



**Islamic Republic of Afghanistan  
Ministry of Communications and IT (MCIT)  
Afghan Telecom Corporation**

**International Competitive Bidding  
Standard Bidding Documents**

**For**

**Procurement of Goods**

**Replacing the old 128M CC08 System to new IMS/MSAN System at  
Kunduz and Nangarhar Provinces**

**Lump Sum Contract**

**Bidding RRE No: MCIT-AFTEL/ICB/G-239/97**

**Entity Add: Mohammad Jan khan watt, 2<sup>nd</sup> District, Kabul Afghanistan  
Budget: {Afghan Telecom Corporation)  
Number of Lots: N/A**

**Issue Date:**  
**November 2018**

## **Preface**

This Standard Bidding Documents was prepared, by NPA, in line with similar standard Bidding Documents used by multi-lateral international developing institutions, and shall be used by procuring entities for the procurement of Goods financed through public fund<sup>1</sup> using procurement methods; Open Bidding, Restricted Bidding and Single-source procurement.

This document has been prepared in the light of the provisions of the Procurement Law and Rules of Procedure, and in case of any differences between the provisions of this bidding document and those of the Procurement Law and Rules of Procedure, preference shall be given to the Procurement Law and Rule of Procedure.

On introduction of this Standard Bidding Document for use, the Standard Bidding Document for Procurement of Goods attached with circular number (PPU/C016/1386, issued by Procurement Policy Unit (PPU) of the Ministry of Finance (MoF) shall be nullified and unusable.

Compliant to the provisions of article 4.2 of the Procurement Law, procuring entities can use Standard Bidding Documents (SBD) of concerning donor agencies in procurements financed by the agencies.

Copies of this Bidding Document shall be obtained from the following locations:

Office of the Administrative Affairs of the President

National Procurement Authority

Procurement Policy Directorate

Marmarin Palace, Kabul, Afghanistan

[www.npa.gov.af](http://www.npa.gov.af)

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<sup>1</sup> Public Fund refers to the money or other financial assets and revenues of the procuring entity prescribed in article 8th of the Law on Management of Financial Affairs and Public Expenditures, and shall include any financial resources available to the entity through budget process, as well as, other budgetary funds comprising grants and cash donations put to the disposal of the entity.

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BDS	Bidding Data Sheet
BRT	Business Receipt Tax
GCC	General Conditions of Contract
GoA	Government of Afghanistan
ITB	Instruction to Bidders
JV	Joint Venture
MOF	Ministry of Finance
NOT	National Open Tender
NOT/G	National Open Tender for the procurement of Goods
NPA	National Procurement Authority
NPC	National Procurement Committee
SCC	Special Conditions of Contract
SBD	Standard Bidding Documents
TIN	Tax Identification Number
TS	Technical Specifications

**SECTION 1 INSTRUCTION TO BIDDERS**

<b>A. GENERAL</b>	
1. Scope of the Bid	<p>1.1 The Entity issues these Bidding Documents for the supply of Goods, and Related Services incidental thereto, as specified in <b>Section 5 Schedule of Requirements</b>. The name and identification number of this Tender are <b>specified in the BDS</b>. The name, identification, and number of lots <b>are provided in the BDS</b>.</p> <p>1.2 Throughout these Bidding Documents:</p> <ul style="list-style-type: none"> <li>(a) the term “IN WRITING” means communicated in written form (e.g. by email, fax, telex) with proof of receipt;</li> <li>(b) if the context so requires, “SINGULAR” means “PLURAL” and vice versa; and</li> <li>(c) “DAY” means calendar day.</li> </ul>
2. Source of Funds	<p>2.1 The Entity guarantees that adequate public funds have been budgeted and allotted and are also available for managing the procurement proceedings toward the cost of the project. The Entity intends to apply a portion of the public funds to eligible payments under the contract for which this Bidding Documents are issued. “PUBLIC FUNDS” defines any monetary resources appropriated to procuring entities under Government budget, or revenues generated by statutory bodies and corporations or aid grants and credits put at the disposal of procuring entities by the development partners through the Government.</p>
3. Fraud and Corruption	<p>3.1 It is require that Entity, as well as Bidders, Suppliers, and Contractors and their subcontractors under Government-financed contracts, must observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of that, the terms set forth as follows:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</li> <li>(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;</li> <li>(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party</li> </ul>

	<p>to influence improperly the actions of a party;</p> <p>(v) ““obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government 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 acts intended to materially impede the exercise of the Government’s inspection and audit rights.</p> <p>3.2 will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;</p> <p>3.3 If the Entity determines at any time that representatives of the Entity engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement process, The Entity having taken timely and appropriate action satisfactory to the Government to address such practices when they occur;</p> <p>3.4 will sanction a firm, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Government financed contract;</p> <p>3.5 will have the right to require that a provision be included in bidding documents and in contracts financed by the GoA, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Government to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Government.</p>
<p>4. Eligible Bidders</p>	<p>4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions <b>specified in BDS</b>. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.</p> <p>4.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they are have been affiliated in the past, with a firm or any of its affiliates which have been engaged by the Entity to provide consulting services for the preparation of the design, specifications, and other</p>

	<p>documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or submit more than one Bid in this bidding process, except for alternative offers permitted under ITB Clause 13.</p>
	<p>4.3 The Entity shall not sign of the contract with bidder which is debarred or have been under debarment process. The list of debarred and under debarment firms is available at the website of NPA, <a href="http://www.npa.gov.af">www.npa.gov.af</a>.</p>
	<p>4.4 Government owned enterprises shall be eligible only if they can establish that they do not have conflict of interest.</p>
	<p>4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Entity shall reasonably request.</p>
<p>5. Eligible Goods and Related Services</p>	<p>5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country in accordance with <b>specifications made in BDS</b>.</p>
	<p>5.2 For purposes of this Clause, the term “GOODS” includes commodities, raw material, machinery, equipment, and industrial plants; and “RELATED SERVICES” includes services such as insurance, installation, training, and initial maintenance.</p>
	<p>5.3 The term “ORIGIN” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differ substantially in its basic characteristics from its components.</p>
<p><b>B. CONTENTS OF BIDDING DOCUMENTS</b></p>	
<p>6. Sections of Bidding Documents</p>	<p>6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.</p> <p><b>PART 1 Bidding Procedures</b></p> <p>Section 1 Instructions to Bidders (ITB)</p> <p>Section 2 Bidding Data Sheet (BDS)</p> <p>Section 3 Evaluation and Qualification Criteria</p> <p>Section 4 Bidding Forms</p> <p><b>PART 2 Supply Requirements</b></p> <p>Section 5 Schedule of Requirements</p> <p><b>PART 3 Contract</b></p> <p>Section 6 General Conditions of Contract (GCC)</p>

	<p>Section 7 Special Conditions of Contract (SCC)</p> <p>Section 8 Contract Forms</p>
	<p>6.2 The Invitation for Bids issued by the Entity is not part of the Bidding Documents.</p>
	<p>6.3 The Entity is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Entity or through its agent <b>as stated in the BDS</b>.</p>
	<p>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.</p>
7. Clarification of Bidding Documents	<p>7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Entity in writing at the Entity’s address <b>specified in the BDS</b>. The Entity will respond in writing to any request for clarification within three (3) days, provided that such request is received at least seven (7) days in open bidding and four (4) days in restricted bidding prior to the deadline for submission of Bids. The Entity shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source.</p> <p>7.2 Should the Entity deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.</p> <p>7.3 To clarify issues and to answer questions on any matter arising in the Bidding Documents, the Entity may, <b>if stated in the BDS</b>, invite prospective Bidders to a Pre-Bidding Meeting at the place, date and time as specified in the BDS.</p> <p>7.4 The Bidder is requested to submit any questions in writing so as to reach the Entity not later than three (3) days prior to the date of the meeting.</p> <p>7.5 Minutes of the pre-Bidding meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted within five (5) days to all those who received the Bidding Documents.</p> <p>7.5 Non-attendance at the pre-Bidding meeting will not be a cause for disqualification of a Bidder.</p>
8. Amendment of Bidding	<p>8.1 (3) Days prior to the deadline for submission of Bids, the Entity may amend the Bidding Documents by issuing addendum.</p>



Documents	<p>8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Entity.</p> <p>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Entity may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB Sub-Clause 24.2.</p>
<b>C. PREPARATION OF BIDS</b>	
9. Cost of Bidding	9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. Language of Bid	10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Entity, shall be written in the language <b>specified in the BDS</b> . 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 <b>specified in the BDS</b> , in which case, for purposes of interpretation of the Bid, such translation shall govern.
11. Documents Comprising the Bid	<p>11.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;</li> <li>(b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 21, if required;</li> <li>(c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;</li> <li>(d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder’s eligibility to bid;</li> <li>(e) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;</li> <li>(f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;</li> <li>(g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder’s qualifications to perform the contract if its Bid is accepted; and</li> <li>(h) any other document <b>required in the BDS</b>.</li> </ul>
12. Bid Submission	12.1 The Bidder shall submit the Bid Submission Form using the form furnished in <b>Section 4 Bidding Forms</b> . And signed by authorized

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Form and Price Schedules	person, this form must be completed without any alterations to its format. If not the bidder disqualified.
	12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriately signed by authorized person (Director, Deputy or Authorized representative) using the forms furnished in <b>Section 4 Bidding Forms</b> .
13. Alternative Bids	13.1 Unless otherwise <b>specified in the BDS</b> , alternative Bids shall not be considered.
14. Bid Prices and Discounts	14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
	14.2 All lots and items must be listed and priced separately in the Price Schedules.
	14.3 The price to be quoted in the Bid Submission Form shall be the total price of the Bid, excluding any discounts offered.
	14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form and price schedules, if not the proposed discount shall not be acceptable.
	14.5 The terms shall be governed by the rules prescribed in the current edition of <i>Incoterms</i> , published by the International Chamber of Commerce, Paris, as <b>specified in the BDS</b> .
	14.6 Prices quoted by the Bidder are considered fixed and are not subject to variation on any account during the contract execution, unless otherwise <b>specified in the BDS</b> . A Bid submitted with an adjustable price is treated as non responsive and pursuant to ITB Clause 30 shall be rejected. However, <b>in accordance with the BDS</b> , if fixed prices quoted by the Bidder subject to adjustment during the Contract execution, then, submitted fixed price quotation shall not be rejected, but the price adjustment is treated as zero.
	14.7 The Entity can divide procurement for lots in accordance to Clause fifteenth (15) of Procurement Law, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. If the price unquoted for all items of each lot the part 2 sub-rule (1) of rule forty eighth (48) of procurement procedure shall be applied. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract if the Bids for all lots are submitted and opened at the same time.
15. Currencies of	15.1 The Bidder shall quote in the currency of the Islamic Republic of Afghanistan the portion of the Bid price that corresponds to

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Bid	expenditures incurred in the currency of the Islamic Republic of Afghanistan, unless otherwise <b>specified in the BDS.</b>
16. Documents Establishing the Eligibility of the Bidder	16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in <b>Section 4 Bidding Forms</b> . If not submitted or submitted incomplete the bidder disqualified
17. Documents Establishing the Eligibility of the Goods and Related Services	17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in <b>Section 4 Bidding Forms</b> .
18. Documents Establishing the Conformity of the Goods and Related Services	18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in <b>Section 5 Schedule of Requirements</b> .
	18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
	18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period <b>specified in the BDS</b> following commencement of the use of the goods by the Entity.
	18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Entity’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.
19. Documents Establishing the Qualifications of the	19.1 The documentary evidence of the Bidder’s qualifications to perform the contract if its Bid is accepted shall establish to the Entity’s satisfaction:  (a) that, if <b>required in the BDS</b> , a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the

<p>Bidder</p>	<p>Manufacturer’s Authorization using the form included in <b>Section 4 Bidding Forms</b> to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Islamic Republic of Afghanistan;</p> <p>(b) that, if <b>required in the BDS</b>, in case of a Bidder not doing business within the Islamic Republic of Afghanistan, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier’s maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and</p> <p>(c) that the Bidder meets each of the qualification criterion specified in <b>Section 3 Evaluation and Qualification Criteria.</b></p> <p>19.2 In case of JV for two or more partners the bidder shall observe the following terms:</p> <p>(a) the bid shall include qualification information of all partners;</p> <p>(b) the bid shall be signed and stamped by all partners for legitimization;</p> <p>(c) all partners are jointly liable for execution of the contract pursuant to its terms and conditions.</p> <p>(d) The lead partner is responsible for accepting liabilities, guidelines on behalf of other partners;</p> <p>(e) Contract execution and payments occur to lead partner;</p> <p>(f) JV agreement shall be signed and stamped by all partners;</p> <p>91.3 To comply with minimum bidders’ Qualification Requirements, each partner shall meet minimum of (25) percent and the lead minimum of (40) percent of eligibility criteria. Eligibility percentage of each partner is added up and the total percentage of eligibility criteria for all partners shall be (100) percent. Non-compliance with above requirements results to disqualification of JV’s bid. Subcontractor’s experience and resource are not considered for meeting the requirements purpose by the bidder.</p>
<p>20. Validity Period of the Bids</p>	<p>20.1 The entity specifies and inserts the Bids validity period in the BDS. This period in National Competitive Bidding (NCB) cannot be less than (90) day just after bid submission date. A Bids not meeting this period are considered non-responsive and are subject to rejection. In International Competitive Bidding (ICB) the bid submission period cannot be less than (120) day.</p> <p>20.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the entity may request Bidders in written to extend the validity period of their Bids. Parallel to extension of bid validity period, bid Security validity period shall also be extended. The Bidder cannot amend/modify his bid once extended. Bid security is released if bidder refuses to extend validity period of the bid upon</p>

	request.
21. Bid Security	21.1 The Bidder shall furnish as part of its Bid, a Bid Security or a Bid-Securing Declaration, the bids without Bid Security or Bid-Securing Declaration shall be rejected by the Entity as non-responsive.
	21.2 The Bid Security shall be in the amount <b>specified in the BDS</b> and denominated in the currency of the Islamic Republic of Afghanistan or a freely convertible currency, and shall: <ul style="list-style-type: none"> <li>(a) at the Bidder’s option, be in the form of cash , or a bank guarantee from a banking institution.;</li> <li>(b) be issued by a reputable institution selected by the Bidder and located in any eligible country. If the institution issuing the bid security is located outside the Islamic Republic of Afghanistan, it shall have a correspondent financial institution located in the Islamic Republic of Afghanistan to make it enforceable;</li> <li>(c) be substantially in accordance with one of the forms of Bid Security included in <b>Section 4 Bidding Forms</b>, or other form approved by the Entity prior to Bid submission;</li> <li>(d) be payable promptly upon written demand by the Entity in case the conditions listed in ITB Clause 21.5 are invoked;</li> <li>(e) be submitted in its original form; copies will not be accepted;</li> <li>(f) Remain valid for a period of twenty-eight (28) days beyond the validity period of the Bids, as extended, if applicable, in accordance with ITB Clause 20.2.</li> </ul>
	21.3 If a Bid Security or a Bid-Securing Declaration is required in accordance with ITB Sub-Clause 21.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be rejected by the Entity as non-responsive.
	21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s furnishing of the Performance Security pursuant to ITB Clause 44.
	21.5 The Bid Security may be forfeited or the Bid-Securing Declaration executed: <ul style="list-style-type: none"> <li>(a) if a Bidder modifies or withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Submission Form, after the deadline for submission of bids;</li> <li>(b) if a Bidder refuses to accept a correction of an arithmetical error appearing on the face of the bid;</li> <li>(c) if the successful Bidder fails to sign the Contract in accordance with bidding documents.</li> </ul>

	<p>(d) if successful bidder unfurnished a Performance Security in accordance with bidding documents .</p> <p>(e) if the bidder debarred regarding any violation in this bidding.</p> <p>21.6 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 at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent <b>mentioned in Section 4 Bidding Forms.</b></p> <p>21.7 If a Bid security is <b>not required in the BDS</b>, and</p> <p>(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2, or</p> <p>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;</p> <p>the GoA may, <b>if provided for in the BDS</b>, declare the Bidder disqualified to be awarded a contract by the Entity for a period of time <b>as stated in the BDS.</b></p>
<p>22. Format and Signing of Bid</p>	<p>22.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 and clearly mark it “ORIGINAL”. In addition, the Bidder shall submit copies of the Bid, in the number <b>specified in the BDS</b> and clearly mark them “COPY”. In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.</p> <p>22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.</p>
<p><b>D. SUBMISSION AND OPENING OF BIDS</b></p>	
<p>23. Submission, Sealing and Marking of Bids</p>	<p>23.1 Bidders may always submit their Bids by mail or by hand. When so <b>specified in the BDS</b>, Bidders shall have the option of submitting their Bids electronically.</p> <p>(a) Bidders submitting Bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be</p>

	<p>in accordance with ITB sub-Clauses 23.2 and 23.3.</p> <p>(b) Bidders submitting Bids electronically shall follow the electronic Bid submission procedures <b>specified in the BDS</b>.</p>
	<p>23.2 The inner and outer envelopes shall:</p> <p>(a) Bear the name and address of the Bidder;</p> <p>(b) be addressed to the Entity in accordance with ITB Sub-Clause 24.1;</p> <p>(c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as <b>specified in the BDS</b>; and</p> <p>(d) bear a warning not to open before the time and date for Bid opening, in accordance with ITB Sub-Clause 27.1.</p>
	<p>23.3 If all envelopes are not sealed and marked as required, the Entity will assume no responsibility for the misplacement or premature opening of the Bid.</p>
<p>24. Deadline for Submission of Bids</p>	<p>24.1 Bids must be received by the Entity at the address and no later than the date and time <b>specified in the BDS</b>.</p>
	<p>24.2 The Entity may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
<p>25. Late Bids</p>	<p>25.1 The Entity shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by the Entity after the deadline for submission of Bids shall be rejected, and returned unopened to the Bidder.</p>
<p>26. Withdrawal, Substitution, and Modification of Bids</p>	<p>26.1 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). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:</p> <p>(a) submitted in accordance with ITB Clauses 22 and 23 , and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and</p> <p>(b) Received by the Entity prior to the deadline prescribed for submission of Bids.</p>
	<p>26.2 Bids requested to be withdrawn shall be returned unopened to the Bidders.</p>
	<p>26.3 No Bid may be withdrawn, substituted, or modified in the interval</p>

	<p>between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.</p>
27. Bid Opening	<p>27.1 The Entity shall conduct the Bid opening in public at the address, date and time <b>specified in the BDS</b>. Any specific electronic Bid opening procedures required if electronic bidding is permitted as <b>specified in the BDS</b>.</p>
	<p>27.2 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. 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. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.</p>
	<p>27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Entity may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late Bids, in accordance with ITB Sub-Clause 25.1.</p>
	<p>27.4 The bid opening committee shall use, sign and scotch tape standard bid opening forms in bid opening session.</p>
<p><b>E. EVALUATION AND COMPARISON OF BIDS</b></p>	
28. Confidentiality	<p>28.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.</p>
	<p>28.2 Any effort by a Bidder to influence the Entity in the examination, evaluation, comparison, and post-qualification of the Bids or contract</p>



	award decisions may result in the rejection of its Bid.
	28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Entity on any matter related to the bidding process, it should do so in writing.
29. Preliminary evaluation	<p>29.1 The Entity shall conduct preliminary evaluation to determine if bid completion as the following information have been provided.</p> <ul style="list-style-type: none"> <li>(a) Offer is submitted properly in accordance to bidding documents;</li> <li>(b) Bid security is submitted properly in form and amount for required validation time;</li> <li>(c) Offer is submitted without major deviation in accordance to bidding documents;</li> <li>(d) Offer, properly sign and sealed;</li> <li>(e) Offer is valid for minimum required time; and coincident with other bidding documents key requirements.</li> </ul> <p>29.2 The offer shall be rejected if not accordance with subclasses 1 of clause 29.</p>
30. Clarification of Bids	30.1 The Entity may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Entity shall not be considered. The Entity’s request for clarification and the response shall be in writing. No change 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 Entity in the Evaluation of the Bids.
31. Responsiveness of Bids	<p>31.1 The Entity’s determination of a Bid’s responsiveness is to be based on the contents of the Bid.</p> <p>31.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> <li>(a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or</li> <li>(b) limits in any substantial way, inconsistent with the Bidding Documents, the Entity’s rights or the Bidder’s obligations under the Contract; or</li> <li>(c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</li> </ul>

	<p>31.3 If a Bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
<p>32. Non-conformities, Errors, and Omissions</p>	<p>32.1 Provided that a Bid is substantially responsive, the Entity may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.</p>
	<p>32.2 Provided that a Bid is substantially responsive, the Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>
	<p>32.3 Provided that the Bid is substantially responsive, the Entity shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> <li>(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Entity 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;</li> <li>(b) if there is an error in a total or sum total or minus total of figures, figures shall be prevailing a the sum and mines total shall be corrected;</li> <li>(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.</li> </ul>
	<p>32.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and its Bid Security forfeited or Bid-Securing Declaration executed as provided for in Sub-Clause 21.5 (b).</p>
<p>33. Technical Evaluation</p>	<p>33.1 The entity assesses submitted Bids to ensure acceptance of the bidder on terms and conditions specified in the GCC and SCC. Without any variation and exceptions.</p>
	<p>33.2 The entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to ensure all requirements specified in <b>Section 5 Schedule of Requirements</b> of the Bidding Documents have</p>

	been met without any variation and exceptions.
34. Conversion to Single Currency	34.1 For evaluation and comparison purposes, the Entity shall convert all Bid prices expressed in amounts in various currencies into an amount in a single currency <b>specified in the BDS</b> , using the selling exchange rates established by the source and on the date <b>specified in the BDS</b> .
35. Domestic Preference	35.1 Domestic preference applies in pursuant to rule 4 of procurement procedure.
36. Financial Evaluation	36.1 To evaluate a Bid, the Entity shall only use all the factors, methodologies and criteria defined in this Clause.
	36.2 To evaluate a Bid, the Entity shall consider the following: <ul style="list-style-type: none"> <li>(a) evaluation will be done for Items or Lots, as <b>specified in the BDS</b>; and the Bid Price as quoted in accordance with clause 14;</li> <li>(b) price adjustment for correction of arithmetic errors;</li> <li>(c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;</li> <li>(d) adjustments due to the application of the evaluation criteria <b>specified in the BDS</b> from amongst those set out in <b>Section 3 Evaluation and Qualification Criteria</b>;</li> <li>(e) Adjustments due to the application of a margin of preference, in accordance with ITB Clause 35, if applicable.</li> </ul>
	36.3 The Entity’s evaluation of a Bid will exclude and not take into account: <ul style="list-style-type: none"> <li>(a) In the case of Goods manufactured in the Islamic Republic of Afghanistan, sales and any other tax, which will be payable on the goods if a contract is awarded to the Bidder;</li> <li>(b) in the case of Goods manufactured outside the Islamic Republic of Afghanistan, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;</li> <li>(c) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.</li> </ul>
	36.4 The Entity’s evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and

	<p>Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids. The factors, methodologies and criteria to be used shall be as specified in ITB 36.2 (d).</p>
	<p>36.5 If so <b>specified in the BDS</b>, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Entity to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in <b>Section 3 Evaluation and Qualification Criteria</b>.</p>
	<p>36.6 No negotiation shall be held with the lowest or any other Bidder, except negotiation in single source method.</p>
	<p>36.7 A Bidder shall not be required, as a condition for award, to undertake responsibilities not stipulated in the Bidding Documents, to change its price or otherwise to modify its Bid.</p>
<p>37. Comparison of Bids</p>	<p>37.1 The entity compares the lowest-evaluated Bid to requirement, criteria and technical specification of Bids to determine substantially responsive ones.</p> <p>37.2 If the lowest evaluated bid determined substantially responsive as a result of technical evaluation and [detailed evaluation if required], evaluation committee can end evaluation process and submit the evaluation report to award authority. If the lowest evaluated bid determined non responsive, the evaluation committee conduct same process for the second lowest evaluated bid.</p>
<p>38. Post-qualification of the Bidder</p>	<p>38.1 The Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.</p> <p>38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB Clause 19.</p> <p>38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Entity shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily.</p>

39. Entity’s Right to Accept and to reject any or All Bids	39.1 when the procurement is not necessary, or significant changes occurred in technical specification, bidding criteria and contract conditions, or lack of sufficient fund and existing of collusion evidence among bidder. The Entity may reject all bids and cancel the procurement proceedings if it is justified by national interest, without incurring any liability to Bidders.
<b>F. AWARD OF CONTRACT</b>	
40. Award Criteria	40.1 The Entity shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive, further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
41. Entity’s Right to Vary Quantities at Time of Award	41.1 At the time the Contract is awarded, the Entity reserves the right to increase or decrease the quantity of Goods and Related Services originally <b>specified in Section 5 Schedule of Requirements</b> , provided this does not exceed the percentages <b>specified in the BDS</b> , and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Documents.
42. Contract Award	42.1 After the completion period of notification of award and review of protests submitted by bidders, the entity issues offer acceptance letter to successful bidder only if the contract value is within its threshold authority. If the contract value is beyond its threshold authority, the offer acceptance letter is issued to the successful bidder after NPC’s approval.
43. Signing of Contract	43.1 The entity prepares the contract in accordance with bidding document, winning bid and following approval of award authority, sends to the successful bidder within the bid validity period. Similarly, the successful bidders responsible to sign and return the contract to the entity within (10) day after receipt.
44. Performance Security	44.1 The successful Bidder shall within ten (10) days of the receipt of notification of award, submit the performance Security in accordance with the GCC and <b>Section 8 Contract Forms</b> .
	44.2 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 or execution of the Bid-Securing Declaration. In that event the Entity may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Entity to be qualified to perform the Contract satisfactorily.
45. Advising Unsuccessful	45.1 Upon the successful Bidder furnishing Performance Security pursuant to ITB Clause 44, and signing the Contract pursuant to ITB Sub-Clause

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Bidders	<p>43.2, the Entity shall promptly notify all other Bidders that their Bids have been unsuccessful, and shall discharge their Bid Securities pursuant to ITB Sub-Clause 21.4.</p> <p>45.2 Simultaneously to the notification of unsuccessful bidders, entity in accordance to class 42 of procurement law issuing the signed contract with specification of procurement, specification of entity and contractor and contract price in the websites which are proposed through NPA.</p>
46. Bidder's Right to Complain	<p>46.1 If the bidder suffers or may suffer loss or damage due to an act of non-compliance to Public Procurement Law and Rules of Procedure can submit his complaint to the procuring entity as well as to Administrative Review Committee [if required.]</p>
	<p>46.2 The Complaint submission mechanism and Review process is illustrated in the prescribed and enforceable procedure.</p>

**SECTION 2 BIDDING DATA SHEET**

<i>Instructions for completing the Bidding Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB clauses.</i>	
<b>ITB Clause</b>	<b>Amendments of, and Supplements to, Clauses in the Instruction to Bidders</b>
<b>A. GENERAL</b>	
<b>ITB 1.1</b>	The Entity is : Ministry of communications and Information Technology (MCIT)  The Name and identification of this Tender Process are: <b>Procurement of replacing the old 128M CC08 System to new IMS/ MSAN system at Kunduz and Nangarhar provinces</b>  <b>MCIT-AFTEL/G-239/97/ICB</b>  Type of Contract: Lump Sum Contract
<b>ITB 4.1</b>	Bidders from the following countries are not eligible: <b>N/A</b>
<b>ITB 4.3</b>	A list of firms debarred from participating in Government Procurement is available at:  <a href="http://www.npa.gov.af">www.npa.gov.af</a>
<b>ITB 5.1</b>	Goods and Related Services from the following countries are not eligible: None.
<b>B. CONTENTS OF BIDDING DOCUMENTS</b>	
<b>ITB 6.3</b>	The following are authorized agents of the Entity for the purpose of providing the Bidding Documents:  <b>Attention:</b> <b>Babrak Haidari - procurement Facilitation Coordinator /AFTEL</b> <b>Ministry of Communication and Information Technology</b> <b>Afghan Telecommunication Corporation (AFTEL)</b> <b>Procurement Directorate, Muhammad Jan Khan Watt, Post</b> <b>Parcel Building, 4<sup>th</sup> Floor, Conference Hall.</b> <b>E-mail: <a href="mailto:b.haidri@afghantelecom.af">b.haidri@afghantelecom.af</a></b> <b>Copy to: <a href="mailto:sayed.eklil@afghantelecom.af">sayed.eklil@afghantelecom.af</a></b> <b>Telephone: +93 (0) 749416409 / 0749416655</b>

<p><b>ITB 7.1</b></p>	<p>For <u>clarification of Bid purposes only</u>, the Entity’s address is:</p> <p><b>Babrak Haidari - procurement Facilitation Coordinator /AFTEL Ministry of Communication and Information Technology Afghan Telecommunication Corporation (AFTEL) Procurement Directorate, Muhammad Jan Khan Watt, Post Parcel Building, 4<sup>th</sup> Floor, Conference Hall. E-mail: <a href="mailto:b.haidri@afghantelecom.af">b.haidri@afghantelecom.af</a> Copy to: <a href="mailto:saved.eklil@afghantelecom.af">saved.eklil@afghantelecom.af</a> Telephone: +93 (0) 749416409 / 0749416655</b></p>
<p><b>ITB 7.2</b></p>	<p>The Pre-Bidding meeting shall be held at:</p> <p>Address: [Afghan Telecom] [4th floor, conference hall] City: [ Kabul ] Country: Afghanistan Telephone: [Telephone: +93 (0) 749416409] Date and Time: Saturday 24 November 2018, 10:00 Kabul Local Time</p>
<p><b>C. PREPARATION OF BIDS</b></p>	
<p><b>ITB 10.1</b></p>	<p>The language of the Bid is: [English].</p>
<p><b>ITB 11.1(h)</b></p>	<p>The Bidder shall submit with its Bid the following additional documents:</p> <p>For local bidders,</p> <ol style="list-style-type: none"> <li>1. Updated Business License, all filled;</li> <li>2. Signed &amp; stamped forms stated in Section 4 (Bidding Forms) of this bid document;</li> <li>3. Bid Security Declaration (if applicable);</li> <li>4. Bid Signatory Authority;</li> <li>5. Updated tax clearance document for latest financial period before this bid opening session;</li> <li>6. Copies of Contracts for completed Same nature experience in one year of the last five year;</li> <li>7. Copies of Completed contracts during last 5 years;</li> <li>8. Written evidences for Financial ability;</li> <li>9. Signed and stamped declaration of not-having conflict of interest;</li> <li>10. Signed and Stamped commitment that the bidder is not debarred;</li> <li>11. Signed and stamped commitment that the bidder not convicted to any criminal issues within last two years; and</li> <li>12. Signed and stamped commitment not be in liquidation or insolvency.</li> </ol>



ITB 13.1	Alternative Bids shall not be permitted.
ITB 14.5	The <i>Incoterms</i> edition is: <i>the 2010</i> .
ITB 14.6 (a)	Place of Destination: <b>1- DDP Office of Afghan Telecom, Kunduz Province</b> <b>2- DDP Office of Afghan Telecom, Jalalabad Province</b>
ITB 14.5	Final Destination: <b>1- DDP Office of Afghan Telecom, Kunduz Province</b> <b>2- DDP Office of Afghan Telecom, Jalalabad Province</b>
ITB 14.6	The prices quoted by the bidder [ "SHALL NOT" ] be adjustable
ITB 15.1	The bidder shall quote the bid price in USD (US DOLLAR) Or any other currency exchangeable to USD Note: payment will be made in USD
ITB 18.3	Period of time the Goods are expected to be functioning: <b>10 Years</b>
ITB 19.1 (a)	Manufacturer's authorization is, required. {"Required"}
ITB 19.1 (b)	After sales service is : <b>N/A</b>
ITB 20.1	The Bid validity period shall be <b>{120}</b> days.
ITB 21.1	Bid shall include a Bid security issued by bank included in Section 4 Bidding Forms. Bid Security, if submitted in the form of a Bank Guarantee shall remain valid for a period of 28 days beyond the validity period of the bids <b>i.e. 148 days from bid submission deadline date or extended bid submission deadline date, if extended.</b> <b>Note: - The bid security shall be submitted in original form. Photo copies/ Scanned copies will not be accepted;</b> Bid-Securing Declaration and other types of Bid security are <b>not acceptable.</b>

<b>ITB 21.2</b>	The amount of the Bid Security shall be <b>{17,000 USD} OR Equivalent AFS.</b>
<b>ITB 21.7</b>	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b), the Government will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of : <i>Not Applicable</i>
<b>ITB 22.1</b>	In addition to the original of the Bid, <b>{One} Copy + Soft Copy</b> shall be submitted.
<b>D. SUBMISSION AND OPENING OF BIDS</b>	
<b>ITB 23.1</b>	Bidders <b>{“SHALL NOT”}</b> have the option of submitting their Bids electronically.
<b>ITB 23.1 (b)</b>	When Bidders have the option to submit their Bids electronically, the procedure shall be as follow: <i>Not Applicable</i>
<b>ITB 23.2 (c)</b>	<p>The inner and outer envelopes shall bear the following additional identification marks:</p> <p><b>NAME &amp; ADDRESS OF THE BUYER:</b>  <b>Ministry of Communications and IT, 2<sup>nd</sup> District, Mohammad Jan khan watt, Kabul Afghanistan.</b></p> <p><b>NAME &amp; NUMBER OF THE PROJECT:</b>  <b>Procurement of replacing the old 128M CC08 System to new IMS/ MSAN system at Kunduz and Nangarhar provinces</b></p> <p><b>REF NO: MCIT-AFTEL/ICB/G-239/97</b></p> <p><b>Date and Time of bid opening:</b>  <b>4<sup>th</sup> December 2018 @10:00 Kabul local time</b></p>

<p><b>ITB 24.1</b></p>	<p>For <b><u>Bid submission purposes only</u></b>, the Purchaser’s address is:</p> <p>Attention:  <b>Babrak Haidari - procurement Facilitation Coordinator /AFTEL</b></p> <p>Address:  <b>Ministry of Communication and Information Technology  Afghan Telecommunication Corporation (AFTEL)  Procurement Directorate, Muhammad Jan Khan Watt, Post  Parcel Building, 4<sup>th</sup> Floor, Conference Hall.</b></p> <p>E-mail: <a href="mailto:b.haidri@afghantelecom.af">b.haidri@afghantelecom.af</a>  Copy to: <a href="mailto:sayed.eklil@afghantelecom.af">sayed.eklil@afghantelecom.af</a>  Telephone: +93 (0) 749416409 / 0749416655</p> <p><b>The deadline for Bid submission is:  Date: 4<sup>th</sup> December 2018  Time: 10:00 Kabul Kabul time</b></p>
<p><b>ITB 27.1</b></p>	<p>The Bid Opening shall take place at:</p> <p>Address:  <b>Ministry of Communication and Information Technology  Afghan Telecommunication Corporation (AFTEL)  Procurement Directorate, Muhammad Jan Khan Watt, Post  Parcel Building, 4<sup>th</sup> Floor, Conference Hall.</b></p> <p>E-mail: <a href="mailto:b.haidri@afghantelecom.af">b.haidri@afghantelecom.af</a>  Copy to: <a href="mailto:sayed.eklil@afghantelecom.af">sayed.eklil@afghantelecom.af</a>  Telephone: +93 (0) 749416409 / 0749416655</p> <p><b>Date: 4<sup>th</sup> December 2018  Time: 10:00 Kabul Kabul time</b></p> <p><i>Note: In case the specified date of bid opening is declared a holiday for the purchaser, the bids shall be opened at the specified time on the next working day.</i></p>
<p>If electronic bid submission is permitted in accordance with ITB sub-clause 23.1, the specific Bid opening procedures shall be: <i>Not Applicable.</i></p>	
<p style="text-align: center;"><b>E. EVALUATION AND COMPARISON OF BIDS</b></p>	
<p><b>ITB 34.1</b></p>	<p>Bids expressed in different currencies shall be converted in USD For Evaluation and comparison purposes.</p> <p>The source of exchange rate shall be: <i>{De Afghanistan Bank/ Central Bank of Afghanistan}</i>.</p> <p>The date of the exchange rate shall be: <i>Bid Opening Date.</i></p>

<b>ITB 35.1</b>	Domestic preference <i>SHALL</i> be applied in accordance to Rule 4 of procurement procedure.
<b>ITB 36.3 (a)</b>	<p>Evaluation will be done for: <b>[Package]</b>.</p> <p><i>Bids will be evaluated by whole package. If a Price Schedule shows items listed but not priced, any item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the average price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.</i></p> <p><i>If the total price of item or items that not priced is more than (10) percent of bidder's offer, it's bid is disqualified.</i></p>
<b>ITB 36.3 (c)</b>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in <b>Section 3 Evaluation and Qualification Criteria</b>:</p> <p>(a) Deviation in Delivery schedule: {"No"}</p> <p>(b) Deviation in payment schedule: {"No"}</p> <p>(c) The cost of major replacement components, mandatory spare parts, and service: {"No"}</p> <p>(d) The availability in the Islamic Republic of Afghanistan of spare parts and after-sales services for the equipment offered in the Bid {"No"}</p> <p>(e) The projected operating and maintenance costs during the life of the equipment {"No"}</p> <p>The performance and productivity of the equipment offered; {"No"}</p> <p>{"No"}</p>
<b>ITB 36.6</b>	Bidders <i>SHALL</i> quote separate prices for each lot. : <b>Not Applicable</b>
<b>F. AWARD OF CONTRACT</b>	
<b>ITB 41.1</b>	<p>The maximum percentage by which quantities per item may be increased is {15%}</p> <p>The maximum percentage by which quantities per item may be decreased is {15%}</p>
<b>ITB 46.2</b>	<p>Complaints shall be submitted to:</p> <p><b>Attention: Sayed Eklil Sayed Zadah, Procurement Director of AFTEL</b></p> <p><b>Ministry of Communication and Information Technology</b></p> <p><b>Afghan Telecommunication Corporation (AFTEL)</b></p>

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	<p><b>Procurement Directorate, Muhammad Jan Khan Watt, Post Parcel Building, 4<sup>th</sup> Floor, Conference Hall. E-mail: <a href="mailto:sayed.eklil@afghantelecom.af">sayed.eklil@afghantelecom.af</a> Telephone: +93 (0) 749416655</b></p> <p>In case the complaint is not solved and is not acceptable please refer to: <b>Attention: Procurement Policy Directorate of National Procurement Authority National procurement Authority City: Kabul- Afghanistan</b></p>
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### **SECTION 3 EVALUATION AND QUALIFICATION CRITERIA**

This Section is to be considered as completing the ITB in describing the criteria that the Entity may use to evaluate a Bid and determine whether a Bidder has the required qualifications. No other criteria than those listed in this Section shall be used.

#### **Contents**

1. Domestic Preference (ITB 35.1)
2. Extra Criteria (ITB 36.4)
3. Multiple Contracts (ITB 36.5)
4. Post-Qualification Requirements (ITB 38)

#### **1. DOMESTIC PREFERENCE (ITB 35.1)**

The Maximum Margin for the domestic preference in accordance with the rule (4) of RPPP of Government of Afghanistan is as follow:

##### 1- Classification of bids:

1. The Domestic Products compared to the foreign products (25%).
2. Domestic Firms compared to the non-resident and resident foreign firms in Afghanistan (10%).
3. Foreign firms that has a domestic partner of the Joint venture (JV) or committed to the domestic subcontractor, compared to the other foreign firms (5%).
4. Domestic women Firms, Compared to the domestic and foreign Firms in Afghanistan (5%)

##### 2- Compression of bids:

In the light of Domestic Preference percentage, the Entity shall decrease the real price of beneficiary bids in accordance with the Preferences percentage and consider that for compression with other bids.

#### **2. EXTRA CRITERIA (ITB 36.4)**

#### **3. MULTIPLE CONTRACTS (ITB 36.5) NOT APPLICABLE**

The Entity shall award multiple contracts to the Bidder that offers the lowest evaluated combination of Bids (one contract per Bid) and meets the post-qualification criteria paragraph 4 below.

The Entity shall:

- (a) Evaluate only the lots or contracts that include at least the percentage of items per lot and the quantity per item as specified in ITB Sub Clause 14.8.
- (b) take into account:
  - (i) the lowest-evaluated Bid for each lot; and
  - (ii) The price reduction per lot and the methodology for its application as offered by the Bidder in its Bid.

#### **4. POST-QUALIFICATION REQUIREMENTS (ITB 38)**

After determining the lowest-evaluated Bid in accordance with ITB Sub-Clause 37.1, the Entity shall carry out the post-qualification of the Bidder in accordance with ITB Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications:

##### **(a) Financial Capability:**

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): { **USD 104,500.00 (One Hundred Four thousand and five Hundred) or Equaling in AFS** }

##### **(b) Experience and Technical Capacity:**

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): **The Bidder has satisfactorily completed at least one contract for supply of similar goods/ IMS/MSAN Equipment in the preceding five years of not less than {250,000.00 USD (two hundred fifty thousand) or Equaling in AFS}**

The Bidder shall furnish documentary evidence of average annual turnover of last five years. **{440,000.00 USD (Four Hundred forty thousand) or Equaling in AFS}**

- (c) The Bidder must provide the documents indicating that the proposed items have the following terms of use: { **N/A** }

For Joint Venture of consortium, the lead member shall meet at least 40% of that required, and each member shall meet at least 25% of the Turnover and cash flow, in which all partners combined must meet with 100% of the requirement.

## SECTION 4 BIDDING FORMS

### CONTENT

<b>Form</b>	<b>Title</b>
	Bid Forms
SDB/G/01	Bidder Information Form
SDB/G/02	JV Partner Information Form
SDB/G/03	Bid Submission Form
SDB/G/04	Price Schedule Form for Goods manufactured outside the Islamic Republic of Afghanistan to be Imported
SDB/G/05	Price Schedule Form for Goods manufactures outside the Islamic Republic of Afghanistan already imported
SDB/G/06	Price Schedule Form for Goods manufactures in the Islamic Republic of Afghanistan
SDB/G/07	Price and Completion Schedule for Related Services
SDB/G/08	Bid Security: Bank Guarantee
SDB/G/09	Bid Security: Bid-Security Declaration
SDB/G/10	Manufacturer's Authorization Letter



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**BIDDER INFORMATION FORM  
FORM SDB/G/01**

Bid Package No: *[Insert the number of bidding package]*

Date *[Insert date, as day, month and year of Bid Submission]*

Page *[Insert the number of page]* of *[Insert the total number of pages]* pages

<b>1. General information of the Bidder</b>	
1.1	Bidder's Legal Name: <i>{Insert Bidder's Legal Name}</i>
1.2	In case of JV, Legal Name of each party: <i>{Insert Legal Name of each party in JV}</i>
1.3	Bidder's actual or intended Country of Registration: <i>{Insert actual or intended Country of Registration}</i>
1.4	Bidder's Year of Registration: <i>{Insert Bidder's year of registration}</i>
1.5	Bidder's Legal Address in Country of Registration: <i>{Insert Bidder's Complete Legal Address in Country of Registration}</i>
1.6	<p>Bidder's Authorized Representative Information</p> <p>Name: <i>{Insert Authorized Representative's name}</i></p> <p>Address: <i>{Insert Authorized Representative's address}</i></p> <p>Telephone/Fax numbers: <i>{Insert Authorized Representative's telephone/fax numbers}</i></p> <p>E-mail Address: <i>{Insert Authorized Representative's e-mail address}</i></p> <p>Authorized representatives signature sample:</p> <div style="border: 1px solid black; width: 200px; height: 100px; margin: 10px auto;"></div>
1.7	Bidder's Income Tax Identification Number (TIN): <i>{Insert the Bidder's Tax Identification Number}</i>

1.8	<p>Attached are copies of original documents of <i>{Check the box(es) of the attached original document}</i>:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1.1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.</li> <li><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1.</li> <li><input type="checkbox"/> In case of government owned entity from the Islamic Republic of Afghanistan, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.</li> <li><input type="checkbox"/> Others: <i>[To be completed by the Entity if required]</i>.</li> </ul>
<p><b>2. Qualification information of the Bidder</b></p>	
2.1	<p>Number of years of overall experience of the Bidder in the supply of goods and related services: <i>{Insert a value in words and figures}</i></p>
2.2	<p>Total annual turnover of bidder in last five years: <i>{Insert a value in words and figures}</i></p>
2.3	<p>Available liquid assets: <i>{Insert a value in words and figures}</i></p>
2.4	<p>Major supplies of similar type of Goods over the last five years: <i>[List also details of supplies of similar type of Goods under way or committed, including expected delivery date]</i></p>
<p><b>3. Financial information of the Bidder</b></p>	
3.1	<p>Financial reports or balance sheets or profit and loss statements or auditors' reports or bank references with documents or a combination of these demonstrating availability of liquid assets. <i>[List below and attach copies.]</i></p>
3.2	<p>Details of Banks that may provide references if contacted by the Purchaser:</p> <p>Name: <i>[Insert Authorized Representative's name]</i></p> <p>Address: <i>[Insert Authorized Representative's Address]</i></p> <p>Telephone/Fax numbers: <i>[Insert Authorized Representative's telephone/fax numbers]</i></p> <p>E-mail Address: <i>[Insert Authorized Representative's e-mail address]</i></p>

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**JV PARTNER INFORMATION FORM  
FORM SDB/G/02**

***[Note on JV Partner Information Form***

*This note is for information only, to assist the Procuring Entity in the completion of the Form when preparing the Bidding Documents, but this note should NOT be included in the issued Bidding Documents.*

*The information to be filled in by Bidders in the following pages will be used for purposes of verification of eligibility and qualification of the Bidder as provided for in relevant Clauses of the ITB.]*

Bid Package No: *[Insert the number of bidding package]*

Date *[Insert date, as day, month and year of Bid Submission]*

Page *[Insert the number of page]* of *[Insert the total number of pages]* pages

<b>1. General information of the JV</b>	
1.1	Bidder's Legal Name: <i>[Insert Bidder's Legal Name]</i>
1.2	JV's Party Legal Name: <i>[Insert JV's Party Legal Name]</i>
1.3	JV's Party Country of Registration: <i>[Insert JV's Party Country of Registration]</i>
1.4	JV's Party Year of Registration: <i>[Insert JV's Party Year of Registration]</i>
1.5	JV's Party Legal Address in Country of Registration: <i>[Insert JV's Party Legal Address in Country of Registration]</i>

1.6	<p>JV's Party Authorized Representative Information</p> <p>Name: <i>[Insert Authorized Representative's name]</i></p> <p>Address: <i>[Insert Authorized Representative's address]</i></p> <p>Telephone/Fax numbers: <i>[Insert Authorized Representative's telephone/fax numbers]</i></p> <p>E-mail Address: <i>[Insert Authorized Representative's e-mail address]</i></p> <p>Authorized representatives signature sample:</p> <div data-bbox="630 579 899 827" style="border: 1px solid black; width: 166px; height: 118px; margin: 20px auto;"></div>
1.7	<p>Attached are copies of original documents of <i>[Check the box(es) of the attached original documents]</i>:</p> <ul style="list-style-type: none"><li><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1.2 above, in accordance with ITB Sub-Clauses 4.1 and 4.2.</li><li><input type="checkbox"/> In case of government owned entity from the Islamic Republic of Afghanistan, documents establishing legal and financial autonomy and compliance with commercial law.</li></ul>

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**BID SUBMISSION FORM**  
**FORM SDB/G/03**

*This note is for information only, to assist the Procuring Entity in the completion of the Form when preparing the Bidding Documents, but this note should NOT be included in the issued Bidding Documents.*

*The information to be filled in by Bidders in the following pages will be used for purposes of verification of eligibility and qualification of the Bidder as provided for in relevant Clauses of the ITB.]*

To: *[Insert complete name of Entity]*

Bid Package No: *[Insert the number of bidding package]*

Date *[Insert date, as day, month and year of Bid Submission]*

Page *[Insert the number of page]* of *[Insert the total number of pages]* pages

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[Insert the number and issuing date of each Addenda if applicable]*;
2. We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[Insert a brief description of the Goods and Related Services]*;
3. The total price of our Bid, excluding any discounts offered in item 4 below, is: *[Insert the total Bid price in words and figures, indicating the various amounts and the respective currencies]*;
4. The discounts offered: if our bid is accepted, the following discounts shall apply:  
A: Total discount value in words: .....
- B: Total discount value in figures: ..... *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies]*;
5. Our Bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the Bid Submission Deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
6. If our Bid is accepted, we commit to obtain a Performance Security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;
7. We, including any subcontractors or suppliers for any part of the contract, have nationality from Eligible Countries *[Insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*;
8. We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

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9. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the contract, has not been declared ineligible by the GoA, under the National laws or official regulations, in accordance with ITB Sub-Clause 4.3;
10. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
11. We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive;

Name: ..... *[Insert complete name of person signing the Bid Submission Form]*

Signature: ..... *[Insert signature of person whose name and capacity are shown]*

Dated: .....

**PRICE SCHEDULE FOR GOODS MANUFACTURED OUTSIDE THE ISLAMIC REPUBLIC OF AFGHANISTAN  
TO BE IMPORTED:  
GROUP C BIDS – CURRENCIES IN ACCORDANCE WITH ITB SUB-CLAUSE 15  
FORM SDB/G/04**

Bid Package No: **MCIT-AFTEL/ICB/G-239/97**

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

Date *[Insert date, as day, month and year of Bid Submission]*

Page *[Insert the number of page]* of *[Insert the total number of pages]* pages

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

1	2	3	4	5	6	7	8	9
Line Item No.	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price DDP <i>[insert place of destination]</i> in accordance with ITB 14.6 (b) (i)DDP	DDP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Islamic Republic of Afghanistan to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
1	Total equipment prices as per scope of work, KNDZ-MSAN							
2	Total Software prices as per scope of work, KNDZ-MSAN							

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3	Total equipment prices as per scope of work, JALABD MSAN							
4	Total Software prices as per scope of work, JALABD MSAN							
5	Local training of system for 10 persons of employer for 15 working days							
6	Training abroad of system for 5 persons of employer for 15 working days							
7	Project service, installation, commissioning, test & integration on site.							
<b>Note: Please refer to Scope of Work for further information.</b>							Total Price	

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



**PRICE SCHEDULE FOR GOODS MANUFACTURED OUTSIDE THE ISLAMIC REPUBLIC OF AFGHANISTAN  
ALREADY IMPORTED:  
GROUP C BIDS – CURRENCIES IN ACCORDANCE WITH ITB SUB-CLAUSE 15  
FORM SDB/G/05**

Bid Package No: *[Insert the number of bidding package]*  
 Alternative No.: *[Insert identification No if this is a Bid for an alternative]*  
 Date *[Insert date, as day, month and year of Bid Submission]*  
 Page *[Insert the number of page]* of *[Insert the total number of pages]* pages

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

1	2	3	4	5	6	7	8	9	10	11	12
Line Item No.	Description of Goods	Country of Origin	Delivery Date as defined by <i>Incoterms</i>	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.6(c)(ii) [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.6 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Islamic Republic of Afghanistan to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.6 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.6 (c) (iv)	Total Price per line item (Col. 9+10)

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<i>[Insert number of the item]</i>	<i>[Insert name of Goods]</i>	<i>[Insert country of origin of the Goods]</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 Islamic Republic of Afghanistan]</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 the name of the Bidder]* Signature of Bidder *[Insert the signature of the person signing the Bid]* Date *[Insert date]*

**PRICE SCHEDULE FOR GOODS MANUFACTURED IN THE ISLAMIC REPUBLIC OF AFGHANISTAN:  
GROUP A AND B BIDS – CURRENCIES IN ACCORDANCE WITH ITB SUB-CLAUSE 15**

Bid Package No: *[Insert the number of bidding package]*  
 Alternative No.: *[Insert identification No if this is a Bid for an alternative]*  
 Date *[Insert date, as day, month and year of Bid Submission]*

Page *[Insert the number of page]* of *[Insert the total number of pages]* pages

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

1	2	3	4	5	6	7	8	9	10
Line Item No.	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Islamic Republic of Afghanistan to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Islamic Republic of Afghanistan % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.6(a)(ii))	Total Price per line item (Col. 6+7)
<i>[Insert number of the item]</i>	<i>[Insert name of Goods]</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 cost of local labor, raw material and components from within the Islamic Republic of Afghanistan as a % of the EXW 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>

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									Total Price	

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

**PRICE AND COMPLETION SCHEDULE FOR RELATED SERVICES  
CURRENCIES IN ACCORDANCE WITH ITB SUB-CLAUSE 15  
FORM SDB/G/07**

Bid Package No: *[Insert the number of bidding package]*  
 Alternative No.: *[Insert identification No if this is a Bid for an alternative]*  
 Date *[Insert date, as day, month and year of Bid Submission]*  
 Page *[Insert the number of page]* of *[Insert the total number of pages]* pages

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

1	2	3	4	5	6	7
Service No.	Description of Services (excludes inland transportation and other services required in the Islamic Republic of Afghanistan 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. 5x6 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>

National Procurement Authority – Standard Bidding Documents for Procurement of Goods

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Total Bid Price	
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Name of Bidder [*Insert the name of the Bidder*] Signature of Bidder [*Insert the signature of the person signing the Bid*] Date [*Insert date*]

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**BID SECURITY: BANK GUARANTEE**  
FORM SDB/G/08

Invitation for Bid No: *[Insert the number of bidding process]*

Bid Package No: *[Insert the number of bidding package]*

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

Date *[Insert date, as day, month and year of Bid Submission]*

Page *[Insert the number of page]* of *[Insert the total number of pages]* pages

*[This Bank Guarantee Form for the Bid Security is to be issued by a registered bank in accordance with the instructions indicated.]*

WE, *[Insert Bank's Name and Address of Issuing Branch or Office]*

Beneficiary: *[Insert complete Name and Address of Purchaser]*

Date: *[Insert the date]*

BID GUARANTEE NO.: *[Insert the number in figures]*

have been informed that *[Insert the complete Name of the Bidder]*, hereinafter called "THE BIDDER", has submitted to you its Bid, hereinafter called "THE BID", for the execution of *[Insert the Name of contract]* under Invitation for Bids No. *[Insert the FFB number]* hereinafter called "THE IFB".

Furthermore, we understand that, according to your conditions Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we *[Insert the name of the bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of *[Insert amount in figures AND in words]* upon receipt by us of your first demand in writing accompanied by a written statement that the Bidder is in breach of its obligation(s) under the Bid conditions, because the Bidder:

- (a) Has modified or withdrawn its Bid after the deadline for submission of bids during the period of Bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders of the IFB; or
- (c) having been notified of the acceptance of the Bid by the Entity during the period of Bid validity, (i) fails or refuses to furnish the Performance Security in accordance with the ITB, or (ii) fails or refuses to execute the Contract Form.

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- (d) Provides bogus information about its eligibility
- (e) In case of debarment pursuant to provisions of Article 49 of procurement law as a result of committing any violation in this bidding process.

This Guarantee will expire:

- (a) if the Bidder is the successful Bidder, upon our receipt of a copy of the Performance Security and a copy of the Contract signed by the Bidder issued to you upon the ITB; or
- (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of the Bidder's Bid validity period, being *[Insert the date of expiration of the Bid]*.

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

*[Insert signature(s) of duly Authorized Authority (ies)]*



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**BID SECURITY: BID-SECURING DECLARATION**  
FORM SDB/G/09

Bid No: **[MCIT-AFTEL/ICB/G-239/97]**

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

Date *[Insert date, as day, month and year of Bid Submission]*

Page *[Insert the number of page]* of *[Insert the total number of pages]* pages

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

To: *[Insert the complete name of the Entity]*

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 in any contract with the Entity for the period of time of *[Insert the number of months or years]* starting on *[Insert the date]*, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have modified or withdrawn our Bid after the deadline for submission of bid during the period of Bid validity specified in the Form of Bid; or
- (b) have not accepted the correction of errors in accordance with instructions to bidders of IFB
- (c) having been notified of the acceptance of our Bid by the Entity during the period of Bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.
- (d) Provided bogus information about our eligibility
- (e) Non-provision of the contract performance guarantee in accordance with the terms specified in the Bidding Document.

This bid declaration form considered nullified as soon as the contract performance guarantee furnished and the contract signed by us.

Signed: *[Insert the signature of the person whose name and capacity are shown]*

Name: *[Insert the complete Name of person signing the Bid Securing Declaration]*

Duly authorized to sign the Bid for and on behalf of: *[Insert the complete name of Bidder]*

Dated on *[Insert the day]* day of *[Insert the month]*, *[Insert the year]*

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

**MANUFACTURER’S AUTHORIZATION LETTER**  
**FORM SDB/G/10**

Bid No: *[Insert the number of bidding process]*

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

Date *[Insert date, as day, month and year of Bid Submission]*

Page *[Insert the number of page]* of *[Insert the total number of pages]* pages

*[This letter of authorization should be on the letterhead of the manufacturer and should be signed by the person with the proper authority to sign documents that are binding on the manufacturer.]*

To: *[Insert the complete name of the Purchaser]*

Whereas, we *[Insert complete name and address of Manufacturer]* are reputable 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 the Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[Insert name and/or a brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with **GCC Clause 27**, with respect to the Goods offered in the Bid by the above Firm.

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

Name: *[Insert complete name(s) of authorized representatives of the Manufacturer]*

Title: *[Insert title]*

Duly authorized to sign the authorization for and on behalf of: *[Insert complete name of Bidder]*

Dated on: *[Insert date of signing]*

**PART II SUPPLY REQUIREMENTS**

**SECTION 5 SCHEDULE OF REQUIREMENTS**

**CONTENT**

**Title**

1. List of Goods and Delivery Schedule
2. List of Related Services and Completion Schedule
3. Technical Specifications (TS)
4. Drawings
5. Inspections and Tests

**1. LIST OF GOODS AND DELIVERY SCHEDULE**

*[The Entity shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder.]*

Item DDP 2010					
S/N	Description	Final Destination	Earliest Delivery Period	Latest Delivery Period	Bidder’s Offered Delivery Period ( To be filled in by the Bidder)
<b>1</b>	Total equipment prices as per scope of work, KNDZ-MSAN	<b>Office of Afghan Telecom Corporation in Kunduz Province</b>	<b>After Signing the Contract</b>	<b>Seven (7) months in one installment</b>	
<b>2</b>	Total Software prices as per scope of work, KNDZ- MSAN				
<b>3</b>	Total equipment prices as per scope of work, JALABD MSAN	<b>Office of Afghan Telecom Corporation in Jalalabad Province</b>			
<b>4</b>	Total Software prices as per scope of work, JALABD MSAN				
<b>5</b>	Local training of system for 10 persons of employer for 15 working days				
<b>6</b>	Training abroad of system for 5 persons of employer for 15 working days				
<b>7</b>	Project service, installation, commissioning, test & integration on site.				

**2. LIST OF RELATED SERVICES AND COMPLETION SCHEDULE (MENTIONED IN THE ABOVE SCHEDULE 1)**

*[The Entity shall fill in this table; the required completion dates should be realistic, and consistent with the required Goods Delivery Dates, as per Incoterms.]*

<b>Service</b>	<b>Description of Service</b>	<b>Quantity (if applicable)</b>	<b>Physical Unit</b>	<b>Place where Services shall be performed</b>	<b>Final Completion Date(s) of Services</b>
<i>[Insert Service No.]</i>	<i>[Insert description of Related Services]</i>	<i>[Insert quantity of items to be supplied]</i>	<i>[Insert physical unit for the items]</i>	<i>[Insert name of the Place]</i>	<i>[Insert required Completion Date(s)]</i>

### 3. TECHNICAL SPECIFICATIONS



**Technical Specifications for Procurement of  
replacing the old 128M CC08 System to new IMS/  
MSAN system at Kunduz and Nangarhar  
(Jalalabad) provinces for Afghan Telecom.**

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## 1 - General

AFTEL is a premiere telecommunications carrier, began operations in April 2006 providing a suite of Unified Telecommunication Services throughout Afghanistan. Under the stewardship and vision of the Ministry of Communications & Information Technology, Islamic Republic of Afghanistan, AFTEL's goal of becoming a telecom leader & maintain its position in the minds of the customers has become reality.

AFTEL began by adopting a challenging program aimed at transforming its business from a government-owned entity to a competitive commercial enterprise by recognizing and adopting commercial business standards and best-practices. In pursuit of this, the company has developed a clear strategy focusing on internal re-organization, re-training and developing its staff, enhancing its internal processes and closely studying its customers' needs and requirements- all, while continuing to carry out its national and social duties and responsibilities.

AFTEL is the leading National Provider of telecommunication services in Afghanistan. The company is working continuously to fulfill and satisfy the market's growing requirements, keeping pace with emerging technologies in the telecommunications sector and satisfying it's customer's needs. Afghan Telecom Corporation understands that the world is changing rapidly, and telecommunication is the only medium which can adapt to these changes. AFTEL is the pioneer in implementing new telecommunication services in Afghanistan and is a leader in the Afghan telecommunication market. AFTEL is keenly aware that the role and use of telecommunications is vitally important for the modern development of the people and the country. AFTEL has extended its reach beyond its national borders to the international markets, forming a network of businesses to international carriers with its Optical Fiber Cable (OFC) backbone- a network exceeding 3,100Km throughout Afghanistan. The OFC is currently interconnected to five neighboring Countries; Pakistan, Iran, Tajikistan, Uzbekistan, and Turkmenistan providing international gateway services and extending Afghanistan's telecommunications presence well beyond its borders.

AFTEL provides a broad suite of services throughout Afghanistan- and globally- which includes but is not limited to; Mobile Cellular Services, Wireline Telephone, Internet, Multi-media Connectivity, Video Conferencing, and Wholesale Internet transit through the latest technologies such as DSL, WiMAX, Fiber Optics, Microwave and 3G Dongles (USB).

AFTEL Fiber Optic Network is directly connected to international fiber optic backbones through neighboring countries with capacity exceeding several Gigabytes- with redundant Internet bandwidth accessible through various routes- Pakistan, Uzbekistan, Tajikistan , Turkmenistan and Iran- thus providing our customers greater than 97% internet availability.

AFTEL is therefore able to offer complete telecommunications solutions from small and medium-sized businesses to enterprise-level corporations based in Afghanistan- all with high levels of performance, multi-media connectivity, Internet services, and extranet solutions- enabling customers to increase connectivity, productivity and profitability.

Provides high-speed dedicated Internet Services through nationally-licensed WIMAX frequencies with zero interference, Microwave or our dedicated Direct Fiber Internet connectivity.

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Provides Media Connectivity through our Optical Fiber backbone ring- now corporate organization can connect their remote offices without paying exorbitantly-high satellite fees and experiencing unnecessary transmission delays.

Provides the highest broadband speed in Afghanistan- through DSL- is now available in Kabul, Herat, Mazar-e-Shariff, Jalalabad, Kunduz, Kandahar and another 7 provinces/cities.

AFTEL is the only National Public Switched Telephone Network (PSTN) service provider in Afghanistan for Land-Lines Phone (Digifones) services in Afghanistan.

Provides Digifone Service to Offices and Residences, high-quality voice services at low rates.

Provides 3 G Mobile Cellular Services to all 34 Provinces with the lowest calling rates of any National Carrier.

AFTEL satellite-based voice networks, the Village Communication Network (VCN), offer critical services to remote districts and villages not covered by any other telecom operator. These systems support both voice and data services and have given a considerable number of key clients like NGOs, Government offices, businesses and the general populace, access to voice and internet connectivity which were deemed impossible to reach.

Allows Private Automatic Branch Exchange (PABX) Service to incorporate telephones, fax machines, modems, and more, providing local and distant call extensions within organizations.

AFTEL has the highest number of subscribers of Internet distributing several Gigabytes of bandwidth throughout the Country with more than 500,000 direct & indirect internet users.

AFTEL Internet and Telecommunication Services are offered on a global-standard Fiber Optic Backbone- possessing both a Fiber Optic Ring around Afghanistan and a Fiber Optic Ring in Kabul City.

AFTEL is committed to world-class Customer Service and Support demonstrated by an outstanding customer service record and 24 x7 local service and support availability.

AFTEL offers customers support for their business-critical Internet applications providing proactive network monitoring 24 hours per day 365 days per year.

AFTEL constantly monitors all links to its uplink providers for outages, reliability, local lead errors and event-alerts. In most cases Link outages will not be noticed by our end user customer due to providing multiple routes to our uplink providers, providing customers high levels of internet and services availability.

AFTEL provides customers direct-access to its monitoring and reporting system via our Cacti monitoring server. Customers can directly check their real-time bandwidth utilization and prepare reports for their management accordingly.

AFTEL provides voice and data 24x7 services all over Afghanistan.

AFTEL is provider of 3 G Mobile services in Afghanistan. At present, AFTEL has established 3 G network in all 34 provinces of Afghanistan providing voice as well as data services.

Beyond all above mentioned points AFTEL 1 has launched its GSM/3G network to provide GSM 2.5G and 3G UMTS cellular systems. Its services are available in 34 provinces with the capacity of more than 800 BTS throughout the country, AFTEL

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provides BB services in more than 30 provinces and at rest of the provinces provides GSM voice service.

Potential bidders shall submit Offers (in accordance with technical specifications) for design, supply, and transportation to the final destinations; installation and commissioning of MSAN access Systems as mentioned in SoW.

## **2 - Introduction**

As AFTEL has swapped its legacy TDM switches of Kabul city with new IMS core and MSAN access on 2014 and rest of its fixed network is aged for nearly 10 years and now facing challenge of equipment end of life, potential disaster risks, and also high maintenance cost. This is the SOW of replacement for Nangarhar/Jalalabad and Kunduz provinces' TDM switches to new MSAN with capacity of 5 K per site which should be upgradable to 10 K at each site. Mentioned MSANs has to be connected to IMS core network Based on existing network situation of AFTEL's fixed network. These new MSAN switches will be part of IMS network should provide more voice/video services according to AFTEL requirement, these services will give more colorful services and choice to AFTEL fixed network customers, thus bring bright future for AFTEL's business.

As a potential Bidder, you are hereby invited to submit a detailed technical and commercial offer according to the requirements set out herein.

This SOW is specifically requesting bidders to offer AFTEL an Offer for carrier grade, cost effective access solution including all associated components and management system etc. The MSAN vendor shall be responsible for the integration with the existing IMS core and CvBS for prepaid and postpaid services and integration with existing provisioning system. Detailed interface specifications and solutions for existing systems that are required to enable commissioning and complete end-to-end system integration are under bidder's responsibility. For any kind of integration with existing networks, the MSAN vendor shall facilitate the successful integration. In case any cost for new hardware and customization for/in existing IMS core, provisioning and CvBS and its components are needed, the MSAN vendor shall consider such costs in their bid Offers. Bidder is responsible to cover such cost without charging it to AFTEL. AFTEL will provide the necessary support on coordinating with the existing vendor to possibly provide the required information as requested by the MSAN vendor. No additional cost in terms of any new hardware and software purchase will be accepted by AFTEL for MSAN integration with the existing network elements including IMS core, CvBS and Provisioning. For such items, the bidder has to include any such item along with relevant costing in their Offers to AFTEL.

Note: For some Integration requirement, please refer to 3.14 - Network to Network Integration (NNI).

This part of SOW covers the Technical and Functional Requirements, as well as providing an overview of the AFTEL network and environment, into which the equipment's being procured by this contract will be required to be integrated and inter-work.

The bidders must use the methods described in chapter 1 of document "1.2 Scope of Work" failure to respond in this manner will mean that the response will not be considered.

### 3 - Project Scope of Work

The scope of this project is to provide a complete and fully turnkey Offer including warranty for a network build on IMS core for replacing existing Nangarhar/Jalalabad and Kunduz Provinces/cities PSTNs and offering unified control platform for 10K users including the access parts. In the access part (MSAN) 4 K POTS and 1 K DSL should be considered per each site. It is also mandatory to consider 1 K video call capacity at each site. Any kind of reuse from existing network and/or sharing with GSM/3G will not be accepted. Independent cards should be considered for DSL service at access part to provide data services.

The bidder should provide narrowband services and broadband services in one frame. Cards that can support POTS and ADSL/ADSL2/ADSL2+ should work in the same frame.

The proposed equipment shall support high-density POTS card and ADSL 2+ cards. POTS card more than 48 ports, (ADSL2+) card more than 48 ports,

Vendor must have the following commercial experience:

- 1) FTTx shall have the commercial experience in at least five (5) different countries/ local regions.
- 2) For the local regional commercial application, at least three (3) countries' network shall have deployment with at least 200,000 subscriber capacities.
- 3) The product for the bid shall have at least a year commercial application.

The bidder's response shall include a detailed statement in relation to every clause of this SOW.

These goals are for network plan phase and supplying SOW and also commissioning and configuration phase.

The purpose of this SOW is to procure DSL services. According to network topologies, quantities, capacities and any other requirements given by AFTEL and integrate to existing AFTEL Network. Technical solution from bidder is required to introduce new services for AFTEL Network. Full technical and functional requirements regarding capability, performance and standards are detailed in this document.

Network Design Requirements

Subscriber Migration Plan

The existing Fixed Lines PSTN Switches have been commissioned as following:

S. No.	Province	City	Switch Brand/Vendor	Existing Capacity
1	Kabul	Kabul	ZTE-IMS/MSAN	98,700
2	Kabul	Ahmadshah baba	ZTE	18,000
3	Kabul	Omed Sabz	ZTE	6000
4	Kunduz	Capital City	Huawei	9,600
5	Nangrahar	Jalalabad	Huawei	9,600
6	Balkh	Mazar	ZTE	28,500
7	Kandahar	Capital City	ZTE	18,000
8	Kandahar	Ayeeno mina	Huawei	10,000
9	Herat	Capital City	Nokia-Siemens Networks Ltd	60,084

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10	Herat	Jebreal Town	ZTE	12,000
11	Herat	Shendand	ZTE	2000
12	Helmand	Lashgarga	ZTE	2000
<b>Total</b>				<b>274,484</b>

According to the AFTEL's subscribers' business plan, in the access part, the subscriber migration plan is as follow:

In 2016 5 K of Kunduz province and 5 K of Jalalabad capital city of Nangarhar province to be swapped by new MSAN equipment.

Traffic Model

Table 0-1 Traffic Model

<b>Parameter</b>	<b>Value</b>
Individual User Percentage	90%
Voice Traffic	0.03 Erl/user
Video Traffic	0.01 Erl/user
Mean Holding Time	90s
Centrex User Percentage	10%
Mean Holding Time	180s
Service Flow	Non-Precondition

## 4 - Network Requirement

### 4 – 1 - Warranty

The bidder shall propose 1 Years of warranty after FAC for all of their proposed items as well as the list of Spare Parts which will be kept in the vendor's stock for use when needed during Installation and Commissioning Period and Warrantee Period. (No Spare Parts will be procured by the employer/AFTEL and the Spare Cost shall not be included in the bid evaluation) process and Contract Prices

The interface must be user-friendly, easy to use and maintain, secure, and controllable.

Operation rights can be set on the interface.

Must support the online reporting, online loading and online patching. The software upgrade and maintenance can be completed without affecting the system.

Must provide the log, alarm, performance measurement, and fault diagnosis functions. It helps maintenance staff to prevent, locate, and handle the faults of the system.

The alarm box of the OM provides audio and visual alarms, and users can be aware of the network faults in real time.

Must provide advanced performance measurement and document which is helpful for network maintenance and optimization.

The proposed solution should support E2E Signaling Tracing of the whole system for maintenance purposes, bidder are supposed to describe how to achieve this as well.

The proposed solution must provide integrated online help and documentation center for users.

#### 4 -2 - Service Levels Requirement:

The bidder has to provide and confirm the below table represent the SLAs requirement by AFTEL:

Troubleshooting	SLA Details		
	Critical	Major	Minor
Service availability	7*24	7*24	5x8
Response Time	≤20 Minutes	≤30 Minutes	≤40 Minutes
Restoration Time	≤3 Hour	≤4 hour	≤ 24 hours
Software correction Time (Escalated to R&D)	<10 Calendar days	<15 Calendar Days	<20 Calendar days
Service available language	English Only		
On-Time delivery	Critical: 99%, Major: 95%, Minor: 90%		
Repair and return of HW	Faulty part has to be replaced immediately after Accor Faulty part for repair shall take maximum 90 days		

Please offer the Service Level Agreement (SLA) to AFTEL according the service items include in the solution. Vendor to give detail of below mentioned terms details in warrantee periods.

“Response Time”

“Neutralization Time”

“Resolution Time”

“Emergency situation”

“Major Problem”

Reduction in any capacity/traffic measurement function.

Any loss of functional visibility and/or diagnostic capability.

Short outages equivalent to system or subsystem, with accumulated duration of greater than 2 minutes in any 24-hour period, or that continues to repeat over longer periods.

Repeated degradation of DS1 or higher rate spans or connections.

Prevention of access for routine administrative activities.

Degradation of access for maintenance or recovery operations.

Degradation of the system’s ability to provide any required critical or major fault notification.

Any significant increase in product related end-user fault reports.

Excessive billing error rate or corruption of system or billing databases.

“Minor Problem”

#### Maintenance Level and Responsibilities

Maintenance levels and responsibilities should be part of the Offer for warranty period and give enough information for each level.

First Line Maintenance (FLM) should consist mainly of:

Network monitoring (warning & performance)

Management of spare parts and logistics

Periodical data back-up (also part of operating task)

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Periodical network check (hardware & software & data etc)

Routine faulty parts replacement

Basic faulty diagnosis and recovery

Internal escalation procedure

Preventive actions concerning the environment, assembly and hardware.

Reloading of identical programs and files

The management and update of the documents (e.g. system fault report)

Monthly reporting with statistics

Software Patch Implementation

Site Access Management

Emergency Service (Only for critical)

Second Line Maintenance (SLM) should consist mainly of:

Helpdesk (faulty receive and remote guide etc)

Remote access diagnosis

Supply of workaround solution

Faulty escalation

Software update Provisioning

First Node Software Patch Implementation

Hardware repair RMA

Monthly maintenance meeting

Information sharing Platform Provisioning

Third Line Maintenance (TLM) should consist mainly in:

Supply of software release or patches

Detection needing specific technical skills of R&D centers

Analysis of operating files and fault messages (expertise, tracing)

Vendor services should be performed in three-coordinated service level as above

Service Level 1: Customer Network Operation Center

Service Level 2: Customer Network Operation Center and vendor Local/Regional CSC

Service Level 3: vendor HQ Customer Service Centre and R&D Dept.

Both the Local/Regional TSD and the HQ TSD provide all services that are necessary for the successful and effective maintenance of Customer network.

Vendor should arrange an engineer to stay in the equipment room at Kabul during the working time of Afghan Telecom. During other times, vendor's Service Engineer should be always at Call. If the located engineer is not qualify and can't solve problems, AFTEL have the right to require replacement of unqualified engineer, the new replacement should arrived within 45 days from replacement confirmed by both party.

Detail responsibility matrix (RM) for warrantee periods should be provided separately.

Technical Specification

Reliability:

Power supply and power consumption

Physical specification:

Environmental specification:

The bidder should provide the environment index in which the equipment can work for a long hours without any interruption.

Standard Compliance

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The bidder should provide the detail protocol compliance list.

## **5 - Architecture:**

The overall architecture shall consist of: edge access layer and service management layer.  
Edge access layer: The edge access layer connects subscribers and terminals to the network through a number of styles, and converts the format of information so that it can be sent over the network. The components of the edge access layer include GPON/EPON, xDSL, LAN, Wi-Fi, WiMAX, Cable, etc.

Service management layer: The service management layer provides value added services and operation support. This layer shall be able to process multimedia services.

It provides an open Application Programming Interface (API) for quickly develop new services.

It provides an interface that adopts the standard third party interface protocols for the provisioning of the third party services.

The Bidders shall elaborate on the network architecture of his recommended products and the scalability and manageability of the whole system.

The proposed network solution should provide flexible multiple access capabilities, such as: the access of IP PBX and TDM PBX, the access of SIP phone, the access of MSAN, and even the access of various VOBB subscribers (GPON/ xDSL/ LAN/Cable).

## **6 - Hardware design:**

The following reliability designs should be widely adopted:

Active/standby board

Load sharing

Redundancy configuration

The bidder should provide the detail description of the MSAN equipments redundancy mechanism.

The bidder should provide the detail description of the MSAN equipments overload protection mechanism.

The bidder should prove the call loss must meet ITUT required standard under strect test.

The bidder should provide the details of proposed MSAN capability.

The maintainability of the system should be improved by optimizing the following technologies:

Board/system fault detection technology

Isolation technology.

### **6 – 1 - Hardware Requirements**

All the provided devices must be mature and equipped with quality components. Strict quality control in production and test & inspection by end users before delivery are required to ensure long-time, stable and reliable operation.

The bidder shall provide details of at least 5 years of ATCA commercial experience and deployment, and also shall provide its live application deployments no less than 2 million active subscribers. The external interfaces of the equipments shall comply with related standard interface specifications.

The board-level hot backup and load sharing work mode should be supported



## **6 – 2 – Board:**

The main control board shall support 1+1 redundancy in order to guarantee the system reliability.

The power board shall support 1+1 redundancy in order to guarantee the system reliability.

The proposed equipment shall provide at least 64-port POTS and 64 port data separately. This requirement is mandatory.

Any service board shall be inserted into any service slot in order to provide convenient expansion. This requirement is mandatory.

The main control board of the access gateway shall support H.248/SIP and V5 uplink simultaneously without additional boards occupying the service slots.

## **6 – 3 - Heat dissipation:**

The centralized dissipation mode should be adopted. The fans in the fan box adopt the N+1 or N+N backup mode. If a fan fails, the system can still run normally.

## **6 – 4 - Redundancy Requirement**

The proposed equipments should have Redundancy or Duplication for necessary Units such as Main Control Unit and/or any necessary Unit as 1+1 and/or N+1 redundancy. Hot Swappable feature shall be available for removing the faulty Unit to repair without Service interruption. The Bidder will show the Redundancy detail of the proposed equipment according to the Bidder's standard to prevent Service interruption.

System shall have 2 sets of Power Supply as Redundant Power Supply. When the 1st Power Supply set fails, the 2nd Power Supply can immediately operate instead of such 1st Power Supply.

The system should provide the geo-redundancy functionality of the basic call service. If master application server is down, the slave one can take over the service. And IMS-Core should be able to trigger the service to the slave one.

The bidder shall propose and quote the solution based on the redundancy requirement of each network elements which is listed in dimensioning excel table.

## **6 – 5 - Maintenance and monitoring:**

The equipment shall provide automatic maintenance, test, and alarm functions.

The equipment shall provide test port and software for easy debugging and online function test.

The Bidder shall point out the number and type of the available management interfaces.

The system should be designed with carrier-grade high reliability.

The primary modules of all the devices and the power modules of the primary hardware devices shall support redundant configuration for easy expansion and maintenance.

In the case of redundant backup, the system shall be able to automatically switch to the backup part once the master part fails.

## **7 - Access Gateway**

### **7 – 1 - General Requirements**

The bidder shall indicate general architecture and functional block diagram of the proposed MSAN.

The bidder should propose their latest version of MSAN to support POTS, DSL, video call and all other latest available services.

The vendor shall have three types of capacity MSAN products: large capacity, medium capacity and small capacity. For small capacity MSAN should be box and flexible plug-in equipment.

All the equipment must be IP-bus structure, TDM bus is not acceptable. All the equipment must support 10G GPON service.

All cards of the equipment shall support hot-swappable for convenient maintenance.

When software upgrades, the ongoing services will not be affected. This requirement is mandatory.

Software roll-back to the old version shall be supported.

The proposed equipment shall have the ability to support access with 1:1 to 1:8 convergence ratios to meet different traffic volume requirements.

The bidder shall state the MTBF of each element and the MTBF of the complete system.

### **7 – 2 - Uplink/ Trunk Interfaces**

The proposed equipment shall support at least eight V5 E1 uplinks for voice services in order to access traditional PSTN networks. This requirement is mandatory.

The proposed equipment shall support V5 E1 uplink and FE uplink simultaneously in one main control board for voice services in order to provide smooth migration from PSTN network to IP network. This requirement is mandatory.

The proposed equipment shall support high density uplink card which has abundant interfaces, 4\*10GE is preferred.

The proposed equipment shall support at least one GE uplink for narrowband services. This requirement is mandatory.

The proposed equipment shall support at least four GE (optical) uplinks for broadband services.

The proposed equipment shall support 1 + 1 backup for the uplink interfaces of the control boards in order to guarantee the uplink reliability.

The proposed equipment shall support XPON uplink to deploy the FTTC/B scenarios

### **7 – 3 - AG/ V5 Service Interfaces**

The proposed equipment shall support POTS interface which should be in compliance with the requirements for Z interface described in ITU-T Q.522.

The proposed equipment shall support ISDN interface which should be in compliance with ISDN BRI standards which accord to ITU-T G.906 and G.961 standard.

The proposed equipment shall support ISDN interface which should be in compliance with ISDN PRI standards which accord to ITU-T G.962 standard.

The proposed equipment shall support E1 interface which should be in compliance with ITU-T G.703, G.704, G.823 and ETSI ETS 300 166 (1993).

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The proposed solution must support AFTEL existing Payphone network and bidder must study Payphone requirement before submitting their bids (if necessary)

## **7 – 4 - AG Services**

The proposed equipment shall support H.248, MGCP and SIP protocols.

The proposed MSAN should support at least 10CAPS.

The proposed equipment shall support maximum POTS of 8000 lines per system.

The proposed equipment shall support multiple voice encoding and decoding schemes, including G.711, G.723.1 and G.729A/B.

The proposed MSAN should support at least 800 DSP channel in one cabinet.

The proposed equipment shall support PSTN basic services and supplementary services (Please refer to Section 6.6) in AG mode.

The proposed equipment shall support the MODEM service of the VBD.

The proposed equipment shall support the automatic switchover between main and standby control board when the system is failed to guarantee the system reliability.

The proposed equipment shall support that voice of calls under the same MSAN does not use the DSP source, but exchange through the TDM switching network directly, which save the DSP voice channel source.

The proposed equipment shall support RFC2833 encryption for card services.

The proposed equipment shall support DDI (Direct Dial-in) service.

The proposed equipment shall support uplink backup guarantee the system reliability. This requirement is mandatory.

The proposed equipment should support overload control:

Support the overload control packet loaded by the H.248.

Restrict calls when the CPU is overloaded.

Support the following performance statistics parameters: overload time, recovery time, number of restricted calls during overload period, and the number of successful emergency calls.

The proposed MSAN should support Voice Quality Enhancement (VQE) to improve the voice quality.

The proposed equipment shall support VAG (Virtual Access Gateway) feature, that is, one AG is divided into multiple VAGs and each VAG provides services independently under the control of the MGC. These VAGs shall share one IP address (Saving IP address) or have their independent IP addresses. This requirement is mandatory.

The proposed equipment shall support that media stream, signaling flow, and NMS flow can:

Occupy the IP address respectively;

Share the same IP address.

The proposed MSAN should support AG Local Announcement Playing to reduce the load of MRS.

The proposed MSAN should support AG Local Audio Mixing to reduce the load of MRS.

The proposed equipment shall support transparent transmission FAX and T.38 FAX functions. This requirement is mandatory.

The proposed MSAN shall support the PBX with various interfaces, such as PRA, R2 (E1 mode), to satisfy the access requirements.

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The proposed equipment shall inherit legacy dedicated line service in the IP network. The bidder must provide the solution.

The proposed equipment shall inherit legacy services in the IP network, like, N×64K, leased line.

## **8 - MDF Frame and Terminals:**

Bidders are requested to quote in their Offers for MDF frame as well as horizontal and vertical side terminals. Subscriber cable length has to be as per actual site requirement.

## **9 - Software design:**

The software is required to be designed with the following characteristics:

Hierarchical modular structure

Protection mechanism

Error tolerance mechanism

Fault monitoring mechanism

System overload control:

Multiple overload control mechanisms such as session control should be used.

Power supply system:

The dual power supply system with redundancy backup should be used such a system provides the following functions:

New and independent power system including battery backup for all the sites to be provided.

Lightning protection

Power-down protection

Protection against over current/undercurrent and overvoltage under voltage

If the system is powered off, the system should be restarted within five minutes.

## **9- 1 - Software Requirements:**

The software shall be in modular structure for security and fault tolerance.

The software shall cover the complete management, operation and maintenance functions required for abnormal running of the whole network.

The software shall also include the following contents:

Network fault diagnosis toolkit:

A kit of network fault diagnosis and troubleshooting tools for network technicians.

Network system prediction and alarm software package.

Monitors and records the use of the key systems and helps the network administrators to discover potential security problems in time.

Overload control function:

Function to provide four levels of overload restriction.

Fault monitoring and diagnosis:

The software shall be able to discover faults, and send alarms in time, and automatically recover from fault without affecting any active service connections.

The system should support the hot-patch function, when upload the patch, system not need to restart. The hot-patch can be active/deactivate by maintenance command.

The system should support the upgrade system without interrupt current service.

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Compatibility and upgrade the hardware shall be easily upgradeable and expandable. The Bidder shall specify if there is need to interrupt the services and the time of the interruption during software upgrade, as well as the plan and scheme for expansion.

Different software versions shall be backwardly compatible and the upgrade shall not affect the network performance and running.

The bidder shall provide the latest software version that is formally released with tested reliability and stability.

The bidder shall update the software with the release of new versions and provide the related function introduction and modification description. If any device cannot achieve the functions or performance required in these specifications, the manufacturer shall pledge an exact time to provide those functions. At the same time, he shall describe the real uptime and upgrade schedule of the current software.

The Bidder must have copyright to use the 3rd parties' system and application software which are integrated in their solution.

The Bidder shall officially indicate to AFTEL if the current version needs to be upgraded and upgrade schedule shall be provided.

The access equipment must support PPPoE/DHCP/POTS simulation test with existing network equipment, to test real network in order to improve service provision efficiency.

## 9-2 - Security Solution

The Bidder shall analyze the possible security holes and troubles in the MSAN and provide perfect security measures and implementation Offers based on the service characteristics of the MSAN and his equipment & system conditions. The measures and Offers shall consist of the following items:

Network security that involves network architecture, network nodes, network data and equipment configuration.

Security measures for data flows in network transmission, which involve attack protection, illegal protocol/user packets filter and statistics.

Security measures for the user information in network transmission such as user account and the password, and equipment authentication & registration information.

Control techniques for the legal MSAN services used by the MSAN subscribers.

Redundancy backup system for the MSAN equipment and networking routes.

Antivirus measures to detect, isolate, and clear computer viruses.

## 10 - Service Requirement:

The bidder should propose a solution that can interwork with existing unified AS for both PES/PSS supplementary services and IP Centrex service as in the table below.

### 10 – 1 - Supplementary Service:

Service		Description
Originating Presentation (OIP)	Identification	It is provided to the callee side: the incoming call number or caller's name can be displayed to the callee.
Originating Restriction (OIR)	Identification	It is provided to the caller side: After subscribing OIR service, the caller's identification is not presented to the callee even the callee has subscribed the OIP service.

Service	Description
OIR Override	The caller's number or identification still will be presented to the callee even the caller has subscribed the OIR service.
Originating Name Presentation	The caller's name (preconfigured) is presented to the callee.
Terminating Identification Presentation (TIP)	It is provided to the caller side: Callee's identification is presented to the caller.
Terminating Identification Restriction (TIR)	It is provided to the callee side: The callee's identification is not displayed to the caller after subscribing the service.
TIR Override	The callee's number or identification still will be presented to the caller even the callee has subscribed the TIR service.
Anonymous Communication Rejection (ACR)	It refuses calls without caller information if callee subscribes ACR service.
Malicious Communication Identification (MCID) Permanent Mode	For the permanent MCID, each incoming call will be recorded. The recorded call information includes: Caller number, Caller URL, Callee number, Callee URL and Call time.
Malicious Communication Identification (MCID) Temporary Mode	For the temporary MCID, after the call is answered, the callee can trace the caller identification by dialing specific access code. System sends the alarm message to O&M and being saved.
Communication Diversion(CDIV)	Automatically forwards incoming call to another target based on callee's pre-configuration. There are 4 types of services can be provided: call forwarding on busy, call forwarding on no reply, call forwarding unconditional (forwarding of all calls) and call forwarding on subscriber offline.
CDIV by Media	Incoming calls are forwarded to different target numbers based on the different media types. It is applicable to CFU, CFB, CFNRy, CFNRd, CFNRc. For instance, a video + voice call is forwarded to number C, but a voice call may be forwarded to number D.
CFU by Caller	The incoming calls from different callers are forwarded to different target numbers. For instance, anonymous call is forwarded to number C, and incoming call from B is forwarded to number D, and the other incoming calls are acceptable.
Anonymous Call Forward	Anonymous incoming call is forwarded to another number.
Communication Deflection	It is triggered during the session establishment (INVITE has been sent to terminal, but not answered). It depends on the user to make the decision: forward or not and what kind of forwarding. It supports CFU, CFB and CFNRy.
CFB by Caller	When callee is busy, the incoming call can be forwarded to different target numbers based on the different caller, maximum 5 target numbers can be supported.

Service	Description
Communication Forwarding Busy to Two Parties	Callee can configure 2 forwarding numbers: A and B. When callee is busy, the incoming call is forwarded to A, and it will be forwarded to B if A is busy as well.
CFU by Time	The incoming calls are forwarded to different numbers in different time according to callee's configuration. It supports maximum 5 target numbers.
Implicit Communication Forwarding	Implicit CF includes 4 types of CF: Call forward on no-reply, Call forward on busy, Call forward on offline and Call forward on unreachable. All the above 4 types of CF will be activated when user subscribes implicit call forward service.
Completion of Communications to Busy Subscriber (CCBS)	It's a caller side service. When the callee is busy, the caller requires the system to call both sides when detecting the callee is idle.
Outgoing Communication Barring	The caller is restricted to make some certain kind of calls, such as domestic toll call and international call. It also support the following scenarios: Time based outgoing call barred: Outgoing call will be barred during a specific time; the incoming call remains the same.
Incoming Communication Barring	All incoming calls are barred. The caller will be notified with announcement such as: "Sorry, the number you dialed is not available, please try it later..." It also support the following scenarios: Time based incoming call barred: User will not be disturbed during a specific time, the outgoing call remains same.
Incoming/Outgoing Blacklist	Outgoing Blacklist: Caller is not allowed to call specific numbers. The incoming call is not affected, and emergency call is not restricted. Incoming Blacklist: User is not allowed to receive the incoming call from the specific numbers. The outgoing call is not affected.
Incoming/ Outgoing Whitelist	Outgoing Whitelist: User is only allowed to call specific numbers, the incoming call is not affected, and emergency call will not be restricted. Incoming Whitelist: User is restricted to receive the incoming call from specific numbers. The outgoing call will not be affected.
Anonymous Communication Rejection (ACR)	System rejects anonymous incoming call and send the error message back to the caller, which indicates that the callee rejects the call.

Service	Description
Do Not Disturb	DND: Incoming calls are restricted. Limited DND: Incoming calls are restricted during a specific time. But DND will be invalid if the caller enable the “service set overriding” feature.
Incoming Communication Barring - Carriers Controlled	System rejects the call when the user is being called.
Outgoing Communication Barring - Carriers Controlled	System rejects the call when the user tries to make call.
One Number Link You (ONLY)	After subscribes ONLY service, user can has several terminal numbers bound (number A, B, C, etc.), and choose one of them (for example: number A) as public number. A is the main number of ONLY. Caller ONLY means caller can make call from anyone of the 4 bound terminals, but only the main number (number A) will be presented to callee. Callee ONLY means all the bound terminals ring simultaneously or in sequence if main number (for example: Number A) is being called.
Report of Time(RT)	User can query time by dialing special access code.
Self Number Reporting	Users can dial special code to inquire current terminal’s E.164 number.
Wake Up Service	Terminal rings at assigned time to remind user.
Communication Override	It is provided for the caller. When setting the service, the caller could still successfully dial the called party in a normal way, even though the called party sets the call forwarding or no disturbing service. At this time, the call forwarding or no disturbing service is invalid.
Abbreviated Dialing	Users realize dialing real destination code by dialing “**abbreviation code”.
Absent Subscriber Service	When this service is activated, other users hear tone like: “the number you dial is not answering, please dial later”.
AoC	The Advice Of Charge (AOC) service notifies the UE about the charging information.
Message Waiting Indication (MWI)	The Message Waiting Indication (MWI) service informs a subscriber of changes in the number or status of messages stored on the Voice Mail System (VMS) or Unified Message System (UMS). These messages include emails, short messages, faxes, and voice messages.
The User-to-User Signaling 1 (UUS1)	The User-to-User Signaling 1 (UUS1) service enables calling parties to send or receive a small amount of information during a conversation.



Service	Description
Multiple Subscriber Number (MSN)	The Multiple Subscriber Number (MSN) service enables a subscriber to have a group of subscriber numbers. The group is called an MSN group. Within an MSN group, the subscriber can define one subscriber number as the MSN primary number and the others as MSN secondary numbers.

## 10 -2 - IP Centrex Service

Service	Description
Intra-group Short Number Call	Subscribers within the same group can directly dial the extension numbers.
Intra-group Long Number Call	Subscribers within the same group also can dial the long numbers.
Intra-group Outgoing Call	Caller is a group user, callee is not a group user, caller can dial callee's number directly or adding prefix to the number. The prefix number can be configured.
Inter-group Incoming Call	Out-group incoming calls are from out-group ordinary subscribers to group users. Currently there are three modes. 1. Ordinary out-group subscribers dial large numbers (valid domestic numbers) of group users for direct calls. 2. Out-group subscribers dial pilot line number of group users and are connected to group users by computer OPR console. 3. Out-group subscribers dial pilot line number of group users and are connected to group users by manual OPR console.
Call Park	User B and C are the same group, when B and A (inter-group or intra-group) are in dialogue, B can hold A and connect C, then C converses with A, and B quits the dialogue.
Intra-Group Directed Call Pickup Service	User A and B are in the same Centrex group, user B subscribes "Intra-Group Directed Call Pickup Service", when there is no answering for A's incoming call, B can answer from his own phone by specific operation.
Dedicated Call Pickup Service	User A and B are in the same Centrex group, user B subscribes "Dedicated Call Pickup Service", when there is no answering for A's incoming call, B can answer from his own phone by specific operation.

Service	Description
Call Group by Turns	When the group is being called, system can choose one user within the group to answer the call according to certain strategy (sequence, priority, idle or simultaneously). When fails, system will choose the next user based on the strategy, until someone pickup or reach the max limitation.
Personal Attendant Service	User type is IP Centrex user. If user A activates this service

	and assign user B as his personal attendant, then all the incoming calls for user A can be connected towards user B, after filtered by user B, the call will be transferred to user A or B can process it directly.
Automatic Operator	System can receive the number input by caller via analogue voice, so the call can be put through to the desired extension. Incoming call can be forwarded to one or more Centrex group by automatic operator; moreover, video call and data call (audio media included) also can be forwarded to the destination.
OIP for Outgoing Group Call	The caller number can be configured as “Full number”, “Operator number” or “Operator number + extension number”. The default format is “Full number”.
Originating Identification Presentation	Same as OIP in Supplementary Services.
Terminating Identification Presentation	Same as TIP in Supplementary Services.
OIR	Same as OIR in Supplementary Services.
TIR	Same as TIR in Supplementary Services.
Do not Disturb	Same as DND in Supplementary Services.
IP Centrex Service Override Setting	Same as override setting in Supplementary Services.
Call Barred	Same as CB in Supplementary Services.
Malicious Call Identification	Same as MCID in Supplementary Services.
IP Centrex Restrict Destination Code	Same as it in Supplementary Services.
IP Centrex Connect Specific Destination Code	Same as it in Supplementary Services.
Not Available for Incoming Call	Same as it in Supplementary Services.
Not Available for Outgoing Call	Same as it in Supplementary Services.
Group Black/White List	When group black or white list is configured, all the users within the group are prohibited to dial the number in the black list, or they can only dial the number in the white list.
IP Centrex Anonymous Call Rejection(ACR)	Same as it in Supplementary Services.
Call Forward when Busy	Same as CDIV in Supplementary Services.
Call Forward Unconditional	Same as CDIV in Supplementary Services.
Call Forward when no reply	Same as CDIV in Supplementary Services.
Call Forward when unreachable	Same as CDIV in Supplementary Services.

Call Forward when not available	Same as CDIV in Supplementary Services.
Call Waiting	Same as CW in Supplementary Services.
Call Holding	Same as CH in Supplementary Services.
Call Transfer	Same as CT in Supplementary Services.
N-Party	Same as N-Party in Supplementary Services.
Abbreviation dialing	Same as Abbreviation dialing in Supplementary Services.
ONLY	Same as ONLY in Supplementary Services.
Differential Ringing	User can tell it's a inter-group call or intra-group call.

## 11 - System Capacity Requirement

For all components included in the bidder proposed solution, capacity figures in conjunction with a documented and annexed call profile shall be stated.

Bidders shall not decrease the overall capacity of the system by greater than 10% for any increase in functionality with a new software or hardware load

The bidder shall warrant their network elements against their stated capacity limits declared their product specifications and agreed call profile / capacity figures.

The bidder shall confirm that at least minimum 2 years from launch of service no mandatory hardware upgrade is necessary for any of the delivered platforms.

The bidder shall describe how the system's hardware capacity is limited. This shall cover at least all interfaces, system elements/platform components and databases.

The bidder shall describe the load balancing concepts of the offered platform(s) and applications.

## 12- Availability

The service availability for the offered MSAN function shall be at least 99.999%.

The bidder shall clearly describe the "Scope of Supply" (listing all components and configuration options) that offers platform availability of 99.999%.

There shall be no single point of failures in the offered system.

## 13 - Reliability

To ensure high reliability, the bidder's MSAN has (to be) been optimized in the following aspects:

## 14 - Inter-operate-ability:

The Bidder shall elaborate on the compatibility of his products with other manufacturers' products; list the present manufacturers that have passed the test and the detailed implementation & connection schemes.

The compatibility includes the interworking between the service control equipment and between the service control equipment and the gateway. The Bidder shall also describe the protocols implementing the interworking.

The Bidder shall point out whether his service control equipment can control the access equipment of other manufacturers. If it can, give the manufacturer names and application instances, and specify the influence on service provisioning in this case. The Bidder shall provide the access equipment application instances (including contact information) of at

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least 3 manufacturers. AFTEL can make verification by calls or visits if considered necessary.

The Bidder shall give a solution to the interworking between his access equipment and the service control equipment of the third party.

## **15 - Network Interoperate-ability**

The proposed System shall be capable of interworking with other telecommunication networks as follows:

To PSTN/NGN/PLMN, which is using standard ISUP protocol

To VoIP network by using I-SBC.

To Existing Intelligent network (IN) using standard IMS SIP protocol

## **16 - Other Requirements**

### **16 – 1 - Environmental Condition**

The equipment will be located in an air-conditioned building. However, the Bidder shall take into consideration the climate of the place where the equipment is to be installed. The equipment shall be capable of meeting all the performance requires without degradation in the following conditions:

### **16 – 2 -Temperature and Humidity:**

Normal Conditions with ambient temperature of 5°C ~ + 40°C at a relative humidity of 30% ~85%.

Abnormal Conditions for periods of up to 6 hours with ambient temperature of + 50°C at a relative humidity of 90%.

Storage of any component or item of installation within the environmental range of 0°C ~ + 70°C temperature at 10% to 95% relative humidity shall not affect the normal functioning of the equipment.

Dust and powder content do not exceed 50 micrograms per cubic meter and a maximum permitted particle size of 10 microns with 90% not exceeding 4 microns.

### **16 – 3 - Heat Dissipation and Power Consumption:**

Bidder shall specify the heat dissipation and power consumption figures for all equipment of their system.

The office equipment of the Bidder shall be designed against 8.0 (MM table) earthquakes.

The equipment shall be free of damage when inflicted with earthquakes no greater than 8.0.

## **17 - Power Supply**

The bidder should include is their Offers new power supply system for all the sites, at least 50 % more capacity of the equipment load of each site.

The bidder should include is their Offers battery backup of 8 hours for each site.

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The working ground and the protection ground for the office equipment shall be separated. The Bidder shall provide the description to the power supply and grounding mode of the equipment.

Over voltage, over current, electromagnetic interference resistance shall comply with the technical telephony equipment specifications of the ICT Industry standards.

Office equipments shall working under -43vDC ~ -54vDC.

Remote equipment shall adopt 220V  $\pm$  20%, 50Hz  $\pm$  5% Hz AC power, and mark the equipment and the model requiring 220V AC power.

The subscriber terminal shall adopt 220V  $\pm$  20%, 50Hz  $\pm$  5%Hz AC power.

The Bidder shall provide information of all equipment on power supply mode, power consumption, heat dissipation and DC voltage dips and grounding resistance in his recommendation.

## **18 - Factory Inspection:**

The bidder shall provide factory inspection to purchaser's technical team of three people. The Bidder shall provide information of all equipment during factory inspection, (with the expenses and responsibility of bidder)

## **19 - Inspection and reporting:**

The bidder should give regular reports of the progress in the project based on PIP during the project implementation period. Starting by kick off meeting till swap of the existing system. The Contractor and purchaser project teams shall monitor progress of all the activities and give a progress report to the Project Manager every week.

The progress report shall be in a form acceptable to the Project Manager and shall indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken.

If at any time the Contractor's actual progress falls behind the program or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Employer or the Project Manager, prepare and submit to the Project Manager a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion under any extension. The Contractor may execute the Contract in accordance with its own standard project execution plans and procedures to the extent that they do not conflict with the provisions contained in the Contract.

## **20- SoC (statement of compliance):**

Provider has to provide a SoC attached to their Offers and mention their compliance statement for each and every item in the scope, technical as well as financial or any other item requested. Compliance statement has to be based on actual base. Any false or untrue statement for any item due to any reason will be treated seriously and will be considered as a failure point for supplier and even can be resulted to disqualification of supplier.

## 21 - Training

The bidder shall include training abroad for 5 persons for 15 working days and local training course to be offered to 10 persons, for 15 working days duration.

The training shall cover the following:

Installation and commissioning aspects of the offered system

Operation and Maintenance aspects of the offered equipment and their associated Network Management System (NMS/EMS).

Administrative function level training for the offered NMS system. Local Training shall start after PAC following the Basic Training abroad. Bidder shall submit detailed costs, trainees daily allowance, air tickets, visas, training tuition, syllabus and all other charges/fees of abroad training as well as duration of the training courses considering the five working days per week and office hours of 09:00 hours to 17:00 hours of Employer.

The instructors shall be conversant with systems and equipment design concepts, network planning and management, construction and testing and be able to communicate in English. The Bidder shall provide Notes and diagrams appropriate to the training program and training Setup not later than two weeks before the start of the course.

The Bidder shall provide documents detailing instructor’s qualifications and experience for approval by Employer.

The contract shall not be considered complete for the purpose of acceptance until such training requirements as called for have been provided.

## 22 - Project Sites

Province	Installation Location for PSTN Swap to MSAN and Remotes
Kundoz	MSAN at AFTEL central site at Kundoz city
Nangarhar/Jalalabad	MSAN at AFTEL central site at Jalalabad city

Note: CvBS is located at PTT building her at Kabul which has already been connected to IMS for billing, provisioning and other related services. Above mentioned two MSAN sites also has to be connected to IMS core here at Kabul and both pre- paid and postpaid charging services to be taken care by existing CvBS.

Below is time table of replacement of PSTN switches of Kundoz and Jalalabad to IMS/ MSAN After the delivery of equipment at sites **Provider** has to give a detailed PIP of whole project and mentioned all the stages in details from signing of the contract till end of the project.

### 23- Time Table:

of project of replacement of PSTN switches of Kundoz and Jalalabad to IMS/ MSAN After the delivery of equipment at sites. the provider has to give detail PIP for the project, cover whole project starting from signing of the contract till FAC.

Activity	Unpacking	HW Installation	Soft ware Conf	Integration	Test	Swap	Remark
<b>Duration</b>	10 Days	One Month	One Month	One Month	10 Days	One day	

**25-Payment Terms:**

1. AFTEL will give 10% of total contract value in advance against the bank guarantee from a reputable bank for same amount.
2. 40% of total contract value will be paid to the supplier once AFTEL received all equipment to the AFTEL warehouse (Specified in SCC).
3. 20% of total contract value will be paid to the supplier when the installation of equipment or new system is completed.
4. 20% of total contract value will be paid to the supplier after signing a PAC, Primary Acceptance Certificate with AFTEL team.
5. 10% of total contract value will be paid to the supplier after signing a FAC, Final Acceptance Certificate with AFTEL team.

**26. Liquidated damages/Penalty on lack of performance**

If the contractor could not finish the project by six months, 0.1% of total contract price will be deducted as penalty on each delayed day.

**27- Price schedule**

The following pricing applies to this Offer:

Item #	Description of items	Total price USD (DDP to the site)	Remarks
1	Total equipment prices as per scope of work, KNDZ- MSAN		
2	Total Software prices as per scope of work, KNDZ- MSAN		
3	Total equipment prices as per scope of work, JALABD MSAN		
4	Total Software prices as per scope of work, JALABD MSAN		
5	Local training of system for 10 persons of employer for 15 working days		
6	Training abroad of system for 5 persons of employer for 15 working days		
7	Project service, installation, commissioning, test & integration on site.		
<b>Total Offer Value in USD</b>			

**27- Price schedule**

The following pricing applies to this Offer:

<b>Item #</b>	<b>Description of items</b>	<b>Total price USD (DDP to the site)</b>	<b>Remarks</b>
1	Total equipment prices as per scope of work, KNDZ- MSAN		
2	Total Software prices as per scope of work, KNDZ- MSAN		
3	Total equipment prices as per scope of work, JALABD MSAN		
4	Total Software prices as per scope of work, JALABD MSAN		
5	Training of system for 5 persons of AFTEL		
6	Project service, installation, commissioning, test & integration on site.		
7	Maintenance Cost of the System		
<b>Total Offer Value in USD</b>			



**4. TECHNICAL DRAWINGS: NOT APPLICABLE**

These Bidding Documents includes *[Insert "THE FOLLOWING" or "NO"]* drawings.

*[If documents shall be included, insert also the List of Drawings.]*

List of Drawings		
Drawing No.	Drawing Name	Purpose

**5. INSPECTIONS AND TESTS**

**THE FOLLOWING TESTS AND EXAMINATIONS ARE CARRIED OUT:**

The inspections and tests shall be done as per Technical Specification; and

- Inspections for shipping damages
- Inspection for manufacturer's defects
- Operational Testing
- Any other test to assure for soundness of goods.

**PART III      CONTRACT**

SECTION 6	GENERAL CONDITIONS OF CONTRACT (GCC)
SECTION 7	SPECIAL CONDITIONS OF CONTRACT (SCC)
SECTION 8	CONTRACT FORMS

**SECTION 6 GENERAL CONDITIONS OF CONTRACT**

1. Definitions
- 1.1 The following words and expressions shall have the meaning hereby assigned to them:
- (a) “GOVERNMENT” means the Government of the Islamic Republic of Afghanistan.
  - (b) “CONTRACT” means the Contract Agreement entered into between the Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - (c) “CONTRACT DOCUMENTS” means the documents listed in the Contract Agreement, including any amendments thereto.
  - (d) “CONTRACT PRICE” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
  - (e) “DAY” means calendar day.
  - (f) “COMPLETION” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
  - (g) “GCC” means the General Conditions of Contract.
  - (h) “GOODS” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Entity under the Contract.
  - (i) “ENTITY” means the entity purchasing the Goods and Related Services, as **specified in the SCC**.
  - (j) “RELATED SERVICES” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
  - (k) “SCC” means the Special Conditions of Contract.
  - (l) “SUBCONTRACTOR” means any natural person, private or government entity, or a combination of the above, to which any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
  - (m) “SUPPLIER” means the natural person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Entity and is named as such in

the Contract Agreement.

- (n) “THE PROJECT SITE”, where applicable, means the place **named in the SCC**.

2. Contract Documents 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complimentary and mutually explanatory. The Contract agreement shall be read as a whole.
3. Fraud and Corruption 3.1 If the Entity determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Entity may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.
- (a) For the purposes of this Sub-Clause:
- (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 actor omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a 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 “OBSTRUCTIVE PRACTICE” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government 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 acts intended to materially impede the exercise of the Government’s inspection and audit rights.
- 3.2 Should any employee of the Supplier or the Entity be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be

removed and is liable to prosecution. As well as payment of penalties and compensation. Procurement Officials are also liable to administrative sanctions.

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

4.2 *Incoterms*

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

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

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Non-waiver

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

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

4.6 Severability

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

conditions of the Contract.

5. Language
- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language **specified in the SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
6. Joint Venture
- 6.1 If the Supplier is a joint venture (JV), a consortium, or association, all of the parties shall be jointly and severally liable to the Entity for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the JV, consortium, or association. The composition or the constitution of the JV, consortium, or association shall not be altered without the prior consent of the Purchaser.
7. Eligibility
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Government shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
8. Notices
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address **specified in the SCC**. The term “IN WRITING” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
9. Governing Law
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Islamic Republic of Afghanistan.

10. Settlement of Disputes
- 10.1 The Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Entity shall pay the Supplier any monies due the Supplier.
11. Inspections and Audit by the Government
- 11.1 The Supplier shall permit the Government and/or persons appointed by the Government to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Government if required by the Government. The Supplier's attention is drawn to Clause 3, which provides, *inter alia*, that acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines).
12. Scope of Supply
- 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
13. Delivery and Documents
- 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are **specified in the SCC.**
14. Supplier's Responsibilities
- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
15. Contract Price
- 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments **authorized in the SCC.**
16. Terms of
- 16.1 The Contract Price, including any Advance Payments, if applicable, shall



- Payment be paid as **specified in the SCC**.
- 16.2 The Supplier’s request for payment shall be made to the Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Entity, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, Clause 39 of Procurement Law is applicable.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be Afghani unless otherwise those currencies which stated in BDS.
- 16.5 In the event that the Entity fails to pay the Supplier any payment by its due date or within the period **set forth in the SCC**, the Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate **shown in the SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
17. Taxes and Duties
- 17.1 For goods manufactured outside the Islamic Republic of Afghanistan, the Supplier shall be entirely responsible for all taxes, including Business Receipt Tax, stamp duties, license fees, and other such levies imposed outside the Islamic Republic of Afghanistan.
- 17.2 For goods Manufactured within the Islamic Republic of Afghanistan, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Islamic Republic of Afghanistan, the Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
18. Performance Security
- 18.1 As **specified in the SCC**, the Supplier shall furnish contract performance security in the amount **specified in the SCC**. Within ten (10) days of the notification of award.
- 18.2 The proceeds of the Performance Security shall be payable to the Entity as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract
- 18.3 As **specified in the SCC**, the Performance Security, if required, shall be denominated in the currency (ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of

the format **stipulated by the Entity in the SCC**, or in another format acceptable to the Purchaser.

- 18.4 The Performance Security shall be discharged by the Entity and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless **specified otherwise in the SCC**.
19. Copyright 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
20. Confidential Information 20.1 The Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Entity for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) the Entity or Supplier need to share with the Government or other institutions participating in the financing of the Contract;
  - (b) now or hereafter enters the public domain through no fault of that party;
  - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - (d) Otherwise lawfully becomes available to that party from a third

party that has no obligation of confidentiality.

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

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

21. Subcontracting

21.1 The Supplier shall notify the Entity in writing of all subcontracts awarded under the Contract if not already specified in the Bid. The subcontracts should not alter the bid in any material way. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

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

21.3 If any subcontracting valuing up to 20% of the performance of the contract granted without written consent of the procuring entity, or subcontracting exceeds 20% of the original contract value or the contract is granted as a whole to the subcontractor, the provision of this law as well as the procurement contract signed between the parties involved shall be breached and considered as violation resulting in forfeiture of the performance security and termination of the contract whereby the contractor shall be subject to prosecution under the Law.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section 5 Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin

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

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

23. Packing and Documents
- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in the SCC**, and in any other instructions ordered by the Purchaser.
24. Insurance
- 24.1 Unless otherwise **specified in the SCC**, the Goods supplied under the Contract shall be fully insured -in a freely convertible currency from an eligible country- against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable *Incoterms* or in the manner **specified in the SCC**.
25. Transportation
- 25.1 Unless otherwise **specified in the SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified *Incoterms*.
26. Inspections and Tests
- 26.1 The Supplier shall at its own expense and at no cost to the Entity carry out all such tests and/or inspections of the Goods and Related Services as are **specified in the SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Islamic Republic of Afghanistan as **specified in the SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Entity or its designated representative shall be entitled to attend the tests and/ or inspections referred to in GCC Sub-Clause 26.2, provided that the Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or

manufacturer any necessary permission or consent to enable the Entity or its designated representative to attend the test and/or inspection.

- 26.5 The Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Entity with a report of the results of any such test and/or inspection.
- 26.7 The Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.
27. Penalty
- 27.1 If the Supplier fails to deliver any or all of the Goods and/or perform the related Services within the period specified in the Contract, pursuant to article [39] of the law and rule [108] of the Rules of Procedure, the entity deducts penalties from the Contract Price. When the total percentage of delay penalty reach [10%] of the contract value, the contract would be terminated pursuant to GCC Clause 35.
28. Warranty
- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

- 28.3 Unless otherwise **specified in the SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination **indicated in the SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period **specified in the SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period **specified in the SCC**, the Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Entity may have against the Supplier under the Contract.
29. Patent Indemnity
- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
  - (b) the sale in any country of the products produced by the Goods
- Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.
- 29.2 If any proceedings are brought or any claim is made against the Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings

or claim and any negotiations for the settlement of any such proceedings or claim.

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

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

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

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct:

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the entity with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order, circular or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Islamic Republic of Afghanistan where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price,

then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

32. *Force Majeure*

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of *Force Majeure*.

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

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

33. Change Orders and Contract Amendments

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

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

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

33.3 Prices to be charged by the Supplier for any Related Services that might



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

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

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

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

35. Contract Termination 35.1 Termination due to the contractual violation

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

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

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

(iii) if the Supplier, in the judgment of the Entity has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

- (a) The Entity may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Entity.
- (b) Unilateral termination by Entity the Entity, by notice sent to the Supplier may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (c) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Entity at the Contract terms and prices. For the remaining Goods, the Entity may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/ or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

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

37. Export  
Restriction      37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Entity, to the Islamic Republic of Afghanistan, or to the use of the products/ goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/ goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Entity and of the Government that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/ goods, systems or services under the terms of the Contract. .

**SECTION 7 SPECIAL CONDITIONS OF CONTRACT**

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

<i>[Instructions for completing the SCC are provided, as needed, in the notes in italics mentioned for the relevant GCC clauses. The Entity shall select insert the appropriate wording using the samples below or other acceptable wording, and DELETE THE TEXT IN ITALICS.]</i>	
<b>GCC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the GCC</b>
<b>GCC 1.1 (i)</b>	The Entity is: { <b>Afghan Telecom Corporation-Ministry of Communications and IT</b> }
<b>GCC 1.1 (f)</b>	<b>Completion date: Seven (7) months after signing of the Contract</b>
<b>GCC 1.1 (j)</b>	<b>Procurement of replacing of the old 128M CC08 System to new IMS/MSAN system at Kunduz and Nangarhar (Jalalabad) provinces MCIT-AFTEL/ICB/G-239/97</b>
<b>GCC 1.1 (n)</b>	<b>The Project Site(s)/ Final Destination(s) { Incoterms 2010 DDP basis as follows:</b> 1- DDP Office of Afghan Telecom, Kunduz Province- Afghanistan. 2- DDP Office of Afghan Telecom, Nangarhar (Jalalabad) Province- Afghanistan
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by <i>Incoterms 2010</i> ,
<b>GCC 4.2 (b)</b>	The version edition of <i>Incoterms</i> shall be: <i>[2010]</i> .
<b>GCC 5.1</b>	The language shall be: <i>English</i>

<p><b>GCC 8.1</b></p>	<p>For <b>notices</b>, the Entity's address shall be:</p> <p>Attention: <b>Sayed Eklil Sayed Zadah, Procurement Director of AFTEL</b>  <b>Ministry of Communication and Information Technology</b>  <b>Afghan Telecommunication Corporation (AFTEL)</b>  <b>Procurement Directorate, Muhammad Jan Khan Watt, Post</b>  <b>Parcel Building, 4<sup>th</sup> Floor, Conference Hall.</b>  <b>E-mail: <a href="mailto:sayed.eklil@afghantelecom.af">sayed.eklil@afghantelecom.af</a></b>  <b>Telephone: +93 (0) 749416655</b></p>
<p><b>GCC 10.2</b></p>	<p>The Rules of Procedure for Arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p><i>“Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in the case of a Contract with a national of the Islamic Republic of Afghanistan.”]</i></p> <p><b>(a) Contract with FOREIGN Supplier:</b></p> <p><b><i>[If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:]</i></b></p> <p><b>GCC 10.2 (a)</b> All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p><b>(b) Contracts with Supplier NATIONAL of the Islamic Republic of Afghanistan:</b></p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Islamic Republic of Afghanistan, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Afghanistan.</p>
<p><b>GCC 13.1</b></p>	<p>Details of Shipping and other Documents to be furnished by the Supplier are: [</p> <ul style="list-style-type: none"> <li>(i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii) Delivery receipt certificate after Custom documents,</li> <li>(iii) Supplier's warranty certificate;</li> <li>(iv) inspection certificate issued by the nominated inspection agency and</li> <li>(v) Certificate of origin.</li> </ul> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>

<p><b>GCC 15.1</b></p>	<p>The prices charged for the Goods supplied and the related Services performed [ "SHALL NOT," ] be adjustable.</p>
<p><b>GCC 16.1</b></p>	<p>GCC 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>(iii) Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in [US Dollars] in the following manner:</p> <p>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid after signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Entity.</p> <p>(ii) <b>On Shipment:</b> Forty (40) percent of the Contract Price of the project shipped to the Final destination shall be paid after issued certified Goods received Note (GRN) documents.</p> <p><b>(iv) Installation and Commissioning:</b> Twenty (20) Percent of the total contract value will be paid to the supplier when the installation of equipment or new system is completed.</p> <p><b>(v) Twenty (20) Percent</b> of the total contract value will be paid to the supplier after signing a PAC, Primary Acceptance Certificate with AFTEL team.</p> <p>(vi) <b>Ten (10) percent</b> of the contract value will be paid to the supplier after signing a FAC, Final Acceptance Certificate with AFTEL team.</p> <p>Payment for local Bidders shall be made in USD.</p>
<p><b>GCC 16.5</b></p>	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be [45] days.</p> <p>The interest rate that shall be applied is [0.5] percent.</p>
<p><b>GCC 18.1</b></p>	<p>A Performance Security is {Required }</p> <p>The amount of the Performance Security shall be: 7% of the Total Contract Price shall be required as performance Security.</p>
<p><b>GCC 18.3</b></p>	<p>If it is furnished from supplier's country, it shall be confirmed by any local bank in Afghanistan or a bank acceptable to the purchaser, duly providing for a back-to-back arrangement. The charges incidental towards provision of a back-to-back bank guarantee will be to the Supplier's account without any liability to the Purchaser of the said charges.</p>

	If required, the Performance Security shall be in the format of: <b>Bank Guarantee.</b>
<b>GCC 18.4</b>	Discharge of the Performance Security shall take place: <i>28 days after the Warranty and contract commitments end date.</i>
<b>GCC 23.2</b>	The packing, marking and documentation within and outside the packages shall be: <i>in the name of <b>Afghan Telecom Corporation-Ministry of Communications and IT</b></i>
<b>GCC 24.1</b>	The insurance coverage shall be as specified in the <b>Incoterms 2010/DDP basis</b>
<b>GCC 25.1</b>	Responsibility for transportation of the Goods shall be as specified in the <b>Incoterms 2010/DDP basis.</b>
<b>GCC 26.1</b>	The inspections and tests shall be: <ul style="list-style-type: none"> <li>• Inspections for shipping damages.</li> <li>• Inspection for manufacturer's defects.</li> <li>• Operational Testing. And</li> <li>• Any other test to assure the soundness of goods supplied.</li> </ul>
<b>GCC 26.2</b>	The Inspections and tests shall be conducted at: <i>DDP, to Final destination as below:</i> <b>1- DDP Office of Afghan Telecom, Kunduz Province</b> <b>2- DDP Office of Afghan Telecom, Nangarhar (Jalalabad) Province</b>
<b>GCC 27.1</b>	The liquidated damage shall be: <b>[0.5% (zero point five) percent]</b> per week. <i>The Maximum amount of liquidation damage is 10% of the total contract value.</i>
<b>GCC 28.3</b>	The period of validity of the Warranty shall be: <b>one Year.</b>  For purposes of the Warranty, the place(s) of final destination(s) shall be: <b>1- DDP Office of Afghan Telecom, Kunduz Province- Afghanistan.</b> <b>2- DDP Office of Afghan Telecom, Nangarhar (Jalalabad) Province- Afghanistan.</b>
<b>GCC 28.5</b>	The period for repair or replacement shall be: <b>30 days.</b>

## **SECTION 8    CONTRACT FORMS**

### **Contract Forms**

- |          |                                    |
|----------|------------------------------------|
| SDB/G/11 | Notification of Award              |
| SDB/G/12 | Contract Agreement                 |
| SDB/G/13 | Performance Security               |
| SDB/G/14 | Bank Guarantee for Advance Payment |

**OFFER ACCEPTANCE LETTER<sup>2</sup>**

**FORM SDB/G/11**

Contract No: \_\_\_\_\_ Date: \_\_\_\_\_  
Entity Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Winning bidder name and License number: \_\_\_\_\_  
To: \_\_\_\_\_

This Offer Acceptance Letter is issued in accordance to article 23 and rule 85 procurement procedure to notify you that your Bid dated *[Insert date, as day, month, year]* for the supply of goods and related services for *[Insert the name of project or contract]* for the Contract Price of *[Insert the amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Bidders (ITB) is hereby accepted by *[Insert the name of the Procuring Entity]*.

You are requested to according with above procurement law and procedure articles and clause 28 of law and rule 78 of procurement procedure within ten (10) calendar days, affecting the issues date of this letter, submitting the contract performance security which is stated in bidding documents and indicated below, to the Entity. Otherwise in accordance to clause 29 of procurement law, your bid security shall not be refunded. More information is stated in below form:

Procurement/Contract Identifications: {insert name and procurement/contract description }
Bidding No.: {insert bidding/contract number }
Total Contract Price: {insert total contract price in figure and liter }
Tip of Contract Performance Security: {insert tip of contract performance security which is stated in bid }
Amount of Contract Performance Security: {insert amount contract performance security in figure and litter }
Contract Signing Date: {inset date and time }

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<sup>2</sup> In accordance to rule 85 of procurement procedure, Entity Shall submit Offer Acceptance Letter to the winner after expiration date of notification of award or inquiry bidders petition, if contract award is under Entity authority threshold, while contract award is in NPC threshold. The Offer Acceptance Letter is After NPC’s approval sanded to winning bidder.



Place of Signing Contract: {insert the contract signing location }

We attach the Draft Contract Agreement and Contract Documents for you more information and perusal with this notification.

**CONTRACT AGREEMENT**

**FORM SDB/G/ 12**

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

THIS CONTRACT AGREEMENT is made the *[Insert the number]* day of *[Insert the month]*, *[Insert the year]*.

BETWEEN

- (1) *[Insert the complete name of the Entity]* of the Government of Afghanistan , hereinafter called “THE ENTITY”, and
- (2) *[Insert name of the Supplier]*, a corporation incorporated under the laws of *[Insert the country of Supplier]* and having its principal place of business at *[Insert the address of the Supplier]*, hereinafter called “THE SUPPLIER”.

WHEREAS the Entity invited Bids for certain Goods and ancillary services, viz., *[Insert a brief description of the Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[Insert the Contract Price in words and figures, expressed in the Contract currency(ies)]*, hereinafter called “THE CONTRACT PRICE”.

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Entity and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract (SCC)
  - (c) General Conditions of Contract (GCC)
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier’s Bid and original Price Schedules
  - (f) The Purchaser’s Notification of Award
  - (g) *[Add here any other document(s)]*
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or

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MCIT-AFTEL/ICB/G-239/97

such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

Signed: *[Insert the authorized authority signature]*

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

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

For and on behalf of the Supplier

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

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

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

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**PERFORMANCE SECURITY**

**FORM SDB/G/13**

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

Date: *[Insert the date (as day/month/year) of Bid Submission]*

IFB No. and Title: *[Insert the number and title of bidding process]*

Bank's Branch or Office: *[Insert complete name of Guarantor]*

**BENEFICIARY:** *[Insert the complete name of the Purchaser]*

**PERFORMANCE GUARANTEE NO.:** *[Insert Performance Guarantee number]*

We have been informed that *[Insert complete name of Supplier]*, hereinafter called "THE SUPPLIER" has entered into Contract No. *[Insert the contract number]* dated *[Insert day, month and year]* with you, for the supply of *[Insert a brief description of Goods and Related Services]*, hereinafter called "THE CONTRACT".

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[Insert amount(s) in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, neither you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[Insert a number]* day of *[Insert month]* *[Insert year]*, and any demand for payment under it must be received by us at this office on or before that date.

*[Insert the signatures, names and designation of authorized representatives of the bank and the Supplier]*

*[Corporate seal]*

**BANK GUARANTEE FOR ADVANCE PAYMENT**

**FORM SDB/G/14**

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

Date: *[Insert the date (as day/month/year) of Bid Submission]*

IFB No. and Title: *[Insert the number and title of bidding process]*

*[Use the bank's letterhead]*

**BENEFICIARY:** *[Insert the complete name of the Purchaser]*

**ADVANCE PAYMENT GUARANTEE NO.:** *[Insert Advance Payment Guarantee number]*

We, *[Insert Legal Name and Address of Bank]*, have been informed that *[Insert the complete Name and Address of the Supplier]*, hereinafter called "THE SUPPLIER", has entered into Contract No. *[Insert the contract number]* dated *[Insert the date of the Agreement, as day, month, year]* with you, for the supply of *[Insert types of Goods to be delivered]*, hereinafter called "THE CONTRACT".

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[Insert the amount(s) in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[Insert the number and domicile of the account]*.

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[Insert a date]*.

*[Insert the signature(s) of authorized representative(s) of the bank.]*