

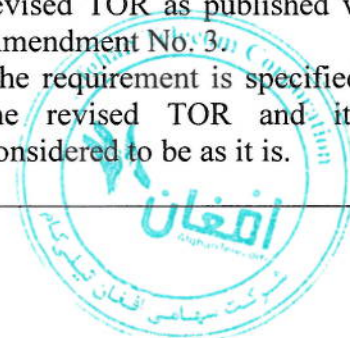
Clarification No. 1

For

Forty (40) Gb Internet Bandwidth through Pakistan Route Chaman, Torkham and Ghulam Khan Borders for backup Services Reference No: MCIT-AFTEL/1401/NCS-0021/ICB

The following Clarification are made to the SBD Document for the above Project:

NO	Bidder Clarification	Employer's reply
1	<p>Either Party may terminate this Contract by notifying the other Party in writing 30- calendar days prior to such termination.</p> <p>As per international practice termination is always by just cause instead of simple written notice without any cause. Please confirm.</p> <p>Termination of this contract shall not affect any material or financial obligations of the employer arising out of this Contract, including the obligation to pay for the Services provided prior to such termination of the Services or termination of this Contract. In the event of such termination, the Employer shall, as soon as possible, but in any case, not later than thirty (30) calendar days after the date of termination of this Contract, pay in full all outstanding amounts payable to the Service Provider under this Contract.</p> <p>This clause was present in old TOR but has been removed in latest TORs. This implies there is no settlement time of financial obligation accrued preceding the termination period. Bidder insist to keep this clause.</p>	<p>As per GCC 2.6 of the bidding document, Termination of the contract is clearly mentioned when the employer and the Services provider has right to terminate the contract. Please refer to GCC 2.6.1 and 2.6.2</p> <p>Therefore, it is not required to bring any changes in this stage.</p> <p>The case of termination may have conducted by some reasonable notice to either party which may cause of termination. The period of provided service is the obligation of buyer to pay it accordingly.</p>
2	<p>Termination in case of Force Majeure event can be invoked in 10 days. (page # 8)</p> <p>3However in GCC clause 2.6.1 (Termination clause) in case of force majeure at least 60 days period of non-performance is observed.</p>	
3	<p>Bidder recommends to amend the time period as per IRSA between Bidder & Aftel as requested in trailing emails.</p>	<p>Higher authority agreed to extend the deadline submission from February 20 2023 to February 25, 2023.</p> <p><u>Please refer to Amendment No. 4</u></p>
4	<p>Query regarding TIER 1 is still pending. We insist to reconsider TIER1. Nearest TIER 1 service providers are either in Europe or Singapore. In case of IPT from TIER 1 latency criteria for GOOGLE cannot be met. Aftel have already used IPT from Bidder PIE and for majority traffic carrying domain its response is excellent.</p>	<p>It is clearly mentioned in the revised TOR as published with Amendment No: 3</p> <p>The requirement is specified in the revised TOR and it is considered to be as it is.</p>



	Latency requirement for M9 (Msk-IX) is requested to be removed as it has no relation to general IP traffic.	
5	Partial availability is also considered as failure of service (page # 10 & page # 12 in amendment # 3), It should be defined & treated separately rather than accounting it as service failure.	It is clearly mentioned in the revised TOR as published with Amendment No. 3. The requirement is specified in the revised TOR and it is considered to be as it is.
6	Please elaborate contract term. (Duration of Contract page # 13 amendment # 3) Is it for three (03) years or one (01) year? Prices are offered accordingly. If it is for three (03) years than price review is not possible during contract term.	Please refer to ITB 13.4, section 2 of the bidding document
7	Regrading general bid Bidder has following queries: What is meant by Unit Price mentioned in Form 3 (Price Schedule). Is it per 10G pricing or per mb pricing. Please elaborate.	The bidder shall quote the service duration of three (3) years as per ITB 1.2 and GCC 1.1 (c) in NCS Form/03- Price Schedule, Section 3 of the bidding document.
8	Bidder has reservations for the following: BDS ITB 4.2 states: Bidder will provide similar contracts value, however Bidder may not share the copies of the contract due to confidentiality clause. Kindly note that without the responses of the queries Bidder may not be able to finalize the commercial proposal.	As per ITB 4.4 (b) it is required to demonstrate the contract according to the above ITB.
9	<ul style="list-style-type: none"> • SLA requirement : It should be amended in lieu of security hazardous area near Afghan border. MTTR in this security Hazardous area (around the Pak Afghan border) to be 08-12 hours. • Partial availability is also considered as failure of service It should be defined & treated separately rather than accounting it as service failure. 	The SLA requirement is very clear in revised TOR and it the requirement from AFTE.
10	Bid Security Arrangement: In lieu of current economic situation of Pakistan bidder is having difficulty to arrange Bid security. As per State Bank Regulations it takes a very long time so it is requested to waive it off considering the fact that bidder is a state owned company and has been providing services to Aftel for last many years.	Please refer to amendment No. 1 As the bid security changed in to Bid Security Declaration.
11	Bid Submission by Email : In lieu of current security situation it is not possible to submit bid by courier so it is requested to submit it by email.	Please refer to Amendment No. 1



The image shows a large, circular official stamp of the Afghan Telecom Corporation. The stamp contains the text 'AFGHAN TELECOM CORPORATION' around the perimeter and 'افغان' (Afghan) in the center. Overlaid on the stamp is a blue ink signature, which appears to be 'S. M. ...'. There are also some other blue ink marks and scribbles around the stamp.