b>	
Desktop Computer	3
Smart TV	1
Network Switch	2
All-in-1 Printer	1
WiFi Access Point	2
12U Rack	1
Solar Power Infrastructure	3
Disability Accessibility Compliance of Equipment	2
<b>Methodology (10%)</b>	
Proposed Methodology	3

Workplan	2
Risk Management Plan	2
Environmental and Social Management Plan	1
Testin and Quality Assurance Plan	1
Documentation, Training and Knowledge Transfer	1
<b>Operations and Maintenance (10%)</b>	
Overall Operations and Maintenance Plan	2
Service Level Agreement Plan	2
User Support and Feedback Management Plan	2
User Network Monitoring Portal (Provisioned for Customer)	2
Proposed Performance Reporting	2
<b>Key Staff (15%)</b>	
Project Manager / Lead	3
Telecom Operations and Maintenance Specialist	2
Telecom / Network Solution Architect	3
Network Security Specialist	2
Quality Assurance Specialist	3
Environment, Health, Social and Safety Specialist	2

The number of points to be assigned to each of the above positions (**key staff**) shall be determined considering the following three sub-criteria and relevant percentage weights.

<b>Sub-criteria</b>	<b>% Weight</b>
1) General qualification (general education, training, and member of a professional body)	20%
2) Adequacy for the Assignment (relevant training, and total working experience in years in the sector/ Similar Assignments)	70%
3) Relevant experience in the region (working conditions, fluency in local language and similar environment)	10%

**The minimum Technical score (St) required to pass is: 80%**

**H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts**

**ITB 32.5**

The Letter of Bid – Financial Part and Priced Activity Schedule shall be initialed by three (3) representatives of the Employer conducting Bid opening.

**Each Financial Part of Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Employer, etc.**

<b>I. Evaluation of Financial Part of Bids</b>	
<b>ITB 36.1</b>	<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: <b>Not Applicable</b></p> <p>The source of exchange rate shall be: <b>Not Applicable</b></p> <p>The date for the exchange rate shall be: <b>Not Applicable</b></p>
<b>J. Evaluation of Combined Technical and Financial Parts and Most Advantageous Bid</b>	
<b>ITB 38.1</b>	The weight to be given for cost is: <b>30%</b>
<b>K. Award of Contract</b>	
<b>ITB 47</b>	<p>The Adjudicator proposed by the Employer is <b>Allen Stanley-Marbel</b>. The hourly fee for this proposed Adjudicator shall be <b>GHC1,000.00</b>.</p> <p>The biographical data of the proposed Adjudicator is as follows: <b>To be inserted.</b></p>
<b>ITB 48.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the “<a href="#">Procurement Regulations for IPF Borrowers</a> (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p style="text-align: center;"><b>For the attention: Chief Director</b></p> <p style="text-align: center;"><b>Address: Ministry of Communication, Digital Technology and Innovation</b></p> <p style="text-align: center;"><b>GDAP Project5th Floor, Room 38 Ministry of Communications and Digitalisation Building Abdul Diouf Street, Ridge, Accra-Ghana</b></p> <p>Digital Address: <b>GA-079-0539</b></p> <p>Email address: <a href="mailto:pcu.gdap@moc.gov.gh">pcu.gdap@moc.gov.gh</a>;</p> <p>A copy of the complaint can be sent for the Bank’s information and monitoring to: <a href="mailto:pprocurementcomplaints@worldbank.org">pprocurementcomplaints@worldbank.org</a></p>

	<p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"><li data-bbox="446 283 966 325">1. the terms of the Bidding Documents;</li><li data-bbox="446 336 1356 409">2. the Employer's decision to exclude a Bidder from the procurement process prior to the award of contract; and</li><li data-bbox="446 420 1096 462">3. the Employer's decision to award the contract.</li></ol>
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## **Section III - Evaluation and Qualification Criteria**

This section contains the criteria that the Employer shall use to evaluate Bids and qualify Bidders. No other factor methods or criteria shall be used other than specified in this bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

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## 1. Qualification

If the Employer has not undertaken prequalification of potential Bidders, all Bidders shall include the following information and documents with their Bids:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of Services performed for each of the last five years;
- (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to the Employer to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;
- (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price;
- (k) if required by the Employer, Environmental and Social (ES) past performance declaration (see below at the end of this section); and
- (l) Bidders shall include with their bids the Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration, using the form in Section IV.

Bids submitted by a joint venture of two or more firms as members shall comply with the following requirements, unless otherwise stated **below**:

- (a) the Bid shall include all the information listed above for each joint venture member;
- (b) the Bid shall be signed so as to be legally binding on all members;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture members defining the division of assignments to each member and establishing that all members shall be jointly and severally liable for the execution of the Contract in accordance with

the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed agreement;

- (d) one of the members shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount specified **below**;
- (b) experience as service provider in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) as specified **below**;
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed **in below**;
- (d) Suitably qualified key personnel specified below and other key personnel that the Bidder considers appropriate to perform the Services; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified **below**.

A consistent history of litigation or arbitration awards against the Bidder or any member of a Joint Venture may result in disqualification.

At the time of Contract award, successful Bidder (including each member of a JV) shall not be subject to disqualification by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.

### **Qualification Requirements**

<b>Joint Ventures</b>	<p>The information needed for Bids submitted by joint ventures is as follows:</p> <p>An Existing JV Agreement or MOU indicating an Intention to form a JV upon award of the contract.</p> <p>All joint members shall be jointly and severally liable for the Implementation of the Service Contract.</p>
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	The figures for each of the members of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of annual volume, experience, and liquidity; however, for a joint venture to qualify the member in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other members at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid.
<b>Annual Volume</b>	The minimum required annual volume of Services for the successful Bidder in any of the last five years shall be: <b>US\$10 million</b>
<b>Experience</b>	<p>The proposed bidder should have a general experience of being in the telecom business over the past 5 years providing enterprise network solutions. The vendor should also have an ISP license or terrestrial fibre license. Must hold an unexpired nationwide terrestrial fibre license granted by the National Communications Authority. In case of renewal, the bidder must submit evidence of renewal application; i.e. an official receipt.</p> <p>The prospective Bidder should have specific experience to show he has successfully completed at least <b>two (2)</b> contracts within the last five (5) years prior to proposal submission deadline, each with a value of at least <b>USD5Million</b>, that have been successfully and substantially completed and that are similar in nature and complexity to the proposed solution. Similar should include the design, deployment, management and maintenance enterprise network solution which includes Wide Area Network of at least 50 sites. The vendor should also have experience in providing network solutions using IRU model.</p>
<b>Essential Equipment</b>	The essential equipment to be made available for the Contract by the successful Bidder shall be: <b>Not Applicable</b>
<b>Key Personnel</b>	<p><b>Project Lead</b> : Minimum 10 years' experience in networking and telecommunication systems. Responsible for overall project coordination, stakeholder engagement, and monitoring project progress.</p> <ul style="list-style-type: none"> <li>• At least Master's degree in Telecommunication Engineering/Engineering Management/Project Management and other related field.</li> <li>• Should be a certified and practicing Project Manager with a proven track record of having deployed at least two similar projects in scope and price.</li> <li>• Proven track record in managing similar projects within Ghana/Africa.</li> <li>• Strong communication, organizational and problem-solving skills</li> <li>• A member of a recognized professional body.</li> <li>• Must have an expertise in project Management.</li> <li>• Demonstrated experience of leading cross-functional teams</li> </ul>

	<p><b><i>Telecom Operations and Maintenance Specialist:</i></b> Minimum 7 years' experience in O&amp;M of large network project.</p> <ul style="list-style-type: none"> <li>• At least Master's degree in Telecommunication Engineering/Engineering Management/Project Management and other related field.</li> <li>• Strong communication, organizational and problem solving skills</li> <li>• Experience and knowledge of Service Level Agreement (SLA) structure and its</li> <li>• Proven track record in managing similar projects within Ghana/Africa.</li> <li>• A member of a recognized professional body.</li> <li>• Experience in developing specifications to suit programmatic needs</li> <li>• Demonstrated experience in telecom installations and training</li> <li>• Must have an expertise in project Management</li> <li>• Demonstrated experience of leading cross-functional teams</li> </ul> <p><b><i>Telecom / Network Specialist:</i></b> Minimum 7 years' experience in network connectivity.</p> <ul style="list-style-type: none"> <li>• At least Master's degree in Telecommunication Engineering/Engineering Management/Project Management and other related field.</li> <li>• Should have good experience in enterprise network design solutions. The experience should span on network planning, capacity management, fiber and microwave design. He should also have experience in network optimization. The experience should cut across core, backbone and access network.</li> <li>• Proven track record in managing similar projects within Ghana/Africa.</li> <li>• A member of a recognized professional body.</li> <li>• Must have an expertise in project Management</li> </ul> <p><b><i>Quality Assurance Specialist :</i></b> Bachelor's Degree: Often required in fields such as Computer Science, Information Technology, Engineering, Life Sciences, Business Administration, or a related discipline.</p> <ul style="list-style-type: none"> <li>• QA Experience: Typically, 5 - 7 years of experience in quality assurance, quality control, or a related field. Experience with specific QA methodologies and tools relevant to the industry is often required</li> <li>• Certified Quality Engineer (CQE)</li> <li>• Certified Software Quality Analyst (CSQA): For those in the software industry.</li> <li>• Testing Skills: Proficiency in manual and automated testing techniques, test case creation, and execution.</li> </ul>
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	<ul style="list-style-type: none"> <li>• Communication Skills: Excellent verbal and written communication skills for clear reporting and collaboration with team members and stakeholders.</li> <li>• Documentation Skills: Proficiency in creating and maintaining detailed documentation for test plans, test cases, and defect reports.</li> </ul> <p><b><i>Environment, Health, Social and Safety Specialist:</i></b></p> <ul style="list-style-type: none"> <li>• Minimum of 8 years of progressive experience in managing environmental, social, health, and safety (ESHS) risks and impacts, with a proven track record in development projects across Ghana and/or Africa.</li> <li>• Advanced degree (Master’s or higher) in Environmental Science, Social Development, Environmental Engineering, Occupational Health &amp; Safety, or a related discipline.</li> <li>• Demonstrated expertise in identifying, assessing, and managing environmental and social aspects and concerns associated with infrastructure development, ICT deployment, construction/rehabilitation works, and the delivery of public or social services.</li> <li>• Practical experience in preparing and implementing guidelines, frameworks, and monitoring systems for environmental and social safeguards, including those related to land acquisition, restrictions on land use, and involuntary resettlement</li> <li>• Extensive experience in the application of international safeguards policies and standards, particularly the World Bank Environmental and Social Framework (ESF), IFC Performance Standards, and AfDB or other development partner safeguards, in the planning and execution of donor-funded projects.</li> <li>• Hands-on involvement in the design and operationalization of Environmental and Social Management Plans (ESMPs), Environmental and Social Impact Assessments (ESIAs), Grievance Redress Mechanisms (GRMs), SEA/SH Action Plans, and Labor Management Procedures (LMPs).</li> <li>• Proven capacity to work with development financiers and multilateral agencies, ensuring compliance with safeguards commitments, financing covenants, and Environmental and Social Commitment Plans and Frameworks.</li> <li>• Strong background in capacity building, stakeholder engagement, and training of implementing agencies, contractors, and community representatives to strengthen safeguards compliance and ownership.</li> <li>• Membership of a recognized professional body (e.g., ISEP, IOSH, IEMA(ISEP), or equivalent), with evidence of continuous professional development in environmental and social risk management.</li> </ul>
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<b>Liquid Assets</b>	The minimum amount of liquid assets and/or credit facilities net of other contract commitments of the successful Bidder shall be: <b>US\$3million.</b>
<b>Subcontractors</b>	Subcontractors' experience <b>shall not</b> be taken into account.

The figures for each of the members of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of (a), (b) and (e); however, for a joint venture to qualify the member in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other members at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid.

Subcontractors' experience and resources **will not be taken** into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise stated in the Qualification Requirements above.

### **Declaration: Environmental and Social (ES) past performance**

The Bidder ( if joint venture, each member of a joint venture) shall declare, using the form in Section IV, any contract that has been suspended or terminated and/or performance security called by an employer, in the past five years, for reasons of breach of environmental or social (including Sexual Exploitation and Abuse) contractual obligations. The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

## **2. Evaluation of Technical Proposal**

Assessment of adequacy of Technical Proposal with Requirements in accordance with ITB 31.1:

Requirement as provided for in Part II – Purchaser’s Requirement in this document.

The Rated Criteria (including technical and non-price factors, and sub factors if any) to be evaluated and the scores to be given to each factor and sub factor are specified in the BDS ITB 31.2. is 70%.

### **Technical Proposal Scoring Methodology**

For Clarity, the quality of the bid with regard to each of the specification requirements will be rated as follows:

The importance of each of the technical feature to be rated on a scale of 1-3 as demonstrated in the table below;

Actual score to be given based on assessment of Bidders proposals meeting the requirement to be rated from 0 to 4 as below;

0 = Absent or Unacceptable : Required feature is absent; no relevant information to demonstrate how the requirement is met

1 = Poor : Required feature present with deficiencies such as insufficient or information that lacks clarity

2 = Fair : Sufficient information to demonstrate how the requirement will be met

3 = Good : Sufficient information to demonstrate that the requirement will be marginally exceeded

4 = Excellent : Sufficient information that significantly exceed the requirement/proposal contributes to significant value addition

For each sub-criteria, the evaluation team will calculate a score by multiplying the average quality rating number times by the importance rating number

The product of these two numbers will be entered in the final column by the evaluators and will be totaled

Each bidders score will be a proportion of the maximum obtained score (428). The minimum technical score for a bid to be considered further is **80%**

1	2		3	4	5
Item No.	TECHNICAL EVALUATION CRITERIA		Points		
			Importance Weighting on scale of 1-5	Rating of Proposed System on scale of 0-4	Sub-total (weighting x rating)
<b>Vendor Experience (10%)</b>					
1	Relevant Vendor Experience	General experience	5	3	3.75
		Specific experience in similar project and environment.	5	2	2.5
<b>Proposed Technical Solution (40%)</b>					
2	Proposed Technical Solution	Infrastructure Footprint in the country (fiber, microwave, cell sites, data centers, etc)	3		0
		Existing Providers Network Architecture to support the delivery of this service	3		0
		Overall Proposed Solution Architecture for this project	3		0
		Core Network Architecture for this Project	3		0
		Proposed Backhaul and Transport Network Architecture for this Project	3		0
		Proposed security Architecture for this Project	3		0
		Network Segregation Capabilities	3		0
		Proposed QoS Plan	3		0
		Proposed Last-mile Design	3		0
		Integration plan with existing government Infrastructure (Data Centers and Network)	4		0
		Internet Connectivity Solution	3		0
		Proposed Solar design	3		0
		Proposed CIC Network Design	3		0
<b>Equipment (15%)</b>					
3	CIC Equipment Supply	Desktop Computer	3		0
		Smart TV	1		0
		Network Switch	2		0
		All-in-1 Printer	1		0
		WiFi Access Point	2		0
		12U Rack	1		0
		Solar Power Infrastructure	3		0
		Disability Accessibility Compliance of Equipment	2		0
<b>Methodology (10%)</b>					
4	Project Approach and Methodology	Proposed Methodology	3		0
		Workplan	2		0
		Risk Management Plan	2		0
		Environmental and Social Management Plan	1		0

		Testin and Quality Assurance Plan	1		0
		Documentation, Training and Knowledge Transfer	1		0
<b>Operations &amp; Maintenance (10%)</b>					
5	Operations & Maintenance	Overall Operations and Maintenance Plan	2		0
		Service Level Agreement Plan	2		0
		User Support and Feedback Management Plan	2		0
		User Network Monitoring Portal (Provisioned for Customer)	2		0
		Proposed Performance Reporting	2		0
<b>Key Staff (15%)</b>					
6	Qualification and Experience of Key Staff	Project Manager / Lead	3		0
		Telecom Operations and Maintenance Specialist	2		0
		Telecom / Network Solution Architect	3		0
		Network Security Specialist	2		0
		Quality Assurance Specialist	3		0
		Environment, Health, Social and Safety Specialist	2		0

The score for each sub- factor (i) within a factor (j) will be combined with the scores of sub-factors in *the* same factor as a weighted sum to form the Factor Technical Score using the following formula:

$$S_j \equiv \sum_{i=1}^k t_{ji} * w_{ji}$$

where:

$t_{ji}$  = the technical score for sub- factor “i” in factor “j”,

$w_{ji}$  = the weight of sub- factor “i” in factor “j”,

$k$  = the number of scored sub-factors in factor “j”, and

$$\sum_{i=1}^k w_{ji} = 1$$

The Factor *Technical* Scores will be combined in a weighted sum to form the total Technical Proposal Score using the following formula:

$$T \equiv \sum_{j=1}^n S_j * W_j$$

where:

$S_j$  = the Factor Technical Score of factor “j”,

$W_j$  = the weight of factor “j” as specified **in the BDS**,

$n$  = the number of Factors, and

$$\sum_{j=1}^n W_j = 1$$

### Alternative Technical Solutions for specified parts of the Works

If permitted under ITB 14, will be evaluated as follows: **Not Applicable**

## 3. Financial Evaluation

### Criteria for Financial Evaluation

In addition to the criteria listed in ITB 35.1 (a) – (e) the following criteria shall apply: **Not Applicable**

## 4. Combined Evaluation

The Employer will evaluate and compare the Bids that have been determined to be substantially responsive.

An Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the evaluated cost and the technical merits of each Bid:

$$B \equiv \frac{C_{low}}{C} * X * 100 + \frac{T}{T_{high}} * (1 - X) * 100$$

Where:

$C$  = Evaluated Bid Cost

$C_{low}$  = the lowest of all Evaluated Bid Costs among responsive Bids

$T$  = the total Technical Score awarded to the Bid

$T_{high}$  = the Technical Score achieved by the Bid that was scored best among all responsive Bids

$X$  = weight for Cost as specified **in the BDS**

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid provided the Bidder is qualified to perform the Contract.

## 5. Multiple Contracts – Not Applicable

**Cross discounts for award of multiple lots will not be considered.**

## Section IV- Bidding Forms

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**Price Schedules for Goods and Related Services**

**Manufacturer Authorization**

## Letter of Bid -Technical Part

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

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

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

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

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

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

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

- (a) the Technical Part, and
- (b) the Financial Part

In submitting our Bid, we make the following declarations:

To: *[insert complete name of Employer]*

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 9;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's country in accordance with ITB 4.7;
- (d) **Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (iii) below and delete the others].*

We *[where JV, insert: "including any of our JV members"]*, and 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. An arbitral award on the disqualification case has been made in our favor.]
- (e) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the bidding document of the following: [*insert a brief description of the Non-Consulting Services*];
- (f) **Bid Validity Period:** Our Bid shall be valid until [*insert day, month and year in accordance with ITB 19.1*], and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (h) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 14;
- (i) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (j) **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.6*];
- (k) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (m) **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.

## **Appendix to Technical Part**

The Bidder shall complete as appropriate and attach to the Letter of Bid-Technical Part, relevant documents, including the following, to demonstrate its qualifications and technical capacity to mobilize relevant resources for the contract, consistent with its proposal regarding work methods, scheduling etc., and fully in accordance with the requirements stipulated in Section VII, Employer's Requirements:

1. Bidder's qualifications;
2. Description of the Services, including demonstrating that the services will meet or exceed any specified performance requirements;
3. Method Statement;
4. Code of Conduct; and
5. Work Plan.

## Bidder Information Form

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

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

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

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

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>
<p>6. Bidder's Authorized Representative Information</p> <p style="margin-left: 20px;">Name: <i>[insert Authorized Representative's name]</i></p> <p style="margin-left: 20px;">Address: <i>[insert Authorized Representative's Address]</i></p> <p style="margin-left: 20px;">Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i></p> <p style="margin-left: 20px;">Email Address: <i>[insert Authorized Representative's email address]</i></p>
<p>7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i></p> <p><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.</p> <p><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.</p> <p><input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:</p> <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not under the supervision of the agency of the Employer</li> </ul>
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i>

## Bidder's JV Members Information Form

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

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

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

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name: <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> <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 Employer, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[The successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

## Qualification Information

- 1. Individual Bidders or Individual Members of Joint Ventures**
- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*  
Principal place of business: *[insert]*  
Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified **in the BDS**: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below.

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer to GCC Clause 4.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			

(b)

- 1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 3.5.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

- 1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 4.
- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.
- 1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

- 1.11 Statement of compliance with the requirements of ITB 4.2.
- 1.12 Environmental and Social (ES) performance declaration, if required, and Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration, using the forms included in this Section IV.
- 1.13 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding document.

## 2. Joint Ventures

- 2.1 The information listed in 1.1 - 1.12 above shall be provided for each member of the joint venture (and each subcontractor for the SEA/SH declaration).
- 2.2 The information in 1.13 above shall be provided for the joint venture.

- 2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
  - 2.4 Attach the Agreement among all members of the joint venture (and which is legally binding on all members), which shows that
    - (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
    - (b) one of the members will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
    - (c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.
- 3. Additional Requirements**
- 3.1 Bidders should provide any additional information required **in the BDS.**

## Environmental and Social Performance Declaration

***[Note to the Employer: Include this form if applicable in accordance with Section III]***

*[The following table shall be filled in for the Bidder and each member of a Joint Venture]*

Bidder's Name: *[insert full name]*  
 Date: *[insert day, month, year]*  
 Joint Venture Member's Name: *[insert full name]*  
 RFB No. and title: *[insert RFB number and title]*  
 Page *[insert page number]* of *[insert total number]* pages

Environmental and Social Performance Declaration			
<input type="checkbox"/> <b>No suspension or termination of contract:</b> An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental or Social (ES) performance, in the past five years.			
<input type="checkbox"/> <b>Declaration of suspension or termination of contract:</b> The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Social (ES) performance, in the past five years. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. gender-based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...

<b>Performance Security called by an employer(s) for reasons related to ES performance</b>		
<b>Year</b>	<b>Contract Identification</b>	<b>Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)</b>
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. gender-based violence; sexual exploitation, or sexual abuse breaches]</i>	<i>[insert amount]</i>

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

*[The following table shall be filled in for 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

<b>SEA and/or SH Declaration</b>
<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. An arbitral award on the disqualification case has been made in our favor.</p>
<p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>

## **Services**

The Bidder shall submit documentary evidence to demonstrate that the Services to be provided will meet or exceed the technical specifications and standards specified in Section VII, Employer's Requirements, including any specified performance requirements.

## Method Statement

The Bidder shall submit its method statement for the Services to be provided.

*[Note to the Employer: Include the following if applicable in accordance with the Bid Data Sheet 12.1 (h); modify as appropriate]*

*The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 12.1 (h) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Service Provider, and its Subcontractors.*

*In developing these strategies and plans, the Bidder shall have regard to the ES provisions of the contract including those as may be more fully described in the Employer's Requirements in Section VII.]*

*[In addition to submitting the **required** ES Management Strategies and Implementation Plans, the Bidder shall provide its proposal to demonstrate how additional sustainable procurement requirements, if any, specified in Section VII- Employer's Requirements would be addressed. The Bidder shall also provide its proposal, if any, for exceeding the sustainable procurement requirements]*

*[Note to the Bidder: If required, also include proposed method statement to manage cyber security risks.]*

## Code of Conduct for Service Provider's Personnel Form (ES)

**Note to the Employer:**

*The following minimum requirements shall not be modified. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.*

*Delete this Box prior to issuance of the bidding documents.*

**Note to the Bidder:**

**The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified.** However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

### CODE OF CONDUCT FOR SERVICE PROVIDER'S PERSONNEL

We are the Service Provider, [enter name of Service Provider]. We have signed a contract with [enter name of Employer] for [enter description of the Services]. The Services will be carried out at [enter the locations in the Employer's country where the Services are required, as applicable]. Our contract requires us to implement measures to address *environmental and social risks* [ **Note to Employer:** *depending on the nature of the contract and assessed risks, this may be replaced with social risks*], related to the Services.

This Code of Conduct is part of our measures to deal with environmental and social risks [ **Note to Employer:** *depending on the nature of the contract and assessed risks, this may be replaced with social risks*] related to the Services.

All personnel that we utilize in the execution of the Services, including the staff, labor and other employees of us and each Subcontractor, and any other personnel assisting us in the execution of the Services, are referred to as Service Provider's Personnel.

This Code of Conduct identifies the behavior that we require from the Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

## REQUIRED CONDUCT

Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Service Provider's Personnel and any other person;
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment;
  - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
  - d. following applicable emergency operating procedures.
4. follow site-specific Occupational health & safety (OHS) plans, participate in toolbox talks, and report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Service Provider's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in any form of gender-based violence (GBV), which includes physical, sexual, psychological, or economic harm or threats thereof, directed at an individual based on their gender or disproportionately affecting individuals of a particular gender
9. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
10. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
11. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse, and Sexual Harassment (SH);
12. adhere to waste management protocols, ensure safe disposal of e-waste, conserve energy and resources, and prevent pollution;
13. respect local customs, traditions, and norms when engaging with communities;

14. report violations of this Code of Conduct; and
15. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of applicable grievance mechanism for Service Provider's Personnel or the project's Grievance Redress Mechanism.

### **RAISING CONCERNS**

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the individual, with relevant experience, designated by the Service provider to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Service Provider's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

### **CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

Any violation of this Code of Conduct by the Service Provider's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

#### **FOR SERVICE PROVIDER'S PERSONNEL:**

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Service Provider's contact person(s) with relevant experience*] requesting an explanation.

Name of Service Provider's Personnel: [insert name]

Signature:

\_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Service Provider:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**ATTACHMENT 1: Behaviors constituting SEA and behaviors constituting SH, and GBV**

## ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

### BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors.

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- A Service Provider's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Service Provider's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Service Provider's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Service Provider's Personnel denies a person access to the locations where the Services are executed unless he/she performs a sexual favor.
- A Service Provider's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

- A Service Provider's Personnel comment on the appearance of another Service Provider's Personnel (either positive or negative) and sexual desirability.
- When a Service Provider's Personnel complains about comments made by another Service Provider's Personnel on his/her appearance, the other Service Provider's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Service Provider's Personnel or Employer's Personnel by another Service Provider's Personnel.
- A Service Provider's Personnel tells another Service Provider's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

(3) **Examples of Gender-Based Violence (GBV) in a work context**

- Physical violence such as hitting, slapping, choking, or using weapons against an individual based on their gender.
- Sexual violence including coercion, attempted rape, or rape.
- Psychological or emotional abuse, including intimidation, humiliation, threats, or controlling behaviors aimed at restricting an individual's autonomy.
- Economic abuse, such as withholding wages, denying access to resources, or controlling financial decisions as a means of power.
- Any harmful practice or threat thereof that disproportionately affects individuals of a particular gender, including forced labour or denial of employment opportunities/professional promotions

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## **Work Plan**

**Others - Time Schedule – Not Applicable**  
*(to be used by Bidder when alternative Time for Completion is invited in ITB 14.2)*

## **Form of Bid Security (Bank Guarantee)**

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

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

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

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Bidder's Letter of Bid, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful

Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

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

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

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*[Signature(s)]*

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

## Form of Bid Security (Bid Bond)

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

BOND NO. \_\_\_\_\_

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Employer]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Employer]* as Obligee (hereinafter called “the Employer”) in the sum of *[amount of Bond]*<sup>1</sup> *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Employer dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, for the supply of *[name of Contract]* (hereinafter called the “Bid”).

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

- (a) withdraws its Bid prior to the Bid validity expiry date set forth in the Principal’s Letter of Bid, or any extended date provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Employer prior to the expiry date of the Bid validity or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Employer’s bidding document.

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

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

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

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_  
 Corporate Seal (where appropriate)

\_\_\_\_\_  
*(Signature)*  
*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*  
*(Printed name and title)*

<sup>1</sup> The amount of the Bond shall be denominated in the currency of the Employer’s Country or the equivalent amount in a freely convertible currency.

## Form of Bid-Securing Declaration – Not Applicable

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

Date: *[date (as day, month and year)]*

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

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

To: *[complete name of Employer]*

We, the undersigned, declare that:

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

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

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

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

Name of the Bidder\* \_\_\_\_\_

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

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\*.: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

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

## Letter of Bid - Financial Part

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

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

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

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

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

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

To: *[insert complete name of Employer]*

We, the undersigned, hereby submit the second part of our Bid, the Bid Price and Priced Activity Schedule. This accompanies the Letter of Bid- Technical Part.

In submitting our Bid, we make the following additional declarations:

- (a) **Bid Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 19.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;
- (b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is: *[Insert one of the options below as appropriate]*

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

Or

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

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

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

- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- (d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

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

**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

## **Appendix to Financial Part**

### **Schedule Forms**

*[The Bidder shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the Priced **Activity Schedules** shall coincide with the List of Non-Consulting Services specified in the Employer's Requirements.]*

### 1. Priced Activity Schedule

Currencies in accordance with ITB 16						
					Date: _____	
					RFB No: _____	
					Alternative No: _____	
					Page N° _____ of _____	
1	2	3	4	5	6	7
Service N°	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
<i>[insert number of the Service ]</i>	<i>[insert name of Services]</i>		<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units]</i>	<i>[insert unit price per unit]</i>	<i>[insert total price per unit]</i>
1	Mobilization		2 Weeks			
2a	Comprehensive site survey for all CIC sites and sites for connectivity		6 Weeks			
2b	Network Connectivity Design		8 Weeks			
2c	Equipment and Solar System Design (CIC)		8 Weeks			
2d	Design Submission and Employer Approval		10 Weeks			
3	Environmental and Regulatory Permit Acquisition		10 Weeks			
4a	Supply of ICT Equipment & Solar Infrastructure		12 Weeks			
4b	CIC Installation Works (ICT Equipment and Solar)		20 Weeks			
4c	Network Connectivity Deployment		25 Weeks			
5a	Integration of Solar into CIC Power System		22 Weeks			

5b	Integration of Network Connectivity into CIC's LAN System		25 Weeks			
5c	Preliminary Acceptance Test for Network Connectivity		25 Weeks			
5d	Final User Acceptance Test for CIC		26 Weeks			
6	Training & Knowledge Transfer		25 Weeks			
7	Project Closure - Operational Acceptance		27 Weeks			
<b>Total Bid Price</b>						

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

<b>Priced Activity Schedule</b>								
Currencies in accordance with ITB 16				Date: _____ RFB No: _____ Alternative No: _____ Page No. _____ of _____				
1	2	3	4	5	6	7	8	9
No.	Phase	Description of Services	Duration (From Contract Effectiveness)	Site / Site Code	Delivery (Proposer to specify in the Preliminary Project Plan)	Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
		Subsystem / Item						
1	Mobilization	Project kick-off & mobilization	1 Week	GIFEC				
		Inception & Detailed Workplan	2 Weeks	GIFEC				
		Stakeholder Engagement & Communication and Reporting Strategy	2 Weeks	GIFEC				
2	Site Survey and Detail Design	Comprehensive site survey for all CIC sites and sites for connectivity	6 Weeks	Sites				
		Network Connectivity Design	8 Weeks	GIFEC				
		Equipment and Solar System Design (CIC)	8 Weeks	GIFEC				
		Design Submission and Employer Approval	10 Weeks	GIFEC				
3	Environmental and Regulatory Permit Acquisition	Acquisition of all relevant environmental and regulatory permit acquisition prior to commencement of work (eg. EPA Environmental Permit, MMDA Developmental Permit, Right of Way, fire safety certificate, NCA, Radiation Protection, Water Use Permit) where applicable.	10 Weeks	Sites				
4	Supply and Install	Supply of ICT Equipment & Solar Infrastructure	12 Weeks	Sites				
		CIC Installation Works (ICT Equipment and Solar)	20 Weeks	Sites				
		Network Connectivity Deployment	25 Weeks	Sites				
5	Integration Testing and Commissioning	Integration of Solar into CIC Power System	22 Weeks	Sites				
		Integration of Network Connectivity into CIC's LAN System	25 Weeks	Sites				
		Preliminary Acceptance Test for Network Connectivity	25 Weeks	Sites				
		Final User Acceptance Test for CIC	26 Weeks	Sites				

**Priced Activity Schedule**

Currencies in accordance with ITB 16			Date: _____ RFB No: _____ Alternative No: _____ Page No. _____ of _____					
1	2	3	4	5	6	7	8	9
No.	Phase	Description of Services	Duration (From Contract Effectiveness)	Site / Site Code	Delivery (Proposer to specify in the Preliminary Project Plan)	Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
6	Training & Knowledge Transfer	Subsystem / Item Training	25 Weeks	Sites				
7	Project Closure	Operational Acceptance	27 Weeks	GIFEC				

## **2. Prices Schedules for Goods and Related Services to be supplied under Phase 2 of the Contract**

### **Preamble:**

The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in **Incoterms 2020**, published by the International Chamber of Commerce.

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 Employer. This shall not in any way limit the Employer's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

- (a) For Goods manufactured in the Employer's Country:**
  - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
  - (ii) any Employer's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
  - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Sites) specified Section VII- Employer's Requirements.
  
- (b) For Goods manufactured outside the Employer's Country, to be imported:**
  - (i) the price of the Goods, quoted CIP Tema, Ghana;
  - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from Tema, Ghana to their final destination (Project Sites) specified in Section VII- Employer's Requirements;
  
- (c) For Goods manufactured outside the Employer's Country, already imported:**
  - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
  - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
  - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
  - (iv) any Employer's Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and

- (v) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Sites) specified in Section VII- Employer's Requirements.
- (d) **for Related Services, other than inland transportation and other services required to convey the Goods to their final destination**, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

## Price Schedule: Goods Manufactured Outside the Employer’s Country, to be Imported

Currencies in accordance with ITB 16							Date: _____	RFB No: _____
							Alternative No: _____	Page N° _____ of _____
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP Tema	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Employer’s Country to convey the Goods to their final destination	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 Date]</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>
							Total Price	

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

## Price Schedule: Goods Manufactured Outside the Employer’s Country, already imported\*

Currencies in accordance with ITB 16										Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid	Custom Duties and Import Taxes paid per unit]	Unit Price net of custom duties and import taxes	Price per line item net of Custom Duties and Import Taxes paid	Price per line item for inland transportation and other services required in the Employer’s Country to convey the goods to their final destination,	Sales and other taxes paid or payable per item if Contract is awarded	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Employer’s Country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
Total Bid Price											

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

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

## Price Schedule: Goods Manufactured in the Employer’s Country

Currencies in accordance with ITB 16							Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Employer’s Country to convey the Goods to their final destination	Sales and other taxes payable per line item if Contract is awarded	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
<b>Total Price</b>								

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

## Price and Completion Schedule - Related Services

Currencies in accordance with ITB 16						
						Date: _____
						RFB No: _____
						Alternative No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Employer's Country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service ]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
<b>Total Price</b>						

## **Manufacturer's Authorization required for equipment to supplied not manufactured by the Vendor**

*[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 required.]*

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

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

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

To: *[insert complete name of Employer]*

### WHEREAS

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

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

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

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

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

Title: *[insert title]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## Section V - Eligible Countries

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

In reference to ITB 4.8, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8 (a) *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

Under ITB 4.8 (b) *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

## Section VI - Fraud and Corruption

(Section VI shall not be modified)

### 1. Purpose

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

### 2. Requirements

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

2.2 To this end, the Bank:

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

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

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

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

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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 II – Employer’s Requirement**

## Section VII - Activity Schedule

<b>No.</b>	<b>Description of Activities</b>	<b>Qty</b>
	<b>Last-mile Connectivity to Selected Unserved Areas and Rural Community Information Centers (CICs)</b>	
<b>1</b>	<b>Last-mile Connectivity for CICs and other Government Agencies (270 Sites)</b>	<b>Various</b>
<b>2</b>	<b>Supply and Installation of Computers, Equipment and Solar Plant For 170 CICs</b>	<b>Various</b>

## **Performance Specifications and Drawings**

### **LAST-MILE CONNECTIVITY TO SELECTED UNSERVED AREAS AND RURAL COMMUNITY INFORMATION CENTERS(CICs)**

#### **INTRODUCTION**

The Ghana Digital Acceleration Project (GDAP) activities seek to support a strong enabling environment for fast-tracked digitization by accelerating country-wide digital transformation, focusing on critical digital enablers that promote the digital economy and build on existing digital foundations. Complementary investments on the supply and demand sides of the digital economy will also be supported. Based on recommendations of previous assessments, including the Ghana Digital Economy Diagnostic, the project activities seek to support a strong enabling environment for fast tracked digitalization. The project will promote a shift in digital public services from service to life-event focused approach to enhance the Government’s digital capabilities. The project will further increase Ghana’s capacity to promote digital innovation and sector-wide digital transformation in selected strategic sector(s). Finally, the project will boost digital skills development and capability to increase Ghana’s digital talent base.

The Ghana Investment Fund for Electronic Communications (GIFEC) exist to provide Universal Access to the use of ICTs through digital inclusive projects. GIFEC among other roles is committed to ensuring voice and broadband connectivity to the last mile. This has been achieved over the years through projects like the Ghana Rural Telephony and Digital Inclusion Project (GRT&DIP) which seeks to connect 2,016 communities by the end of 2023 to voice and broadband services. Also, the Smart Communities Project, which is currently implemented in three (3) Regions: Western, Bono and Ahafo regions, provides thirty (34) Access Points of Internet Connection within the Communities in which the project is implemented.

Even with the implementation of these projects, the Internet penetration rate of Ghana currently stands at 53.0 percent of the total population. Meaning more efforts need to be put in, to connect the rest of the population as data plays an important role in the socio-economic life of individuals in recent times.

In view of this, the Ghana Digital Acceleration Project will serve as a complement to the existing projects of GIFEC by supporting the provision of affordable high-speed internet connection

especially to the unserved and underserved communities in Ghana. The project will make use of the existing infrastructure of GIFEC: The Community ICT Centers (CICs).

The objective of this subproject is to provide ICT connectivity to Community ICT Centers (CICs) in Ghana, enhancing digital access and promoting socio-economic development. The World Bank is initiating this project to support the government's efforts in bridging the digital divide and empowering local communities.

The project seeks to establish reliable and sustainable connectivity for about 270 government agencies including 170 Community ICT Centers across Ghana. Apart from the connectivity, the 170 CICs will also be equipped with computers, printers, WLAN, solar power, and related infrastructure required to ensure seamless access to digital services per the distribution in the table below.

<b>Item No.</b>	<b>Description of Goods</b>	<b>Quantity Per Site</b>	<b>Number of Sites</b>	<b>Total Quantity</b>
1	Desktop Computer	20	170	3400
2	Smart TV	1	170	170
3	Network Switch	1	170	170
4	All-in-1 Printer	1	170	170
5	Wi-Fi Access Point	2	170	340
6	12U Rack	1	170	170
7	Solar Power Infrastructure	1	170	170
8	Preparation of Center	1	170	170

## **OBJECTIVES OF THE PROJECT**

The main objectives of the project are

- Enable and extend connectivity and some base infrastructure to the communities at the local assembly level for digital inclusiveness especially when it comes to access to government online services.
- Provide a center for digital inclusiveness in a more sustainable and affordable manner for our rural communities.
- Connect 270 government facilities (sites) including Community ICT Centers to affordable high-speed internet. Site list attached as annex.
- Resource the 170 CICs with energy efficient Desktop Computers and Accessories
- Resource the 170 CICs with a hybrid of solar and grid systems to power the computers and network equipment.
- Refurbish the 170 CICs to make them appropriate for the implementation of the project.
- Improve digital access and ICT skills in underserved communities.

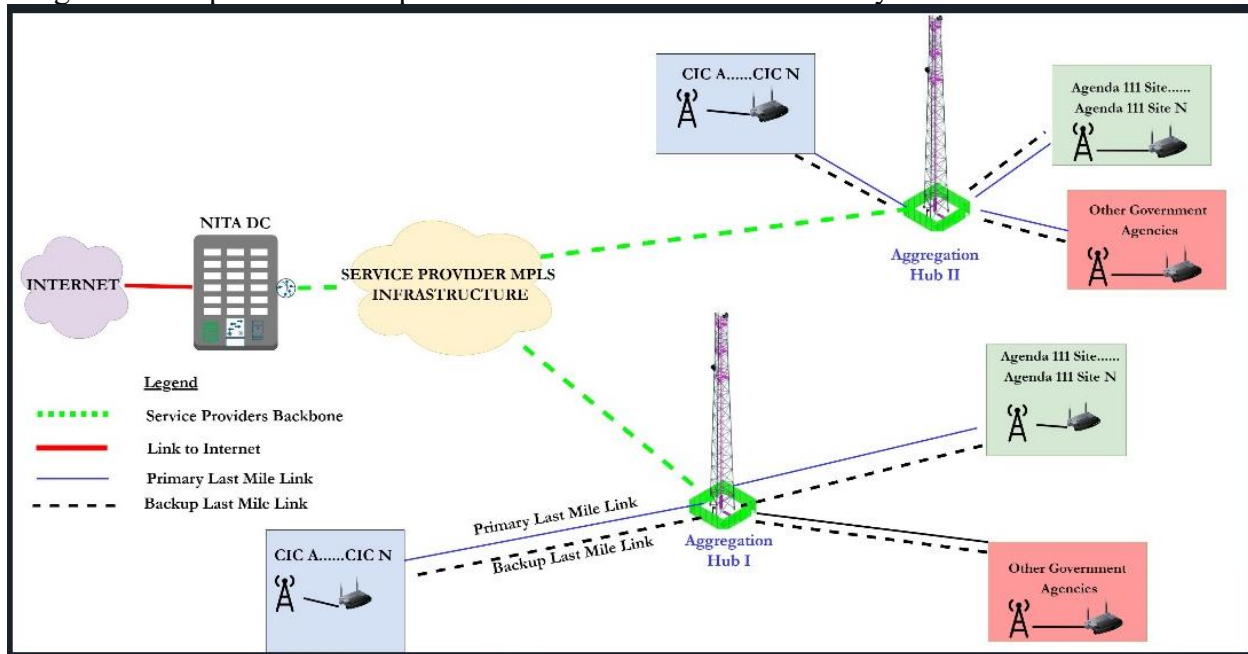
- Promote inclusive socio-economic development through enhanced connectivity.

### SCOPE OF THE PROJECT

The Scope of this project involves the provision of connectivity to 270 sites and provision of ICT equipment to 170 Community Information Centers (CICs). The Connectivity component is to do with the provision of network services to 270 government facilities (sites) including 170 Community Information Centers (CICs) around the country. The ICT equipment component has to do with the setting up of computer centers at the CICs with WLAN capabilities and powered by solar.

#### General Requirements - Connectivity Component

This component is expected to deliver connectivity **including internet** to 270 government access points (government agencies) including Community Information Centers. The figure below gives a high-level snapshot of the expected deliverable for the connectivity.

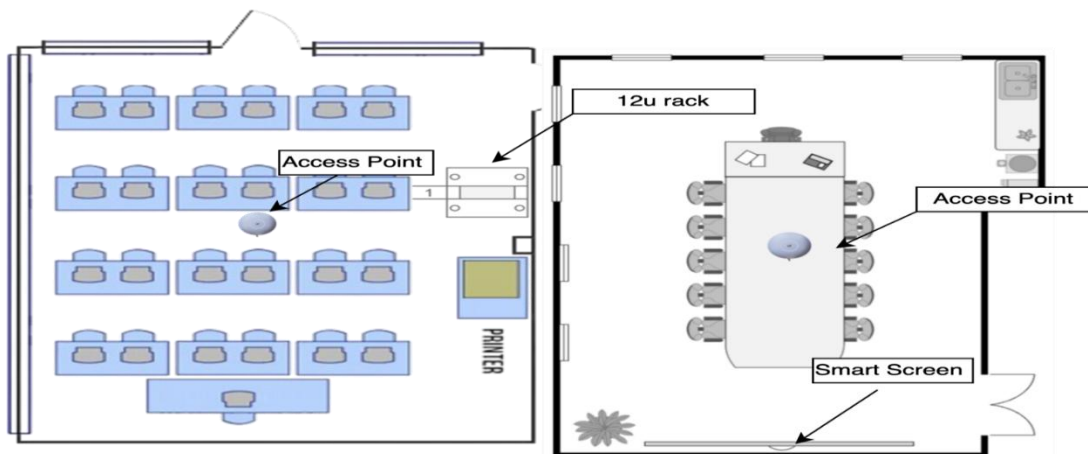


- The Contractor is required to carry out the detailed site survey and engineering for the whole solution. Fiber optic will be the preferred solution.
- The Contractor shall submit a detailed work plan and installation, construction design drawings to the client for approval within ten (10) calendar days after receipt of Contract and prior to installation. The client shall check and review the design drawings accompanied by justification/verification reports and shall give their decision whether the design drawings are acceptable or not, within one (1) week from the date of client receipt of design drawings.
- This component will largely provide connectivity including internet to 270 government access points including the 170 Community Information Centers (CICs).

- We are not hoping to own any infrastructure under this project but to purchase service in an IRU (Indefeasible Right of Use) model over a 10-year period. The provider of the service will provide O&M for all the 270 connected sites over the 10-year period. The cost for the O&M should be part of the vendors total bid price. Cost breakdown should be added.
- Each of the 270 sites will be provisioned with a specific Internet bandwidth Service as specified in the attached Annex.
- Each of the 270 sites will be provisioned with a single link without a backup link.
- All the 270 sites must terminate at the two government data centers in Accra and Kumasi where all government online service nodes are hosted or transit. The Accra and Kumasi service nodes must be configured to fail over unto each other.
- The bidder shall be responsible for the survey, design, deployment, commissioning, and maintenance of the service.
- The bidder shall develop as part of the project UAT criteria for review and approval by the customer. This approved UAT criteria shall be administered by a team from the vendor and client together.
- The vendor shall provide all the needed tools required to conduct the SLA.

#### ICT Equipment Component

Out of the 270 agencies to be connected, 170 of them are the CICs. This component focuses on the enablement of the CICs as a service node where citizens can go and access government online services and other online services even if provided by a private sector provider.



- This component involves supply and installation of 20 desktop computers in each of the 170 CICs.

- Each of the 170 CIC sites shall also be equipped with a Wireless Local Area Network (WLAN) Infrastructure by supplying, installing, and configuring Access Points.
- Each of the 170 CIC sites shall also be equipped with 10KVA solar infrastructure to provide power to the sites.
- The designated conference rooms in 170 CICs shall be equipped with a smart television, camera, and audio sets to serve as a conferencing facility.
- The designated conference rooms will adhere to universal access requirements.
- The 170 sites shall be provided with a multi-functional (print, scan and copy) printer.
- The vendor shall supply and install a 24-port layer three managed switch at each of the 170 CICs.
- Each of the 170 sites shall be supplied with 12U for the networking equipment.
- The vendor should also supply all cables needed for the power setup and as such must survey the sites and quote for cost of all the cables and accessories required to provide both the power and data needs for the proposed solution.
- The vendor shall also be responsible for preparing the sites before the installation at all the 170 sites. This will include but not limited to electrical and data cabling that will be required, replacing broken windows and ensuring secured doors and windows are in place. The vendor shall also be responsible for providing the furniture for the place. Painting works and minor civil works will be required to put the place in shape. The vendor is advised to visit all 170 sites so they can properly price for the preparatory works as part of their financial proposal.
- The Contractor shall ensure that all ICT equipment and CIC workspace arrangements are designed and implemented in accordance with universal access and digital inclusion principles to ensure equitable access for persons with disabilities and other vulnerable user groups.
- The ICT systems and physical setup of the CICs shall incorporate basic accessibility features in accordance with good international industry practice and relevant accessibility standards. This shall include, but not be limited to:
  - Provision of desktop computers that support accessibility features within the operating system (e.g., screen magnification, screen readers, voice input, high-contrast display modes, and keyboard navigation).
  - Provision for accessible peripherals where required to support inclusive use, including alternative keyboards, trackballs or adaptive pointing devices, and headsets compatible with assistive software.
  - Layout of computer workstations and furniture arrangements that allow access and use by persons with physical disabilities.
- In furnishing and preparing the CIC spaces, the Contractor shall ensure that the design and installation of furniture and ICT equipment comply with universal access principles to

support use by persons with disabilities and persons with limited mobility. The following minimum accessibility considerations shall apply:

- Computer desks shall be installed at heights suitable for wheelchair users and general ergonomic accessibility.
- Adequate circulation space shall be maintained between workstations to allow wheelchair movement and safe access to ICT equipment.
- Computer equipment and peripherals shall be positioned to allow unobstructed access and ease of use by persons with mobility limitations.
- Five workstations (5) per CIC shall be configured to accommodate disability-accessible use where needed.

#### **Technical Requirement (Connectivity)**

- Each site shall be connected preferably with fiber optic connective.
- The needed capacity for all the sites is stated in the attached Annex.
- The site shall be connected unto an MPLS network. This means the site shall have redundant multiple paths to the internet as well as to the two National Data Centers.
- The vendor shall provide a monthly report on availability of all sites and an SLA report to the client.
- Traffic segregation or network groupings shall be done for different government agencies with multiple of sites across the country for the purpose of security.
- Traffic shall be secure (i.e., encrypted by the network using approved encryption techniques), and suitable for carrying classified information.
- A minimum of 98.99% available shall be achieved at all times during the contractual period for each site.
- The sites should be supported on a 24/7 basis and as such a dedicated call center service should be provided as part of the service.
- The bidder shall submit a detailed explanation, diagrams, and other descriptive information as to how the technical requirements shall be accomplished.

#### **Broadband Ethernet**

- Broadband Ethernet service shall be offered as a routed (layer 3) and/or non-routed (layer 2) service. Routed services shall offer the ability to support Virtual Private Networks (VPNs) that can provide logical separation of traffic on a single physical connection.
- Bidder shall provide encryption services as part of the VPN service.
- The bidder shall support Quality of Service/Class of Service (QoS/CoS) capabilities necessary to support delay-sensitive and drop-sensitive traffic such as voice and video. The bidder shall detail its pricing structure if QoS/CoS is an additional cost item, along with discounts that shall be provided.
- The bidder shall be able to provide Layer 3 any-to-any connectivity between the offered Broadband Ethernet service and other offered services.
- Bidder shall identify all supported routing protocols.

**Functional requirements**

CRITERIA	
	<p><b>Core Network Architecture</b> Evaluate the design and robustness of the bidder's core network, including data centers, switching centers, and cloud integration.</p>
	<p><b>Backhaul and Transport Network</b> Examine the bidder's backbone network for reliability and redundancy, including fiber optics, microwave links, and satellite options.</p>
	<p><b>Reliability and Uptime</b> Evaluate the bidder's current network's reliability and target uptime, including disaster recovery and redundancy plans.</p>
	<p><b>Capacity Planning</b> Assess the network's capacity to handle current and projected user loads, including peak traffic conditions.</p>
	<p><b>Coverage Area</b> Evaluate fiber footprint and coverage, ensuring it meets nationwide requirements, including urban, suburban, and rural areas, relevant to task.</p>
	<p><b>Quality of Service (QoS)</b> Assess the mechanisms in place to ensure consistent QoS for different types of traffic and services.</p>
	<p><b>Network Security</b> Assess the security measures in place to protect against cyber threats, including encryption, firewalls, and intrusion detection systems.</p>
	<p><b>Network Management</b> Evaluate the tools and processes for network monitoring, management, and optimization.</p>
	<p><b>Provided ISP license and Microwave Licenses from Regulator</b></p>
<b>1.b</b>	
	Design for core network should provide reliability and AI driven manageability and monitoring
	Capability of easily integrating with GovNet Core
	Redundancy and high availability of core network devices and interconnecting infrastructure
	System Architecture of core assures scalability and future technology compatibility
	System Architecture of core assure security of traffic from Last Mile sites, cross service providers network to exit nodes at National Data Centers
	System Architecture of core assure capability of segregating traffic for each site or clustering
	Proposed core network equipment are capable of providing capacity and network functionality required
	Proposed core network equipment assures reliability and reputation of the equipment and service vendors.

<b>1.c</b>	
	Proposed design alternatives for last mile network provides reliability capable of meeting SLA
	Capability of easily integrating with GovNet Core
	Last Mile Equipment and CPE are capable of providing traffic speeds and reliability required for links
	CPE capable of integrating multiple links and automatic link failover
	Provided design drawings for all customer end connectivity scenarios detailing cabling architecture and device responsibilities
<b>1.d</b>	
	The proposal shall stipulate the provision of Network Management portal available to client via Web
	The proposal must outline the setup Network Operations Centre
	The proposal must outline the operation strategy of Network Operations Centre to provide reliable monitoring of network
	The proposal must detail all tools that will be setup to conduct: <ul style="list-style-type: none"> <li>i. Speedtests, Latency and Jitter</li> <li>ii. Traffic Security Monitoring</li> </ul>
	The proposal must outline the setup Help Desk
	The proposal must outline the operation strategy of Help Desk to provide support to client
<b>1.e</b>	
	Preliminary Project Plan
	Project organization and management sub- plan
	Change management and communication sub-plan
	Network design, development and customization sub-plan
	Delivery and installation sub-plan
	System integration sub-plan
	Training sub-plan
	Inspection, pre-commissioning and operational acceptance sub-plan
	Warranty service and technical support sub- plan
	Methodology for Change Management and Capacity Building
	Innovation/ Suggestions to reduce timelines of implementation, improve effectiveness, adoption of e-Government Network Platform by MDAs, new networks, etc.
<b>1.f</b>	
	Compliance to Functional Requirements
	Compliance with the technical requirements
	Comprehensiveness of Testing plans

	Comprehensiveness of the project plan
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## **Network Performance & Service Levels**

### **Circuit Parameters**

The bidder shall describe its service level commitments for Annual Network Availability. Bidder shall provide equal or better Annual Network Availability than 98.99% (Percentage of time that the service is operational.).

### **Customer Service**

The following as-built drawing having the same sizes as the designs/drawings:

- Bidder must have a full-time network operation centre, preferably located in Ghana, who are ready to take problem and technical assistance phone calls 24 hours a day, 7 days per week, as public services have workers on shifts, flex time, and overtime who may report a problem. Prompt response to problems is required.
- The call center must have a multi-channel approach of communication including email, phone calls, WhatsApp.
- Identify other problem reporting methods such as email submissions.
- Identify problem escalation process. Bidder shall outline its problem escalation process beyond Tier 1 support.
- Bidder must describe the escalation procedure available to the client in the event the ministry deems progress on problem resolution to be unsatisfactory.

### **Monitoring and Reporting**

- Network Operations Centre (NOC) Bidder shall describe how its NOC shall provide technical assistance and 24x7 network monitoring. Bidder shall provide toll-free telephone access to the NOC 24x7.
- Bidder shall take immediate corrective action to resolve any network failure, such as rerouting traffic, utilizing a redundant facility, dispatching technicians, and all other steps required for the immediate re-instituting of services.
- Bidder must submit a monthly report on the performance of the service to each site. The report must report on SLAs, summary of call center activities relating to the sites in-scope, outages on the bidder's network that impacted the in-scope sites.

### **Reports And Documentation For Maintenance Of The Sites**

- Maintenance work/activities shall start once the installation and construction of the sites is 100% accepted and operational. Contractor must submit the following.
- Monthly submission of maintenance report.
- Monthly ESHS implementation status report, in line with (ITB 12.2 (h)) (OHS, worker hours, GRM metrics, waste and e-waste tracking, etc.)
- Incident Report, in case of problems encountered.
- Repair and Test report after restoration activities.

### ***Technical Specifications for ICT Equipment***

This involves the supply and installation of the following:

<b>Item No.</b>	<b>Description of Goods</b>	<b>Quantity Per Site</b>	<b>Number of Sites</b>	<b>Total Quantity</b>
1	Desktop Computer	20	170	3400
2	Smart TV	1	170	170
3	Network Switch	1	170	170
4	All-in-1 Printer	1	170	170
5	Wi-Fi Access Point	2	170	340
6	12U Rack	1	170	170
7	Solar Power Infrastructure	1	170	170
8	Preparation of Center	1	170	170

**NOTE:** It should be noted that for all equipment to be supplied, no equipment that is end-of-life or discontinued by manufacturer will be accepted. As much as possible all equipment should not be more than two years after manufacturing at the time of supply.

### **Technical Specifications**

<b>ITEM NO</b>	<b>DEVICE NAME/MODEL TYPE</b>	<b>CRITERIA</b>	<b>Minimum Specifications</b>	<b>Offered Specifications (stating Yes or offered is not acceptable)</b>
<b>1</b>	<b>DESKTOP COMPUTER</b>	<b>Processor</b>	Core i5	
			At least Generation 12	
			10+ Cores	
			12MB Cache	
			3.5GHz	
			8+ Threads	
		<b>RAM</b>	DDR	
			16GB	
			3200Hhz	
			Additional Slot for expansion @ 3200Mhz	
		<b>Storage</b>	NVMe SSD Type	
			512GB	
			Interface PCIe Gen 3/4	
		<b>Display Ports Options</b>	15.6”	
			1920x1080 (FHD)	
60Hz				
<b>Connectivity</b>	Wi-Fi 6 (2x2) (802.11ax)			

ITEM NO	DEVICE NAME/MODEL TYPE	CRITERIA	Minimum Specifications	Offered Specifications (stating Yes or offered is not acceptable)
			Gigabit Ethernet (1Gbps)	
			Bluetooth 5.2	
		<b>Ports</b>	1X USB Type-C (5Gbps)	
			2X USB Type-A (5Gbps)	
			1X HDMI 1.4/2.0 and VGA	
			Audio Jack	
		<b>Webcam</b>	720p with a privacy shutter	
		<b>Installed Software</b>	Windows 11 Professional 64 Bit and Microsoft Office Suite 2021 or later	
<b>Lock</b>	Cable Lock Slot with required Cable Lock			
2	SMART TV	<b>Size</b>	65"	
		<b>Type</b>	Smart	
		<b>Frame rate</b>	60 Hz	
		<b>Resolution</b>	4K resolution	
		<b>Connectivity</b>	Bluetooth, Wi-Fi, USB, Ethernet, HDMI	
3	24 PORT LAYER 3 NETWORK SWITCH	<b>Functionality</b>	L3 Switch	
		<b>Forwarding Capacity</b>	At least 9.6 Mpps forwarding capacity.	
		<b>Switching Capacity</b>	At least 64 Gbit/s switching Capacity.	
		<b>Routing Protocols</b>	Should support Static routing, IPv4, IPv6 and ECMP OSPF, IS-IS, and BGP	
		<b>Ports</b>	2GIG SFP and 2 dual purpose 10/100/100 or SFP uplink port	
		<b>Switching Protocols</b>	Support VLANs, support MAC address learning and aging as well as Static, dynamic, and blackhole MAC address entries.	
4	ALL- IN- ONE PRINTER	<b>Functionality</b>	Printer, copy, Scan, Fax, Email	
		<b>Printing Technology</b>	Laser	
		<b>Speed</b>	Up to 40 ppm (default)	
		<b>Color</b>	Black	
		<b>Connectivity</b>	Wireless	
		<b>Memory</b>	512 MB Memory	
		<b>Sheet Capacity</b>	100 sheet Tray 1, 250 Sheet tray 2	
		<b>Ports</b>	USB	
5		<b>Functionality</b>	Dual-band Wi-Fi 6 (802. 11ax)	

ITEM NO	DEVICE NAME/MODEL TYPE	CRITERIA	Minimum Specifications	Offered Specifications (stating Yes or offered is not acceptable)
	WIFI ACCESS POINT	Operating Frequency Band	5GHz	
		Antenna Design	(4x4 MU-MIMO and OFDMA) band with a 4.8 Gbps throughput rate	
		Operating Frequency Band	2.4GHz	
		Antenna Design	(2x2 MU-MIMO and OFDMA) band with a 573.5 Mbps throughput rate	
		Power Input	802.3at PoE• capable with 48V, 0.5A PoE adapter	
6	RACK (12U Cabinet 600X600 Front Glass Door)	Size	12 RU Form Factor	
		Mount Type	Wall mountable	

**Technical Specifications for Solar**

Green Energy for Network Equipment and Low-Power Fit-PCs	Solar Panels	High-efficiency polycrystalline or monocrystalline solar panels with a capacity of 400watts, for the energy requirements of the network equipment and the 20 low-power computers, Television, router, 3 Access Point and lightening.	
	Inverter	A pure sine wave inverter with a capacity of 10k W, to convert the DC power from the solar panels to AC power for the network equipment and low-power computers.	
	Batteries	No batteries are required for the proposed direct solar solution.	

### 10kva Solar Power Solution

ITEM	QUANTITY
48V 5kva Inverter	2
400W Solar Panels	12

### 10kva Solar Power Solution Specifications

#### **Inverter Specifications:**

- Pure sine wave solar inverter
- Output power factor 1
- Supports parallel operation
- Support High PV input voltage range
- Battery independent design
- Built-in anti-dust kit for harsh environment
- Rated power 5500VA/5500W
- Input Voltage 230 VAC
- Selectable Voltage Range 170-280 VAC (for Personal Computers); 90-280 VAC (for Home Appliances)
- Frequency Range 50 Hz/60Hz (Auto sensing)
- Support Surge Power up to 11000 VA
- Efficiency (Peak) Up to 93.5%
- Humidity 5% to 95% Relative Humidity (non-condensing)
- Operating Temperature -10°C to 50°C

#### **Solar Panel Specifications:**

- More power output in weak light conditions, such as haze, cloudy, and morning.
- Lower temperature coefficient
- ensure more than 25 years of lifespan.
- Anti PID/ Low LID protection
- Cell type Monocrystalline
- Power Output (Pmax) 390 – 410 W
- Power Tolerance 0~+5 W
- Module efficiency 19.95-20.97%
- Maximum power voltage 30.42 – 31.22 V
- Maximum power current 12.82 – 13.06 A
- Open Circuit Voltage 36.54 – 37.34 V
- Short Circuit Current 13.50 – 13.70 A
- Glass specification of 3.2 mm tempered glass, High transmission (>94%), Anti-Reflective Coating
- Operating Temperature -40°C to 85°C

**TIME SCHEDULE**

The duration of the assignment will be six (6) months period

**WARRANTY**

- The Vendor warrants that Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design, materials, except when the technical specifications required by GIFEC provides otherwise;
- The Vendor further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship. From any act of omission of the Contractor that may develop under the normal use of the Supplied Goods in the conditions prevailing in the country of the final destination;
- The warranty shall cover full replacement of defective items, free of charge, including labour, spare parts and materials.
- All equipment supplied under this project should be two years or less after manufacturing.

**IMPLEMENTATION OR WORK SCHEDULE**

The Vendor shall submit an integrated project implementation plan showing the following:

- Detailed work plan, including milestones and critical tasks, in implementing the project within the allotted period from date of receipt of Notice to Proceed (NTP)
- Number of work teams at any given time;
- Specific dates for work and quality inspection by the GIFEC team in the FOO clusters; and
- Environmental and Social (E&S) Management Strategies and Implementation Plans (MSIPs) consistent with the Environmental and Social Framework (ESF) of the World Bank and the project's Environmental and Social Management Framework (ESMF).

The Vendor shall submit integrated implementation updates every 1<sup>st</sup> day of the week (Monday) to GIFEC throughout the contractual installation/construction period from the effective date of the Contract until the completion of the Project, showing the following detailed milestone, and in accordance with the established schedule, environmental and social safeguards, and priorities.

The implementation shall be accurate and include the following considerations:

- To ensure that the work-force is well -distributed through the contractual period taking quality control and timely progress into consideration;
- To allow sufficient time and manpower for self-inspections/tests prior to being witnessed by GIFEC for interim inspections/tests and provisional acceptance tests;

- To allow reasonable time for witnessing by MoCDTI/GIFEC for interim inspections/tests, considering the work sequence such as cable laying work after GIFEC has accepted completed systems;
- To ensure the sites are properly managed so as to ensure:
  - Coordination with MDAs and other authorities/agencies concerned;
  - Obtaining site implementation permits and site-entry permits;
  - Adequacy of site security arrangements.
- To keep sufficient time and manpower from transferring site know-how quality control, tools/formats, standard safety arrangement, first aid, etc., to the local staff and local foreman.
- To make sure the quality/functions of domestic products fully conform to the specifications any time necessary to upgrade the same.
- The Vendor shall be responsible for conforming to the integrated implementation schedules as strictly as possible after examination and approval by GIFEC.
- If discrepancies/ambiguities are found or some deviation is necessary in the actual implementation progress, the Vendor shall report the same to GIFEC and shall take all corrective actions/measures at Vendor's own expense in accordance with the instructions given by GIFEC.
- The initial synchronized and integrated implementation schedule specified for the project shall be submitted for GIFEC approval within five (5) days after the effective date of the Contract.
- Implementation of approved Environmental and Social Management Strategies and Implementation Plans (MSIPs)
- To ensure that works are carried out with appropriate pollution prevention, waste segregation, and safe handling of ICT and electrical materials, including recycling and proper disposal of packaging and obsolete items;
- To ensure adequate environmental housekeeping, dust and noise control measures, and community safety precautions, particularly during cable works, equipment delivery, and solar system installation;
- To maintain a site-level grievance log and ensure integration with the project's Project-Level Grievance Redress Mechanism (GRM);
- To keep sufficient time and manpower for transferring site know-how, environmental and safety management practices, quality control formats, and first aid procedures to local staff and foremen;
- To make sure the quality and environmental performance of domestic products fully conform to the specifications and sustainability standards, upgrading where necessary to meet climate-resilient and energy-efficient requirements.

The Vendor shall be responsible for conforming to the integrated implementation and environmental and social management schedules as strictly as possible after examination and approval by GIFEC.

If discrepancies, ambiguities, or potential environmental or social noncompliance are identified, or if deviation from the approved E&S implementation measures becomes necessary during execution of works, the Vendor shall immediately report such issues to GIFEC and shall take all corrective actions or mitigation measures at the Vendor's own expense in accordance with the instructions given by GIFEC and the Environmental and Social Safeguards Specialist of the PCU.

#### **CHANGE MANAGEMENT PROCEDURE**

In case a centre was found to be in a different location/site than the one specified in the technical requirement in the detailed site survey/engineering to be done by the winning Vendor, Vendor is required to connect the said centre provided that the location of the agency is not beyond 1000 meters from the network. If a centre transferred to another location, project must identify another centre as a replacement to complete the total number of centres required in the project. If site changes during deployment, the vendor will officially write to project for approval before implementing if such a change has a commercial implementation.

#### **NOTABLE CONDITIONS**

- Vendor shall agree that at the end of the contract/agreement, GoG will use the GovNet infrastructure and pay a maintenance or enter into a revenue share with the GoG.
- The Vendor must have proof (as-built drawings, documentation, test reports, data-sheet, brochures, etc.) of their existing fibre optic cable network in Ghana.
- Written Statement of the contractor signed by their authorized representative that they have at least 3-5 years of direct experience on planning, engineering, supply and delivery, installation, testing and commissioning and experience in operations and maintenance of optical fibre transmission backbone projects/systems with major telecommunications carriers in Ghana.
- Vendor shall submit resume of key personnel to be assigned to the project.
- Must hold a nationwide terrestrial fibre license granted by the National Communications Authority (NCA) for a minimum of 3-5 consecutive years from the date of Bid Opening. (In case of renewal, the bidder must submit the necessary application and Official Receipt)

#### **TESTING, COMMISSIONING AND ACCEPTANCE**

- The Vendor is responsible in the performance of all civil and cable network pre-test requirement but not limited to:
- Fiber Optic Cable (FOC) – attenuation and all its related testing, power meter test, and grounding test and all other test that may need to perform to complete the FOC test requirements.
- End -to-end acceptance tests typically conducted after completion of installation and splicing and before installing terminal equipment.
- Acceptance of the system shall be granted after all items have passed the acceptance tests and has been approved by the requesting Department.

# **Part III – Conditions of Contract and Contract Forms**

## Section VIII - General Conditions of Contract

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## Section VIII - General Conditions of Contract

### A. General Provisions

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) The Adjudicator is the person appointed jointly by the Employer and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder;
- (b) “Priced Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;
- (c) “Association” means the International Development Association, Washington, D.C., U.S.A.;
- (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer;
- (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of the Contract Agreement;
- (f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration;
- (h) “Employer” means the party who employs the Service Provider;
- (i) “Employer’s Personnel” means all staff, labor and other employees of the Employer engaged in fulfilling the Employer’s obligations under the Contract; and any other personnel identified as Employer’s Personnel, by a notice from the Employer to the Service provider;
- (j) “ES” means Environmental and Social, as applicable, (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));

- (k) “Foreign Currency” means any currency other than the currency of the country of the Employer;
- (l) “GCC” means these General Conditions of Contract;
- (m) “Government” means the Government of the Employer’s Country;
- (n) “Local Currency” means the currency of the country of the Employer;
- (o) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- (p) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (q) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (r) “Service Provider’s Personnel” means all personnel whom the Service Provider utilizes in the execution of the Services, including the staff, labor and other employees of the Service Provider and each Subcontractor; and any other personnel assisting the Service Provider in the execution of the Services;
- (s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (t) “Specifications” means the specifications of the Services included in the Contract, and any additions and modifications to the specifications in accordance with the Contract;
- (u) “Services” means the work to be performed by the Service Provider pursuant to the Contract;
- (v) “Sexual Exploitation and Abuse” “(SEA)” means the following:  
Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

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

- (w) “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Service Provider’s Personnel with other Service Provider’s Personnel or Employer’s Personnel;
- (x) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

**1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of the Employer’s Country, unless otherwise **specified in the Special Conditions of Contract (SCC)**.

**1.3 Language** This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

**1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the Specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Employer may approve.

**1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.

**1.7 Inspection and Audit by the Bank** Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Service Provider's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.10 (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).

**1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **2. Commencement, Completion, Modification, and Termination of Contract**

**2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

### **2.2 Commencement of Services**

#### **2.2.1 Program**

Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. Such submission to the Employer shall include any applicable environmental and social management plan to manage environmental and social risks and impacts.

The Services shall be carried out in accordance with the approved Program as updated.

#### **2.2.2 Starting Date**

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

### **2.3 Intended Completion Date**

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not

complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

## **2.4 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

### **2.4.1 Value Engineering**

The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Employer may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

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

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Employer; or
- (c) improves the quality, efficiency, safety or sustainability of the services; or
- (d) yields any other benefits to the Employer,

without compromising the necessary functions of the Services.

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

- (a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

## **2.5 Force Majeure**

### **2.5.1 Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### **2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### **2.5.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **2.5.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## 2.6 Termination

### 2.6.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of Attachment 1 to the GCC, in competing for or in executing the Contract

### 2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### 2.6.3 Suspension of Loan or Credit

In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.
- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the

Service Provider may immediately issue a 14 day termination notice.

**2.6.4 Payment upon Termination** Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Service Provider's Personnel.

### **3. Obligations of the Service Provider**

#### **3.1 General**

The Service Provider shall perform the Services in accordance with the Specifications and the Priced Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.

The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of the Service Provider's Personnel employed for the execution of Services at the locations in the Employer's country where the Services are executed.

If **required in the SCC**, the Service Provider shall submit to the Employer for its approval a health and safety manual which has been specifically prepared for the Contract.

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.

The health and safety manual shall set out any applicable health and safety requirement under the Contract,

- (a) which may include:
  - (i) the procedures to establish and maintain a safe working environment;
  - (ii) the procedures for prevention, preparedness and response activities to be implemented in the case

of an emergency event (i.e. an unanticipated incident, arising from natural or man-made hazards);

(iii) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,

(iv) the measures to be implemented to avoid or minimize the spread of communicable diseases; and

(b) any other requirements stated in the Employer's Requirements.

The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

The Service Provider shall require that its Subcontractors execute the Services in accordance with the Contract, including complying with applicable ES requirements and the obligations set out in GCC Sub-Clause 3.12.

## **3.2 Conflict of Interests**

### **3.2.1 Service Provider Not to Benefit from Commissions and Discounts.**

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Service Provider's Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

### **3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project**

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

- 3.2.3 Prohibition of Conflicting Activities** Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any business or professional activity that would conflict with the activities assigned to them under this Contract. The Service provider has an obligation and shall ensure that its Service Provider’s Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Employer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.3 Confidentiality** The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer’s business or operations without the prior written consent of the Employer.
- 3.4 Insurance to be Taken Out by the Service Provider** The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors’, as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer’s request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Service Provider’s Actions Requiring Employer’s Prior Approval** The Service Provider shall obtain the Employer’s prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
  - (b) appointing such members of the Personnel not listed by name in Appendix C (“Key Personnel and Subcontractors”),
  - (c) changing the Program of activities; and
  - (d) any other action that may be **specified in the SCC**.
- Submission by the Contractor for the Employer’s approval, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor’s declaration in accordance with Appendix I- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration.

### **3.6 Reporting Obligations**

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

If specified in Appendix B, the reporting requirements shall include applicable environmental and social aspects.

**If stated in the SCC**, the reports shall include status of compliance to cyber security risks management, and any foreseeable cyber security risk and mitigation

The Service Provider shall inform the Employer immediately of any allegation, incident or accident in the locations in the Employer's country where the Services are executed, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Service Provider's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; any cyber security incidents **as specified in the SCC**; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Service Provider, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Employer of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Services which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Service Provider's, its Subcontractors' and suppliers' Personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Service provider shall provide full details of such incidents or accidents to the Employer within the timeframe agreed with the Employer.

The Service Provider shall require its Subcontractors and suppliers to immediately notify the Service Provider of any incidents or accidents referred to in this Sub- Clause.

### **3.7 Documents Prepared by the Service Provider to Be the Property of the Employer**

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a

copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

### **3.8 Liquidated Damages**

#### **3.8.1 Payments of Liquidated Damages**

The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

#### **3.8.2 Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

#### **3.8.3 Lack of performance penalty**

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

### **3.9 Performance Security**

If required as **specified in the SCC**, the Service Provider shall provide to the Employer a Performance Security for the performance of the Contract, in the amount **specified in the SCC** and no later than the date specified in the Letter of acceptance.

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

The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

**3.10 Fraud and Corruption**

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 the Attachment 1 to the GCC.

The Employer requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**3.11 Sustainable Procurement**

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

**3.12 Code of Conduct**

The Service Provider shall have a Code of Conduct for the Service Provider’s Personnel employed for the execution of the Services at the locations in the Employer’s country where the Services are provided.

The Service Provider shall take all necessary measures to ensure that each Service Provider’s Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Service Provider’s Personnel and seeking to obtain that person’s signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Service Provider shall also ensure, as applicable, that the Code of Conduct is visibly displayed in locations in the Employer’s country where the Services are executed as well as in areas outside the locations accessible to the local community and any project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Service Provider’s Personnel, Employer’s Personnel and the local community.

The Service Provider’s Management Strategy and Implementation Plans, as applicable, shall include appropriate processes for the Service Provider to verify compliance with these obligations.

### 3.13 Training of Service Provider's Personnel

The Service Provider shall provide appropriate training to its relevant personnel on any applicable ES aspects of the Contract, including appropriate sensitization on prohibition of SEA/SH.

As stated in the Employer's Requirements or as instructed by the Employer, the Service Provider shall also allow appropriate opportunities for the relevant Service Provider's Personnel to be trained on applicable ES aspects of the Contract by the Employer's Personnel and/or other personnel assigned by the Employer.

The Service Provider shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Service Provider's Personnel.

### 3.14 Security of the Site

**Unless stated otherwise in the SCC**, the Service Provider shall be responsible for the security at the locations in the Employer's country where the services are carried out including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

**If required in the SCC**, prior to the Starting Date for the commencement of Services, the Service Provider shall submit for the Employer's No-objection a security management plan that sets the security arrangements for the locations in the Employer's country where the Services are executed.

In making security arrangements, the Service Provider shall be guided by applicable laws and any other requirements that may be stated in the Employer's Requirements.

The Service Provider shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards the Service Provider's personnel, Employer's personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Employer's Requirements.

The Service Provider shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

**3.15 Protection of the Environment**

As applicable, the Service Provider shall take all necessary measures to:

- i. protect the environment (both on and off the locations where the Services are executed) from damages resulting from its operations/and or activities; and
- ii. limit damage and nuisance to people and property resulting from pollution, noise and other results of the Service Provider's operations and/ or activities.

The Service Provider shall ensure that any emissions, surface discharges, effluent and any other pollutants from the its activities shall exceed neither the values that may be indicated in the Employer's Requirements, nor those prescribed by applicable laws.

In the event of damage to the environment, property and/or nuisance to people, on or off the locations where the Services are carried out, as a result of the Service Provider's operations and/or activities, the Service Provider shall agree with the Employer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Service Provider shall implement such remedies at its cost to the satisfaction of the Employer.

**3.16 Cyber Security**

**Pursuant to the SCC**, the Service Provider, including its Subcontractors/suppliers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Service Provider, including its Subcontractors/ suppliers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.

**3.17 Cultural Heritage Findings**

All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural, religious interest found on the locations in the Employer's country where the Services are carried out shall be placed under the care and custody of the Employer.

As soon as practicable after discovery of any such finding, the Service Provider shall give a notice to the Employer, to give the Employer the opportunity to promptly inspect and/or investigate the finding before it is disturbed and to issue instructions for dealing with it.

#### **4. Service Provider's Personnel**

##### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

##### **4.2 Removal and/or Replacement of Personnel**

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) The Employer may require the Service Provider to remove (or cause to be removed) a Service Provider's Personnel, who:
- (i) persists in any misconduct or lack of care;
  - (ii) carries out duties incompetently or negligently;
  - (iii) fails to comply with any provision of the Contract;
  - (iv) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
  - (v) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Contract;
  - (vi) has been recruited from the Employer's Personnel;
  - (vii) undertakes behavior which breaches the Code of Conduct (ES), as applicable.

As appropriate, the Service provider shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Employer to remove or cause to remove any person, the Service provider

shall take immediate action as appropriate in response to any violation of (i) through (vii) above. Such immediate action shall include removing (or causing to be removed) from the locations where the Services are carried out , any Service Provider’s Personnel who engages in (i), (ii), (iii), (iv), (v) or (vii) above or has been recruited as stated in (vi) above.

- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

#### **4.3 Service Provider’s Personnel**

##### **Engagement of Service Provider’s Personnel**

The Service Provider shall make arrangements for the engagement of the Service Provider’s Personnel.

The Service Provider is encouraged, to the extent practicable and reasonable, to use local labor that has the necessary skills.

Subject to GCC 5.1, the Service Provider shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all personnel to be employed for the Services into the Employer’s country.

The Service Provider shall at its own expense provide the means of repatriation to all of its personnel employed for the execution of the Services to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure.

##### **Persons in the Service of Employer**

The Service Provider shall not recruit, or attempt to recruit, staff and labor from amongst the Employer’s Personnel.

##### **Labor Laws**

The Service provider shall comply with all the relevant labor laws applicable to the Service Provider’s Personnel, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

The Service Provider shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.

The Service Provider shall, in all dealings with its personnel currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.

### Rates of Wages and Conditions of Labor

The Service Provider shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the Service is carried out. If no established rates or conditions are applicable, the Service Provider shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Service Provider.

The Service Provider shall inform the Service Provider's Personnel about their liability to pay personal income taxes in the Employer's country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the country for the time being in force, and the Service provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.

### Facilities for Service Provider's Personnel

If **stated in the SCC and subject to GCC Sub-Clause 5.3**, the Service Provider shall provide and maintain all necessary accommodation and welfare facilities for the Service Provider's Personnel employed for the execution of the Contract at the locations in the Employer's country where the Services are provided.

In the event of the death of any of the Service Provider's Personnel or accompanying members of their families, the Service Provider shall be responsible for making the appropriate arrangements for their return or burial, unless otherwise specified in the SCC.

### Workers' Organizations

In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Service Provider shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Service Provider shall enable alternative means for the service provider's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Service Provider shall not seek to influence or control these alternative means. The Service Provider shall not discriminate or retaliate against the Service Provider's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

### Non-Discrimination and Equal Opportunity

The Service Provider shall not make decisions relating to the employment or treatment of Service Provider's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Service Provider shall base the employment of Service Provider's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Service Provider shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with this Sub-Clause).

### Forced Labor

The Service Provider, including its Subcontractors, shall not employ or engage forced labor. 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.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

### Child Labor

The Service Provider, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Service Provider, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's

education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.

The Service Provider including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Service Provider with the Employer’s consent. The Service Provider shall be subject to regular monitoring by the Employer that includes monitoring of health, working conditions and hours of work.

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

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

## 5. Obligations of the Employer

### 5.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

### 5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

**5.3 Services and Facilities** The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

## **6. Payments to the Service Provider**

**6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

**6.2 Contract Price** (a) The price payable in local currency is **set forth in the SCC**.

(b) The price payable in foreign currency is **set forth in the SCC**.

**6.3 Payment for Additional Services, and Performance Incentive Compensation** 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

**6.4 Terms and Conditions of Payment** Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

**6.5 Interest on Delayed Payments** If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

**6.6 Price Adjustment** 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \frac{L_{mc}}{L_{oc}} + C_c \frac{I_{mc}}{I_{oc}}$$

Where:

$P_c$  is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

$A_c$ ,  $B_c$  and  $C_c$  are coefficients specified in the SCC, representing:  $A_c$  the nonadjustable portion;  $B_c$  the adjustable portion relative to labor costs and  $C_c$  the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

$L_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and  $L_{oc}$  is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

$I_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and  $I_{oc}$  is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor  $Z_o/Z_n$  will be applied to the respective component factor of  $p_n$  for the formula of the relevant currency.  $Z_o$  is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and  $Z_n$  is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

## 6.7 Dayworks

6.7.1 If applicable, the Daywork rates in the Service Provider’s Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

## 7. Quality Control

### 7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

### 7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

## 8. Settlement of Disputes

### 8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### 8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

- 8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
- 8.2.4 Unless otherwise agreed by both the Employer and the Service Provider, arbitration shall be conducted as follows:
- (a) For contracts with foreign Service Providers:  
**unless otherwise specified in the SCC**; the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce; by one or three arbitrators appointed in accordance with these Rules. The place of arbitration shall be the neutral location **stated in the SCC**; and the arbitration shall be conducted in the ruling language **stated in the SCC**;  
  
and
  - (b) For contracts with national Service Providers, arbitration with proceedings conducted in accordance with the laws of the Employer's country.
- 8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

# ATTACHMENT 1

## Fraud and Corruption

*(Text in this Attachment 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;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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.

## Section IX - Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read “in <b>Republic of Ghana</b> ”
1.1(a)	The Adjudicator is <b>Allen Stanley-Marbel</b>
1.1(e)	The contract name is <b>Last-mile connectivity to selected unserved and underserved areas and rural Community Information Centers (CICs)</b> .
1.1(h)	The Employer is <b>Ministry of Communication, Digital Technology and Innovations</b>
1.1(o)	The Member in Charge is <b>Chief Director</b>
1.1(q)	The Service Provider is .....
1.2	The Applicable Law is: <b>Republic of Ghana</b>
1.3	The language is <b>English</b>
1.4	<p>The addresses are:</p> <p>Employer: <b>Ministry of Communication, Digital Technology and Innovations</b></p> <p>Attention: <b>Chief Director</b></p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: <b>Alexander Arphul</b></p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is the date of contract signature
2.2.2	The Starting Date for the commencement of Services is <b>within 10 days from the date of Effectiveness of the contract</b>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.3	The Intended Completion Date is <b>6 Months</b>
3.4.1	If the value engineering proposal is approved by the Employer the amount to be paid to the Service Provider shall be ___% [ <i>insert appropriate percentage. The percentage is normally up to 50%</i> ] of the reduction in the Contract Price. <b>Not Applicable</b>
3.1	Health and safety manual is required
3.2.3	Activities prohibited after termination of this Contract are: <b>Not Applicable</b>
3.4	The risks and coverage by insurance shall be: <ul style="list-style-type: none"> <li>(i) Third Party motor vehicle –US\$20,000.00</li> <li>(ii) Third Party liability – US\$50,000.00</li> <li>(iii) Employer’s liability and workers’ compensation – US\$100,000.00</li> <li>(iv) Professional liability – US\$200,000.00</li> <li>(v) Loss or damage to equipment and property – US\$100,000.00</li> <li>(vi) Insurance coverage for Goods to be supplied under the contract shall be as per Incoterms 2020</li> </ul>
3.5(d)	The other actions are <b>Not Applicable</b>
3.6	<b>Not Applicable</b>
3.7	Restrictions on the use of documents prepared by the Service Provider are: Not Applicable
3.8.1	The liquidated damages rate is <b>0.5%</b> per day. The maximum amount of liquidated damages for the whole contract is <b>10%</b> percent of the final Contract Price.
3.8.3	The percentage _____ to be used for the calculation of Lack of performance Penalty(ies) is _____ <b>Not Applicable</b>
3.9	A Performance Security <b>shall</b> be required  If required, the Performance Security shall be in the form of: <b>a Bank Guarantee</b>  The amount of the Performance Security shall be: <b>10%</b> of the Contract Price

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	The Performance security shall be denominated in a freely convertible currency acceptable to the Employer
3.11	<i>Not Applicable</i>
3.13	The Service Provider <b>shall</b> submit a site security management plan.
3.16	<b>Not Applicable</b>
5.1	The assistance and exemptions provided to the Service Provider are: <b>None</b>
6.2(a)	The amount in local currency is .....
6.2(b)	The amount in foreign currency or currencies is <i>Not Applicable</i>
6.3.2	The performance incentive paid to the Service Provider shall be: <b>Not Applicable</b>
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> <li>• Advance for Mobilization, Materials and Supplies: Twenty (20%) percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.</li> <li>• <b>For the Lastmile connectivity component shall be made as follows:</b> <ul style="list-style-type: none"> <li>➤ 20% of the cost of the connectivity component shall be paid when 40% of the sites have been connected and accepted by the Employer after Preliminary Acceptance Test (PAT) certificate has been issued by the Employer.</li> <li>➤ 30% of the cost of the connectivity component shall be paid when 70% of the sites have been connected and accepted by the Employe after Preliminary Acceptance Test (PAT) certificate has been issued by the Employer</li> <li>➤ 20% of the cost of the connectivity component shall be paid when 100% of the sites have been connected and accepted by the Employer after Preliminary Acceptance Test (PAT) certificate has been issued by the Employer</li> </ul> </li> <li>• <b>For Supply of the Equipment (ICT and Solar)</b> <ul style="list-style-type: none"> <li>➤ 60% of the cost of the equipment shall be paid either upon delivery, inspection and acceptance of all hardware and software supplied or the submission of shipping documents; i.e. Bill of Lading, an airway bill, insurance certificate, Manufacturer’s or Supplier’s warranty certificate, etc.</li> <li>➤ 20% of the cost of the shall be paid when installation of all hardware and software have been installed and a User Acceptance Test (UAT)</li> </ul> </li> </ul>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>certificate has been issued and signed by the Employer. This shall include verification of compliance of technical specification of supplied equipment</p> <ul style="list-style-type: none"> <li>➤ 20% of the Equipment supplied shall be paid when training scope under this contract has been fully delivered and training report submitted and accepted by the Employer.</li> <li>• The remaining 10% of the contract sum shall be paid upon operational acceptance has been achieved. Operational acceptance will be deemed achieved when final UAT has been completed for the integrated solution (Last mile connectivity and ICT Equipment) and the submission of the final project report.</li> </ul>
6.5	<p>Payment shall be made within <b>30 days</b> of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within <b>45 days</b> in the case of the final payment.</p> <p>The interest rate is <b>Not Applicable</b></p>
6.6.1	<b>Not Applicable</b>
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows:</p> <ul style="list-style-type: none"> <li>• The successful bidder shall submit a User Acceptance Testing Plan to be reviewed and approved by the Employer. This User Acceptance Testing Plan shall be used for inspection of the services provided by the service provider before the service is accepted.</li> </ul> <p>The Defects Liability Period is <b>6months</b></p>
8.2.3	<p>The Adjudicator is <b>Allen Stanley-Marbel</b>, who will be paid a rate of <b>GHC1,000.00</b> per hour of work. The following reimbursable expenses are recognized: <b>To be inserted</b></p>
8.2.4	<p>Rules of arbitration</p> <p>GCC 8.2.4 (a) <i>[insert either “shall” or “shall not”]</i> _____ apply.</p> <p><i>[Insert rules of arbitration if different from those of the International Chamber of Commerce.]</i></p> <p>GCC Sub-Clause 8.2.4 (b): <i>[insert either “shall” or “shall not”]</i> _____ apply.</p>

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
	<p><i>[GCC 8.2.4 (a) shall be retained in the case of a Contract with a foreign Service Provider. GCC 8.2.4 (b) shall be retained in the case of a Contract with a domestic Service Provider.]</i></p> <p><i>[insert place of arbitration if GCC 8.2.4 (a) applies]</i></p>
<b>8.2.5</b>	The designated Appointing Authority for a new Adjudicator is <b><i>Ghana Institute of Engineers</i></b>

## Appendices

### Appendix A - Description of the Services

*Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.*

### Appendix B - Schedule of Payments and Reporting Requirements

*List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”*

### Appendix C - Key Personnel and Subcontractors

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in the Government’s country, and staff-months for each.*
  - C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside the Government’s country.*
  - C-3 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 or C-2.*
  - C-4 Same information as C-1 for Key local Personnel.*

### Appendix D—Breakdown of Contract Price in Foreign Currency(ies)

*List here the elements of cost used to arrive at the breakdown of the lump-sum price—foreign currency portion:*

- 1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional Services.*

## **Appendix E - Breakdown of Contract Price in Local Currency**

*List here the elements of cost used to arrive at the breakdown of the lump-sum price—local currency portion:*

- 1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional Services.*

## **Appendix F - Services and Facilities Provided by the Employer**

## **Appendix G - Performance Incentive Compensation Appendix**

## **Performance Incentive Compensation Appendix Provisions – Not Applicable**

### **ARTICLE 1- GENERAL**

#### **1.1 Documents Comprising the Performance Incentive Compensation Appendix**

**The Performance Incentive Compensation Appendix** consists of:

- (a) the Performance Incentive Compensation Appendix Provisions;
- (b) Attachment #1 Incentive Compensation Calculation Procedure Notes; and
- (c) Attachment #2 Incentive Compensation Charts 1-[ ].

### **ARTICLE 2- THE PERFORMANCE INCENTIVE COMPENSATION**

#### **2.1 Performance Incentive Compensation Limits**

(1) The Performance Incentive Compensation paid to the Service Provider shall not exceed the equivalent of \$[ ] U.S. over the term of the Contract.

(2) The actual amount paid to the service Provider as Performance Incentive Compensation shall be determined by the extent to which the Service Provider achieves the performance criteria set out in the Incentive Compensation Charts and by the application of the calculations set out in the Incentive Calculation Procedure Notes for the applicable Contract Year.

(3) If the Service Provider fails to meet the “Excellent” rating set out in the Incentive Compensation Chart, in any Contract Year, the Service Provider will be obliged to make up the shortfall in the subsequent Contract Year, as well as meet the performance targets for that Contract Year.

(4) Except as the Employer may, in its sole discretion, otherwise determine based on exceptional circumstances, if the Service Provider fails to attain the Maximum Annual Incentive Compensation in any Contract Year, the shortfall will not be available to the Service Provider in the subsequent Contract Years and the equivalent of \$[ ] U.S. per Contract Year maximum will not be increased.

(5) For the purpose of calculating the equivalency of \$[ ] U.S. and \$[ ] U.S. pursuant to Sections 2.1(1) and 2.1(2) of this Performance Incentive Compensation Appendix, the equivalency shall be calculated as of the date of payment of the Performance Incentive Compensation.

**ATTACHMENT # 1 – APPENDIX G  
INCENTIVE COMPENSATION CALCULATION PROCEDURE NOTES**

*[SAMPLE: This part is to be designed on a case by case approach]*

**PART A .THE METHOD FOR CALCULATING PERFORMANCE INCENTIVE  
COMPENSATION IN EACH CONTRACT YEAR**

I. The Performance Incentive Compensation for each Contract Year shall be calculated as follows:

$$\text{Compensation} = \text{Composite Score} \times 0.2 \times \text{Maximum Annual Incentive Compensation}$$

Where:

- (i) The Maximum Annual Incentive Compensation is calculated as set out in Section 2.1 of the Performance Incentive Compensation Appendix Provisions; and
- (ii) The Composite Score is calculated in accordance with “Part B-The Method for Calculating the Composite Score” of these Incentive Compensation Calculation Procedure Notes.

**PART B .THE METHOD FOR CALCULATING THE COMPOSITE SCORE**

1. The Composite Score for each Contract Year shall be as follows:

**Composite Score Total of All Weighted Scores for the Performance Criteria**

Where:

- (i) The Weighted Score for each Performance Criterion equals Criterion Weight x Criterion Value;
- (ii) The Criterion Value is measured from “Excellent” to “Poor” with corresponding values of 5 (for “Excellent” performance) to 1 (for “Poor” performance) as set out in the Incentive Compensation Charts and evaluated based on the performance of the Service Provider;
- (iii) The Criterion Value which the Operator receives for any Performance Criterion is based upon the technical standards set out in the Incentive Compensation Charts under the headings, “Excellent”, “Very Good”, “Good”, “Fair”, and “Poor” as compared against the Operator’s actual technical standards in each Contract Year; and
- (iv) If the Service Provider’s actual performance in a Contract Year,
  - (a) exceeds the technical standards for an “Excellent” Criterion Value, then the Criterion Value shall be 5;
  - (b) is less than the technical standards for a “Poor” Criterion Value, then the Criterion Value shall be zero; or
  - (c) is in between the technical standards for two Criterion Values, then the Criterion

Value shall be rounded down to the nearest whole number or 0.5 decimal point.

2. For the purpose of clarity, it is noted that there are only ten Criterion Values to be used as follows: 0, 1, 1.5, 2, 2.5, 3, 3.5, 4, 4.5 and 5.

3. Notwithstanding paragraphs 1 and 2 above, with respect to the Performance Criterion relating to institutional improvements in Attachment #2 The Incentive Compensation Charts 1-8,

- (a) if the Service Provider’s actual performance in a Contract Year is less than the technical standard for a “Fair” Criterion Value, then the Criterion Value shall be zero;
- (b) for the purpose of clarity, it is noted that there are only three Criterion Values to be used as follows: 0, 2 and 5; and
- (c) each of the documents or plans listed under the Performance Criterion shall be scored with the appropriate Criterion Value and a mean average score will be taken to calculate the Criterion Value for the Performance Criterion, which shall be rounded down to the nearest whole point or 0.5 decimal point.

4. For ease of reference, the following calculation represents the calculation of the Composite Score for a hypothetical Service Provider for four performance criteria in one Contract Year.

**Sample Incentive Compensation Chart**

Performance Criterion		Units	Criterion Values				
			Weight				
			Excellent	Very Good	Good	Fair	Poor
1.	e.g. Electricity use [% reduction in kW. hr consumed from Base Year]	0.30	65	55	50	40	30
2.	[Criterion 2] [ ]	0.25	20	19	17	16	15
3.	[Criterion 3] [ ]	0.15	30	25	20	15	10
4.	[Criterion ~] [ ]	0.30	90	85	80	75	70

The following table demonstrates the procedure for the calculation of the “**Composite Score**”, if at the end of the year the achievements of the Service Provider are as follows:

1.	[e.g. Electricity use]	57
2.	[Criterion 2]	22
3.	[Criterion 3]	29
4.	[Criterion 4]	69

## Performance Incentive Compensation Appendix

### Chart 1

#### Performance Incentive Obligations

Year [1]

Services			Criterion Values					
Apndx. Ref.	Performance Criterion	Units	Weight	Excellent 5	Very Good 4	Good 3	Fair 2	Poor 1
	[Development of Plans and Programs <sup>1</sup> ]	Quality and Timeliness	[0.45]	Completed on time with no need for revision to the substance of the document	N/A	N/A	Completed on time but requires revision to the substance of the document	N/A
	[Energy Management]	% reduction of kilowatt hours of electricity per unit produced from Base Year	[0.25]	4	3.5	3	2.5	2
	[Computerized Billing and Collection System]	number of days after the Starting Date until the computerized billing and collection system is in place	[0.30]	140	150	160	170	180

**[Note: The chart is a sample only.]**

(1) In respect of the Plans and Programs each plan or program listed in Section [•] shall be given a score of either 5 (Excellent), 2 (Fair) or (0) and the average score for all plans and programs shall be multiplied by the Criteria Weight. The average score shall be rounded to the nearest .5 decimal.

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**Appendix H- CODE OF CONDUCT FOR SERVICE PROVIDER'S  
PERSONNEL**

## Appendix I- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH), Gender-Based Violence (GBV) Performance Declaration for Subcontractors

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

Subcontractor’s Name: *[insert full name]*  
 Date: *[insert day, month, year]*  
 Contract reference *[insert contract reference]*  
 Page *[insert page number]* of *[insert total number]* pages

<b>SEA and/or SH Declaration</b>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH/GBV obligations.</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH/GBV obligations.</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH/GBV obligations. An arbitral award on the disqualification case has been made in our favor.</p>
<p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>

Name of the Subcontractor \_\_\_\_\_

Name of the person duly authorized to sign on behalf of the Subcontractor \_\_\_\_\_

Title of the person signing on behalf of the Subcontractor \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Countersignature of authorized representative of the Contractor:

Signature: \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

## Section X - Contract Forms

### Table of Forms

<b>Notification of Intention to Award .....</b>	<b>157</b>
<b>Beneficial Ownership Disclosure Form .....</b>	<b>161</b>
<b>Letter of Acceptance .....</b>	<b>163</b>
<b>Contract Agreement .....</b>	<b>164</b>
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<b>Advance Payment Security .....</b>	<b>170</b>

## Notification of Intention to Award

***[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid unless the Bidder has previously received notice of exclusion from the process at an interim stage of the procurement process]***

***[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]***

For the attention of Bidder's Authorized Representative

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

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

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

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

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

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

## Notification of Intention to Award

**Employer:** *[insert the name of the Employer]*

**Project:** *[insert name of project]*

**Contract title:** *[insert the name of the contract]*

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

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

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

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

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

### 1. The successful Bidder

<b>Name:</b>	<i>[insert name of successful Bidder]</i>
<b>Address:</b>	<i>[insert address of the successful Bidder]</i>

<b>Contract price:</b>	<i>[insert contract price of the successful Bid]</i>
<b>Total combined score:</b>	<i>[insert the total combined score of the successful Bidder]</i>

**2. Other Bidders** *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid, Bid prices as read out and evaluated, technical scores and combined scores.]*

<b>Name of Bidder</b>	<b>Technical Score</b>	<b>Bid price</b>	<b>Evaluated Bid cost (if applicable)</b>	<b>Combined Score</b>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>

**3. Reason/s why your Bid was unsuccessful** *[Delete if the combined score already reveals the reason]*

***[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.]***

**4. How to request a debriefing**

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

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

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

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

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

**Agency:** *[insert name of Employer]*

**Email address:** *[insert email address]*

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

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

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

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

## 5. How to make a complaint

**DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, *[insert date]* (local time).**

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

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

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

**Agency:** *[insert name of Employer]*

**Email address:** *[insert email address]*

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

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

Further information:

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

a sample letter of complaint.

In summary, there are four essential requirements:

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

**6. Standstill Period**

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

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

The Standstill Period may be extended. as stated in Section 4 above. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

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

On behalf of the Employer:

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## Beneficial Ownership Disclosure Form

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

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

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

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

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

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

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

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.

## Letter of Acceptance

*[letterhead paper of the Employer]*

*[date]*

To: *[name and address of the Service Provider]*

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

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

**Note:** Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bid Data Sheet]*,

**or**

We accept that *[name proposed by Bidder]* be appointed as the Adjudicator

**or**

We do not accept that *[name proposed by Bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with ITB 47.1

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Contract

## Contract Agreement

This AGREEMENT is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]*

### WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Employer has received *[or has applied for]* a loan from the International Bank for Reconstruction and Development (hereinafter called the “Bank”) *[or a credit from the International Development Association (hereinafter called the “Association”)]* towards the cost of the Services and intends to apply a portion of the proceeds of this loan *[or credit]* to eligible payments under this Contract, it being understood (i) that payments by the Bank *[or Association]* will be made only at the request of the Employer and upon approval by the Bank *[or Association]*, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan *[or credit]*, and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the loan *[or credit]* or have any claim to the loan *[or credit]* proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Letter of Bid;
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;

- (f) the Priced Activity Schedule; and
- (g) The following Appendices: [*Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation

Appendix H: Code of Conduct for Service Provider’s Personnel

- 2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
  - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of \_\_\_\_\_ on the day, month and year indicated above.

**For and on behalf of the Employer:**

Signed: *[insert signature]*

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

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

**For and on behalf of the Service Provider:**

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

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

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

## Performance Security

### Option 1: (Bank Guarantee)

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

*[Guarantor letterhead or SWIFT identifier code]*

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

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

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *\_\_ [insert name of Service Provider which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the Non-Consulting Services of *\_\_ [insert name of contract and brief description of the Non-Consulting 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]*,<sup>1</sup> 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...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

<sup>1</sup> *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

<sup>2</sup> *Insert the date twenty-eight days after the expected completion date as described in GCC. The Service Provider should note that in the event of an extension of this date for completion of the Contract, the Service Provider would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and*

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

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*[signature(s)]*

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

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*must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Service Provider 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."*

## Option 2: Performance Bond – Not Applicable

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

WHEREAS the Service Provider has entered into a written Agreement with the Employer dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, for [*name of contract and brief description of Non-Consulting Services*] in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

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

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

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

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

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

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

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

## Advance Payment Security

*[Guarantor letterhead or SWIFT identifier code]*

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

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

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Service Provider, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Non-Consulting 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]*<sup>1</sup> upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Services; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been

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<sup>1</sup> *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 Employer.*

credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

\_\_\_\_\_  
*[signature(s)]*

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

# **ANNEXES – LIST OF SITES**

**ANNEX 1 - LIST OF SITES FOR CONNECTIVITY-270**

S/N	CIC Name	Site Type	Project Site ID	GovID	Region
1	ABAKRAMPA CIC	CIC	GDAP-LM-CIC-001	CIC001	CENTRAL REGION
2	ABANKRO CIC	CIC	GDAP-LM-CIC-002	CIC002	ASHANTI REGION
3	ABESEWA CIC	CIC	GDAP-LM-CIC-003	CIC003	ASHANTI REGION
4	ABETIFI CIC	CIC	GDAP-LM-CIC-004	CIC004	EASTERN REGION
5	ABURA DUNKWA (REP) CIC	CIC	GDAP-LM-CIC-005	CIC005	CENTRAL REGION
6	ADUKROM CIC	CIC	GDAP-LM-CIC-006	CIC006	ASHANTI REGION
7	AGONA CIC	CIC	GDAP-LM-CIC-007	CIC007	ASHANTI REGION
8	AGONA ABODOM CIC	CIC	GDAP-LM-CIC-008	CIC008	CENTRAL REGION
9	AGONA SWEDRU CIC	CIC	GDAP-LM-CIC-009	CIC009	CENTRAL REGION
10	AKATSI CIC	CIC	GDAP-LM-CIC-010	CIC010	VOLTA REGION
11	AKIM ODA CIC	CIC	GDAP-LM-CIC-011	CIC011	EASTERN REGION
12	AKIM SWEDRU CIC	CIC	GDAP-LM-CIC-012	CIC012	EASTERN REGION
13	AKOKOA CIC	CIC	GDAP-LM-CIC-013	CIC013	BONO EAST REGION
14	AKONTOMBRA CIC	CIC	GDAP-LM-CIC-014	CIC014	WESTERN NORTH REGION
15	AKUMA CIC	CIC	GDAP-LM-CIC-015	CIC015	BONO EAST REGION
16	AKWADUM CIC	CIC	GDAP-LM-CIC-016	CIC016	EASTERN REGION
17	AKYEM BOSEASO CIC	CIC	GDAP-LM-CIC-017	CIC017	EASTERN REGION
18	AKYEM KWABENG CIC	CIC	GDAP-LM-CIC-018	CIC018	EASTERN REGION
19	AMANFROM CIC	CIC	GDAP-LM-CIC-019	CIC019	EASTERN REGION
20	AMASAMAN CIC	CIC	GDAP-LM-CIC-020	CIC020	GREATER ACCRA REGION
21	AMOAKO CIC	CIC	GDAP-LM-CIC-021	CIC021	ASHANTI REGION
22	AMUNI CIC	CIC	GDAP-LM-CIC-022	CIC022	WESTERN REGION

S/N	CIC Name	Site Type	Project Site ID	GovID	Region
23	ANOMABO CIC	CIC	GDAP-LM-CIC-023	CIC023	CENTRAL REGION
24	ANYINASU CIC	CIC	GDAP-LM-CIC-024	CIC024	ASHANTI REGION
25	ASANKRAGUA CIC	CIC	GDAP-LM-CIC-025	CIC025	WESTERN REGION
26	ASAWASE CIC	CIC	GDAP-LM-CIC-026	CIC026	ASHANTI REGION
27	ASHAIMAN (REP) CIC	CIC	GDAP-LM-CIC-027	CIC027	GREATER ACCRA REGION
28	ASSASAN CIC	CIC	GDAP-LM-CIC-028	CIC028	CENTRAL REGION
29	ASSIN FOSU 1 CIC	CIC	GDAP-LM-CIC-029	CIC029	CENTRAL REGION
30	ASSIN FOSU 2 CIC	CIC	GDAP-LM-CIC-030	CIC030	CENTRAL REGION
31	ASSIN MANSO CIC	CIC	GDAP-LM-CIC-031	CIC031	CENTRAL REGION
32	ASUOM CIC	CIC	GDAP-LM-CIC-032	CIC032	EASTERN REGION
33	ATONSU CIC	CIC	GDAP-LM-CIC-033	CIC033	ASHANTI REGION
34	AWISA CIC	CIC	GDAP-LM-CIC-034	CIC034	EASTERN REGION
35	AXIM CIC	CIC	GDAP-LM-CIC-035	CIC035	WESTERN REGION
36	AYOMSO (REP) CIC	CIC	GDAP-LM-CIC-036	CIC036	AHAFO REGION
37	BANTAMA CIC	CIC	GDAP-LM-CIC-037	CIC037	ASHANTI REGION
38	BECHEM CIC	CIC	GDAP-LM-CIC-038	CIC038	AHAFO REGION
39	BEKWAI CIC	CIC	GDAP-LM-CIC-039	CIC039	ASHANTI REGION
40	BIBIANI CIC	CIC	GDAP-LM-CIC-040	CIC040	WESTERN NORTH REGION
41	BIENI (JANET BRAKO) CIC	CIC	GDAP-LM-CIC-041	CIC041	EASTERN REGION
42	BIMBILLA CIC	CIC	GDAP-LM-CIC-042	CIC042	NORTHERN REGION
43	BOLE CIC	CIC	GDAP-LM-CIC-043	CIC043	SAVANNAH REGION
44	BOLGANTANGA CIC	CIC	GDAP-LM-CIC-044	CIC044	UPPER EAST REGION
45	BONGO CIC	CIC	GDAP-LM-CIC-045	CIC045	UPPER EAST REGION
46	BONWIRE CIC	CIC	GDAP-LM-CIC-046	CIC046	ASHANTI REGION

S/N	CIC Name	Site Type	Project Site ID	GovID	Region
47	BOTOKU CIC	CIC	GDAP-LM-CIC-047	CIC047	VOLTA REGION
48	BUSUNYA CIC	CIC	GDAP-LM-CIC-048	CIC048	BONO EAST REGION
49	CHIRAA CIC	CIC	GDAP-LM-CIC-049	CIC049	BONO REGION
50	DABOASE CIC	CIC	GDAP-LM-CIC-050	CIC050	WESTERN REGION
51	DADIESO CIC	CIC	GDAP-LM-CIC-051	CIC051	WESTERN NORTH REGION
52	DAFFIAMA CIC	CIC	GDAP-LM-CIC-052	CIC052	UPPER WEST REGION
53	DAMBAI CIC	CIC	GDAP-LM-CIC-053	CIC053	OTI REGION
54	DAMONGO CIC	CIC	GDAP-LM-CIC-054	CIC054	SAVANNAH REGION
55	DAWHENYA CIC	CIC	GDAP-LM-CIC-055	CIC055	GREATER ACCRA REGION
56	DERMA CIC	CIC	GDAP-LM-CIC-056	CIC056	AHAFO REGION
57	DODOWA CIC	CIC	GDAP-LM-CIC-057	CIC057	GREATER ACCRA REGION
58	DOMPOASE CIC	CIC	GDAP-LM-CIC-058	CIC058	ASHANTI REGION
59	DORIMON CIC	CIC	GDAP-LM-CIC-059	CIC059	UPPER WEST REGION
60	DROBO CIC	CIC	GDAP-LM-CIC-060	CIC060	BONO REGION
61	DUAYAW NKWANTA CIC	CIC	GDAP-LM-CIC-061	CIC061	AHAFO REGION
62	DWENASE CIC	CIC	GDAP-LM-CIC-062	CIC062	EASTERN REGION
63	EFFIDUASE CIC	CIC	GDAP-LM-CIC-063	CIC063	ASHANTI REGION
64	EGUAFO CIC	CIC	GDAP-LM-CIC-064	CIC064	CENTRAL REGION
65	EJURA CIC	CIC	GDAP-LM-CIC-065	CIC065	ASHANTI REGION
66	ELMINA CIC	CIC	GDAP-LM-CIC-066	CIC066	CENTRAL REGION
67	ENCHI CIC	CIC	GDAP-LM-CIC-067	CIC067	WESTERN NORTH REGION
68	FORDJOURKROM CIC	CIC	GDAP-LM-CIC-068	CIC068	WESTERN REGION
69	FUNSI CIC	CIC	GDAP-LM-CIC-069	CIC069	UPPER WEST REGION

S/N	CIC Name	Site Type	Project Site ID	GovID	Region
70	GAMBAGA CIC	CIC	GDAP-LM-CIC-070	CIC070	NORTH EAST REGION
71	GLEFE CIC	CIC	GDAP-LM-CIC-071	CIC071	GREATER ACCRA REGION
72	GOASO CIC	CIC	GDAP-LM-CIC-072	CIC072	AHAFO REGION
73	GOKA CIC	CIC	GDAP-LM-CIC-073	CIC073	BONO REGION
74	GOMOA ABOSO CIC	CIC	GDAP-LM-CIC-074	CIC074	CENTRAL REGION
75	GUSHEGU CIC	CIC	GDAP-LM-CIC-075	CIC075	NORTHERN REGION
76	GWOLU CIC	CIC	GDAP-LM-CIC-076	CIC076	UPPER WEST REGION
77	GYADAM CIC	CIC	GDAP-LM-CIC-077	CIC077	ASHANTI REGION
78	HEMANG CIC	CIC	GDAP-LM-CIC-078	CIC078	ASHANTI REGION
79	HO CIC	CIC	GDAP-LM-CIC-079	CIC079	VOLTA REGION
80	HON. MARTIN KORSAH (TECHIMAN) CIC	CIC	GDAP-LM-CIC-080	CIC080	BONO EAST REGION
81	JAMASI CIC	CIC	GDAP-LM-CIC-081	CIC081	ASHANTI REGION
82	JANGA CIC	CIC	GDAP-LM-CIC-082	CIC082	NORTH EAST REGION
83	JASIKAN CIC & REGIONAL OFFICE CIC	CIC	GDAP-LM-CIC-083	CIC083	OTI REGION
84	JASIKAN OKADJAKROM CIC	CIC	GDAP-LM-CIC-084	CIC084	OTI REGION
85	JEMA CIC	CIC	GDAP-LM-CIC-085	CIC085	BONO EAST REGION
86	JIRAPA CIC	CIC	GDAP-LM-CIC-086	CIC086	UPPER WEST REGION
87	JUABOSO CIC	CIC	GDAP-LM-CIC-087	CIC087	WESTERN NORTH REGION
88	JUKWA CIC	CIC	GDAP-LM-CIC-088	CIC088	CENTRAL REGION
89	KADJEBI CIC	CIC	GDAP-LM-CIC-089	CIC089	OTI REGION
90	KALEO CIC	CIC	GDAP-LM-CIC-090	CIC090	UPPER WEST REGION
91	KARAGA CIC	CIC	GDAP-LM-CIC-091	CIC091	NORTHERN REGION
92	KETA CIC	CIC	GDAP-LM-CIC-092	CIC092	VOLTA REGION
93	KETAN CIC	CIC	GDAP-LM-CIC-093	CIC093	WESTERN REGION

S/N	CIC Name	Site Type	Project Site ID	GovID	Region
94	KODIE CIC	CIC	GDAP-LM-CIC-094	CIC094	ASHANTI REGION
95	KOFORIDUA CIC	CIC	GDAP-LM-CIC-095	CIC095	EASTERN REGION
96	KOKOFU CIC	CIC	GDAP-LM-CIC-096	CIC096	ASHANTI REGION
97	KPANDO CIC	CIC	GDAP-LM-CIC-097	CIC097	VOLTA REGION
98	KPEMBE CIC	CIC	GDAP-LM-CIC-098	CIC098	SAVANNAH REGION
99	KPETOE CIC	CIC	GDAP-LM-CIC-099	CIC099	VOLTA REGION
100	KRACHI CIC	CIC	GDAP-LM-CIC-100	CIC100	OTI REGION
101	KRUWA CIC	CIC	GDAP-LM-CIC-101	CIC101	CENTRAL REGION
102	KUMAWU CIC	CIC	GDAP-LM-CIC-102	CIC102	ASHANTI REGION
103	KUNTANASE CIC	CIC	GDAP-LM-CIC-103	CIC103	ASHANTI REGION
104	KWABENYA JOHN ARMAH CIC	CIC	GDAP-LM-CIC-104	CIC104	GREATER ACCRA REGION
105	KWABENYA ROUNDABOUT CIC	CIC	GDAP-LM-CIC-105	CIC105	GREATER ACCRA REGION
106	KWAHU PRASO CIC	CIC	GDAP-LM-CIC-106	CIC106	EASTERN REGION
107	KWASHIEKUMA CIC	CIC	GDAP-LM-CIC-107	CIC107	GREATER ACCRA REGION
108	KYEBI CIC	CIC	GDAP-LM-CIC-108	CIC108	EASTERN REGION
109	LAWRA CIC	CIC	GDAP-LM-CIC-109	CIC109	UPPER WEST REGION
110	MAMPONTENG CIC	CIC	GDAP-LM-CIC-110	CIC110	ASHANTI REGION
111	MANHEAN CIC	CIC	GDAP-LM-CIC-111	CIC111	GREATER ACCRA REGION
112	MANKESSIM CIC	CIC	GDAP-LM-CIC-112	CIC112	CENTRAL REGION
113	MANKRONG CIC	CIC	GDAP-LM-CIC-113	CIC113	CENTRAL REGION
114	MANSO AMENFI CIC	CIC	GDAP-LM-CIC-114	CIC114	WESTERN REGION
115	MANSO NKWANTA CIC	CIC	GDAP-LM-CIC-115	CIC115	ASHANTI REGION
116	MEPE CIC	CIC	GDAP-LM-CIC-116	CIC116	VOLTA REGION

S/N	CIC Name	Site Type	Project Site ID	GovID	Region
117	MPASATIA CIC	CIC	GDAP-LM-CIC-117	CIC117	ASHANTI REGION
118	MPRAESO CIC	CIC	GDAP-LM-CIC-118	CIC118	EASTERN REGION
119	NALERIGU CIC	CIC	GDAP-LM-CIC-119	CIC119	NORTH EAST REGION
120	NANDOM CIC	CIC	GDAP-LM-CIC-120	CIC120	UPPER WEST REGION
121	NAVRONGO CIC	CIC	GDAP-LM-CIC-121	CIC121	UPPER EAST REGION
122	NEW EDUBIASE CIC	CIC	GDAP-LM-CIC-122	CIC122	ASHANTI REGION
123	NGLESHI AMANFRO CIC	CIC	GDAP-LM-CIC-123	CIC123	GREATER ACCRA REGION
124	NKAWIE CIC	CIC	GDAP-LM-CIC-124	CIC124	ASHANTI REGION
125	NKAWKAW CIC	CIC	GDAP-LM-CIC-125	CIC125	EASTERN REGION
126	NKORANZA CIC	CIC	GDAP-LM-CIC-126	CIC126	BONO EAST REGION
127	NKWANTA CIC	CIC	GDAP-LM-CIC-127	CIC127	OTI REGION
128	NKWANTATWAM CIC	CIC	GDAP-LM-CIC-128	CIC128	WESTERN REGION
129	NSUTA KWAMANG CIC	CIC	GDAP-LM-CIC-129	CIC129	ASHANTI REGION
130	OBOMENG CIC	CIC	GDAP-LM-CIC-130	CIC130	EASTERN REGION
131	OFOASE CIC	CIC	GDAP-LM-CIC-131	CIC131	EASTERN REGION
132	OLD TAFO CIC	CIC	GDAP-LM-CIC-132	CIC132	ASHANTI REGION
133	PANTANG CIC	CIC	GDAP-LM-CIC-133	CIC133	GREATER ACCRA REGION
134	PEKI CIC	CIC	GDAP-LM-CIC-134	CIC134	VOLTA REGION
135	SABGNARIGU CIC	CIC	GDAP-LM-CIC-135	CIC135	NORTHERN REGION
136	SABOBA CIC	CIC	GDAP-LM-CIC-136	CIC136	NORTHERN REGION
137	SAMPA CIC	CIC	GDAP-LM-CIC-137	CIC137	BONO REGION
138	SAMREBOI CIC	CIC	GDAP-LM-CIC-138	CIC138	WESTERN REGION
139	SANDEMA CIC	CIC	GDAP-LM-CIC-139	CIC139	UPPER EAST REGION
140	SAWABA CIC	CIC	GDAP-LM-CIC-140	CIC140	ASHANTI REGION

S/N	CIC Name	Site Type	Project Site ID	GovID	Region
141	SEFWI WIASWO CIC	CIC	GDAP-LM-CIC-141	CIC141	WESTERN NORTH REGION
142	SEGE CIC	CIC	GDAP-LM-CIC-142	CIC142	GREATER ACCRA REGION
143	SENYA BERAKU CIC	CIC	GDAP-LM-CIC-143	CIC143	CENTRAL REGION
144	SENYA BERAKU (TECHHUB) CIC	CIC	GDAP-LM-CIC-144	CIC144	CENTRAL REGION
145	SOABE CIC	CIC	GDAP-LM-CIC-145	CIC145	EASTERN REGION
146	SOMANYA CIC	CIC	GDAP-LM-CIC-146	CIC146	EASTERN REGION
147	SORBELLE CIC	CIC	GDAP-LM-CIC-147	CIC147	UPPER WEST REGION
148	SUHUM CIC	CIC	GDAP-LM-CIC-148	CIC148	EASTERN REGION
149	SUNYANI CIC	CIC	GDAP-LM-CIC-149	CIC149	BONO REGION
150	TAIFA CIC	CIC	GDAP-LM-CIC-150	CIC150	GREATER ACCRA REGION
151	TAKROWASE CIC	CIC	GDAP-LM-CIC-151	CIC151	EASTERN REGION
152	TAMALE GCNET CIC	CIC	GDAP-LM-CIC-152	CIC152	NORTHERN REGION
153	TECHIMAN CIC	CIC	GDAP-LM-CIC-153	CIC153	BONO EAST REGION
154	TECHIMAN KROBO CIC	CIC	GDAP-LM-CIC-154	CIC154	BONO EAST REGION
155	TECHIMANTIA CIC	CIC	GDAP-LM-CIC-155	CIC155	AHAFO REGION
156	TEGBI CIC	CIC	GDAP-LM-CIC-156	CIC156	VOLTA REGION
157	TEPA CIC	CIC	GDAP-LM-CIC-157	CIC157	ASHANTI REGION
158	TOLON CIC	CIC	GDAP-LM-CIC-158	CIC158	NORTHERN REGION
159	TONGO CIC	CIC	GDAP-LM-CIC-159	CIC159	UPPER EAST REGION
160	TSITO CIC	CIC	GDAP-LM-CIC-160	CIC160	VOLTA REGION
161	TUMU CIC	CIC	GDAP-LM-CIC-161	CIC161	UPPER WEST REGION
162	TWIFO PRASO CIC	CIC	GDAP-LM-CIC-162	CIC162	CENTRAL REGION
163	WA CIC	CIC	GDAP-LM-CIC-163	CIC163	UPPER WEST REGION
164	WALEWALE CIC	CIC	GDAP-LM-CIC-164	CIC164	NORTH EAST REGION

S/N	CIC Name	Site Type	Project Site ID	GovID	Region
165	WASSA AKROPONG CIC	CIC	GDAP-LM-CIC-165	CIC165	WESTERN REGION
166	WENCHI CIC	CIC	GDAP-LM-CIC-166	CIC166	BONO REGION
167	WETA CIC	CIC	GDAP-LM-CIC-167	CIC167	VOLTA REGION
168	YAGABA CIC	CIC	GDAP-LM-CIC-168	CIC168	NORTH EAST REGION
169	YENDI CIC	CIC	GDAP-LM-CIC-169	CIC169	NORTHERN REGION
170	ZEBILLA CIC	CIC	GDAP-LM-CIC-170	CIC170	UPPER EAST REGION
171	SANG GES OFFICE	MDA (TSIP)	GDAP-LM-MDA-001	GOV952	NORTHERN REGION
172	SANG GES OFFICE (CONSTRUCTED AS PART OF THE PROJECT)	MDA (TSIP)	GDAP-LM-MDA-002	GOV953	NORTHERN REGION
173	YENDI NURSING TRAINING	MDA (TSIP)	GDAP-LM-MDA-003	GOV954	NORTHERN REGION
174	YENDI GHA OFFICE (CONSTRUCTED AS PART OF THE PROJECT)	MDA (TSIP)	GDAP-LM-MDA-004	GOV955	NORTHERN REGION
175	YENDI FORESTRY COMMISSION	MDA (TSIP)	GDAP-LM-MDA-005	GOV956	NORTHERN REGION
176	YENDI COURTHOUSE	MDA (TSIP)	GDAP-LM-MDA-006	GOV957	NORTHERN REGION
177	ZABZUGU GES OFFICE	MDA (TSIP)	GDAP-LM-MDA-007	GOV958	NORTHERN REGION
178	ZABZUGU POLICE STATION	MDA (TSIP)	GDAP-LM-MDA-008	GOV959	NORTHERN REGION
179	TATALE GES OFFICE	MDA (TSIP)	GDAP-LM-MDA-009	GOV960	NORTHERN REGION
180	TATALE NATIONAL AMBULANCE SERVICE	MDA (TSIP)	GDAP-LM-MDA-010	GOV961	NORTHERN REGION
181	ANKAFUL POTS	MDA (PRISONS)	GDAP-LM-MDA-011	GOV962	CENTRAL REGION
182	ANKAFUL ANNEX	MDA (PRISONS)	GDAP-LM-MDA-012	GOV963	CENTRAL REGION
183	ANKAFUL C.D.P	MDA (PRISONS)	GDAP-LM-MDA-013	GOV964	CENTRAL REGION

S/N	CIC Name	Site Type	Project Site ID	GovID	Region
184	WINNEBA LOCAL	MDA (PRISONS)	GDAP-LM-MDA-014	GOV965	CENTRAL REGION
185	OSAMKROM CAMP	MDA (PRISONS)	GDAP-LM-MDA-015	GOV966	CENTRAL REGION
186	AWUTU CAMP	MDA (PRISONS)	GDAP-LM-MDA-016	GOV967	CENTRAL REGION
187	NSAWAM MED.SEC.	MDA (PRISONS)	GDAP-LM-MDA-017	GOV968	EASTERN REGION
188	NSAWAM FEMALE	MDA (PRISONS)	GDAP-LM-MDA-018	GOV969	EASTERN REGION
189	NSAWAM CAMP	MDA (PRISONS)	GDAP-LM-MDA-019	GOV970	EASTERN REGION
190	KOFORIDUA LOCAL	MDA (PRISONS)	GDAP-LM-MDA-020	GOV971	EASTERN REGION
191	AKUSE LOCAL	MDA (PRISONS)	GDAP-LM-MDA-021	GOV972	EASTERN REGION
192	AKUSE FEMALE	MDA (PRISONS)	GDAP-LM-MDA-022	GOV973	EASTERN REGION
193	FORIFORI CAMP	MDA (PRISONS)	GDAP-LM-MDA-023	GOV974	EASTERN REGION
194	P.O.T.S	MDA (PRISONS)	GDAP-LM-MDA-024	GOV975	GREATER ACCRA REGION
195	JAMES CAMP	MDA (PRISONS)	GDAP-LM-MDA-025	GOV976	GREATER ACCRA REGION
196	S.C.C	MDA (PRISONS)	GDAP-LM-MDA-026	GOV977	GREATER ACCRA REGION
197	TAMALE CENTRAL	MDA (PRISONS)	GDAP-LM-MDA-027	GOV978	NORTHERN REGION
198	TAMALE FEMALE	MDA (PRISONS)	GDAP-LM-MDA-028	GOV979	NORTHERN REGION
199	YENDI LOCAL	MDA (PRISONS)	GDAP-LM-MDA-029	GOV980	NORTHERN REGION
200	GAMBAGA LOCAL	MDA (PRISONS)	GDAP-LM-MDA-030	GOV981	NORTH EAST REGION
201	SALAGA LOCAL	MDA (PRISONS)	GDAP-LM-MDA-031	GOV982	SAVANNAH REGION

S/N	CIC Name	Site Type	Project Site ID	GovID	Region
202	DAMONGO CAMP	MDA (PRISONS)	GDAP-LM-MDA-032	GOV983	SAVANNAH REGION
203	NAVRONGO CENTRAL	MDA (PRISONS)	GDAP-LM-MDA-033	GOV984	UPPER EAST REGION
204	BAWKU LOCAL	MDA (PRISONS)	GDAP-LM-MDA-034	GOV985	UPPER EAST REGION
205	WA CENTRAL	MDA (PRISONS)	GDAP-LM-MDA-035	GOV986	UPPER WEST REGION
206	HO CENTRAL	MDA (PRISONS)	GDAP-LM-MDA-036	GOV987	VOLTA REGION
207	HO FEMALE	MDA (PRISONS)	GDAP-LM-MDA-037	GOV988	VOLTA REGION
208	KPANDO LOCAL	MDA (PRISONS)	GDAP-LM-MDA-038	GOV989	VOLTA REGION
209	KETE KRACHI LOCAL	MDA (PRISONS)	GDAP-LM-MDA-039	GOV990	OTI REGION
210	SEKONDI CENTRAL	MDA (PRISONS)	GDAP-LM-MDA-040	GOV991	WESTERN REGION
211	SEKONDI FEMALE	MDA (PRISONS)	GDAP-LM-MDA-041	GOV992	WESTERN REGION
212	EKUASI CAMP	MDA (PRISONS)	GDAP-LM-MDA-042	GOV993	WESTERN REGION
213	TARKWA LOCAL	MDA (PRISONS)	GDAP-LM-MDA-043	GOV994	WESTERN REGION
214	HIAWA CAMP	MDA (PRISONS)	GDAP-LM-MDA-044	GOV995	WESTERN REGION
215	KUMASI CENTRAL	MDA (PRISONS)	GDAP-LM-MDA-045	GOV996	ASHANTI REGION
216	KUMASI FEMALE	MDA (PRISONS)	GDAP-LM-MDA-046	GOV997	ASHANTI REGION
217	MANHYIA LOCAL	MDA (PRISONS)	GDAP-LM-MDA-047	GOV998	ASHANTI REGION
218	OBUASI LOCAL	MDA (PRISONS)	GDAP-LM-MDA-048	GOV999	ASHANTI REGION
219	AMANFROM CAMP	MDA (PRISONS)	GDAP-LM-MDA-049	GOV1000	ASHANTI REGION

S/N	CIC Name	Site Type	Project Site ID	GovID	Region
220	AHINSAN CAMP	MDA (PRISONS)	GDAP-LM-MDA-050	GOV1001	ASHANTI REGION
221	EJURA CAMP	MDA (PRISONS)	GDAP-LM-MDA-051	GOV1002	ASHANTI REGION
222	SUNYANI CENTRAL	MDA (PRISONS)	GDAP-LM-MDA-052	GOV1003	BONO REGION
223	SUNYANI FEMALE	MDA (PRISONS)	GDAP-LM-MDA-053	GOV1004	BONO REGION
224	D/NKWANTA CAMP	MDA (PRISONS)	GDAP-LM-MDA-054	GOV1005	AHAFO REGION
225	KENYASI CAMP	MDA (PRISONS)	GDAP-LM-MDA-055	GOV1006	AHAFO REGION
226	YEJI CAMP	MDA (PRISONS)	GDAP-LM-MDA-056	GOV1007	BONO EAST REGION
227	EPA WEIJA-GBAWE MUNICIPAL (WEIJA)	MDA (EPA)	GDAP-LM-MDA-057	GOV1008	GREATER ACCRA REGION
228	EPA LA NKWANTANANG MUNICIPAL (MADINA)	MDA (EPA)	GDAP-LM-MDA-058	GOV1009	GREATER ACCRA REGION
229	EPA SHAI-OSUDOKU DISTRICT (AFARIWA – ASHAIMAN)	MDA (EPA)	GDAP-LM-MDA-059	GOV1010	GREATER ACCRA REGION
230	EPA NINGO PRAMPAM MUNICIPAL	MDA (EPA)	GDAP-LM-MDA-060	GOV1011	GREATER ACCRA REGION
231	EPA TANO NORTH MUNICIPAL (DUAYAW NKWANTA)	MDA (EPA)	GDAP-LM-MDA-061	GOV1012	AHAFO REGION
232	EPA DORMAA CENTRAL MUNICIPAL (DORMAA)	MDA (EPA)	GDAP-LM-MDA-062	GOV1013	BONO REGION
233	EPA WENCHI MUNICIPAL	MDA (EPA)	GDAP-LM-MDA-063	GOV1014	BONO REGION
234	EPA OBUASI	MDA (EPA)	GDAP-LM-MDA-064	GOV1015	ASHANTI REGION
235	EPA KONONGO	MDA (EPA)	GDAP-LM-MDA-065	GOV1016	ASHANTI REGION
236	EPA AMANSIE WEST DISTRICT (BEKWAI)	MDA (EPA)	GDAP-LM-MDA-066	GOV1017	ASHANTI REGION
237	EPA OFFINSO MUNICIPAL (KODIE)	MDA (EPA)	GDAP-LM-MDA-067	GOV1018	ASHANTI REGION

S/N	CIC Name	Site Type	Project Site ID	GovID	Region
238	EPA MAMPONG MUNICIPAL (ASANTE MAMPONG)	MDA (EPA)	GDAP-LM-MDA-068	GOV1019	ASHANTI REGION
239	EPA ATWIMA NWABIAGYA SOUTH (NKWAIE)	MDA (EPA)	GDAP-LM-MDA-069	GOV1020	ASHANTI REGION
240	EPA EJISU MUNICIPAL (EJISU)	MDA (EPA)	GDAP-LM-MDA-070	GOV1021	ASHANTI REGION
241	EPA MAMPONG	MDA (EPA)	GDAP-LM-MDA-071	GOV1022	ASHANTI REGION
242	EPA MPRAESO	MDA (EPA)	GDAP-LM-MDA-072	GOV1023	EASTERN REGION
243	EPA AKIM ODA	MDA (EPA)	GDAP-LM-MDA-073	GOV1024	EASTERN REGION
244	EPA ABUAKWA SOUTH MUNICIPAL (KIBI)	MDA (EPA)	GDAP-LM-MDA-074	GOV1025	EASTERN REGION
245	EPA YILO KROBO MUNICIPAL (SOMANYA)	MDA (EPA)	GDAP-LM-MDA-075	GOV1026	EASTERN REGION
246	EPA NSAWAM ADOAGYIRI MUNICIPAL (NSAWAM)	MDA (EPA)	GDAP-LM-MDA-076	GOV1027	EASTERN REGION
247	EPA SUHUM MUNICIPAL (SUHUM)	MDA (EPA)	GDAP-LM-MDA-077	GOV1028	EASTERN REGION
248	EPA AKUAPIM NORTH MUNICIPAL AKROPONG	MDA (EPA)	GDAP-LM-MDA-078	GOV1029	EASTERN REGION
249	EPA BIRIM NORTH DISTRICT (NEW ABIREM)	MDA (EPA)	GDAP-LM-MDA-079	GOV1030	EASTERN REGION
250	EPA ASUOGYAMAN DIDSTRICK (ATIMPOKU)	MDA (EPA)	GDAP-LM-MDA-080	GOV1031	EASTERN REGION
251	EPA ELLEMEBELLE	MDA (EPA)	GDAP-LM-MDA-081	GOV1032	WESTERN REGION
252	EPA KASOA	MDA (EPA)	GDAP-LM-MDA-082	GOV1033	CENTRAL REGION
253	EPA DUNKWA-ON-OFFIN	MDA (EPA)	GDAP-LM-MDA-083	GOV1034	CENTRAL REGION
254	EPA SOGAKOPE	MDA (EPA)	GDAP-LM-MDA-084	GOV1035	VOLTA REGION
255	EPA BIMBILLA	MDA (EPA)	GDAP-LM-MDA-085	GOV1036	NORTHERN REGION

S/N	CIC Name	Site Type	Project Site ID	GovID	Region
256	EPA TUMU	MDA (EPA)	GDAP-LM-MDA-086	GOV1037	UPPER WEST REGION
257	EPA ATEBUBU	MDA (EPA)	GDAP-LM-MDA-087	GOV1038	BONO EAST REGION
258	EPA ENCHI	MDA (EPA)	GDAP-LM-MDA-088	GOV1039	WESTERN NORTH REGION
259	EPA WESTERN REGIONAL OFFICE - CAPECOAST	MDA (EPA)	GDAP-LM-MDA-089	GOV1040	CENTRAL REGION
260	EPA ASHANTI REGIONAL OFFICE - KUMASI	MDA (EPA)	GDAP-LM-MDA-090	GOV1041	ASHANTI REGION
261	EPA NORTHERN REGIONAL OFFICE - TAMALE	MDA (EPA)	GDAP-LM-MDA-091	GOV1042	NORTHERN REGION
262	PRAAD ACCRA	MDA (PRAAD)	GDAP-LM-MDA-092	GOV1043	GREATER ACCRA REGION
263	PRAAD KUMASI	MDA (PRAAD)	GDAP-LM-MDA-093	GOV1044	ASHANTI REGION
264	PRAAD CAPECOAST	MDA (PRAAD)	GDAP-LM-MDA-094	GOV1045	CENTRAL REGION
265	PRAAD SEKONDI	MDA (PRAAD)	GDAP-LM-MDA-095	GOV1046	WESTERN REGION
266	PRAAD HO	MDA (PRAAD)	GDAP-LM-MDA-096	GOV1047	VOLTA REGION
267	PRAAD SUNYANI	MDA (PRAAD)	GDAP-LM-MDA-097	GOV1048	BONO REGION
268	PRAAD TAMALE	MDA (PRAAD)	GDAP-LM-MDA-098	GOV1049	NORTHERN REGION
269	PRAAD KOFORIDUA	MDA (PRAAD)	GDAP-LM-MDA-099	GOV1050	EASTERN REGION
270	PRAAD BOLGA	MDA (PRAAD)	GDAP-LM-MDA-100	GOV1051	UPPER EAST REGION

**ANNEX 2 – LIST OF SITES FOR ICT COMPONENT – 170 CICS**

S/N	CIC Name	Site Type	Project Site ID	GovID	Region
1	ABAKRAMPA CIC	CIC	GDAP-LM-CIC-001	CIC001	CENTRAL REGION
2	ABANKRO CIC	CIC	GDAP-LM-CIC-002	CIC002	ASHANTI REGION
3	ABESEWA CIC	CIC	GDAP-LM-CIC-003	CIC003	ASHANTI REGION
4	ABETIFI CIC	CIC	GDAP-LM-CIC-004	CIC004	EASTERN REGION
5	ABURA DUNKWA (REP) CIC	CIC	GDAP-LM-CIC-005	CIC005	CENTRAL REGION
6	ADUKROM CIC	CIC	GDAP-LM-CIC-006	CIC006	ASHANTI REGION
7	AGONA CIC	CIC	GDAP-LM-CIC-007	CIC007	ASHANTI REGION
8	AGONA ABODOM CIC	CIC	GDAP-LM-CIC-008	CIC008	CENTRAL REGION
9	AGONA SWEDRU CIC	CIC	GDAP-LM-CIC-009	CIC009	CENTRAL REGION
10	AKATSI CIC	CIC	GDAP-LM-CIC-010	CIC010	VOLTA REGION
11	AKIM ODA CIC	CIC	GDAP-LM-CIC-011	CIC011	EASTERN REGION
12	AKIM SWEDRU CIC	CIC	GDAP-LM-CIC-012	CIC012	EASTERN REGION
13	AKOKOA CIC	CIC	GDAP-LM-CIC-013	CIC013	BONO EAST REGION
14	AKONTOMBRA CIC	CIC	GDAP-LM-CIC-014	CIC014	WESTERN NORTH REGION
15	AKUMA CIC	CIC	GDAP-LM-CIC-015	CIC015	BONO EAST REGION
16	AKWADUM CIC	CIC	GDAP-LM-CIC-016	CIC016	EASTERN REGION
17	AKYEM BOSEASO CIC	CIC	GDAP-LM-CIC-017	CIC017	EASTERN REGION
18	AKYEM KWABENG CIC	CIC	GDAP-LM-CIC-018	CIC018	EASTERN REGION
19	AMANFROM CIC	CIC	GDAP-LM-CIC-019	CIC019	EASTERN REGION
20	AMASAMAN CIC	CIC	GDAP-LM-CIC-020	CIC020	GREATER ACCRA REGION
21	AMOAKO CIC	CIC	GDAP-LM-CIC-021	CIC021	ASHANTI REGION
22	AMUNI CIC	CIC	GDAP-LM-CIC-022	CIC022	WESTERN REGION

S/N	CIC Name	Site Type	Project Site ID	GovID	Region
23	ANOMABO CIC	CIC	GDAP-LM-CIC-023	CIC023	CENTRAL REGION
24	ANYINASU CIC	CIC	GDAP-LM-CIC-024	CIC024	ASHANTI REGION
25	ASANKRAGUA CIC	CIC	GDAP-LM-CIC-025	CIC025	WESTERN REGION
26	ASAWASE CIC	CIC	GDAP-LM-CIC-026	CIC026	ASHANTI REGION
27	ASHAIMAN (REP) CIC	CIC	GDAP-LM-CIC-027	CIC027	GREATER ACCRA REGION
28	ASSASAN CIC	CIC	GDAP-LM-CIC-028	CIC028	CENTRAL REGION
29	ASSIN FOSU 1 CIC	CIC	GDAP-LM-CIC-029	CIC029	CENTRAL REGION
30	ASSIN FOSU 2 CIC	CIC	GDAP-LM-CIC-030	CIC030	CENTRAL REGION
31	ASSIN MANSO CIC	CIC	GDAP-LM-CIC-031	CIC031	CENTRAL REGION
32	ASUOM CIC	CIC	GDAP-LM-CIC-032	CIC032	EASTERN REGION
33	ATONSU CIC	CIC	GDAP-LM-CIC-033	CIC033	ASHANTI REGION
34	AWISA CIC	CIC	GDAP-LM-CIC-034	CIC034	EASTERN REGION
35	AXIM CIC	CIC	GDAP-LM-CIC-035	CIC035	WESTERN REGION
36	AYOMSO (REP) CIC	CIC	GDAP-LM-CIC-036	CIC036	AHAFO REGION
37	BANTAMA CIC	CIC	GDAP-LM-CIC-037	CIC037	ASHANTI REGION
38	BECHEM CIC	CIC	GDAP-LM-CIC-038	CIC038	AHAFO REGION
39	BEKWAI CIC	CIC	GDAP-LM-CIC-039	CIC039	ASHANTI REGION
40	BIBIANI CIC	CIC	GDAP-LM-CIC-040	CIC040	WESTERN NORTH REGION
41	BIENI (JANET BRAKO) CIC	CIC	GDAP-LM-CIC-041	CIC041	EASTERN REGION
42	BIMBILLA CIC	CIC	GDAP-LM-CIC-042	CIC042	NORTHERN REGION
43	BOLE CIC	CIC	GDAP-LM-CIC-043	CIC043	SAVANNAH REGION
44	BOLGANTANGA CIC	CIC	GDAP-LM-CIC-044	CIC044	UPPER EAST REGION
45	BONGO CIC	CIC	GDAP-LM-CIC-045	CIC045	UPPER EAST REGION
46	BONWIRE CIC	CIC	GDAP-LM-CIC-046	CIC046	ASHANTI REGION

S/N	CIC Name	Site Type	Project Site ID	GovID	Region
47	BOTOKU CIC	CIC	GDAP-LM-CIC-047	CIC047	VOLTA REGION
48	BUSUNYA CIC	CIC	GDAP-LM-CIC-048	CIC048	BONO EAST REGION
49	CHIRAA CIC	CIC	GDAP-LM-CIC-049	CIC049	BONO REGION
50	DABOASE CIC	CIC	GDAP-LM-CIC-050	CIC050	WESTERN REGION
51	DADIESO CIC	CIC	GDAP-LM-CIC-051	CIC051	WESTERN NORTH REGION
52	DAFFIAMA CIC	CIC	GDAP-LM-CIC-052	CIC052	UPPER WEST REGION
53	DAMBAI CIC	CIC	GDAP-LM-CIC-053	CIC053	OTI REGION
54	DAMONGO CIC	CIC	GDAP-LM-CIC-054	CIC054	SAVANNAH REGION
55	DAWHENYA CIC	CIC	GDAP-LM-CIC-055	CIC055	GREATER ACCRA REGION
56	DERMA CIC	CIC	GDAP-LM-CIC-056	CIC056	AHAFO REGION
57	DODOWA CIC	CIC	GDAP-LM-CIC-057	CIC057	GREATER ACCRA REGION
58	DOMPOASE CIC	CIC	GDAP-LM-CIC-058	CIC058	ASHANTI REGION
59	DORIMON CIC	CIC	GDAP-LM-CIC-059	CIC059	UPPER WEST REGION
60	DROBO CIC	CIC	GDAP-LM-CIC-060	CIC060	BONO REGION
61	DUAYAW NKWANTA CIC	CIC	GDAP-LM-CIC-061	CIC061	AHAFO REGION
62	DWENASE CIC	CIC	GDAP-LM-CIC-062	CIC062	EASTERN REGION
63	EFFIDUASE CIC	CIC	GDAP-LM-CIC-063	CIC063	ASHANTI REGION
64	EGUAFO CIC	CIC	GDAP-LM-CIC-064	CIC064	CENTRAL REGION
65	EJURA CIC	CIC	GDAP-LM-CIC-065	CIC065	ASHANTI REGION
66	ELMINA CIC	CIC	GDAP-LM-CIC-066	CIC066	CENTRAL REGION
67	ENCHI CIC	CIC	GDAP-LM-CIC-067	CIC067	WESTERN NORTH REGION
68	FORDJOURKROM CIC	CIC	GDAP-LM-CIC-068	CIC068	WESTERN REGION
69	FUNSI CIC	CIC	GDAP-LM-CIC-069	CIC069	UPPER WEST REGION

S/N	CIC Name	Site Type	Project Site ID	GovID	Region
70	GAMBAGA CIC	CIC	GDAP-LM-CIC-070	CIC070	NORTH EAST REGION
71	GLEFE CIC	CIC	GDAP-LM-CIC-071	CIC071	GREATER ACCRA REGION
72	GOASO CIC	CIC	GDAP-LM-CIC-072	CIC072	AHAFO REGION
73	GOKA CIC	CIC	GDAP-LM-CIC-073	CIC073	BONO REGION
74	GOMOA ABOSO CIC	CIC	GDAP-LM-CIC-074	CIC074	CENTRAL REGION
75	GUSHEGU CIC	CIC	GDAP-LM-CIC-075	CIC075	NORTHERN REGION
76	GWOLU CIC	CIC	GDAP-LM-CIC-076	CIC076	UPPER WEST REGION
77	GYADAM CIC	CIC	GDAP-LM-CIC-077	CIC077	ASHANTI REGION
78	HEMANG CIC	CIC	GDAP-LM-CIC-078	CIC078	ASHANTI REGION
79	HO CIC	CIC	GDAP-LM-CIC-079	CIC079	VOLTA REGION
80	HON. MARTIN KORSAH (TECHIMAN) CIC	CIC	GDAP-LM-CIC-080	CIC080	BONO EAST REGION
81	JAMASI CIC	CIC	GDAP-LM-CIC-081	CIC081	ASHANTI REGION
82	JANGA CIC	CIC	GDAP-LM-CIC-082	CIC082	NORTH EAST REGION
83	JASIKAN CIC & REGIONAL OFFICE CIC	CIC	GDAP-LM-CIC-083	CIC083	OTI REGION
84	JASIKAN OKADJAKROM CIC	CIC	GDAP-LM-CIC-084	CIC084	OTI REGION
85	JEMA CIC	CIC	GDAP-LM-CIC-085	CIC085	BONO EAST REGION
86	JIRAPA CIC	CIC	GDAP-LM-CIC-086	CIC086	UPPER WEST REGION
87	JUABOSO CIC	CIC	GDAP-LM-CIC-087	CIC087	WESTERN NORTH REGION
88	JUKWA CIC	CIC	GDAP-LM-CIC-088	CIC088	CENTRAL REGION
89	KADJEBI CIC	CIC	GDAP-LM-CIC-089	CIC089	OTI REGION
90	KALEO CIC	CIC	GDAP-LM-CIC-090	CIC090	UPPER WEST REGION
91	KARAGA CIC	CIC	GDAP-LM-CIC-091	CIC091	NORTHERN REGION
92	KETA CIC	CIC	GDAP-LM-CIC-092	CIC092	VOLTA REGION

S/N	CIC Name	Site Type	Project Site ID	GovID	Region
93	KETAN CIC	CIC	GDAP-LM-CIC-093	CIC093	WESTERN REGION
94	KODIE CIC	CIC	GDAP-LM-CIC-094	CIC094	ASHANTI REGION
95	KOFORIDUA CIC	CIC	GDAP-LM-CIC-095	CIC095	EASTERN REGION
96	KOKOFU CIC	CIC	GDAP-LM-CIC-096	CIC096	ASHANTI REGION
97	KPANDO CIC	CIC	GDAP-LM-CIC-097	CIC097	VOLTA REGION
98	KPEMBE CIC	CIC	GDAP-LM-CIC-098	CIC098	SAVANNAH REGION
99	KPETOE CIC	CIC	GDAP-LM-CIC-099	CIC099	VOLTA REGION
100	KRACHI CIC	CIC	GDAP-LM-CIC-100	CIC100	OTI REGION
101	KRUWA CIC	CIC	GDAP-LM-CIC-101	CIC101	CENTRAL REGION
102	KUMAWU CIC	CIC	GDAP-LM-CIC-102	CIC102	ASHANTI REGION
103	KUNTANASE CIC	CIC	GDAP-LM-CIC-103	CIC103	ASHANTI REGION
104	KWABENYA JOHN ARMAH CIC	CIC	GDAP-LM-CIC-104	CIC104	GREATER ACCRA REGION
105	KWABENYA ROUNDABOUT CIC	CIC	GDAP-LM-CIC-105	CIC105	GREATER ACCRA REGION
106	KWAHU PRASO CIC	CIC	GDAP-LM-CIC-106	CIC106	EASTERN REGION
107	KWASHIEKUMA CIC	CIC	GDAP-LM-CIC-107	CIC107	GREATER ACCRA REGION
108	KYEBI CIC	CIC	GDAP-LM-CIC-108	CIC108	EASTERN REGION
109	LAWRA CIC	CIC	GDAP-LM-CIC-109	CIC109	UPPER WEST REGION
110	MAMPONTENG CIC	CIC	GDAP-LM-CIC-110	CIC110	ASHANTI REGION
111	MANHEAN CIC	CIC	GDAP-LM-CIC-111	CIC111	GREATER ACCRA REGION
112	MANKESSIM CIC	CIC	GDAP-LM-CIC-112	CIC112	CENTRAL REGION
113	MANKRONG CIC	CIC	GDAP-LM-CIC-113	CIC113	CENTRAL REGION
114	MANSO AMENFI CIC	CIC	GDAP-LM-CIC-114	CIC114	WESTERN REGION
115	MANSO NKWANTA CIC	CIC	GDAP-LM-CIC-115	CIC115	ASHANTI REGION

S/N	CIC Name	Site Type	Project Site ID	GovID	Region
116	MEPE CIC	CIC	GDAP-LM-CIC-116	CIC116	VOLTA REGION
117	MPASATIA CIC	CIC	GDAP-LM-CIC-117	CIC117	ASHANTI REGION
118	MPRAESO CIC	CIC	GDAP-LM-CIC-118	CIC118	EASTERN REGION
119	NALERIGU CIC	CIC	GDAP-LM-CIC-119	CIC119	NORTH EAST REGION
120	NANDOM CIC	CIC	GDAP-LM-CIC-120	CIC120	UPPER WEST REGION
121	NAVRONGO CIC	CIC	GDAP-LM-CIC-121	CIC121	UPPER EAST REGION
122	NEW EDUBIASE CIC	CIC	GDAP-LM-CIC-122	CIC122	ASHANTI REGION
123	NGLESHI AMANFRO CIC	CIC	GDAP-LM-CIC-123	CIC123	GREATER ACCRA REGION
124	NKAWIE CIC	CIC	GDAP-LM-CIC-124	CIC124	ASHANTI REGION
125	NKAWKAW CIC	CIC	GDAP-LM-CIC-125	CIC125	EASTERN REGION
126	NKORANZA CIC	CIC	GDAP-LM-CIC-126	CIC126	BONO EAST REGION
127	NKWANTA CIC	CIC	GDAP-LM-CIC-127	CIC127	OTI REGION
128	NKWANTATWAM CIC	CIC	GDAP-LM-CIC-128	CIC128	WESTERN REGION
129	NSUTA KWAMANG CIC	CIC	GDAP-LM-CIC-129	CIC129	ASHANTI REGION
130	OBOMENG CIC	CIC	GDAP-LM-CIC-130	CIC130	EASTERN REGION
131	OFOASE CIC	CIC	GDAP-LM-CIC-131	CIC131	EASTERN REGION
132	OLD TAFO CIC	CIC	GDAP-LM-CIC-132	CIC132	ASHANTI REGION
133	PANTANG CIC	CIC	GDAP-LM-CIC-133	CIC133	GREATER ACCRA REGION
134	PEKI CIC	CIC	GDAP-LM-CIC-134	CIC134	VOLTA REGION
135	SABGNARIGU CIC	CIC	GDAP-LM-CIC-135	CIC135	NORTHERN REGION
136	SABOBA CIC	CIC	GDAP-LM-CIC-136	CIC136	NORTHERN REGION
137	SAMPA CIC	CIC	GDAP-LM-CIC-137	CIC137	BONO REGION
138	SAMREBOI CIC	CIC	GDAP-LM-CIC-138	CIC138	WESTERN REGION
139	SANDEMA CIC	CIC	GDAP-LM-CIC-139	CIC139	UPPER EAST REGION

S/N	CIC Name	Site Type	Project Site ID	GovID	Region
140	SAWABA CIC	CIC	GDAP-LM-CIC-140	CIC140	ASHANTI REGION
141	SEFWI WIASWO CIC	CIC	GDAP-LM-CIC-141	CIC141	WESTERN NORTH REGION
142	SEGE CIC	CIC	GDAP-LM-CIC-142	CIC142	GREATER ACCRA REGION
143	SENYA BERAKU CIC	CIC	GDAP-LM-CIC-143	CIC143	CENTRAL REGION
144	SENYA BERAKU (TECHHUB) CIC	CIC	GDAP-LM-CIC-144	CIC144	CENTRAL REGION
145	SOABE CIC	CIC	GDAP-LM-CIC-145	CIC145	EASTERN REGION
146	SOMANYA CIC	CIC	GDAP-LM-CIC-146	CIC146	EASTERN REGION
147	SORBELLE CIC	CIC	GDAP-LM-CIC-147	CIC147	UPPER WEST REGION
148	SUHUM CIC	CIC	GDAP-LM-CIC-148	CIC148	EASTERN REGION
149	SUNYANI CIC	CIC	GDAP-LM-CIC-149	CIC149	BONO REGION
150	TAIFA CIC	CIC	GDAP-LM-CIC-150	CIC150	GREATER ACCRA REGION
151	TAKROWASE CIC	CIC	GDAP-LM-CIC-151	CIC151	EASTERN REGION
152	TAMALE GCNET CIC	CIC	GDAP-LM-CIC-152	CIC152	NORTHERN REGION
153	TECHIMAN CIC	CIC	GDAP-LM-CIC-153	CIC153	BONO EAST REGION
154	TECHIMAN KROBO CIC	CIC	GDAP-LM-CIC-154	CIC154	BONO EAST REGION
155	TECHIMANTIA CIC	CIC	GDAP-LM-CIC-155	CIC155	AHAFO REGION
156	TEGBI CIC	CIC	GDAP-LM-CIC-156	CIC156	VOLTA REGION
157	TEPA CIC	CIC	GDAP-LM-CIC-157	CIC157	ASHANTI REGION
158	TOLON CIC	CIC	GDAP-LM-CIC-158	CIC158	NORTHERN REGION
159	TONGO CIC	CIC	GDAP-LM-CIC-159	CIC159	UPPER EAST REGION
160	TSITO CIC	CIC	GDAP-LM-CIC-160	CIC160	VOLTA REGION
161	TUMU CIC	CIC	GDAP-LM-CIC-161	CIC161	UPPER WEST REGION
162	TWIFO PRASO CIC	CIC	GDAP-LM-CIC-162	CIC162	CENTRAL REGION
163	WA CIC	CIC	GDAP-LM-CIC-163	CIC163	UPPER WEST REGION

S/N	CIC Name	Site Type	Project Site ID	GovID	Region
164	WALEWALE CIC	CIC	GDAP-LM-CIC-164	CIC164	NORTH EAST REGION
165	WASSA AKROPONG CIC	CIC	GDAP-LM-CIC-165	CIC165	WESTERN REGION
166	WENCHI CIC	CIC	GDAP-LM-CIC-166	CIC166	BONO REGION
167	WETA CIC	CIC	GDAP-LM-CIC-167	CIC167	VOLTA REGION
168	YAGABA CIC	CIC	GDAP-LM-CIC-168	CIC168	NORTH EAST REGION
169	YENDI CIC	CIC	GDAP-LM-CIC-169	CIC169	NORTHERN REGION
170	ZEBILLA CIC	CIC	GDAP-LM-CIC-170	CIC170	UPPER EAST REGION