



امارت اسلامی افغانستان
Afghan Telecom Corporation
Procurement Directorate

STANDARD BIDDING DOCUMENTS (SBD)

International Competitive Bidding (ICB)

PROCUREMENT OF NON CONSULTANT SERVICES

For

**Hiring of voice carriers for carrying and terminating Salaam and
Afghan Telecom International traffic**

Bidding REF No: AFTEL/NCS/ICB-002/1401

**Entity Add: Ministry of Communication and Information Technology,
Afghan Telecommunication Corporation (AFTEL)
Procurement Directorate, Muhammad Jan Khan Watt, Post
Parcel Building, 4th Floor, Kabul, Afghanistan
Budget: (Afghan Telecom Budget)
Number of Lots: One Lot
Contract type: lump sum**

Issue Date: January 2022

[INTRODUCTION]

Procurement under projects financed by public funds is carried out in accordance with policies and procedures laid down in the PL, the procurement Procedure and any other Circular or secondary legislation issued. To help Procuring Entities to contract the performance of Non-Consultant Services (services that are not classified as Consultant Services) the designed these sample bidding documents to be used for Non-Consultant Services which will hereinafter be referred to simply as "Services".

The Sample Bidding Documents in this publication have been prepared for use by Procuring Entities in the procurement of Services by International Competitive Bidding (ICB). These documents may also be adapted to National Competitive Bidding (NCB) with some changes generally necessary in the Instructions to Bidders and the Conditions of Contract.

Care should be taken to check the relevance of the provisions of the standard documents against the requirements of the specific Services to be procured. The following directions should be observed when using the documents:

- (a) *All the documents listed in the Table of Contents are normally required for the procurement of Services; however, they should be adapted as necessary to the circumstances of the particular Project.*
- (b) *Details to be provided by the Employer prior to release of the bidding documents are limited to the Invitation for Bids (User's Guide), Instructions to Bidders (Section 1), Bidding Data Sheet (Section 2), and Special Conditions of Contract (Section 7), in addition to Sections 5 and 8, which deal with Activity Schedule, Performance Specifications and Drawings, respectively. **Specific details** should be furnished in the spaces indicated by italicized notes inside brackets. Those details not filled in by the Employer are the responsibility of the Bidder.*
- (c) *These Sample Bidding Documents are intended to serve on a repetitive basis in the Islamic Republic of Afghanistan. Modifications to address specific Project or Contract needs should be provided only in the Special Conditions of Contract as amendments to the Conditions of Contract. If modifications must be made to the bidding procedures, they can be presented in the Bidding Data Sheet.*
- (d) *The foot-notes and the italic texts between brackets are not part of the text, but rather contain instructions for the user, as does and this Introduction. **They should not be incorporated in the bidding documents.** The cover should be modified as required to identify the bidding documents as to the names of the Project, Contract, and Employer, in addition to the date of issue.*
- (e) *The standard documents have been prepared for bidding where post-qualification applies; adaptations are necessary to ITB Clause 4 and corresponding Bidding Data Sheet, and Forms when prequalification has taken place. The process of prequalification of bidders is not covered in these standard documents.]*

SUMMARY DESCRIPTION

These Standard Bidding Documents for Procurement of Non-Consulting Services and its User's Guide apply either when a prequalification process has taken place before bidding or when a prequalification process has not taken place before bidding (provided alternative documents should be selected as applicable). A brief description of these documents is given below.

SBD FOR PROCUREMENT OF NON-CONSULTING SERVICES

SUMMARY

PART 1 – BIDDING PROCEDURES

SECTION 1 INSTRUCTIONS TO BIDDERS (ITB)

This Section provides relevant information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section 1 contains provisions that are to be used without modification.**

SECTION 2 BIDDING DATA SHEET (BDS)

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

SECTION 3 BIDDING FORMS

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

SECTION 4 ELIGIBLE COUNTRIES

This Section contains information regarding eligible countries.

PART 2 – ACTIVITY SCHEDULE

SECTION 5 SCHEDULE OF REQUIREMENTS

This Section contains the activity schedule.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION 6 GENERAL CONDITIONS OF CONTRACT (GCC)

This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

SECTION 7 SPECIAL CONDITIONS OF CONTRACT (SCC)

The contents of this Section supplement the General Conditions of Contract and shall be prepared by the Employer.

SECTION 8 PERFORMANCE SPECIFICATIONS AND DRAWINGS

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This section contains Specifications that are intended only as information for the Employer or the person drafting the bidding documents. **They should not be included in the final documents.**

SECTION 9 CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for **Performance Security** and **Advance Payment Security**, when required, shall only be completed by the successful Bidder after contract award.

PART I BIDDING PROCEDURES

SECTION 1 INSTRUCTION TO BIDDERS (ITB)

SECTION 2 BIDDING DATA SHEET (BDS)

SECTION 3 BIDDING FORMS

SECTION 4 ELIGIBLE COUNTRIES

SECTION 1 INSTRUCTIONS TO BIDDERS

A. GENERAL	
1. Scope of the Bid	<p>1.1 The Employer, as defined in the Bidding Data Sheet (BDS), invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is provided in the BDS.</p> <p>1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS.</p> <p>1.3 Throughout these Bidding Documents:</p> <ul style="list-style-type: none"> (a) the term "in writing" means communicated in written form (e.g. by email, fax, telex) with proof of receipt; (b) if the context so requires, "singular" means "plural" and vice versa; (c) "day" means calendar day.
2. Source of Funds	<p>2.1 The Employer 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 Purchaser intends to apply a portion of the public funds as to eligible payments under the contract for which this Bidding Documents are issued.</p> <p>For the purpose of this provision, "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. Eligible Bidders	<p>3.1 The bidder and his / her partners have the citizenship of any country by observing, restrictions in the BDS. If the bidder, contractor and a subcontractor, resident, or registered in a country or operates in accordance with the laws of that country, he is considered a citizen of that country. The origin of any materials, equipment and services to perform this contract are eligible from the country. Any materials, equipment, and Services to be used in the performance of the Contract shall have their origin in eligible source countries.</p> <p>3.2 All bidders shall provide in Section 3, Bidding Forms, a statement that the Bidder, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other</p>

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	<p>documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Procuring Entity to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.</p> <p>3.3 Government-owned enterprises in the Islamic Republic of Afghanistan may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Employer.</p> <p>3.4 Strictly prohibited to make any withdrawal from the project budget for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the GoA, is prohibited by a decision of the United Nations Security Council, taken under Chapter VII of the Charter of the United Nations.</p> <p>3.5 The entity may not be award a contract with a debarred or under the debar bidders. The list of debarred and under debarment bidders can be downloaded from the website of the National Procurement authority.</p>
<p>4. Qualification of the Bidder</p>	<p>4.1 All bidders shall provide in Section 3, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.</p> <p>4.2 All bidders shall include the following information and documents with their bids in Section 3, unless otherwise stated in the BDS:</p> <ul style="list-style-type: none">(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;(b) total monetary value of Services performed for any of the last five (5) years;(c) experience in Services of a similar nature and size for any of the last five (5) years, and details of non- consultancy Services performed or ongoing (70% completed) under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;(d) list of major items of equipment proposed to carry out the Contract;(e) qualifications and experience of key site management and technical personnel proposed for the Contract;

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	<ul style="list-style-type: none">(f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five (5) years;(g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);(h) authority to the Employer to seek references from the Bidder's bankers;(i) information regarding any litigation, current or during the last five (5) years, in which the Bidder is involved, the parties concerned, and disputed amount; and(j) Information about the award of subcontract
	<p>4.3 In procurement of renting properties different criteria may not be considered</p>
	<p>4.4 Bids submitted by a joint venture of two (2) or more firms as partners shall comply with the following requirements, unless otherwise stated in the BDS:</p> <ul style="list-style-type: none">(a) the Bid shall include all the information listed in ITB Sub-Clause 4.2 above for each joint venture partner;(b) the Bid shall be signed so as to be legally binding on all partners;(c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;(d) one (1) of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and(e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
	<p>4.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:</p> <ul style="list-style-type: none">(a) annual turnover volume of Services of at least the amount specified in the BDS;(b) experience as prime contractor in the provision of at least one (1) service contracts of a nature and complexity equivalent to the Services over the last five (5) years (to comply with this

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	<p>requirement, Services contracts cited should be at least seventy (70) percent complete) as specified in the BDS; the contract under dispute or the dispute amount is 10 percent of total contract price shall not have considered as a similar experience.</p> <p>(c) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the BDS.</p> <p>4.6 The entity may determine qualification criteria renting proprieties according to the nature of the procurement determined.</p> <p>A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.</p> <p>4.7 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 4.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least forty (40) percent of those minimum criteria for an individual Bidder and other partners at least twenty-five (25) percent of the criteria. The total eligibility figures of the partners must meet at least (100) percent of the eligibility criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid.</p> <p>4.8 Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise stated in the BDS.</p>
<p>5. One Bid per Bidder</p>	<p>5.1 Each Bidder shall submit only one (1) Bid, either individually or as a partner in a joint venture. A Bidder who submits more than one (1) Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.</p>
<p>6. Cost of bidding</p>	<p>6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.</p>
<p>7. Site Visit</p>	<p>7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.</p>

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B. BIDDING DOCUMENTS	
8. Content of Bidding Documents	<p>8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 10:</p> <p style="margin-left: 40px;">Section 1 Instructions to Bidders</p> <p style="margin-left: 40px;">Section 2 Bidding Data Sheet</p> <p style="margin-left: 40px;">Section 3 Bidding Forms</p> <p style="margin-left: 40px;">Section 4 Eligible Countries</p> <p style="margin-left: 40px;">Section 5 Activity Schedule</p> <p style="margin-left: 40px;">Section 6 General Conditions of Contract</p> <p style="margin-left: 40px;">Section 7 Special Conditions of Contract</p> <p style="margin-left: 40px;">Section 8 Performance Specifications and Drawings (if applicable)</p> <p style="margin-left: 40px;">Section 9 Contract Forms</p> <p>8.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections 3, 5, and 9 should be completed and returned with the Bid in the number of copies specified in the BDS.</p>
9. Clarification of Bidding Documents	<p>9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by email at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than fourteen (10) days prior to the deadline for submission of bids. The purchaser must respond to any request for clarification within 5 days of receipt. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.</p> <p>9.2 To clarify issues and to answer questions on any matter arising in the Bidding Documents, the Employer may, if stated in the BDS, invite prospective Bidders to attend a Pre-Bidding Meeting at the place, date and time as specified in the BDS. Bidders are encouraged to attend the meeting if it is held. The Bidder is requested to submit any questions in writing so as to reach the Employer not later than five (5) days prior to the date of the meeting. 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 purchased the Bidding Documents.</p>

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<p>10. Amendment of Bidding Documents</p>	<p>10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.</p>
	<p>10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by email to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by email to the Employer.</p>
	<p>10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 20.2 below.</p>
<p>C. PREPARATION OF BIDS</p>	
<p>11. Language of the Bid</p>	<p>11.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in the language specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.</p>
<p>12. Document Comprising the Bid</p>	<p>12.1 The Bid submitted by the Bidder shall comprise the following:</p> <ul style="list-style-type: none"> (a) The Form of Bid (in the format indicated in Section 3); (b) Bid Security; (c) Priced Activity Schedule; (d) Qualification Information Form and Documents; (e) Alternative offers where invited; and (f) Any other materials required to be completed and submitted by bidders, as specified in the BDS.
	<p>12.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract.</p>
<p>13. Bid Prices</p>	<p>13.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section 8, based on the priced Activity Schedule, Section 5, submitted by the Bidder.</p>
	<p>13.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section</p>

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	<p>8 and listed in the Activity Schedule, Section 5. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.</p>
	<p>13.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, shall be included in the total Bid price submitted by the Bidder.</p>
	<p>13.4 If provided for in the BDS, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.</p>
	<p>13.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract.</p>
<p>14. Currencies of Bid and Payment</p>	<p>14.1 The lump sum price shall be quoted by the Bidder in Afghanis, unless specified otherwise in the BDS.</p>
<p>15. Bid Validity</p>	<p>15.1 Bids shall remain valid for the period specified in the BDS. In national competitive bidding bid validity shall not be less than (90) days. In international competitive bidding bid validity shall be at least (120) days.</p> <p>In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by email. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 16 in all respects.</p>
<p>16. Bid Security</p>	<p>16.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as specified in the BDS.</p> <p>16.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of the Employer's Country or a freely convertible currency, and shall:</p>

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	<ul style="list-style-type: none">(a) In cash, or at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution;(b) be issued by a reputable institution selected by the bidder and located in any eligible country;(c) be substantially in accordance with one of the forms of Bid Security included in Section 9, Contract Forms, or other form approved by the Employer prior to bid submission;(d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 16.5 are invoked;(e) be submitted in its original form; copies will not be accepted;
	<p>16.3 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 Sub-Clause 15.2.</p> <p>16.4 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 16.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 16.1, shall be rejected by the Employer as non-responsive.</p>
	<p>16.5 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 34.</p>
	<p>16.6 The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none">(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 15.2; or(b) if a Bidder refuses to accept a correction of an arithmetical error appearing on the face of the bid;(c) if a Bidder had provided bogus information about his/her eligibility; ITB Sub-Clause 27.2; or(d) Avoiding the successful bidder from award of the contract during a certain period;(e) Failure to provide a performance security by the successful bidder;(f) In case of deprivation of the bidders due to violation in this bidding.

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	<p>16.7 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.</p>
<p>17. Alternative Proposals by Bidders</p>	<p>17.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.</p>
	<p>17.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.</p>
	<p>17.3 Except as provided under ITB Sub-Clause 17.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.</p>
	<p>17.4 When bidders are permitted in the BDS to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section 8. In such case, the method for evaluating such alternatives will be as indicated in the BDS.</p>
<p>18. Format and Signing of Bid</p>	<p>18.1 The Bidder shall prepare one original of the documents comprising as described in ITB Clause 12 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL". In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS, and clearly marked as "COPIES". In the event of discrepancy between them, the original shall prevail.</p>
	<p>18.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.2(a) or 4.3(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.</p>

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	<p>18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.</p> <p>18.4 No changes or add to the bids will be not accept however it is in accordance with the instructions of the entity or to correct errors. In this case, the correction of errors will be signed by the person who signed the bids.</p>
<p>D. SUBMISSION OF BIDS</p>	
<p>19. Sealing and Marking the Bids</p>	<p>19.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".</p>
	<p>19.2 The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> (a) be addressed to the Employer at the address provided in the BDS; (b) bear the name and identification number of the Contract as defined in the BDS and Special Conditions of Contract; and
	<p>19.3 In addition to the identification required in ITB Sub-Clause 19.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.</p>
	<p>19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.</p>
<p>20. Deadline for submission of Bids</p>	<p>20.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the BDS.</p>
	<p>20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.</p>
<p>21. Late Bids</p>	<p>21.1 Any Bid received by the Employer after the deadline will be returned unopened to the Bidder.</p>
<p>22. Modification and Withdrawal of Bid</p>	<p>22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline.</p>
	<p>22.2 Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 18 and 19,</p>

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	with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.
	22.3 No Bid may be modified after the deadline for submission of Bids.
	22.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16 may result in the forfeiture of the Bid Security pursuant to ITB Clause 16.
	22.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.
E. BID OPENING AND EVALUATION	
23. Bid Opening	23.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 22, in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the BDS.
	23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.
	23.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 21; Bids, and modifications, sent pursuant to ITB Clause 22 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
	23.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.
	23.5 Bid opening proceeding shall be recorded in NPA standard forms and will be covered by sticky transparent plastic.

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24. Process to be Confidential	<p>24.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed ITB Sub-Clause 33 .4 to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.</p> <p>If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.</p>
25. Clarification of Bids	<p>25.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by email, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids.</p> <p>Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.</p>
26. Examination of Bids and Determination of Responsiveness	<p>26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid</p> <ul style="list-style-type: none">(a) meets the eligibility criteria defined in ITB Clause 3;(b) has been properly signed;(c) It has accompanied by the bid securities;(d) is substantially responsive to the requirements of the bidding documents. <p>26.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one</p> <ul style="list-style-type: none">(a) which affects in any substantial way the scope, quality, or performance of the Services;(b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract;

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	26.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
	26.4 No negotiations may take place with the lowest bidder or other bidders.
	26.5 The bidder is not responsive for the conditions that are not mentioned in the bidding document and are provided by the entity as a condition for concluding the contract.
27. Correction of Errors	27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: A- if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
	27.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 16.5(b).
28. Currency for Bid Evaluation	28.1 The Employer will convert the amounts in various currencies in which the Bid Price, the currency of the Employer's country at the selling rates established for similar transactions by the authority specified in the BDS on the date stipulated in the BDS , for the amount payable in the currency of the Employer's country;
29. Evaluation and Comparison of Bids	29.1 The Employer will evaluate and only the bid determined to be the lowest price it's substantially responsiveness in accordance with ITB Clause 26.
	29.2 If the lowest price bid determines to be responsive, the evaluation committee will conclude the evaluation process and will present evaluation report to the award authority. Otherwise, evaluation committee will conduct technical evaluation on the second lowest bid.
	29.3 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

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	<ul style="list-style-type: none"> (a) making any correction for errors pursuant to ITB Clause 27; (b) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 17; and (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 22.5.
	<p>29.4 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.</p>
	<p>29.5 The estimated effect of any price adjustment conditions under Sub-Clause 6.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.</p>
	<p>29.6 If the bidding includes more than one lots, the entity will apply discount offer by the bidders to reduce the bid price.</p>
<p>30. Preference for Domestic Bidders</p>	<p>30.1 Domestic preference shall apply in the light of the fourth provision of the Procurement Procedure</p>
<p>F. AWARD OF CONTRACT</p>	
<p>31. Award Criteria</p>	<p>31.1 Subject to ITB Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price.</p> <p>31.2 If the bidding document includes more than one lots, the entity will apply discount offer by the bidders to reduce the bid price.</p>
<p>32. Employer's Right to Accept any Bid and to Reject any or all Bids</p>	<p>32.1 Notwithstanding ITB Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.</p>

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33. Notification of Award and Signing of Agreement	<p>33.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period written or by email, or facsimile confirmed by registered letter from the Employer. This letter (hereinafter and in the Conditions of Contract called the "LETTER OF ACCEPTANCE") will state the sum that the Employer will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the "CONTRACT PRICE").</p>
	<p>33.2 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within (10) days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 34.</p>
	<p>33.3 Upon fulfillment of ITB Sub-Clause 33.3, the Employer will promptly notify the unsuccessful Bidders the name of the winning Bidder and that their bid security will be returned as promptly as possible.</p>
34. Performance Security	<p>34.1 Within ten (10) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form stipulated in the BDS, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.</p>
	<p>34.2 The Performance Security provided by the successful Bidder in the form of a Bank Guarantee, shall be issued either (a) at the Bidder's option, by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the agreement of the Employer directly by a foreign bank acceptable to the Employer.</p>
	<p>34.3 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.</p>
35. Advance Payment and Security	<p>35.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the general Conditions of Contract, subject to the amount stated in the BDS.</p>
36. Adjudicator	<p>36.1 The contract dispute resolution body will be specified in special condition of contract.</p>

<p>37. Corrupt and Fraudulent Practices</p>	<p>37.1 It is the Government's policy to require that Purchasers, as well as Bidders, Suppliers, and Contractors and their subcontractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts¹. In pursuance of this policy, the Government:</p> <p>(a) Defines, for the purpose of this provision, the terms set forth as follows:</p> <p>(i) "CORRUPT PRACTICE" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;</p> <p>(ii) "FRAUDULENT PRACTICE" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party³ to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) "COLLUSIVE PRACTICE" is an arrangement between two or more parties⁴ designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(iv) "COERCIVE PRACTICE" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party⁵ or the property of the party to influence improperly the actions of a party;</p> <p>(v) "OBSTRUCTIVE PRACTICE" is:</p> <ul style="list-style-type: none">• 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.
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¹ 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.

² "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.

³ 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.

⁴ "PARTIES" refers to participants in the procurement process (including officials) attempting to establish Bid prices at artificial, non competitive levels.

⁵ a "PARTY" refers to a participant in the procurement process or contract execution.

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	<ul style="list-style-type: none">(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 sanction and prosecute any procurement official if it finds out that at any time that representative of the procuring entity engaged in corrupt, fraudulent, collusive, or practices during the procurement or the execution of the 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 GoA 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 GoA financed contract; and(e) will have the right to require that a provision be included in bidding documents and in contracts financed by the entity, 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.
	37.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.

SECTION 2 BIDDING DATA SHEET

ITB Clause	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. GENERAL	
ITB 1.1	The Employer is: Afghan Telecommunication Company
	The name and identification number of the Contract is: Procurement of Hiring of voice carriers for carrying and terminating Salaam and Afghan Telecom International traffic Bidding REF No: AFTEL/NCS/ICB-002/1401
ITB 1.2	The Intended Completion Date is: three (3) years
ITB 2.1	The Project is: Procurement of Hiring of voice carriers for carrying and terminating Salaam and Afghan Telecom International traffic
	The public funds are identified as: Afghan Telecom Budget
ITB 4.2	<p>The Qualification Information and Bidding forms to be submitted are as follows:</p> <ol style="list-style-type: none"> 1- Copy of valid business license, 2- Document indicating their eligibility, 3- The carrier shall have at least 2 POP (Point of presence) around the world, 4- The bidder shall provide ownership document or document of Partnership of that PoP. 5- Tax Clearance Confirmation of last round, 6- Commitment letter for not being bankrupt, 7- Commitment letter for not being in conflict of interest and Commitment letter for they have not been debarred due to violation in business during the last two years, manufacture authorization letter, Bidders must stamp all pages of bid document, Price schedule and the bidder's information form must be filled and signed by authorized person. 8- <i>All pending litigation shall in total not represent more than [10% Twenty Five Percent] of the Applicant's net worth and shall be treated as resolved against the Applicant</i>
ITB 4.3	Not Applicable
ITB 4.4	The qualification criteria in Sub-Clause 4.4 are modified as follows: N/A

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ITB 4.5(a)	<p>Average Annual Services Turnover:</p> <p>Minimum average annual Services turnover of US\$ [1,800,000 USD], calculated as total certified payments received for contracts in progress or completed, within the last [Five] years</p>
ITB 4.5(b)	<p>A:</p> <p>1- The carrier shall have their experience documents that they are the actual (Prime) voice carrier, the carrier shall attach at least [one] contract within the last [Five] years, with a value of at least [900,000 USD], or</p> <p>[Two] contracts with a value of at least [1,500,000 USD], 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> <p>B:</p> <p>For the above or other contracts executed during the period, a minimum Services experience in the following key activities: [Being Voice Carriers for Carrying and Terminating International Traffic]</p>
ITB 4.5(c)	<p>Financial Performance:</p> <p>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 [Five] years to demonstrate:</p> <p>(a) the current soundness of the applicant's financial position and its prospective long term profitability, and</p> <p>(b) Capacity to have a cash flow amount of US\$ [375,000 USD] or equivalent amount</p>
ITB 4.5(e)	<p>The essential equipment to be made available for the Contract by the successful Bidder shall be: N/A</p>
ITB 5	<p>Subcontractors' experience to be taken into account is: N/A</p>

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B. BIDDING DATA	
ITB 8.2 and 18.1	The number of copies of the Bid to be completed and returned shall be: One original + one copy + Soft in USB
ITB 9.1	For <u>Clarification of Bid purposes</u> only, the procuring entity's address is: Attention: S. Karimullah Akramy General Procurement Facilitation Manager Afghan Telecom Corporation 4 th floor, post parcel building Muhammad Jan Khan Watt Kabul, Afghanistan Contact No; +93 (0) 749416643 E-mail; s.akramy@afghantelecom.af Copy to: b.haidari@afghantelecom.af Requests for clarification should be received by the Employer no later than: 10 days prior to bid submission date.
ITB 9.2 and	The Pre-Bidding meeting shall be held at: N/A
C. PREPARATION OF BIDS	
ITB 11.1	Language of the bid: English
ITB 12.1	The additional materials required to be completed and submitted are: <ul style="list-style-type: none">• The Form of Bid (in the format indicated in Section 3);• Bid Security;• Qualification Information Form and Documents.
ITB 13.4	The Contract shall not be subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract.
ITB 14.1(a)	Local inputs shall be quoted in: N/A
ITB 15.1	The period of Bid validity shall be 120 days after the deadline for Bid submission specified in the BDS.
ITB 16.1	The Bidder shall provide: Bid Security in the form of bank guarantee in the amount and validity specified in BDS.

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ITB 16.2	<p>The amount of Bid Security shall be USD 60,000 or an equivalent amount in a freely-convertible currency.</p> <p>Bid shall include a Bid security in form of Bank Guarantee issued by bank in the format included in Section 3 Bidding Forms.</p> <p>The Bid Security shall remain valid for a period of 28 days beyond the validity period of the bids i.e. 148 days from bid submission deadline date or extended bid submission deadline date, if extended.</p> <p>Note: - The bid security shall be submitted in original form. Photo copies/ Scanned copies will not be accepted;</p> <p>Bid-Securing Declaration and other types of Bid security are not acceptable.</p>
ITB 17.1	Alternative bids Shall not be permitted.
ITB 17.2	<p>Alternative times for completion Shall not be permitted. If permitted, the range of acceptable completion time is: N/A</p> <p>If alternative times for completion are permitted, the evaluation method will be as follows: N/A</p>
ITB 17.4	<p>Alternative technical solutions shall be permitted for the following parts of the Services: N/A</p> <p>If alternative technical solutions are permitted, the evaluation method will be as follows: N/A</p>
D. SUBMISSION OF BIDS	
ITB 19.1	<p>Bidder may submit their bids by mail or by hand: The bidder permitted to submit bids by electronic due to force major (Afghanistan), taking care of adequacy and maintains of integrity, confidentiality and authenticity of the bids submitted and the bidders are bound on their bids.</p> <p>Or</p> <p>In such case, if the bidder wondering the disclosure of their bids, the bidder may authorize some local person who have trust on him to submit their bids on the deadline submission as stipulated in ITB 23.1 and the email of main bidder to authorized person should be submitted along with the offer.</p> <p>Note: The procurement department will not take the responsibility in any circumstances if any claim raised by the bidders.</p>
ITB 19.2	<p>The Employer's address for the purpose of Bid submission is: Muhammad Jan Khan Watt, Post Parcel Building, 4th Floor, Afghan Telecommunication Corporation (AFTEL) Kabul, Afghanistan</p> <p>For identification of the bid the envelopes should indicate:</p>

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	<p>Contract: Procurement of Hiring of voice carriers for carrying and terminating Salaam and Afghan Telecom International traffic</p> <p>Bid / Contract Number: AFTEL/NCS/ICB-002/1401</p>
ITB 20.1	<p>The deadline for submission of bids shall be:</p> <p>Date: February 14, 2022</p> <p>Time: 10:00 AM hrs Kabul time</p> <p>Note: In case the specified date of bid opening is declared a holiday for the purchaser, the bids shall be opened at the specified time on the next working day.</p>
E. BID OPENING AND EVALUATION	
ITB 23.1	<p>Bids will be opened at 10:00 am, Kabul Local Time] of the day February 14, 2022 at the following address:</p> <p>Address: 4th Floor, Afghan Telecom Corporation, Post Parcel Building, Ministry of IT, Muhammad Jan Khan Watt</p> <p>Contact Person: S. Karimullah Akramy, General Procurement Facilitation Manager</p> <p>Phone: +93 (0) 210-9184</p> <p>Electronic mail address: s.akramy@afghantelecom.af or b.haidari@afghantelecom.af</p>
ITB 26.1	<p>Prior to the detailed evaluation of bids, the Employer will determine whether each Bid</p> <ul style="list-style-type: none"> (a) Meets the eligibility criteria defined in ITB Clause 3; (b) Has been properly signed; (c) It has accompanied by the bid securities; (d) Is substantially responsive to the requirements of the bidding documents. (e) Afghan Telecom will selected at least three (3) qualified carriers for signing the contract. (f) 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.
ITB 28.1	<p>Currency chosen for the purpose of converting to a common currency: is USD</p> <p>Source of exchange rate: Da Afghanistan Bank</p> <p>Exchange rate date: The date of the bid submission (Transfer</p>

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	selling Rate)
F. AWARD OF CONTRACT	
ITB 34.1	The Performance Security acceptable to the Employer shall be the in the Standard Form of: an unconditional Bank Guarantee for an amount of 6 % (six percent) of the Contract Price
ITB 35.1	The Advance Payment shall be of <i>[/]</i> percent of the Contract Price. Not Applicable.

SECTION 3 BIDDING FORMS

TABLE OF FORMS

Bid submission Form

Qualification Information

Price Schedule (Not Applicable)

Bid Security

Bid-Securing Declaration

BID SUBMISSION 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.]

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

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

Pages *[Insert the number of page]* of *[Insert the total number of 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 non-consultancy Services *[Insert a brief description of the non-consultancy Services];*
3. The total price of our Bid, excluding any discounts offered 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 24.2, 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 of 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;

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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:

QUALIFICATION INFORMATION

1. Individual Bidders or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
 Place of registration: *[insert]*
 Principal place of business: *[insert]*
 Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in five (5) years, in the internationally traded currency specified in the BDS: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five (5) years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

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

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 4.3(c).

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

	1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 4.3(e) and GCC Clause 9.1.

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

1.6 Proposed subcontracts and firms involved.

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

	<p>1.7 Financial reports for the last five (5) years: balance sheets, profit and loss statements, auditors' reports, etc. <i>[List below and attach copies]</i></p> <p>1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. <i>[List below and attach copies of support documents.]</i></p> <p>We certify/confirm that we comply with eligibility requirements as per ITB Clause 3.</p> <p>1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.</p> <p>1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.</p>
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Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

	<p>1.11 Statement of compliance with the requirements of ITB Sub-Clause 3.2.</p> <p>1.12 Proposed Program (service work method and schedule).</p>
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	Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.
2. Joint Ventures	<p>2.1 The information listed in 1.1 to 1.11 above shall be provided for each partner of the joint venture.</p> <p>2.2 The information in 1.12 above shall be provided for the joint venture.</p> <p>2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.</p> <p>2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:</p> <ul style="list-style-type: none">(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;(b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and(c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
3. Additional Requirements	<p>3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 4.1, if applicable.</p>

BID SECURITY: BANK GUARANTEE

Invitation for 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]*

Pages *[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, for the execution of *[Insert the Name of contract]* under Invitation for Bids No. *[Insert the FFB number]*.

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
- (b) Does not accept the correction of arithmetic errors in the table of prices of the offer
- (c) Avoiding the signing of contract as per the requirements of the bidding document and request for proposal by the successful bidder
- (d) Not providing the contract execution guarantee as per the requirements of the bidding document by the successful bidder
- (e) In case of the debarment of the bidder for violation in the bidding process pursuant the provisions of article 49 of this law.

This guarantee shall become invalid in the following circumstances;

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- (f) If the bidder is the winner, on receiving offer guarantee, the signing of contract as per the
- (g) If the bidder is not the winner, on (1) signing contract with the successful bidder, or (2) 28 days after the end of offer validation period, including offer validation extension period (insert offer end date)

As a result, any request for the payment under this guarantee should have been obtained before the above-mentioned date.

This guarantee is subjected to regulation number 758 issued by the International Trade Chambers.

Signature: (the responsible officer should sign here)

Stamp: (it should be stamped)

BID SECURITY: BID-SECURING DECLARATION
Not Applicable

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

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

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

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 Purchaser 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 Purchaser 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

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

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

In the capacity of *[Insert the legal capacity of the person signing the Bid-Securing Declaration]*

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]*

Corporate Seal *[Insert the Corporate Seal, when appropriate]*

[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.]

SECTION 4 ELIGIBLE COUNTRIES

ELIGIBILITY FOR THE PROVISION OF GOODS, WORKS AND SERVICES IN PUBLIC FUNDS FINANCED PROCUREMENT

The entity permits firms and individuals from all countries to offer goods, works and services for Public Funds Financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

- (a) as a matter of law or official regulation, the Islamic Republic of Afghanistan prohibits commercial relations with that Country, provided that the entity is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works 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 Procuring Entity's country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

For the information of bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

- (a) With reference to national legislation:

[List all the countries]

- (b) With reference to international commitments:

[List all the countries]

PART II ACTIVITY SCHEDULE

SECTION 5 ACTIVITY SCHEDULE

SECTION 5 ACTIVITY SCHEDULE

Terms of Reference (TOR) – Hiring of Voice Carriers for Carrying and terminating Salaam and Afghan Telecom International traffic

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I. Introduction:

Afghan Telecom intends to acquire an 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 the amount for the traffic the operators is sending to them, and the carrier is charged for the traffic they are sending to the 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 the world's destination and also to collect traffic from different destinations around the world. SALAAM and AFTEL will be paying per-minute costs 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.

A. Duties and Responsibilities of the Bidder:

No	Responsibilities	AFTEL/S ALAAM	Service Provider
1	The bidder should make sure AFTEL platform is ready and capable of deploying the voice Service, otherwise it will be the bidder's responsibility to do the deployment on those specific network nodes or elements.		√
2	Bidder shall collect the traffic on Afghan Telecom rate and should terminate into Afghan Telecom network.		√

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3	Bidder shall provide the service in the required time frame (the carrier shall be able to start a collection of traffic immediately after signing the contract).		√
4	The bidder shall secure the link from unauthorized access.		√
5	The bidder shall not change the original number.		√
6	The Bidder shall provide a redundant link.		√
7	The Bidder shall successfully collect the traffic and should send it to AFTEL.		√
8	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.		√
9	Bidder should provide the outgoing rates once in a month.		√

B. Reports required from the bidder:

- Bidders shall provide online access to the traffic reports both inbound and outbound.
- The Bidder shall also provide monthly reports via an 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 a daily and monthly basis.

C. 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		

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	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 provides 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 the following reports as and when required by AFTEL: <ul style="list-style-type: none"> • QoS • Monthly Traffic inbound/Outbound • CLI/Non-CLI 		
1.1.13	The service provider should monitor and should not allow their inbound traffic of those numbers which doesn't belong to Afghan Telecom using the AFTEL route.		

D. 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 the incoming minute.
- AFTEL has IGW (International Gateway) to connect carriers to them.
- AFTEL has IMS (IP Multimedia System) for Fix line traffic, Carrier could be connected to fix traffic via IGW.

E. Bid Evaluation:

- Afghan Telecom will select at least 3 qualified carriers for signing the contract.
- Afghan Telecom will ask carriers for rates for all destinations one week ago before the start of every month, AFTEL will route traffic to the carrier which offers the best rate and quality to the specific destination.

F. Taxation:

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

G. 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 the required services and required QOS.
- If the Service Provider failed to collect the traffic from the traffic sent region through the carrier, SALAAM has 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 the right to terminate the contract.

H. Term: Renewal:

The term of this agreement shall commence on the Effective Date and it will continue for three (3) years. after the initial term, AFTEL will extend the contract as per the requirement on a semiannual basis (Six months). The term "Term" as used herein refers to the initial and any renewal thereof. Either party may terminate the Agreement at the expiration of the Initial Term and thereafter on sixty (60) days written notice prior to the end of the renewal Term.

Note: 1. Three years guaranteed level of services to render by the client.
2. continuation of the contract for 3 years is conditioned to availability of funds and of satisfactory performance of the service provider.

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 downtime can

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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 the average of 48 Hours (Means each 48 Hours AFTEL will calculate the SLAs).

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

Afghan telecom has the right to negotiate the promotion of any specific destination, and the 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 do not meet	If Above SLAs do not meet	If Above SLAs do not meet
Penalty	5%	3%	2%

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 the contract in order to start international call flow through hired carriers.

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 a 30/30 basis, which means 30 days' later invoice issued).
- In case of a dispute arises in settlement the invoice will be processed for undisputed amounts.
- Afghan Telecom/bidder will process invoices at the end of each month.

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.

Duration of the contract:

Afghan Telecom will hire carriers for a Three-years 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 the contract in order to start international call flow through hired carriers.

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)

Training:

The Service Provider shall provide 7 days of training in 2nd Country about the International Voice Services to 4 Personnel of AFTEL who will be introduced by AFTEL.

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 the carrier at least one month before 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 the below quality parameters for all the countries.

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AFTEL required QOS parameters:

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

2. Outgoing Minutes:

Afghan Telecom will pay the carriers on their outgoing Minute.

AFTEL can switch their outgoing traffic 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 the best rate and best quality from each zone to our desired destination.

The routing will take place upon receiving rates of more than 2 carriers if we didn't receive rates from all the carriers till the 1st of each month.

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

List of countries for Outgoing traffic			
#	Country Name	Country Code	Rate (Per minute in USD)
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		

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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		

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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		

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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		

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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		

PART III CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION 6	GENERAL CONDITIONS OF CONTRACT
SECTION 7	SPECIAL CONDITIONS OF CONTRACT
SECTION 8	PERFORMANCE SPECIFICATIONS AND DRAWINGS
SECTION 9	CONTRACT FORMS

SECTION 6 GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

SECTION 6 GENERAL CONDITIONS OF CONTRACT

1. GENERAL CONDITIONS	
1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none">(a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.(b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid.(c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer.(d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract.(e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6.(f) "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.(g) "Entity" The party to the contract contents of special condition of the contract.(h) Day: Means the calendar day.(i) "Foreign Currency" means any currency other than the currency of the Islamic Republic of Afghanistan.(j) "GCC" means these General Conditions of Contract.(k) "SCC" means these Special condition of contract.(l) "Government" means the Government of the Islamic Republic of Afghanistan.(m) "Local Currency" means the currency of the Islamic Republic of Afghanistan.(n) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SCC

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	<p>to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract.</p> <p>(o) "Contract party" Entity is the provider services.</p> <p>(p) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof.</p> <p>(q) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer.</p> <p>(r) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer.</p> <p>(s) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.</p> <p>(t) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.</p>
<p>1.2 Applicable Law</p>	<p>The Contract shall be interpreted in accordance with the laws of the Employer's country, unless otherwise specified in the Special Conditions of Contract (SCC).</p>
<p>1.3 Language</p>	<p>This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</p>
<p>1.4 Notices</p>	<p>Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.</p>
<p>1.5 Location</p>	<p>The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.</p>
<p>1.6 Authorized Representatives</p>	<p>Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the SCC.</p>

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<p>1.7 Inspection and Audit by the entity</p>	<p>The Service Provider shall permit the entity to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the entity, if so required by the entity.</p>
<p>1.8 Taxes and Duties</p>	<p>The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.</p>
<p>2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT</p>	
<p>2.1 Effectiveness of Contract</p>	<p>This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC.</p>
<p>2.2 Commencement of Services</p>	
<p>2.2.1 Program</p>	<p>1 Work Plan: Prior to the commencement of the service, the Contractor shall submit to the entity a work plan containing the general procedures, arrangements, priorities and timing of all activities for approval. Services are provided according to the work plan approved by the entity (if necessary).</p>
<p>2.2.2 Starting Date</p>	<p>The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.</p>
<p>2.3 Intended Completion Date</p>	<p>Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.</p>
<p>2.4 Modification</p>	<p>Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the entity has been obtained.</p>
<p>2.5 Force Majeure</p>	
<p>2.5.1 Definition</p>	<p>For the purposes of this Contract, "<i>Force Majeure</i>" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p>
<p>2.5.2 No Breach of</p>	<p>The failure of a Party to fulfill any of its obligations under the</p>

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Contract	contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of <i>Force Majeure</i> , provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.5.3 Extension of Time	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of <i>Force Majeure</i> .
2.5.4 Payments	During the period of their inability to perform the Services as a result of an event of <i>Force Majeure</i> , the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
2.6 Termination	
2.6.1 By the Entity	<p>The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Sub-Clause 2.6.1</p> <ul style="list-style-type: none">(a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;(b) if the Service Provider become insolvent or bankrupt;(c) if, as the result of <i>Force Majeure</i>, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or(d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

	<p>For the purposes of this Sub-Clause:</p> <p>(i) "CORRUPT PRACTICE" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁶;</p> <p>(ii) "FRAUDULENT PRACTICE" is any actor omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party⁷ to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) "COLLUSIVE PRACTICE" is an arrangement between two or more parties⁸ designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(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 party⁹;</p> <p>(v) "OBSTRUCTIVE PRACTICE" is:</p> <ul style="list-style-type: none">• 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>(vi) "Compulsion practices" Threats or harms to procurement and contract management staff or other bidders in order to directly or indirectly influence their actions.</p>
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⁶ "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 organisations taking or reviewing procurement decisions.

⁷ 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 or contract execution.

⁸ "PARTIES" refers to participants in the procurement process (including public officials) attempting to establish Bid prices at artificial, non competitive levels.

⁹ a "PARTY" refers to a participant in the procurement process or contract execution.

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	<p>(vii) "Create disturbances and obstacles practice" It is the destruction, falsification, alteration or concealment of documents and incorrect statements in the procurement process or related evaluation matters.</p> <p>(viii) The entity shall reject the bid to award the contract to the successful bidder who has committed corruption, fraud, collusion, coercion or disruption of the bidding process directly or through a representative.</p> <p>(ix) In case of corruption entity, fraud, collusion, coercion and disruption of the procurement process by the employee of the department shall refer the matter to the relevant authorities as soon as possible.</p> <p>(x) The entity deprives the bidder or the contractor from participating in the procurement stages in case of committing the acts mentioned in clause (1) of section 49 of the Procurement law</p> <p>(xi) The bidder, contractor and subcontractor is obliged to provide the terrain for auditing and reviewing the accounts, notes and other documents related to the submission of the bids and execution of the contract by the auditor in charge of the entity.</p>
<p>2.6.2 Payment Upon Termination</p>	<p>Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 , the Employer shall make the following payments to the Service Provider:</p> <p>(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;</p>
<p align="center">3. OBLIGATIONS OF THE CONTRACTOR</p>	
<p>3.1 General</p>	<p>The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's</p>

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	legitimate interests in any dealings with Subcontractors or third parties.
3.2 Conflict of Interests	
3.2.1 Service Provider Not to Benefit from Commissions and Discounts	The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider’s sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.
3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project	The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
3.2.3 Prohibition of Conflicting Activities	Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities: <ul style="list-style-type: none"> (a) during the term of this Contract, any business or professional activities in the Government’s country which would conflict with the activities assigned to them under this Contract; (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract; (c) after the termination of this Contract, such other activities as may be specified in the SCC.
3.3 Confidentiality	The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer’s business without the prior written consent of the Employer.
3.4 Insurance to be Taken Out by the Service Provider	The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors’, as the case may be) own cost but on terms and conditions approved by the Employer, insurance

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	against the risks, and for the coverage, as shall be specified in the SCC ; and (b) at the Employer’s request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.
3.5 Service Provider’s Actions Requiring Employer’s Prior Approval	The Service Provider shall obtain the Employer’s prior approval in writing before taking any of the following actions: (a) entering into a subcontract for the performance of any part of the Services; (b) appointing such members of the Personnel not listed by name in Appendix C (“Key Personnel and Subcontractors”); (c) changing the Program of activities; and (d) any other action that may be specified in the SCC .
3.6 Reporting Obligations	The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
3.7 Liquidated Damages	
3.8.1 Payment of Liquidated Damages	The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC . The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider’s liabilities.
3.8.2 Correction for Overpayment	If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate.
3.8.3 Lack of Performance Penalty	If the Service Provider has not corrected a Defect within the time specified in the Employer’s notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and specified in the SCC .
3.8 Performance Security	The Service Provider shall provide the Performance Security to the Employer no later than (10) days after receipt of the in the Letter of acceptance. The Performance Security shall be issued in an amount and form acceptable to the Employer, and denominated in the types and proportions of the

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	<p>currencies in which the Contract Price is payable. The performance Security shall be valid until a date twenty-eight (28) days from the Completion Date of the Contract.</p>
4. SERVICE PROVIDER'S PERSONNEL	
4.1 Description of Personnel	<p>The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.</p>
4.2	<p>(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.</p> <p>(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.</p> <p>(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>
5. OBLIGATIONS OF THE EMPLOYER	
5.1 Assistance and Exemptions	<p>The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions.</p>
5.2 Change in the Applicable Law	<p>If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.</p>
5.3 Services and Facilities	<p>The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.</p>

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6. PAYMENTS TO THE SERVICE PROVIDER	
6.1 Lump-Sum Remuneration	The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
6.2 Contract Price	The price payable in local currency is set forth in the SCC.
6.3 Payment for Additional Services	6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
6.4 Terms and Conditions of Payment	Payments will be made to the Service Provider according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
6.5 Price Adjustment	6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC.
6.6 Day work	<p>6.7.1 If applicable, the Day work rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.</p> <p>6.7.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two (2) days of the Services being performed.</p> <p>The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2.</p>

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7. QUALITY CONTROL	
7.1 Identifying Defects	7.1.1 The principle and modalities of Inspection of the Services by the Employer shall be as indicated in the SCC . The Employer shall check the Service Provider’s performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider’s responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as defined in the SCC .
7.2 Correction of Defects and Lack of Performance Penalty	<p>(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.</p> <p>(b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer’s notice.</p> <p>(c) If the Service Provider has not corrected a Defect within the time specified in the Employer’s notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.</p>
8. SETTLEMENT OF DISPUTES	
8.1 Amicable Settlement	The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
8.2 Dispute Resolution Reference	8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within twenty-eight (28) days of the notification of disagreement of one party to the other SCC.
8.3 Despite referring the dispute to the settlement authority	<p>a” The Parties shall continue to perform the relevant duties under this contract unless otherwise agreed and”</p> <p>B” The entity pays all unfulfilled payments of the provider</p>

SECTION 7 SPECIAL CONDITIONS OF CONTRACT

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is: defined in Clause 8.1
1.1(e)	The contract price: will be specified in the contract agreement
1.1(g)	The Employer is: Afghan Telecommunication Company
1.1(l)	The Member in Charge is: Will be selected later
1.1(o)	The Service Provider is: Will be selected later
1.2	The Applicable Law is: Laws of Islamic Emirat of Afghanistan
1.3	The language is: English
1.4	<p>The addresses are: 4th Floor, Afghan Telecommunication Corporation (AFTEL) Kabul, Afghanistan</p> <p>Employer: Mohammad Aalem Hameedi</p> <p>Attention:</p> <p>Facsimile:</p> <p>Email: aalem.hameedi@afghantelecom.af</p> <p>Service Provider:</p> <p>Attention:</p> <p>Facsimile:</p> <p>Email:</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: Mohammad Aalem Hameedi</p> <p>For the Service Provider:</p>
1.8	<p>The Service Provider, shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.</p> <p>Afghan Telecom Will deduct 7 % 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</p>
2.1	The date on which this Contract shall come into effect is: Contract Signing Date

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Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.2.2	The Starting Date for the commencement of Services is: will be specified after signing of the contract
2.3	The Intended Completion Date is: 36 months effective from commencement date of the contract.
2.5.2	<ul style="list-style-type: none"> • 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 the required services and required QOS. • If the Service Provider failed to collect the traffic from the traffic sent region through the carrier, SALAAM has 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 the right to terminate the contract.
3.2.3(c)	Activities prohibited after termination of this Contract are: N/A
3.4	The risks and coverage by insurance shall be: N/A
3.5(d)	The other actions are: N/A
3.7	
3.8.1	The liquidated damages rate is [0.1 % Zero point one percent] per day. The maximum amount of liquidated damages for the whole contract is [10% Ten percent] of the final Contract Price.
3.8.3	The percentage to be used for the calculation of Lack of performance Penalty(ies) is: 100% of damage compensation cost caused by Service Provider
5.1	The assistance and exemptions provided to the Service Provider are: N/A
6.2(a)	The amount in local currency is: N/A
6.2(b)	The amount in foreign currency or currencies is: USD
6.4	<p>The payment method for this project will be as follow:</p> <ul style="list-style-type: none"> • 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

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Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(normally the invoice is processed on a 30/30 basis, which means 30 days' later invoice issued).</p> <ul style="list-style-type: none"> • In case of a dispute arises in settlement the invoice will be processed for undisputed amounts. • Afghan Telecom/bidder will process invoices at the end of each month.
6.5	Price adjustment: N/A
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows:</p> <p>The Defects Liability Period is: N/A</p> <p>Inspection and Monitoring:</p> <ul style="list-style-type: none"> • 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.
8.1	<p>The Adjudicator is: The Rules of Procedure for Arbitration proceedings pursuant to GCC Clause 8.1 shall be as follows:</p> <p>“Clause 8.1 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 8.1 (b) shall be retained in the case of a Contract with a national of the Islamic Emirat of Afghanistan.”]</p> <p>(a) Contract with foreign Supplier:</p> <p>Settlement of Disputes: <u>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.</u></p> <p>GCC 8.1 (a) Any dispute, controversy or claim arising out of or relating to this Contract, including with respect to the formation, applicability, breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p>Seat of Arbitration: The seat of the arbitration shall be Singapore.</p> <p>Hearings: Hearings shall, unless otherwise agreed by the Parties, take place in Singapore.</p> <p>Language: The language of the arbitration shall be English for all purposes.</p> <p>Constitution of tribunal: The arbitration shall be conducted by three arbitrators unless the Parties agree otherwise.</p> <p>Any arbitration award issued in accordance with this Clause shall be final and binding on the Parties and shall be enforceable in any court of</p>

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Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>competent jurisdiction.</p> <p>(b) Contracts with national Supplier of the Islamic Emirat of Afghanistan:</p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Islamic Emirat of Afghanistan, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Emirat of Afghanistan.</p>

SECTION 8 PERFORMANCE SPECIFICATIONS AND DRAWINGS

Not Applicable

[Describe Outputs and Performances, rather than Inputs, wherever possible.]

SECTION 9 CONTRACT FORMS

TABLE OF FORMS

Letter of Acceptance

Form of Contract

Performance Bank Guarantee (Conditional)

Performance Bank Guarantee (Unconditional)

Bank Guarantee for Advance Payment

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LETTER OF ACCEPTANCE

[Letterhead paper of the Employer]

Reference No: (insert the reference number of the letter here) Date: (write the date of issue of the letter)

From: (write the name of Procuring Entity)

Address: (address of Procuring Entity)

To: (name and license number of winning bidder)

Address: (address of winning bidder)

This letter of acceptance is issued pursuant to article 23 of the law and Rule number 85 of Procurement Procedures and thereby you are informed that your offer presented on (write the date) for the procurement of (name of project or contract) with the total value of (amount in digits and words), as verified in accordance with the procedures for the bidders of the concerning bidding documents, has been accepted by this entity.

Therefore, you are requested to submit the contract performance guarantee, as indicated in concerning bidding documents and is indicated below, in line with above-stated articles of the procurement law and procedures and the provisions of article 28 of the law and Rule no. 78 of the procedures, within 10 calendar days from the date of issue of this memo. Otherwise, your bid guarantee shall not be released, according to the provisions of article 29 of the Procurement Law. For further information refer to the following table:

Procurement/Contract Specifications: (write the name and short description of procurement/contract)
Procurement No: (insert the number of related contract)
Contract Total Value: (contract price in digits and words)
Type of Contract Performance Guarantee: (type of guarantee as indicated in the bidding document)
Contract Performance Guarantee Amount: (write the amount both in digits and words)
Contract Signing Date: (write the date and time of contract signing)
Contract Signing Location: (write the location where the contract was signed)

For your further information and perusal the draft of the contract agreement is sent to you in attachment of this memo.

Full Name:

Job:

Signature¹⁰ and date:

¹⁰ the offer acceptance letter shall be signed by the person who signed the bidding documents or attachments, and it should be kept as procurement notes.

FORM OF CONTRACT

[letterhead paper of the Employer]

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

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

BETWEEN

- (1) *[Insert the complete name of the Purchaser]*, a *[Insert description of type of legal entity, for example, an agency of the Ministry of [Insert the name of the Ministry] of the Government of Afghanistan, or corporation incorporated under the laws of Afghanistan]* and having its principal place of business at *[Insert the address of the Purchaser]*, hereinafter called "THE PURCHASER", and
- (2) *[Insert name of the Supplier]*, a corporation incorporated under the laws of *[Insert the country of Supplier]* and having its principal place of business at *[Insert the address of the Supplier]*, hereinafter called "THE SUPPLIER".

WHEREAS the Purchaser invited Bids for certain Non-consultancy services, viz., *[Insert a brief description of the Non-consultancy services]* and has accepted a Bid by the Supplier for the supply of those Non-consultancy services in the sum of *[Insert the Contract Price in words and figures, expressed in the Contract currency(ies)]*, hereinafter called "THE CONTRACT PRICE".

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser 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 Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Non-consultancy services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Non-consultancy 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 Emirat of Afghanistan on the day, month and year indicated above.

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For and on behalf of the Purchaser

Name: /Insert the Name/

Signed: *[Insert the authorized authority signature]*

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

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

For and on behalf of the Supplier

Name: /Insert the Name of 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

[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 Non-consultancy 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)]¹¹ 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]*¹², and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20 (a) is hereby excluded.

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

[Corporate seal]

/Supplier's Seal/

¹¹ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

¹² Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. **The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank.** Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "WE AGREE TO A ONE-TIME EXTENSION OF THIS GUARANTEE FOR A PERIOD NOT TO EXCEED [SIX MONTHS] [ONE YEAR], IN RESPONSE TO THE PURCHASER'S WRITTEN REQUEST FOR SUCH EXTENSION, SUCH REQUEST TO BE PRESENTED TO US BEFORE THE EXPIRY OF THE GUARANTEE."

GUARANTEE FOR ADVANCE PAYMENT

[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 Non-consultancy services 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)]*¹³ *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]*¹⁴.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

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

¹³ *The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

¹⁴ *Insert the Delivery date stipulated in the Contract Delivery Schedule. **The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank.** Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We AGREE TO A ONE-TIME EXTENSION OF THIS GUARANTEE FOR A PERIOD NOT TO EXCEED [SIX MONTHS] OR [ONE YEAR], IN RESPONSE TO THE PURCHASER'S WRITTEN REQUEST FOR SUCH EXTENSION, SUCH REQUEST TO BE PRESENTED TO US BEFORE THE EXPIRY OF THE GUARANTEE."*