



**ISLAMIC REPUBLIC OF AFGHANISTAN**  
**MINISTRY OF COMMUNICATION INFORMATION TECHNOLOGY**

PREQUALIFICATION DOCUMENT FOR PROCUREMENT

OF

HIRING OF VOICE CARRIERS FOR CARRYING AND TERMINATING SALAAM  
AND AFGHAN TELECOM INTERNATIONAL TRAFFIC

**INVITATION FOR PREQUALIFICATION NO.:** NPA/MCIT/99/NCS-2759/ICB

**PROCUREMENT ENTITY:** MINISTRY OF COMMUNICATION INFORMATION TECHNOLOGY/AFTEL, AFGHANISTAN

ISSUED ON: MARCH 07, 2020

## SUMMARY DESCRIPTION

This Standard Procurement Document (SPD) consists of the “Prequalification Procedures for Procurement of Non Consultancy Services” and its “User’s Guide”. A brief description of this document is given below.

### PREQUALIFICATION DOCUMENT FOR PROCUREMENT OF NON-CONSULTANCY SERVICES

#### PART 1 – PREQUALIFICATION PROCEDURES

**Section 1. Instructions to Applicants (ITA)**

This Section specifies the procedures to be followed by Applicants in the preparation and submission of their Applications for Prequalification (AFPs). Information is also provided on opening and evaluation of AFPs. **Section 1 contains provisions that are to be used without modification.**

**Section 2. Prequalification Data Sheet (PDS)**

This Section consists of provisions that are specific to each prequalification and supplement the information or requirements included in Section 1, Instructions to Applicants.

**Section 3. Qualification Criteria and Requirements**

This Section contains the methods, criteria, and requirements to be used to determine how Applicants shall be prequalified and later invited to bid.

**Section 4. Application Forms**

This Section contains the forms for the Application Submission Form and all the forms required to be submitted with the Application.

**Section 5. Eligible Countries**

NOTE: Where the funds are provided by a Provider of Funds, such as the World Bank, this Section states the country eligibility policy of the Provider of Funds, and provides lists of ineligible countries. Care shall be given to obtain from the NPA or from the Provider of Funds the list of ineligible countries.

#### PART 2. NON CONSULTANCY SERVICES REQUIREMENTS

**Section 6. Scope of Non Consultancy Services**

This Section includes a summary description, delivery and completion schedules, technical specifications and drawings of the Non Consultancy Services subject of this prequalification.

## CONTENTS

<b>Part 1 –</b>	<b>Prequalification Procedures</b>
Section 1	Instructions to Applicants (ITA)
Section 2	Prequalification Data Sheet (PDS)
Section 3	Qualification Criteria and Requirements
Section 4	Application Forms
Section 5	Eligible Countries
<b>Part 2 –</b>	<b>Non Consultancy Services Requirements</b>
Section 6	Scope of Non Consultancy Services

## **PART 1: PREQUALIFICATION PROCEDURES**

### **SECTION 1 - INSTRUCTIONS TO APPLICANTS**

#### **TABLE OF CLAUSES**

##### **A- GENERAL**

1. Scope of Application
2. Source of Funds
3. Corrupt Practices
4. Eligible Applicants
5. Eligible Goods and Related Non Consultancy Services

##### **B- CONTENT OF THE PREQUALIFICATION DOCUMENT**

6. Sections of Prequalification Document
7. Clarification of Prequalification Document
8. Amendment of the Prequalification Document

##### **C- PREPARATION OF APPLICATIONS**

9. Cost of Application
10. Language of Application
11. Document
12. Comprising the Application
13. Application Submission Form
14. Documents Establishing the Eligibility of the Applicant
15. Documents establishing the Qualification of the Applicant
16. Signing the Application and Number of Copies

##### **D- SUBMISSION OF APPLICATIONS**

17. Sealing and Identification of Applications
18. Deadline for Submission of Applications
19. Late Applications
20. Opening of Applications

##### **E- PROCEDURE FOR EVALUATION OF APPLICATIONS**

21. Confidentiality
22. Clarification of Applications
23. Responsiveness of Applications
24. Domestic Bidder Preference
25. SUBCONTRACTORS

##### **F- EVALUATION OF APPLICATIONS AND PREQUALIFICATION OF APPLICANTS**

26. Evaluation of Applications
27. Procuring Entity's Right to Accept or Reject Applications
28. Prequalification of Applicants
29. Notification of Prequalification
30. Invitation to Bid
31. Changes in Qualifications of Applicants

## A. GENERAL

- 1. Scope of Application**
  - 1.1 In connection with the Invitation for Prequalification indicated in Section 2, Prequalification Data Sheet (PDS), the Procuring Entity, **as defined in the PDS**, issues this Prequalification Document (PQD) to applicants interested in bidding for the Non Consultancy Services described in Section 6, Scope of Non Consultancy Services. The number of contracts and the name and identification of each contract, and the Tender Process number corresponding to this prequalification, are **provided in the PDS**.
  
- 2. Source of Funds**
  - 2.1 The Procuring Entity, **as defined in the PDS**, intends to apply parts of the funds of its budget towards the cost of the Project **defined in the PDS**. The Procuring Entity guarantees that adequate public funds have been budgeted and allotted and are also available for managing the procurement proceedings towards the cost of the Project **named in the PDS**. The Procuring Entity intends to apply a portion of the public funds to eligible payments under the contract for which these Prequalification Documents are issued.
  
- 3. Fraud and Corruption**
  - 3.1 The Government requires that Employers, as well as Bidders, Suppliers and Contractors and their subcontractors observe the highest standard of ethics during the implementation and the execution of such Contracts<sup>1</sup>. In pursuance of this policy, the Government:
    - (a) defines, for the purposes of this provision, the terms set forth below as follows:
      - (i) “CORRUPT PRACTICE” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>2</sup>;
      - (ii) “FRAUDULENT PRACTICE” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party<sup>3</sup> to obtain a financial or other benefit or to avoid an obligation;

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<sup>1</sup> In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

<sup>2</sup> “ANOTHER PARTY” refers to a public official acting in relation to the procurement process or contract execution. In this context, “PUBLIC OFFICIAL” includes Government staff and employees of other organizations taking or reviewing procurement decisions.

<sup>3</sup> A “PARTY” refers to a public official; the terms “BENEFIT” and “OBLIGATION” relate to the procurement process or contract execution; and the “ACT OR OMISSION” is intended to influence the procurement process contract execution.

- (iii) “COLLUSIVE PRACTICE” is an arrangement between two or more parties<sup>4</sup> 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<sup>5</sup> or the property of the party to influence improperly the actions of a party;
- (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 provided for under sub-clause 3.1(e) below.
- (b) 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;
- (c) will cancel the portion of the project allocated to a contract if it determines at any time that representatives of the Procuring Entity engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Procuring Entity having taken timely and appropriate action satisfactory to the Government to address such practices when they occur;
- (d) will sanction a firm or individual, 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; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by public funds,

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<sup>4</sup> “PARTIES” refers to participants in the procurement process (including officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>5</sup> A “PARTY” refers to a participant in the procurement process or contract execution.

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.

#### **4. Eligible Applicants**

- 4.1 An Applicant shall be a private, public or government owned legal entity, subject to ITA 4.8, or any combination of them in the form of association(s) including Joint Venture (JV) with the formal intent, as evidenced by a letter of intent, to enter into an agreement or under an existing agreement. In the case of a JV, unless otherwise **specified in the PDS**, (i) all parties shall be jointly and severally liable, and (ii) there shall be no limit on the number of partners.
- 4.2 The eligibility criteria listed in this Clause 4 shall apply to the Applicant, including the parties constituting the Applicant, *i.e.*, its proposed partners, subcontractors or suppliers for any part of the Contract including related Non Consultancy Services.
- 4.3 An Applicant may have the nationality of any country, subject to the restrictions pursuant to sub clause 4.11. An Applicant shall be deemed to have the nationality of a country if the Applicant is a citizen, or is constituted, incorporated or registered and operates in conformity with the provisions of the laws of that country, as evidenced by its Articles of Incorporation or Documents of Constitution, and its Registration Documents.
- 4.4 Applicants and all parties constituting the Applicant shall not have a conflict of interest. Applicants shall be considered to have a conflict of interest, if they participated as a consultant in the preparation of the design or technical specifications of the Non Consultancy Services that are the subject of this prequalification. Where a firm, or a firm from the same economic or financial group, in addition to consulting, also has the capability to manufacture or supply goods or to perform Non Consultancy Services, that firm, or a firm from the same economic or financial group, cannot normally be a supplier of goods or Non Consultancy Services, if it provided consulting Services for the contract corresponding to this prequalification, unless it can be demonstrated that there is not a significant degree of common ownership, influence or control.
- 4.5 An Applicant shall submit only one application in the same Prequalification process, either individually as an Applicant or as a partner of a JV. No Applicant can be a subcontractor while submitting an application individually or as a partner of a JV in the same

Prequalification process. A Subcontractor in any application may participate in more than one application, but only in that capacity. An Applicant who submits, or participates in, more than one application will cause all the applications in which the Applicant has participated to be disqualified.

- 4.6 A firm that has been determined to be ineligible by the Provider of Funds in relation to the Provider of Funds' Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by the Provider of Funds shall be not be eligible to be awarded a contract.
- 4.7 An Applicant that is under a declaration of ineligibility by the GoA in accordance with ITA, Clause 3, at the date of submission of the application or thereafter, shall be disqualified. The GoA may maintain a list of firms and individuals that have been sanctioned by the GoA pursuant to Sub-Clause 3.1(c) and are not eligible to participate in procurement financed by the GoA. The list is regularly updated; its electronic address is **specified in the PDS**.
- 4.8 Government-owned entities may be eligible only if they can establish that (i) they are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Government.
- 4.9 Applicants shall not be under execution of a Bid-Securing Declaration in Afghanistan.
- 4.10 Applicants and all parties constituting the Applicant shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
- 4.11 Applicants from an eligible country may be excluded if, (a) as a matter of law or official regulations, the Islamic Republic of Afghanistan prohibits commercial relations with that country, provided that the Provider of Funds is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of Non Consultancy Services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Islamic Republic of Afghanistan prohibits any import of goods or contracting of Non Consultancy Services from that country, or any payments to persons or entities in that country. Section 5, Eligible Countries provide lists of ineligible countries pursuant to this Sub Clause 4.11.



- 5. Eligible Goods and Related Non Consultancy Services**      5.1 All goods and related Non Consultancy Services to be supplied under the Contract to be financed by the GoA shall have as their origin in any country in accordance with Section 5, Eligible Countries.

**B. CONTENTS OF THE PREQUALIFICATION DOCUMENT**

- 6. Sections of Prequalification Document**      6.1 The document for the prequalification of Applicants, hereinafter “prequalification document”, consists of parts 1 and 2 which comprise all the sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITA Clause 8.
- PART 1 - Prequalification Procedures
- Section 1 Instructions to Applicants (ITA)
- Section 2 Prequalification Data Sheet (PDS)
- Section 3 Qualification Criteria and Requirements
- Section 4 Application Forms
- Section 5 Eligible Countries
- PART 2 - Non Consultancy Services Requirements
- Section 6 Scope of Non Consultancy Services
- 6.2 The “Invitation for Prequalification Applications” issued by the Procuring Entity is not part of the prequalification document.
- 6.3 The Procuring Entity accepts no responsibility for the completeness of the prequalification document and its addenda unless they were obtained directly from the Procuring Entity.
- 6.4 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Document and to furnish all information or documentation required by the Prequalification Document.

**7. Clarification of Prequalification Document** 7.1 A prospective Applicant requiring any clarification of the Prequalification Document shall contact the Procuring Entity in writing at the Procuring Entity’s address **indicated in the PDS**. The Procuring Entity will respond in writing to any request for clarification provided that such request is received no later than fourteen (14) days prior to the deadline for submission of applications. The Procuring Entity shall forward copies of its response to all applicants who have acquired the prequalification document directly from the Procuring Entity including a description of the inquiry but without identifying its source. Should the Procuring Entity deem it necessary to amend the prequalification document as a result of a clarification, it shall do so following the procedure under ITA Clause 8 and in accordance with the provisions of ITA Clause 17.2.

**8. Amendment of Prequalification Document** 8.1 At any time prior to the deadline for submission of applications, the Procuring Entity may amend the Prequalification Document by issuing addenda.

8.2 Any addendum issued shall be part of the Prequalification Document and shall be communicated in writing to all who have obtained the prequalification document from the Procuring Entity.

8.3 To give prospective Applicants reasonable time to take an addendum into account in preparing their applications, the Procuring Entity may, at its discretion, extend the deadline for the submission of applications.

**C. PREPARATION OF APPLICATIONS**

**9. Cost of Applications** 9.1 The Applicant shall bear all costs associated with the preparation and submission of its application. The Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the prequalification process.

**10. Language of Application** 10.1 The application as well as all correspondence and documents relating to the prequalification exchanged by the Applicant and the Procuring Entity, shall be written in the language **specified in the PDS**. Supporting documents and printed literature that are part of the application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the PDS**, in which case, for purposes of interpretation of the application, the translation shall govern.

**11. Documents** 11.1 The application shall comprise the following:

- Comprising the Application**
- (a) Application Submission Form, in accordance with ITA Clause 12;
  - (b) documentary evidence establishing the Applicant’s eligibility to prequalify, in accordance with ITA Clause 13;
  - (c) documentary evidence establishing the Applicant’s qualifications, in accordance with ITA Clause 14; and
  - (d) any other document required as **specified in the PDS**.
- 12. Application Submission Form**
- 12.1 The Applicant shall prepare an Application Submission Sheet using the form furnished in Section 4 Application Forms. This Form must be completed without any alteration to its format.
- 13. Documents Establishing the Eligibility of the Applicant**
- 13.1 To establish its eligibility in accordance with ITA Clause 4, the Applicant shall complete the eligibility declarations in the Application Submission Form and Forms ELI (eligibility) 1.1 and 1.2, included in Section 4 Application Forms.
- 14. Documents Establishing the Qualifications of the Applicant**
- 14.1 To establish its qualifications to perform the contract(s) in accordance with Section 3 Qualification Criteria and Requirements, the Applicant shall provide the information requested in the corresponding Information Sheets included in Section 4 Application Forms.
- 15. Signing of the Application and Number of Copies**
- 15.1 The Applicant shall prepare one original of the documents comprising the application as described in ITA Clause 11 and clearly mark it “ORIGINAL”. The original of the application shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant.
- 15.2 The Applicant shall submit copies of the signed original application, in the number **specified in the PDS**, and clearly mark them “COPY”. In the event of any discrepancy between the original and the copies, the original shall prevail.
- D. SUBMISSION OF APPLICATIONS**
- 16. Sealing and Identification of Applications**
- 16.1 The Applicant shall enclose the original and the copies of the application in a sealed envelope that shall:
- (a) bear the name and address of the Applicant;
  - (b) be addressed to the Procuring Entity, in accordance with ITA Clause 17.1; and

(c) bear the specific identification of this prequalification process **indicated in the PDS 1.1.**

16.2 The Procuring Entity will accept no responsibility for not processing any envelope that was not identified as required.

**17. Deadline for Submission of Applications**

17.1 Applicants may always submit their applications by mail or by hand. When so **specified in the PDS**, applicants shall have the option of submitting their applications electronically, in accordance with electronic application submission procedures **specified in the PDS**. Applications shall be received by the Procuring Entity at the address and no later than the deadline **indicated in the PDS**. A receipt will be given for all applications submitted.

17.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of applications by amending the Prequalification Document in accordance with ITA Clause 8, in which case all rights and obligations of the Procuring Entity and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

**18. Late Applications**

18.1 Any application received by the Procuring Entity after the deadline for submission of applications prescribed in accordance with ITA Clause 17 will be treated as **indicated in the PDS**.

**19. Opening of Applications**

19.1 Any specific electronic application opening procedures required if electronic submission of applications is permitted pursuant to Sub Clause 17.1 shall be as **specified in the PDS**. The Procuring Entity shall prepare a record of the opening of applications that shall include, as a minimum, the name of the Applicant. A copy of the record shall be distributed to all Applicants.

**E. PROCEDURES FOR EVALUATION OF APPLICATIONS**

**20. Confidentiality**

20.1 Information relating to the evaluation of applications, and recommendation for prequalification, shall not be disclosed to Applicants or any other persons not officially concerned with such process until the notification of prequalification is made to all Applicants.

20.2 From the deadline for submission of applications to the time of notification of the results of the prequalification in accordance with ITA Clause 28, any Applicant that wishes to contact the Procuring Entity on any matter related to the prequalification process, may do

so but only in writing.

- 21. Clarification of Applications**
- 21.1 To assist in the evaluation of applications, the Procuring Entity may, at its discretion, ask any Applicant for a clarification of its application which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing.
- 21.2 If an Applicant does not provide clarifications of the information requested by the date and time set in the Procuring Entity's request for clarification, its application may be rejected.
- 22. Responsiveness of Applications**
- 22.1 The Procuring Entity may reject any application which is not responsive to the requirements of the prequalification document.
- 23. Domestic Bidder Price Preference**
- 23.1 Unless otherwise **specified in the PDS**, a margin of preference for domestic bidders shall not apply in the bidding process resulting from this prequalification.
- 24. Subcontractors**
- 24.1 Applicants planning to subcontract any of the key activities indicated in Section 3 Qualification Criteria, shall specify the activity(ies) or parts of the Non Consultancy Services to be subcontracted in the Application Submission Form. Applicants shall clearly identify the proposed specialist subcontractors in Forms ELI-1.2 and EXP (experience)-4.2(b) in Section 4. Such proposed specialist subcontractor(s) shall meet the corresponding qualification requirements specified in Section 3 Qualification Criteria and Requirements.
- 24.2 At this time, the Procuring Entity does not intend to execute certain specific parts of the Non Consultancy Services by subcontractors selected in advance by the Procuring Entity (Nominated Subcontractors) unless otherwise **stated in the PDS**.

#### **F. EVALUATION OF APPLICATIONS AND PREQUALIFICATION OF APPLICANTS**

- 25. Evaluation of Applications**
- 25.1 The Procuring Entity shall use the factors, methods, criteria, and requirements defined in Section 3 Qualification Criteria and Requirements to evaluate the qualifications of the Applicants. The use of other methods, criteria, or requirements shall not be permitted. The Procuring Entity reserves the right to waive minor deviations in the qualification criteria if they do not materially affect the capability of an Applicant to perform the contract.
- 25.2 Only the qualifications of subcontractors that have been identified in the application may be considered in the evaluation of an Applicant.

However, the general experience and financial resources of subcontractors may not be added to those of the Applicant for purposes of prequalification of the Applicant.

25.3 In case of multiple contracts, the Procuring Entity shall prequalify each Applicant for the maximum number and types of contracts for which the Applicant meets the appropriate aggregate requirements of such contracts, as specified in Section 3 Qualification Criteria and Requirements.

**26. Procuring Entity's Right to Accept or Reject Applications**

26.1 The Procuring Entity reserves the right to accept or reject any application, and to annul the prequalification process and reject all applications at any time, without thereby incurring any liability to Applicants.

**27. Prequalification of Applicants**

27.1 All Applicants whose applications have met or exceeded ("passed") the specified threshold requirements will, to the exclusion of all others, be prequalified by the Procuring Entity.

**28. Notification of Prequalification**

28.1 Once the Procuring Entity has completed the evaluation of the applications it shall notify all Applicants in writing of the names of those applicants who have been prequalified.

**29. Invitation to Bid**

29.1 Promptly after the notification of the results of the prequalification the Procuring Entity shall invite bids from all the Applicants that have been prequalified.

29.2 Bidders may be required to provide a Bid Security or a Bid Securing Declaration acceptable to the Procuring Entity in the form and an amount to be specified in the Bidding Documents, and the successful Bidder shall be required to provide a Performance Security to be specified in the Bidding Documents.

**30. Changes in Qualifications of Applicants**

30.1 Any change in the structure or formation of an Applicant after being prequalified in accordance with ITA Clause 27 and invited to bid shall be subject to a written approval of the Procuring Entity prior to the deadline for submission of bids. Such approval shall be denied if as a consequence of the change the Applicant no longer substantially meets the qualification criteria set forth in Section 3 Qualification Criteria and Requirements, or if in the opinion of the Procuring Entity, a substantial reduction in competition may result. Any such changes shall be submitted to the Procuring Entity not later than fourteen (14) days after the date of the Invitation for Bids.



## SECTION 2 – PREQUALIFICATION DATA SHEET (PDS)

<b>A. GENERAL</b>	
<b>ITA 1.1</b>	The Procuring Entity is: <a href="#">Ministry of Communication Information Technology/ Afghan Telecom Company</a>
<b>ITA 1.1</b>	The list of contracts is: <a href="#">Hiring of voice carriers for carrying and terminating Salaam and Afghan Telecom International Traffic</a> <a href="#">NPA/MCIT/99/NCS-2759/ICB</a>
<b>ITA 1.1</b>	The Tender process name and number are: <a href="#">Hiring of voice carriers for carrying and terminating Salaam and Afghan Telecom International Traffic</a> and Prequalification Ref. No: <a href="#">NPA/MCIT/99/NCS-2759/ICB</a>
<b>ITA 2.1</b>	The name of the Procuring Entity is defined in ITA 1.1.
<b>ITA 2.1</b>	The name of the Project is: <a href="#">Hiring of voice carriers for carrying and terminating Salaam and Afghan Telecom International Traffic</a>
<b>ITA 4.1</b>	<b>JOINT VENTURE IS NOT ALLOWED, PROCURING ENTITY PREFER DIRECT CARRIERS NOT AGENCIES /SUBCONTRACTORS/JV</b>
<b>ITA 4.7</b>	The electronic address of firms debarred is: <a href="#">available at the NPA’s website: www.ageops.net</a>
<b>B. CONTENTS OF THE PREQUALIFICATION DOCUMENT</b>	
<b>ITA 7.1</b>	<p><b>For clarification purposes</b>, the Procuring Entity 's address is:</p> <p><b>Attention:</b> <a href="#">Nasruddin Nouri</a>  <b>Address:</b> <a href="#">1st floor, Geodesy (Cartography) building, National Procurement Authority (NPA), Pashtonistan Watt, Kabul, Afghanistan</a>  <b>City:</b> <a href="#">Kabul</a>  <b>Country:</b> <a href="#">Afghanistan</a>  <b>Telephone:</b> <a href="#">(+93) 202-147554</a>  <b>Electronic mail address:</b> <a href="mailto:nasruddin.nouri@npa.gov.af">nasruddin.nouri@npa.gov.af</a> copy to, <a href="mailto:b.haidari@afghantelecom.af">b.haidari@afghantelecom.af</a>, <a href="mailto:s.akramy@afghantelecom.af">s.akramy@afghantelecom.af</a>,</p>
<b>C. PREPARATION OF APPLICATIONS</b>	
<b>ITA 10.1</b>	<b>The language of the application as well as of all correspondence is:</b> <a href="#">English</a>



ITA 11.1 (d)	<p>The Applicant shall submit with its application, the following additional documents:</p> <ol style="list-style-type: none"> <li>1. The carrier shall submit a copy of their License.</li> <li>2. Carrier shall have at least 2 POP (point of presence) around the world, the bidder shall provide ownership document or document of partnership of that PoP.</li> </ol>
ITA 15.2	<p>In addition to the original, the number of copies to be submitted with the application is: One (1) original, one (1) copy and one soft copy in flash memory.</p>
<p><b>D. SUBMISSION OF APPLICATIONS</b></p>	
ITA 17.1	<p>Applicants <b>shall not</b> have the option of submitting their applications electronically.</p> <p>If electronic submission of applications shall be permitted, the electronic application submission procedures shall be: <b>Not Applicable</b></p> <p><b>For application submission purposes only</b>, the Procuring Entity's address is:  <b>Attention:</b> Mr. Safiullah Alokozai  <b>Address:</b> 1st Floor, Operation Directorate, National Procurement Authority (NPA), Administrative Office of the President, Pashtonistan, Kabul, Afghanistan  <b>Telephone:</b> In case of any difficulties in locating the address and submission of application, please contact (+93) 202-147488  <b>Electronic mail address:</b> <a href="mailto:safiullah.alokozai@npa.gov.af">safiullah.alokozai@npa.gov.af</a></p>
	<p><b>The deadline for application submission:</b>  <b>Attention:</b> Mr. Safiullah Alokozai  <b>Address:</b> 1st Floor, Operation Directorate, National Procurement Authority (NPA), Administrative Office of the President, Pashtonistan, Kabul, Afghanistan  <b>Date:</b> March 30, 2020  <b>Time:</b> 10:00 AM Kabul local time  The public opening of applications received will be held immediately after the deadline at the above address.  <b>Telephone:</b> In case of any difficulties in locating the address and submission of application, please contact (+93) 202-147488  <b>Note:</b> In case the specified deadline for bid submission is declared holiday by the government, the applications shall be submitted and opened at the specified time on the next working day.</p>
ITA 18.1	<p>Late applications will be returned <b>unopened</b> to the Applicants.</p>
ITA 19.1	<p>If electronic submission of applications shall be permitted, electronic application</p>

	opening procedures are: <b>Not Applicable</b>
<b>E. PROCEDURES FOR EVALUATION OF APPLICATIONS</b>	
<b>ITA 23.1</b>	A margin of preference [ <i>“SHALL”</i> ] apply for domestic Applicants.
<b>ITA 24.2</b>	At this time the Procuring Entity [ <b>DOES NOT INTEND</b> ] to execute certain specific parts of the Non Consultancy Services by subcontractors selected in advance (Nominated Subcontractors)

## **SECTION 3- QUALIFICATION CRITERIA AND REQUIREMENTS**

This Section contains all the methods, criteria, and requirements that the Procuring Entity shall use to evaluate applications. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Application Forms.

### **CONTENTS**

1. Eligibility
2. Historical Contract Non-Performance
3. Financial Situation
4. Experience

<b>QUALIFICATION CRITERIA AND REQUIREMENTS</b>							
<b>ELIGIBILITY AND QUALIFICATION CRITERIA</b>			<b>COMPLIANCE REQUIREMENTS</b>				<b>DOCUMENTATION</b>
<b>No.</b>	<b>Subject</b>	<b>Requirement</b>	<b>Single Entity</b>	<b>Joint Venture (JV)</b>			<b>Submission Requirements</b>
				<b>All Parties Combined</b>	<b>Each Partner</b>	<b>One Partner</b>	
<b>1. ELIGIBILITY</b>							
1.1	<b>Nationality</b>	Nationality in accordance with ITA Sub-Clause 4.3	Must meet requirement	Not Allowed	Not Allowed	Not Allowed	Forms ELI – 1.1 and 1.2, with attachments
1.2	<b>Conflict of Interest</b>	No conflicts of interest in ITA Sub-Clause 4.4	Must meet requirement	Not Allowed	Not Allowed	Not Allowed	Application Submission Form
1.3	<b>Provider of Funds Ineligibility</b>	Not having been declared ineligible by the Provider of Funds, as described in ITA Sub-Clause 4.7	Must meet requirement	Not Allowed	Not Allowed	Not Allowed	Application Submission Form
1.4	<b>Government of Afghanistan Owned Entity</b>	Applicant required to meet conditions of ITA Sub-Clause 4.8	Must meet requirement	Not Allowed	Not Allowed	Not Allowed	Forms ELI – 1.1 and 1.2, with attachments
1.5	<b>United Nations resolution or the Islamic Republic of Afghanistan law</b>	Not having been excluded as a result of the Islamic Republic of Afghanistan laws or official regulations, or by an act of compliance with UN Security Council resolution, in accordance with ITA Sub-Clause 4.11	Must meet requirement	Not Allowed	Not Allowed	Not Allowed	Forms ELI – 1.1 and 1.2, with attachments

QUALIFICATION CRITERIA AND REQUIREMENTS							
ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS			DOCUMENTATION	
No.	Subject	Requirement	Single Entity	Joint Venture (JV)			Submission Requirements
				All Parties Combined	Each Partner	One Partner	
<b>2. HISTORICAL CONTRACT NON-PERFORMANCE</b>							
2.1	<b>History of Non-Performing Contracts</b>	Non-performance of a contract did not occur within the last <b>[Five]</b> years prior to the deadline for application submission based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract and where all appeal instances available to the applicant have been exhausted.	Must meet requirement	Not Allowed	Not Allowed	Not Allowed	Form CON-2
2.2	<b>Failure to Sign Contract</b>	Not being under execution of a Bid Securing Declaration pursuant to Sub-Clause 4.9 for <i>[2]</i> years	Must meet requirement	Not Allowed	Not Allowed	Not Allowed	Application Submission Form
2.3	<b>Pending Litigation</b>	All pending litigation shall in total not represent more than <i>[10% Ten Percent]</i> of the Applicant's net worth and shall be treated as resolved against the Applicant	Must meet requirement	Not Allowed	Not Allowed	Not Allowed	Form CON – 2

**QUALIFICATION CRITERIA AND REQUIREMENTS**

<b>ELIGIBILITY AND QUALIFICATION CRITERIA</b>								<b>COMPLIANCE REQUIREMENTS</b>			<b>DOCUMENTATION</b>
<b>No.</b>	<b>Subject</b>	<b>Requirement</b>	<b>Single Entity</b>	<b>Joint Venture (JV)</b>			<b>Submission Requirements</b>				
				<b>All Parties Combined</b>	<b>Each Partner</b>	<b>One Partner</b>					
<b>3. FINANCIAL SITUATION</b>											
3.1	<b>Financial Performance</b>	Submission of audited balance sheets or if not required by the law of the Applicant's country, other financial statements acceptable to the Employer, for the last <b>[Five]</b> years to demonstrate: (a) the current soundness of the applicant's financial position and its prospective long term profitability, and (b) Capacity to have a cash flow amount of <b>US\$ [300,000 USD]</b> or equivalent amount	Must meet requirement  (a) Must meet requirement  (b) Must meet requirement	Not Allowed  (a) Not Allowed  (b) Not Allowed	Not Allowed  (a) Not Allowed  (b) Not Allowed	Not Allowed  (a) Not Allowed  (b) Not Allowed	Form FIN – 3.1 with attachments				
3.2	<b>Average Annual Services Turnover</b>	Minimum average annual Services turnover of US\$ <b>[1,500,000 USD]</b> , calculated as total certified payments received for contracts in progress or completed, within the last <b>[Five]</b> years	Must meet requirement	Not Allowed	Not Allowed	Not Allowed	Form FIN – 3.2				

QUALIFICATION CRITERIA AND REQUIREMENTS							
ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS			DOCUMENTATION	
No.	Subject	Requirement	Single Entity	Joint Venture (JV)			Submission Requirements
				All Parties Combined	Each Partner	One Partner	
<b>4. EXPERIENCE</b>							
4.2 (a)	<b>Specific Services Experience</b>	<p>1. The carrier shall have their experience documents that they are the actual (Prime) voice carrier, the carrier shall attach at least <b>[one]</b> contract within the last <b>[Five]</b> years, with a value of at least <b>[900,000 USD]</b>, or <b>[Two]</b> contracts with a value of at least <b>[1,500,000 USD]</b>, that have been successfully and substantially completed and that are similar to the proposed Non Consultancy Services. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section 6, Scope of Non Consultancy Services.</p> <p>2. The carrier shall provide list of Mobile Network operators to whom the bidder is offering the voice services.</p> <p>3. The carrier shall provide at least 100 interconnection contracts with mobile operators MVNO's and wholesaler to prove their interconnection contracts, AFTEL have the right to reference check those Interconnections (proof through traffic report, copy of contract, or confirmation from the contracted party of the mentioned experience)</p>	Must meet requirement	Not Allowed	Not Allowed	Not Allowed	Form EXP 4.2(a)
4.2		For the above or other contracts	Must meet	Not Allowed	Not Allowed	Not Allowed	Form EXP – 4.2 (b)

**QUALIFICATION CRITERIA AND REQUIREMENTS**

<b>ELIGIBILITY AND QUALIFICATION CRITERIA</b>								<b>COMPLIANCE REQUIREMENTS</b>			<b>DOCUMENTATION</b>
<b>No.</b>	<b>Subject</b>	<b>Requirement</b>	<b>Single Entity</b>	<b>Joint Venture (JV)</b>			<b>Submission Requirements</b>				
				<b>All Parties Combined</b>	<b>Each Partner</b>	<b>One Partner</b>					
(b)		executed during the period stipulated in 4.2 (a) above, a minimum Services experience in the following key activities: <b>/Being Voice Carriers for Carrying and Terminating International Traffic/</b>	requirements								



## SECTION 4 – APPLICATION FORMS

### TABLE OF FORMS

	<b>Application Submission Form</b>
<b>ELI -1.1</b>	<b>Applicant Information Form</b>
<b>ELI -1.2</b>	<b>Applicant's party Information Form</b>
<b>CON -2</b>	<b>Historical Contract non-Performance</b>
<b>FIN -3.1</b>	<b>Financial Situation</b>
<b>FIN -3.2</b>	<b>Average Annual Services Turnover</b>
<b>EXP -4.1</b>	<b>General Services Experience</b>
<b>EXP -4.2(a)</b>	<b>Similar Services Experience</b>
<b>EXP -4.2(b)</b>	<b>Services Experience in Key Activities</b>

## APPLICATION SUBMISSION FORM

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

Project No. and title: *[Insert Project number and title]*

To: *[Insert full name of Procuring Entity]*

We, the undersigned, apply to be prequalified for the referenced International Tender and declare that:

- (a) we have examined and have no reservations to the Prequalification Documents, including Addendum(s) No(s)., issued in accordance with Instructions to Applicants (ITA) Clause 8: *[Insert the number and issuing date of each addendum]*;
- (b) we, including any subcontractors or suppliers for any part of the contract resulting from this prequalification process, have nationalities from eligible countries, in accordance with ITA Sub-Clause 4.2: *[Insert the nationality of the Applicant, including that of all partners in case of a Joint Venture, and the nationality of each already identified subcontractor and supplier of related Non Consultancy Services, if applicable]*;
- (c) we, including any subcontractors or suppliers for any part of the contract resulting from this prequalification, do not have any conflict of interest, in accordance with ITA Sub-Clause 4.4;
- (d) we, including any subcontractors or suppliers for any part of the contract resulting from this prequalification, have not been declared ineligible by the Provider of Funds, or under the Islamic Republic of Afghanistan laws, official regulations, or under execution of a Bid Securing Declaration in the Islamic Republic of Afghanistan, or by an act of compliance with a decision of the United Nations Security Council, in accordance with ITA Sub-Clauses 4.7, 4.9 and 4.11;
- (e) *[Insert either "WE ARE NOT A GOVERNMENT OWNED ENTITY" OR "WE ARE A GOVERNMENT ENTITY, AND WE MEET THE REQUIREMENTS OF ITA SUB-CLAUSE 4.8"]*;
- (f) we, in accordance with ITA Sub-Clause 24.1, plan to subcontract the following key activities and/or parts of the Non Consultancy Services: *[Insert any of the key activities identified in Section 3- 4.2(b) which the Applicant intends to subcontract]*
- (g) we declare that the following commissions, gratuities, or fees have been paid or are to be paid with respect to the prequalification process, the corresponding bidding process or execution of the Contract:

<u>Name of Recipient</u>	<u>Address</u>	<u>Reason</u>	<u>Amount</u>
<i>[Insert full name for each occurrence]</i>	<i>[Insert street/ number/city/country]</i>	<i>[Indicate reason]</i>	<i>[specify amount in US\$ equivalent]</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*[If none has been paid or is to be paid, indicate "NONE".]*

- (h) We understand that you may cancel the prequalification process at any time and that you are neither bound to accept any application that you may receive nor to invite the prequalified applicants to bid for the contract subject of this prequalification, without incurring any liability to the Applicants, in accordance with ITA Clause 26.

Signed *[Insert signature(s) of an authorized representative(s) of the Applicant]*

Name *[Insert full name of person signing the application]*

In the Capacity of *[Insert capacity of person signing the application]*

Duly authorized to sign the application for and on behalf of:

Applicant Name: *[Insert full name of Applicant]*

Address: *[Insert street number/town or city/country address]*

Dated on *[Insert day number]* day of *[insert month]*, *[insert year]*

**FORM ELI -1.1**  
**APPLICANT INFORMATION FORM**

Date: *[Insert day, month, year]*  
Project No. and title: *[Insert Project number and title]*  
Page *[Insert page number]* of *[Insert total number]*  
pages

Applicant's legal name: <i>[Insert full legal name]</i>
In case of Joint Venture (JV), legal name of each partner: <i>[Insert full legal name of each partner in JV]</i>
Applicant's Actual or Intended country of constitution: <i>[Indicate country of Constitution]</i>
Applicant's actual or Intended year of constitution: <i>[Indicate year of Constitution]</i>
Applicant's legal address in country of constitution: <i>[Insert street/ number/ town or city/ country]</i>
Applicant's authorized representative information Name: <i>[Insert full legal name]</i> Address: <i>[Insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[Insert telephone/ fax numbers, including country and city codes]</i> E-mail address: <i>[Indicate e-mail address]</i>
Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above, in accordance with ITA Sub-Clause 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA Sub-Clause 4.1. <input type="checkbox"/> In case of Government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITA Sub-Clause 4.8.

**FORM ELI -1.2**  
**APPLICANT'S PARTY INFORMATION FORM (N/A)**

*[The following form shall be filled in for the Applicant's parties including partner(s) of a joint venture, subcontractors, suppliers and other parties.]*

Date: *[Insert day, month, year]*  
Project No. and title: *[Insert Project number and title]*  
Page *[Insert page number]* of *[Insert total number]*  
pages

JV applicant legal name: <i>[Insert full legal name]</i>
Applicant's Party legal name: <i>[Insert full legal name of Applicant's Party]</i>
Applicant's Party country of registration: <i>[Indicate country of registration]</i>
Applicant Party's year of constitution: <i>[Indicate year of constitution]</i>
Applicant Party's legal address in country of constitution: <i>[Insert street/ number/ town or city/ country]</i>
Applicant Party's authorized representative information Name: <i>[Insert full legal name]</i> Address: <i>[Insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[Insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[Indicate e-mail address]</i>
Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation or Documents of Constitution, and Registration Documents of the legal entity named above, in accordance with ITA Sub-Clause 4.2. <input type="checkbox"/> In case of a Government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITA Sub-Clause 4.8.

**FORM CON – 2**  
**HISTORICAL CONTRACT NON-PERFORMANCE**

[The following table shall be filled in for the Applicant and for each partner of a Joint Venture (JV).]

Applicant’s Legal Name: [Insert full name]  
 Date: [Insert day, month, year]  
 Joint Venture Party Legal Name: [Insert full name]  
 Project No  
 . and title: [Insert Project number and title]  
 Page [Insert page number] of [Insert total number]  
 pages

Non-Performing Contracts in accordance with Section 3: Qualification Criteria and Requirements			
<input type="checkbox"/> Contract non-performance did not occur during the [number] years specified in Section 3, Qualification Criteria and Requirements, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed during the [Insert number in words and figures] years specified in Section 3, Qualification Criteria and Requirements, requirement 2.1			
Year	Non performed portion of contract	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
[Insert year]	[Insert amount and percentage]	Contract Identification: [Indicate complete contract name/ number, and any other identification]  Name of Employer: [Insert full name]  Address of Employer: [Insert street/city/country]  Reason(s) for non performance: [Indicate main reason(s)]	[Insert amount]
Pending Litigation, in accordance with Section 3, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section 3, Qualification Criteria and Requirements, Sub-Factor 2.2.			
<input type="checkbox"/> Pending litigation in accordance with Section 3, Qualification Criteria and Requirements, Sub-Factor 2.2 as indicated below.			
Year	Outcome as Percentage of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)

<i>[Insert year]</i>	<i>[Insert percentage]</i>	<p>Contract Identification: [indicate complete contract name, number, and any other identification]</p> <p>Name of Employer: <i>[Insert full name]</i></p> <p>Address of Employer: <i>[Insert street/city/country]</i></p> <p>Matter in dispute: <i>[Indicate main issues in dispute]</i></p>	<i>[Insert amount]</i>

**FORM FIN – 3.1**  
**FINANCIAL SITUATION**

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

Applicant’s Legal Name: *[Insert full name]*  
 Date: *[Insert day, month, year]*  
 Applicant’s Party Legal Name: *[Insert full name]*  
 Project number and title: *[Insert Project number and title]*  
 Page *[Insert page number]* of *[Insert total number]* pages

**1. FINANCIAL DATA**

Financial information in (US\$ equivalent in 000s)	Historic information for previous [3] Years (US\$ equivalent in 000s)		
	Year 1	Year 2	Year 3
Information from Balance Sheet			
Total Assets (TA)			
Total Liabilities (TL)			
Net Worth (NW)			
Current Assets (CA)			
Current Liabilities (CL)			
Information from Income Statement			
Total Revenue (TR)			
Profits Before Taxes			

**2. FINANCIAL DOCUMENTS**

The Applicant and its parties shall provide copies of the balance sheets and/or financial statements for *[Insert number in words and figures]* years pursuant Section 3, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Applicant and not of JV or subcontractor.
  - (b) be audited by a certified accountant.
  - (c) be complete, including all notes to the financial statements.
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the *[Insert number in words and figures]* years required above; and complying with the requirements.



**FORM FIN - 3.2**  
**AVERAGE ANNUAL SERVICES TURNOVER**

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

Applicant's/JV Partner's Legal Name: *[Insert full name]*

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

Applicant's Party Legal Name: *[Insert full name]*

Project No. and title: *[Insert Project number and title]*

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

<b>Annual turnover data (Services only)</b>		
<b>Year</b>	<b>Amount and Currency</b>	<b>US\$ equivalent</b>
<i>[Indicate year]</i>	<i>[Insert amount and indicate currency]</i>	<i>[Insert amount in US\$ equiv.]</i>
Average Annual Services Turnover *		

\* Average annual Services turnover calculated as total certified payments received for Services in progress or completed, divided by the number of years specified in Section 3, Qualification Criteria and Requirements, Sub-Factor 3.2.

**FORM EXP - 4.2(a)**

**SIMILAR SERVICES EXPERIENCE**

*[The following table shall be filled in for contracts performed by the Applicant, each partner of a Joint Venture, and specialist subcontractors]*

Applicant's/JV Partner's Legal Name: *[Insert full name]*

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

JV Party Name: *[Insert full name]*

Project No. and title: *[Insert Project number and title]*

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

<b>Similar Contract No.</b> <i>[Insert number] of [Insert number of similar contracts required]</i>	<b>Information</b>		
Contract Identification	<i>[Insert contract name and number, if applicable]</i>		
Award date	<i>[Insert day, month, year, i. e., 15 June, 2015]</i>		
Completion date	<i>[Insert day, month, year, i.e., 03 October, 2017]</i>		
Role in Contract <i>[Check the appropriate box]</i>	Contractor <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount	<i>[Insert total contract amount in local currency]</i>		US\$ <i>[Insert total contract amount in US\$ equivalent]</i>
If partner in a JV, or subcontractor, specify participation in total contract amount	<i>[Insert a percentage amount]</i>	<i>[Insert total contract amount in local currency]</i>	<i>[Insert total contract amount in US\$ equivalent]</i>
Employer's Name:	<i>[Insert full name]</i>		
Address: Telephone/fax number E-mail:	<i>[Indicate street / number / town or city / country]</i> <i>[Insert telephone/fax numbers, including country and city area codes]</i> <i>[Insert e-mail address, if available]</i>		

**FORM EXP - 4.2(A) (CONT.)**  
**SIMILAR SERVICES EXPERIENCE (CONT.)**

<b>Similar Contract No.</b> <i>[Insert number] of [Insert number of similar contracts required]</i>	<b>Information</b>
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section 3:	
1. Amount	<i>[Insert amount in US\$ in words and in Figures]</i>
2. Physical size	<i>[Insert physical size of activities]</i>
3. Complexity	<i>[Insert description of complexity]</i>
4. Methods/Technology	<i>[Insert specific aspects of the methods/technology involved in the contract]</i>
5. Other Characteristics	<i>[Insert other characteristics as described in Section V, Scope of Non Consultancy Services]</i>

**FORM EXP - 4.2(B)**  
**SERVICES EXPERIENCE IN KEY ACTIVITIES**

Applicant's Legal Name: *[Insert full name]*  
 Date: *[Insert day, month, year]*  
 Applicant's Party Legal Name: *[Insert full name]*  
 Nominated Subcontractor's Legal Name (as per ITA 24.2): *[Insert full name]*  
 Project No. and title: *[insert Project number and title]*  
 Page *[Insert page number]* of *[Insert total number]* pages

All Subcontractors for key activities must complete the information in this form as per ITA 24.2 and Section 3, Qualification Criteria and Requirements, Sub-Factor 4.2.

**1. Key Activity No One:** *[Insert brief description of the Activity, emphasizing its specificity]*

	Information		
Contract Identification	<i>[Insert contract name and number, if applicable]</i>		
Award date	<i>[Insert day, month, year, i. e.,]</i>		
Completion date	<i>[Insert day, month, year, i.e.,]</i>		
Role in Contract <i>[Check the appropriate box]</i>	Contractor <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount	<i>[Insert total contract amount in local currency]</i>		US\$ <i>[Insert Total contract amount in US\$]</i>
If party in a JV, specify participation of total contract amount	<i>[Insert a percentage amount]</i>	<i>[Insert total contract amount in local currency]</i>	<i>[Insert total contract amount in US\$]</i>

**2. Activity No Two**

	Information
Employer's Name:	<i>[Insert full name]</i>
Address:	<i>[Indicate street / number / town or city / country]</i>
Telephone/fax number	<i>[Insert telephone/fax numbers, including country and city area codes]</i>
E-mail:	<i>[Insert e-mail address, if available]</i>

3. ....

	<b>Information</b>
Description of the key activities in accordance with Sub-Factor 4.2(b) of	
	<i>[Insert response to inquiry indicated in left column]</i>

## SECTION 5 – ELIGIBLE COUNTRIES

### ELIGIBILITY FOR THE PROVISION OF GOODS, NON CONSULTANCY SERVICES AND NON CONSULTANCY SERVICES IN PROVIDER OF FUNDS PROCUREMENT

This section 5 is applicable to IBRD Loans and IDA Credits. The Procuring Entity, procuring under fund provided by any other Provider of Funds shall include in their prequalification documents the list of ineligible countries as per the Loan/ Grant/ Credit Agreement, pursuant to the Public Procurement Law article PPL Article 4 (2) Procurement Rules of International Institutions.

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated May 2004, the Bank permits firms and individuals from all countries to offer goods, Non Consultancy Services and Non Consultancy Services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Non Consultancy Services required, or

Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of borrowers and bidders, at the present time firms, goods and Non Consultancy Services from the following countries are excluded from this bidding:

(a) With reference to paragraph 1.8 (a) (i) of the Guidelines:

*[Insert list of countries prohibited under official regulations of the country]*

(b) With reference to paragraph 1.8 (a) (ii) of the Guidelines:

*[Insert list of countries which are banned under UN Security Council Chapter VII]*

## **PART 2 – NON CONSULTANCY SERVICES REQUIREMENTS**

## SECTION 6 – SCOPE OF NON CONSULTANCY SERVICES

### CONTENTS

4. Description of the Non Consultancy Services
5. Services Period
6. Site and Other Data

#### I. Introduction

Afghan Telecom intends to acquire International voice carrier to comply with Afghan Telecom and SALAAM international voice traffic.

#### II. Background

Voice carriers are companies who carry and bring international voice calls from and to operators' premises, Carrier is paid amount for the traffic the operators is sending to them and carrier is charged for the traffic they are sending to operator, the Operator (salaam) connects to the carrier HUB and through that HUB traffic is sent and received, at the end of each month settlement of traffic take place after Balancing and sharing the traffic report reconciliation takes place.

For SALAAM and Afghan Telecom customers to make and receive calls the traffic is carried by carriers, as carriers have multi connections to and from their HUBs.

#### III. Overview

##### A. Project Objective

The Voice Carrier will enable SALAAM and Afghan Telecom to carry its traffic to world's destination and also to collect traffic from different destination around the world. SALAAM and AFTEL will be paying per minute cost to carriers and carriers will be paying per minute to Salaam for inbound traffic.

Without Voice carriers SALAAM and Afghan Telecom would not be able to call to international destinations and also will be not able to receive calls from international destinations.



## IV. Responsibility Matrix

This section specifies the information and responsibilities between Operator (Afghan Telecom and Salaam) and Voice carrier (Service Provider) for originating and terminating International voice.

The Responsibility Matrix states different areas of activities within the project and clarifies the division of responsibility between both parties.

### B. Duties and Responsibilities of the Bidder:

- The bidder should make sure AFTEL platform is ready and capable of deploying the voice Service, otherwise it will be the bidder responsibility to do the deployment on those specific network nodes or elements.
- Bidder shall collect the traffic on Afghan Telecom rate and should terminate into Afghan Telecom network.
- Bidder shall provide the service in the required time frame (the carrier shall be able to start collection of traffic immediately after signing the contract).
- The bidder shall secure the link from unauthorized access.
- The bidder shall not change the original number.
- The Bidder shall provide redundant link.
- The Bidder shall successfully collect the traffic and should send to AFTEL.
- The Bidder shall provide Competitive rate and quality in the assigned region, If the Bidder failed to provide competitive rate and quality or failed to collect the traffic, AFTEL can switch to another carrier until the bidder Fix and provide competitive rate and quality.
- Bidder can change the rates once in a month.

### C. Reports required from the bidder:

- Bidders shall provide online access to the traffic reports both inbound and outbound.
- The Bidder shall also provide monthly report via online secure portal.
- Bidder shall provide the report of outbound traffic to make sure the traffic is sent via CLI route on daily basis.
- Bidders shall provide desired Quality of service report (the Report should state ASR, ACD, NER and other quality parameters) on daily and monthly basis.

#### D. Technical requirement

Compliance ( C): Provide, Installation and commissioning.

Non Compliance: (NC): Not Provide.

Clause No	Technical Requirements	Compliance ( C ) / Non Compliance (NC)	Comments
1.1.1	Afghan Telecom has its international voice gateway from gateway onward its Service Provider responsibility to carry international voice and vice versa. Bidder will be responsible for providing hardware, software & licenses without any cost to Afghan Telecom		
1.1.2	Service Provider is responsible for payment of Bandwidth needed for International Voice exchange (Outgoing - from Afghan Telecom HUB to international destination, Incoming - from international sources to Afghan Telecom HUB)		
1.1.3	Test call numbers for testing international calls throughout the world (whenever required).		
1.1.4	Provide ASR, ACD and Other QOS Parameters.		
1.1.5	Connectivity through Fiber with Afghan Telecom gateway (in Afghan Telecom office Kabul)		
1.1.6	Connectivity through SIP with Afghan Telecom IGW at Afghan Telecom Office in Kabul		
1.1.7	Telecom gateway (in Afghan Telecom office Kabul)		
1.1.8	Connectivity through Satellite) with Afghan Telecom gateway (in Afghan Telecom office Kabul).		

1.1.9	Bidder is responsible for creating a link or links between its Hub or Hubs with AFTEL office or offices and provide all necessary software, hardware and services to make this happen.		
1.1.10	The Bidder should provide all necessary Software, hardware and services to keep this link up and running.		
1.1.11	The Bidder is responsible for live link Monitoring.		
1.1.12	Provide following reports as and when required by AFTEL: <ul style="list-style-type: none"> <li>• QOS</li> <li>• Monthly Traffic inbound/Outbound</li> <li>• CLI/Non CLI</li> </ul>		
1.1.13	Service provider should monitor and should not allow their inbound traffic of those numbers which doesn't belong to Afghan Telecom using AFTEL rout.		

**E. Facilities provided by Afghan Telecom**

- Afghan Telecom shall connect the carriers to their international gateway.
- Afghan Telecom shall allow the carrier to send and receive the traffic to and from their network.
- Afghan Telecom shall provide their traffic report for monthly reconciliation and CDR in case of any dispute.
- AFTEL will provide its rates which will be charged on incoming minute.
- AFTEL have IGW (International Gateway) to connect carriers to them.
- AFTEL have IMS (IP Multimedia System) for Fix line traffic, Carrier could be connected to fix traffic via IGW.

**F. Bid Evaluation**

- The procuring Entity has the intention to select at least 5 carriers (Service Providers) for signing the contract. However, the procuring entity may decide to sign the contract with qualified carriers (service providers) that are determined to be less than 5.
- Afghan Telecom will ask carriers for rates for all destination one week ago before the start of every month, AFTEL will route traffic to the carrier which offers best rate and quality to the specific destination.

**G. Taxation:**

Afghan Telecom Will deduct 7 % BRT (Business Receipt Tax) from the bidder who are not registered in Afghanistan, and 2 % will be deducted if the bidder is registered in Afghanistan on each invoice they are paid as per taxation law of Afghanistan

**H. Contract Cancel terms**

- AFTEL can cancel the contract with the bidder if not implemented on time.
- AFTEL can terminate the contract if the bidder is unable to provide required services and required QOS.
- If the Service Provider failed to collect the traffic from the traffic sent region through the carrier, SALAAM have the right to hire another carrier.
- If the Service Provider failed to provide competitive rates and quality for outgoing traffic SALAAM will route the traffic to another carrier.
- If the carrier found during testing to send CLI calls on Non Cli route the carrier will be given notices, in case of not solving the issue in the specific time given the breach of agreement will happen and AFTEL have right to terminate the contract.

**I. Fine/penalty for Non Performance**

If the bidder failed to deliver the required services or noncompliance of any SLA (defined below) happens in delivering the service, Afghan telecom shall deduct Percentage of penalty from the bidder monthly invoice, as any short delay, noncompliance of SLA and down time can harm Afghan Telecom Image in the market and also the revenue loss or the traffic is carried out with low quality, the carrier will be fined based on below SLAs: Fine could be calculated on average of 48 Hours (Means each 48 Hours AFTEL will calculate the SLAs).

SLA and penalty calculations will be done considering traffic behavior where vendor is not responsible if SLA is not met due to User/caller behavior or Afghan Telecom network issue.

Afghan telecom have right to negotiate the promotion of any specific destination, and carrier shall promote Afghan Telecom as per mutual agreement.

Technical Support	Service Level		
	Critical	Major	Minor
Service Level	Critical	Major	Minor
Service Availability (Carrier Support)	7X24	7X24	5X8
Response Time	Live	≤15minutes	≤40minutes
CLI/Non CLI	= >10 % Non CLI	9%-6% Non CLi	5% Non Cli
ACD	<1.8	1.9 – 2.0	2.1 – 2.2
ASR	=<25%	26 - 30%	31 - 35%
Restoration Time	10minutes	1 Hours	5 calendar days
Result	If Above SLAs not meet	If Above SLAs not meet	If Above SLAs not meet
Penalty	5%	3%	2%

**J. Project Implementation**

The carriers shall be connected for at least 3 years. Afghan Telecom needs the carriers to be connected at the earliest after signing of the contract in order to start international call flow through hired carriers.

**K. Payments:**

- AFTEL will not pay the monthly/recurring or invoices, one time or any revenue shared amount to the bidder if they failed to supply the services within the given time frame
- Afghan Telecom shall process their invoices in the agreed time (normally the invoice is processed on 30/30 Basis, means 30 days' latter invoice issued).
- In case of dispute arises in settlement the invoice will be processed for undisputed amounts.

- Afghan Telecom/bidder will process invoices on the end of each month.

**L. Inspection and Monitoring:**

- AFTEL will check destinations randomly via test calls to check the call is sent via CLI or Non CLI.
- AFTEL will also check ASR ACD and NER for their outgoing traffic.

**M. Duration of the contract**

Afghan Telecom will hire carriers for Three-year duration.

**Note:** 1. one year guaranteed level of services to render by the client.

2. continuation of contract for 3 years is conditioned to availability of funds and of satisfactory performance of the service provider.

**N. Settlement of Disputes**

Both the parties agreed that no dispute shall be raised where the amount in dispute is less than two percent (2%) of the invoiced amount.

**Vendor experience**

The Bidder Experience in Services of a similar nature and size for any of the last five (5) years. (is needed to be mentioned in the Qualification of the Bidder section)

**O. Price Schedule:**

**1. Incoming Minutes**

Afghan Telecom will charge the carriers as below on each incoming Minute to AFTEL, AFTEL can change their incoming rates based on market requirements, AFTEL will notify carrier at least one-month prior written notice through Email or courier.

Collecting Inc

S.No	Country/Region	Rate/minute
1	All the world	0.11 USD

The carrier should provide the services as per below quality parameters for all the countries.

AFTEL required QOS parameters:

ASR	ACD	NER	CLI
40-50 %	2.3-5 Minute	98 %	Pure CLI

Carrier is allowed to change the rates once in a month (week ago before starting of the next month).

## 2. **Outgoing Minutes:**

Afghan Telecom will pay to the carriers on their outgoing Minute.

AFTEL can switch their outgoing traffic in each month to the best rate and quality destination in each zone, for example in the coming month we have rates from three carriers for multiple destinations, we will choose best rate and best quality from each zone to our desired destination.

The routing will take place upon receiving rates at least from four (4) carriers, if we didn't receive rates from all the carries till 1st of each month.

Destinations countries are listed below the same format should be followed in the monthly providing rate.

<b>List of countries for Outgoing traffic</b>			
<b>#</b>	<b>Country Name</b>	<b>Country Code</b>	<b>Rate (Per minute in USD)</b>
1	ALBANIA		
2	ALGERIA		
3	ANDORRA		
4	ANTIGUA AND BARBUDA		
5	ARGENTINA		
6	ARMENIA		
7	ARMENIA		
8	AUSTRALIA		
9	AUSTRIA		
10	AZERBAIJAN		

11	BAHAMAS		
12	Bahrain		
13	BANGLADESH		
14	BARBADOS		
15	BELARUS		
16	BELGIUM		
17	BELIZE		
18	BENIN		
19	BERMUDA		
20	BHUTAN		
21	BOLIVIA		
22	BOSNIA AND HERZEGOVINA		
23	BRAZIL		
24	BRUNEI		
25	BRUNEI		
26	BULGARIA		
27	BURKINA FASO		
28	BURMA		
29	BURMA		
30	BURUNDI		
31	CAMBODIA		
32	CAMEROON		
33	CANADA		
34	CAPE VERDE		
35	CENTRAL AFRICAN REPUBLIC		
36	CHAD		
37	CHILE		
38	CHINA		
39	COLOMBIA		
40	COMOROS		
41	COSTA		
42	COSTA RICA		
43	CROATIA		
44	CUBA		
45	CYPRUS		
46	CZECH REPUBLIC		
47	DENMARK		
48	DJIBOUTI		
49	DOMINICAN REPUBLIC		
50	EAST TIMOR		
51	ECUADOR		
52	EGYPT		
53	EL SALVADOR		



54	EQUATORIAL GUINEA		
55	ERITREA		
56	ESTONIA		
57	FINLAND		
58	FRANCE		
59	FRENCH GUIANA		
60	GABON		
61	GAMBIA		
62	GAMBIA		
63	GEORGIA		
64	GERMANY		
65	GHANA		
66	GIBRALTER		
67	GREECE		
68	GRENADA		
69	GUATEMALA		
70	GUINEA		
71	GUINEA-BISSAU		
72	GUYANA		
73	HAITI		
74	HONDURAS		
75	HONG Kong		
76	HUNGARY		
77	ICELAND		
78	INDIA		
79	INDONESIA		
80	IRAN		
81	IRAQ		
82	IRELAND		
83	ISRAEL		
84	ITALY		
85	JAMAICA		
86	JAPAN		
87	JORDAN		
88	KAZAKHSTAN		
89	KENYA		
90	KIRIBATI		
91	KOSOVO		
92	KUWAIT		
93	KYRGYZSTAN		
94	LAOS		
95	LATVIA		
96	LEBANON		
97	LESOTHO		
98	LIBERIA		

99	LIBYA		
100	LIECHTENSTEIN		
101	LITHUANIA		
102	LUXEMBOURG		
103	MACAO		
104	MACEDONIA (FYROM)		
105	MALAWI		
106	MALAYSIA		
107	MALDIVES		
108	MALI		
109	MALTA		
110	MAURITANIA		
111	MAURITIUS		
112	MEXICO		
113	MOLDOVA		
114	MONACO		
115	MONGOLIA		
116	MONTENEGRO		
117	MOROCCO		
118	MOZAMBIQUE		
119	MYANMAR		
120	NAMIBIA		
121	NEPAL		
122	NETHERLANDS		
123	NEW ZEALAND		
124	NICARAGUA		
125	NIGER		
126	NIGERIA		
127	NORWAY		
128	OMAN		
129	PAKISTAN		
130	PALESTINE		
131	PANAMA		
132	PARAGUAY		
133	PERU		
134	PHILIPPINES		
135	POLAND		
136	PORTUGAL		
137	Qatar		
138	REPUBLIC OF THE CONGO		
139	ROMANIA		
140	RUSSIA		
141	RWANDA		
142	RWANDA		

143	SAINT KITTS AND NEVIS		
144	SAINT LUCIA		
145	SAINT VINCENT AND THE GRENADINES		
146	SAN MARINO		
147	SÃO TOMÉ AND PRÍNCIPE		
148	SAUDI ARABIA		
149	SERBIA		
150	SEYCHELLES		
151	SEYCHELLES		
152	SINGAPORE		
153	SLOVAKIA		
154	SLOVENIA		
155	SOMALIA		
156	SOUTH AFRICA		
157	SOUTH KOREA		
158	SPAIN		
159	SRI LANKA		
160	SUDAN		
161	SURINAME		
162	SWEDEN		
163	SWITZERLAND		
164	SYRIA		
165	TAIWAN		
166	TAJKISTAN		
167	TANZANIA		
168	THAILAND		
169	TOGO		
170	TRINIDAD AND TOBAGO		
171	TUNISIA		
172	TURKEY		
173	TURKEY		
174	TURKMENISTAN		
175	UGANDA		
176	UKRAINE		
177	UNITED ARAB EMIRATES		
178	UNITED KINGDOM (UK)		
179	URUGUAY		
180	USA		
181	UZBEKISTAN		

182	VATICAN CITY (HOLY SEE)		
183	VENEZUELA		
184	VIETNAM		
185	YEMEN		
186	ZAMBIA		
187	ZIMBABWE		
188	All Satellite		
189	Rest of the world destinations		

## **2. SERVICES PERIOD**

### **Duration of the agreement**

- Afghan Telecom will hire carriers for three-year duration.

### **Performance Period:**

The carriers shall be connected for at least 3 years. Afghan Telecom needs the carriers to be connected at the earliest after signing of the contract in order to start international call flow through hired carriers.

### **3. SITE AND OTHER DATA (NOT APPLICABLE)**