



**Islamic Republic of Afghanistan  
Ministry of Communication and Information  
Technology**

**International Competitive Bidding (ICB)**

**Standard Bidding Documents for Procurement of  
Goods**

**Procurement and Installation of Hardware for National Internet  
Exchange of Afghanistan (NIXA) 2**

**Entity Add:** MCIT, Mohammad Jan Khan Watt, District 2, Kabul, Afghanistan

**RFE No.:** MCIT/98/ICB/G-19

**No of Lots:** Not Applicable

**Budget:** 340103

**Issued on:** January 2019

## 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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## ACRONYMS

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

A. GENERAL	
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 to influence improperly the actions of a party;</li> </ul>

	<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 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</p>

	<p>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>
<p>7. Clarification of Bidding Documents</p>	<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>
<p>8. Amendment of Bidding Documents</p>	<p>8.1 (3) Days prior to the deadline for submission of Bids, the Entity may amend the Bidding Documents by issuing addendum.</p>
	<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>
<p><b>C. PREPARATION OF BIDS</b></p>	
<p>9. Cost of Bidding</p>	<p>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.</p>
<p>10. Language of Bid</p>	<p>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.</p>
<p>11. Documents Comprising the Bid</p>	<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>
<p>12. Bid Submission Form and Price Schedules</p>	<p>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 person, this form must be completed without any alterations to its format. If not the bidder disqualified.</p> <p>12.2 The Bidder shall submit the Price Schedules for Goods and Related</p>

	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 Bid	15.1 The Bidder shall quote in the currency of the Islamic Republic of Afghanistan the portion of the Bid price that corresponds to expenditures incurred in the currency of the Islamic Republic of Afghanistan, unless otherwise <b>specified in the BDS</b> .
16. Documents	16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders

<p>Establishing the Eligibility of the Bidder</p>	<p>shall complete the Bid Submission Form, included in <b>Section 4 Bidding Forms</b>. If not submitted or submitted incomplete the bidder disqualified</p>
<p>17. Documents Establishing the Eligibility of the Goods and Related Services</p>	<p>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>.</p>
<p>18. Documents Establishing the Conformity of the Goods and Related Services</p>	<p>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>.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<p>19. Documents Establishing the Qualifications of the Bidder</p>	<p>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:</p> <p>(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 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</p>

	<p>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 request.</p>
<p>21. Bid Security</p>	<p>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.</p> <p>21.2 The Bid Security shall be in the amount <b>specified in the BDS</b> and</p>

	<p>denominated in the currency of the Islamic Republic of Afghanistan or a freely convertible currency, and shall:</p> <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>
	<p>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.</p>
	<p>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.</p>
	<p>21.5 The Bid Security may be forfeited or the Bid-Securing Declaration executed:</p> <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> <li>(d) if successful bidder unfurnished a Performance Security in accordance with bidding documents .</li> <li>(e) if the bidder debarred regarding any violation in this bidding.</li> </ul>
	<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</p>

	<p>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 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 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>
<p>27. Bid Opening</p>	<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>	
<p>28. Confidentiality</p>	<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 award decisions may result in the rejection of its Bid.</p>
	<p>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.</p>



<p>29. Preliminary evaluation</p>	<p>29.1 The Entity shall conduct preliminary evaluation for determine of 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>
<p>30. Clarification of Bids</p>	<p>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.</p>
<p>31. Responsiveness of Bids</p>	<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-</p>	<p>32.1 Provided that a Bid is substantially responsive, the Entity may waive</p>

<p>conformities, Errors, and Omissions</p>	<p>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 been met without any variation and exceptions.</p>
<p>34. Conversion to Single Currency</p>	<p>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>.</p>
<p>35. Domestic</p>	<p>35.1 Domestic preference applies in pursuant to rule 4 of procurement</p>

Preference	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.
	<p>36.2 To evaluate a Bid, the Entity shall consider the following:</p> <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>
	<p>36.3 The Entity’s evaluation of a Bid will exclude and not take into account:</p> <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 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).
	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>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>
37. Comparison of Bids	<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>
38. Post-qualification of the Bidder	<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	<p>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.</p>
<b>F. AWARD OF CONTRACT</b>	
40. Award Criteria	<p>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.</p>

<p>41. Entity’s Right to Vary Quantities at Time of Award</p>	<p>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.</p>
<p>42. Contract Award</p>	<p>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.</p>
<p>43. Signing of Contract</p>	<p>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.</p>
<p>44. Performance Security</p>	<p>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>.</p> <p>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.</p>
<p>45. Advising Unsuccessful Bidders</p>	<p>45.1 Upon the successful Bidder furnishing Performance Security pursuant to ITB Clause 44, and signing the Contract pursuant to ITB Sub-Clause 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>
<p>46. Bidder’s Right to Complain</p>	<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

ITB Clause	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
<b>A. GENERAL</b>	
ITB 1.1	<p>The Entity is: <b>Ministry of Communication and Information Technology (MCIT)</b></p> <p>The Name and identification of this Tender Process: <b>Procurement and Installation of Hardware for National Internet Exchange of Afghanistan (NIXA) 2</b></p> <p><b>Ref No. MCIT/98/ICB/G-19</b></p>
ITB 4.1	Bidders from the following countries are not eligible: <b>Not Applicable</b>
ITB 4.3	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>
ITB 5.1	Goods and Related Services from the following countries are not eligible: <b>Not Applicable</b>
<b>B. CONTENTS OF BIDDING DOCUMENTS</b>	
ITB 6.3	The following are authorized agents of the Entity for the purpose of providing the Bidding Documents: <b>NONE</b>
ITB 7.1	<p>For <u>clarification of Bid purposes only</u>, the Entity's address is:</p> <p>Attention: Ghulam Hussain Adil And Sher Afzal Yousifzai</p> <p>Address: Procurement Department, 14<sup>th</sup> Floor, Ministry of Communication and IT</p> <p>City: <b>Kabul</b></p> <p>Telephone: 0093 (0) 744 02 80 89 , 0093 (0) 707 86 66 18</p> <p>Email: <a href="mailto:Ghulam.1996@gmail.com">Ghulam.1996@gmail.com</a> , <a href="mailto:sherafzal.yousifzai@mcit.gov.af">sherafzal.yousifzai@mcit.gov.af</a></p> <p>CC: <a href="mailto:Moh.seddiqi@gmail.com">Moh.seddiqi@gmail.com</a> ,</p>
ITB 7.2	<p>The Pre-Bidding meeting shall be held at:</p> <p>Address: <i>[Mohammad Jan Khan Watt, 14<sup>th</sup> Floor, Room #909, Head of Procurement, Ministry of Communication and Information Technology]</i></p> <p>City: <i>[Kabul]</i></p> <p>Country: <b>Afghanistan</b></p> <p>Telephone: <i>[+93 (0) 202101201 / +93 (0) 744 02 80 89]</i></p> <p>Date and Time: <i>[February 03, 2019 at 10:00 AM]</i></p>

<b>C. PREPARATION OF BIDS</b>	
<b>ITB 10.1</b>	The language of the Bid is: <i>English</i>
<b>ITB 11.1(h)</b>	The Bidder shall submit with its Bid the following additional documents: { <b>Updated Business License, all filled, Signed &amp; stamped forms stated in Section 4 (Bidding Forms) of this bid document, Catalogue/Brochure of the equipment offered with detailed Technical literature/specifications, Bid Security (SBD/G/08), Bid Signatory Authority, the updated tax clearance document for latest financial period before this bid opening session, JV Agreement (In case of two or more companies, Copies of Contracts for completed Same nature experiences, Copies of Completed contracts in last 5 years, written evidences for Financial ability and other required information}</b> }
<b>ITB 13.1</b>	Alternative Bids <b>shall not be</b> permitted.
<b>ITB 14.5</b>	The <i>Incoterms</i> edition is: <b>2010 (DDP)</b>
<b>ITB 14.6 (a)</b>	Place of Destination: <b>Ministry of Communication and Information Technology, Kabul, Afghanistan</b>
<b>ITB 14.5</b>	Final Destination: <b>Warehouse of Ministry of Communication and IT, Mohammad Jan Khan Watt, Kabul</b>
<b>ITB 14.6</b>	The prices quoted by the bidder <b>SHALL NOT</b> be adjustable
<b>ITB 15.1</b>	The Bidder <b>is allowed to</b> quote in the currency of the Islamic Republic of Afghanistan the portion of the Bid price that corresponds to expenditures incurred in that currency.  The Bidder shall quote in the currency convertible to: <b>United Stated Dolor (USD)</b>
<b>ITB 18.3</b>	Period of time the Goods are expected to be functioning: <b>3 Years</b>
<b>ITB 19.1 (a)</b>	Manufacturer's authorization is: <b>Required</b>
<b>ITB 19.1 (b)</b>	After sales service is: <b>Required</b>
<b>ITB 20.1</b>	The Bid validity period shall be <b>120</b> days after the deadline for bid submission.
<b>ITB 21.1</b>	<b>Bid security is required.</b>  Bid shall include a Bid security issued by bank included in <b>Section 4 Bidding Forms.</b>

<b>ITB 21.2</b>	<p>The amount of the Bid Security shall be <i>{ \$ 7,000 Seven Thousand USD }</i>.</p> <p>Bid security, to be submitted only in the form of a Bank Guarantee and shall remain valid for a period of 28 days beyond the validity period of the bids i.e. (148) days from bid submission deadline.</p> <p>Note: The bid security shall be submitted in original form. Photo copies/Scanned copies will not be accepted;</p> <p>Note: Bid Security in the form of a bank guarantee, shall be issued either (a) by a Bank located in Afghanistan, or (b) reputed foreign bank and in case, the Bank guarantee is issued by a Bank situated outside Afghanistan then it must have correspondent financial institutions in Afghanistan for verification and confirmation. The name of the correspondent Financial Bank/Institution in such cases must be declared with full address and details like phone no., e-mail address etc.</p>
<b>ITB 21.7</b>	<p>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 <b>to be decided by the Procurement Policy Department of National Procurement Authority (NPA)</b>.</p>
<b>ITB 22.1</b>	<p>In addition to the original of the Bid, <i>one (1) hard</i> copy and <i>one (1) soft</i> copy in flash memory shall be submitted.</p> <p><b>Note: Bidders MUST ensure that all copies of bids include all the pages/ document submitted in the original bid.</b></p>
<b>D. SUBMISSION AND OPENING OF BIDS</b>	
<b>ITB 23.1</b>	<p>Bidders <b>shall not</b> have the option of submitting their Bids electronically.</p>
<b>ITB 23.1 (b)</b>	<p>When Bidders have the option to submit their Bids electronically, the procedure shall be as follow: <b>Not Applicable</b></p>
<b>ITB 23.2 (c)</b>	<p>The inner and outer envelopes shall bear the following additional identification marks:</p> <p><i>Name of Project, Reference Number, Copy or Original, name and address of the bidder.</i></p>



<b>ITB 24.1</b>	<p>For <b><u>Bid submission purposes only</u></b>, the Purchaser’s address is:  Attention: <b>Ghulam Hussain Adil</b>  Address: <b>Procurement Department, 14<sup>th</sup> Floor, Ministry of Communication and IT</b>  Floor-Room number: 909  City: <b>Kabul</b>  The deadline for submission of Bids is on <i>[February 23, 2019]</i> at <i>[10:00 AM]</i>.</p>
<b>ITB 27.1</b>	<p>The Bid Opening shall take place at:  Address: 14<sup>th</sup> Floor, Ministry of Communication and IT  Floor-Room number: 909  City: <b>Kabul</b>  Date: <i>[February 23, 2019]</i>  Time: <i>[10:00 AM]</i></p> <p>If electronic bid submission is permitted in accordance with ITB sub-clause 23.1, the specific Bid opening procedures shall be: <b>Not Applicable</b></p>
<b>E. EVALUATION AND COMPARISON OF BIDS</b>	
<b>ITB 34.1</b>	<p>Bids expressed in different currencies shall be converted in Afghani (AFN): <b>Not Applicable</b></p> <p>The source of exchange rate shall be: <b>Da Afghanistan Bank</b></p> <p>The date of the exchange rate shall be: <b>Deadline date of bid submission.</b></p>
<b>ITB 35.1</b>	Domestic preference <b>SHALL</b> be applied in accordance to Rule 4 of procurement procedure.
<b>ITB 36.3 (a)</b>	<p>Evaluation will be done for quoted price for the whole project.</p> <p><b>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.</b></p> <p><b>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.</b></p>
<b>ITB 36.3 (c)</b>	(a) The adjustments shall be determined using the following criteria, from amongst those set out in Section 3 Evaluation and Qualification Criteria:

	<p>(b) Deviation in Delivery schedule: <b>No</b></p> <p>(c) Deviation in payment schedule: <b>No</b></p> <p>(d) The cost of major replacement components, mandatory spare parts, and service: <b>No</b></p> <p>(e) The availability in the Islamic Republic of Afghanistan of spare parts and after-sales services for the equipment offered in the Bid: <b>Yes</b></p> <p>(f) The projected operating and maintenance costs during the life of the equipment: <b>No</b></p> <p>(g) The performance and productivity of the equipment offered; {<b>No</b>}</p> <p>(h) {Insert any other specific criteria if applicable}</p>
<b>ITB 36.6</b>	Bidders <i>SHALL</i> quote for whole project.
<b>F. AWARD OF CONTRACT</b>	
<b>ITB 41.1</b>	<p>The maximum percentage by which quantities per item may be increased is {as per percentage mentioned in annual budget decree}</p> <p>The maximum percentage by which quantities per item may be decreased is {as per percentage mentioned in annual budget decree }</p>
<b>ITB 46.2</b>	<p>Complaints shall be submitted to:</p> <p>Attention: <b><i>Sher Afzal Yousifzai</i></b></p> <p>Address: <b><i>Mohammad Jan Khan Watt</i></b></p> <p>Floor-Room number: <b><i>1<sup>st</sup> Floor, Senior Network Engineer, Ministry of Communication and Technology</i></b></p> <p>City: {<b><i>Kabul</i></b>}</p>

### 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 bidder compared to the non-resident and resident foreign bidders in Afghanistan (10%).
3. Domestic woman bidder compared to domestic bidder and non-resident foreign bidder- (10%)
4. Foreign bidder that has a domestic partner of the Joint venture (JV) or committed to the domestic subcontractor, compared to the other foreign bidders (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)

{Any other specific extra criteria in evaluation and evaluation method shall be quoted in the BDS Sub-Clause 36.3(c) comprehensively }

#### 3. MULTIPLE CONTRACTS (ITB 36.5)

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) The minimum required average annual volume of turn over for the successful bidder during the last five years shall be (***\$ 340,000 USD***)
- (b) Financial Capability:

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

The Bidder shall include a bank statement, Unconditional line of credit and ability to perform the contract as follow:

Bidder must meet the Cash flow (***\$ 72,000 USD***)

- (c) 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 IT Equipment / goods in size and magnitude during the last five years with value of (\$ 143,000 USD)**

- (d) The Bidder must provide the documents indicating that the proposed items have the following terms of use: **{All Equipment / Goods}**

**(i) Manufacturers Authorization is Required**

(ii)The bidder shall confirm the availability of spare parts and after sales service in the country of the purchaser for the *equipment's*

**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
SDB/G/11	PRICE SCHEDULE FOR ALL GOODS TO BE PROCURED

**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.</b>	<b>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>
<b>2. Qualification information of the Bidder</b>	
2.1	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>
2.2	Total annual turnover of bidder in last five years: <i>{Insert a value in words and figures}</i>
2.3	Available liquid assets: <i>{Insert a value in words and figures}</i>
2.4	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>
<b>3. Financial information of the Bidder</b>	
3.1	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>
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>

**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="630 562 899 810" style="border: 1px solid black; height: 118px; width: 166px; margin: 10px 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>

**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;
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: *[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
Line Item No.	Description of Goods	Country of Origin	Delivery Date as defined by <i>Incoterms</i>	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)

<i>[Insert number of the item]</i>	<i>[Insert name of good]</i>	<i>[Insert country of origin of the Good]</i>	<i>[Insert quoted Delivery Date]</i>	<i>[Insert number of units to be supplied and name of the physical unit]</i>	<i>[Insert unit price DDP per unit]</i>	<i>[Insert total DDP price per line item]</i>	<i>[Insert the corresponding price per line item]</i>	<i>[Insert total price of the line item]</i>
							Total Price	

Name of Bidder *[Insert 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)

<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>	
									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>

					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*]

**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.

- (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)]*

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

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

[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**

## Specifications of the Required Equipment

S.No	Item Specifications	Quantity	Warranty	Delivery Time
1	1Gig-LR SFP Module Single mode 10-2457-02	10	1 Year	2 Months after the Signing of the Contract
2	1Gig-SR SFP Module multi mode 10-2626-01	30	1 Year	2 Months after the Signing of the Contract
3	10Gig-LR SFP Module Single mode 10-2457-02	10	1 Year	2 Months after the Signing of the Contract
4	10Gig-SR SFP Module multi mode 10-2415-02	25	1 Year	2 Months after the Signing of the Contract
5	Cat6 Ethernet Cable 1000ft Pull Box White	2		2 Months after the Signing of the Contract
6	10M FIBER LC/SC SINGLEMODE	25		2 Months after the Signing of the Contract
7	20M LC/SC SINGLEMODE	25		2 Months after the Signing of the Contract
8	10M LC/SC Multimode	25		2 Months after the Signing of the Contract
9	20M LC/SC Multimode	25		2 Months after the Signing of the Contract
10	Visual Fault Locator Fiber Optic Cable Tester 10KM Optical Laser Source Measurement Fiber Tester Tool	1		2 Months after the Signing of the Contract
11	Catalyst 3650-48P port data 4x 1G Uplink IP services	2	1 Year	2 Months after the Signing of the Contract
12	Router Board CCR1072-1G-8S+	2	1 Year	2 Months after the Signing of the Contract
13	Network Services FT812-R2 Technicians Tool Kit (FULL)	1		2 Months after the Signing of the Contract
14	(10Gbit) SFP, 300m, Multi Mode S+85DLC03D	8		2 Months after the Signing of the Contract
15	10G SFP+1550NM 10KM (S- 31DLC10D)	8		2 Months after the Signing of the Contract
16	Cisco Nexus 7000 M2 -Series 2- Port 100 Gigabit Ethernet Model with XL Option (req. CFP) (P/N: N7K-M202CF022L)	2	1 Year	2 Months after the Signing of the Contract
17	Cisco 100G-SFP (CFP-100G-SR10)	1	1 Year	2 Months after the Signing of the Contract
18	Cisco 100G-SFP (CFP-100G-LR4)	1	1 Year	2 Months after the Signing of the Contract



**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
- 10.1 The Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising





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 arbitrage 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.

GCC Clause	Amendments of, and Supplements to, Clauses in the GCC
<b>GCC 1.1 (i)</b>	The Entity is: <b>Ministry of communication and information technology (MCIT)</b>
<b>GCC 1.1 (n)</b>	The Project Site(s)/ Final Destination(s): <b>Warehouse of Ministry of Communication and IT, Mohammad Jan khan Watt</b>
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms. <b>2010 ( DDP)</b>
<b>GCC 4.2 (b)</b>	The version edition of Incoterms shall be: <b>2010</b>
<b>GCC 5.1</b>	The language shall be: <b>English</b>
<b>GCC 8.1</b>	<p>For <b>notices</b>, the Entity’s address shall be: <b>Will be specified while signing the contract</b></p> <p>Attention: <i>[Insert the position and full name of the person, if applicable]</i></p> <p>Street Address: <i>[Insert street address and number]</i></p> <p>Floor/ <i>Room number: [Insert floor and room number, if applicable]</i></p> <p>City: <i>[Insert name of city or town]</i></p> <p>Country: <i>[Insert name of country]</i></p> <p>Telephone: <i>[Include telephone number, including country and city codes]</i></p> <p>Fax number: <i>[Insert fax number, including country and city codes]</i></p> <p>E-mail address: <i>[Insert e-mail address, if applicable]</i></p>
<b>GCC 10.2</b>	<p>The Rules of Procedure for Arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p><i>[The Bidding Documents should contain ONE clause to be retained in the event of a Contract with a FOREIGN Supplier and ONE clause to be retained in the event of a Contract with a Supplier who is a NATIONAL of the Islamic Republic of Afghanistan. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a header to GCC 10.2 in the Bidding Document.</i></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</i></p>

*Contract with a NATIONAL of the Islamic Republic of Afghanistan.”]*

**(a) Contract with FOREIGN Supplier:**

*[For contracts entered into with foreign suppliers, International Commercial Arbitration may have practical advantages over other dispute settlement methods. Among the rules to govern the arbitration proceedings, the Purchaser may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce.]*

***[If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:]***

**GCC 10.2 (a)** Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration, in a neutral place, *i.e.* not in the Islamic Republic of Afghanistan, neither in the supplier’s country, in accordance with the UNCITRAL Arbitration Rules as at present in force.

***[If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:]***

**GCC 10.2 (a)** 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.

***[If the Purchaser chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:]***

**GCC 10.2 (a)** Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

***[If the Purchaser chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:]***

**GCC 10.2 (a)** Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.

	<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>
<b>GCC 13.1</b>	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <ul style="list-style-type: none"> <li>a) Copy of the Supplier invoice showing goods description, quality, unit price and total Price</li> <li>b) Delivery received certificate after customs documents</li> <li>c) Supplier warranty certificate</li> <li>d) Certificate of Origin</li> <li>e) Inspection Certificate issued by the nominated inspection agency.</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>
<b>GCC 15.1</b>	The prices charged for the Goods supplied and the related Services performed <b>shall not</b> be adjustable.
<b>GCC 16.1</b>	<p><b>[Sample provision:]</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><b>Payments:</b></p> <p>98% payment will be made upon successful submission after inspection test of the required equipment in MCIT warehouse and 20% will be made after successful and configuration of the equipment.</p>
<b>GCC 16.5</b>	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be [0] days. <b>Not Applicable</b>
	The interest rate that shall be applied is [0%] percent. <b>Not Applicable</b>
<b>GCC 18.1</b>	A Performance Security is <b>Required</b> .
	The amount of the Performance Security shall be: <b>[10% Ten percent of Contract Price] valid up to the completion of warranty period.</b>

<b>GCC 18.3</b>	If required, the Performance Security shall be denominated in: <b>A freely convertible currency acceptable to the Purchaser.</b>
	If required, the Performance Security shall be in the format of: <i>a demand guarantee issued by a Bank</i>
<b>GCC 18.4</b>	Discharge of the Performance Security shall take place: as per <b>clause GCC 18.4.</b>
<b>GCC 23.2</b>	The packing, marking and documentation within and outside the packages shall be: [as per standard packing and marking required].
<b>GCC 24.1</b>	The insurance coverage shall be as specified in the Incoterms.
<b>GCC 25.1</b>	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
<b>GCC 26.1</b>	<b>The inspections and tests shall be:</b> 1. Visual inspection 2. Inspection for Quantity and any physical damage 3. Any other tests to ensure that the Goods supplied are as per Technical Specifications.
<b>GCC 26.2</b>	The Inspections and tests shall be conducted at: [ <i>Ministry of Communication and IT, Kabul, Afghanistan</i> ]
<b>GCC 27.1</b>	The liquidated damage shall be: <b>0.5 percent of Contract price per week.</b> <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 after successful submission of Equipment</b>
	For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>Ministry of Communication and IT, Mohammad Jan khan Watt, Kabul</i>
<b>GCC 28.5</b>	The period for repair or replacement shall be: <b>All the repairing/restoration should be taken place within 24 hours' time after the fault detection.</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 biding 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 biding/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]*, *[2018]*.

BETWEEN

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

WHEREAS the Entity invited Bids for certain Goods and ancillary services, viz., *[ ]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[ ]*, 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 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:

in the capacity of

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]*

**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.]*