
STANDARD BIDDING DOCUMENTS

INTERNATIONAL COMPETITIVE BIDDING

For

APS Licenses Upgrades/ AfPay Systems Development Including Hardware

Payment switch at APS

Beneficiary	DA Afghanistan Bank(Central Bank)
Project Name:	Financial Sector strengthening project
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Table of Contents

PART 1 – Bidding Procedures.....	1
Section I. Instructions to Bidders.....	1
Section II. Bid Data Sheet (BDS)	23
Section III. Evaluation and Qualification Criteria	30
Section IV. Bidding Forms.....	34
Section V. Eligible Countries	46
Section VI. Bank Policy - Corrupt and Fraudulent Practices	47
PART 2 – Supply Requirements.....	49
Section VII. Schedule of Requirements	50
PART 3 - Contract.....	69
Section VIII. General Conditions of Contract	70
Section IX. Special Conditions of Contract	88
Section X. Contract Forms	92

PART 1 – Bidding Procedures

Section I. Instructions to Bidders

Table of Clauses

A. General	3
1. Scope of Bid.....	3
2. Source of Funds	3
3. Corrupt and Fraudulent Practices.....	3
4. Eligible Bidders.....	4
5. Eligible Goods and Related Services	6
B. Contents of Bidding Document	6
6. Sections of Bidding Document	6
7. Clarification of Bidding Documents	7
8. Amendment of Bidding Document	7
C. Preparation of Bids.....	7
9. Cost of Bidding	7
10. Language of Bid.....	7
11. Documents Comprising the Bid.....	8
12. Letter of Bid and Price Schedules.....	8
13. Alternative Bids	8
14. Bid Prices and Discounts.....	8
15. Currencies of Bid and Payment	10
16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services	11
17. Documents Establishing the Eligibility and Qualifications of the Bidder.....	11
18. Period of Validity of Bids.....	12
19. Bid Security	12
20. Format and Signing of Bid	14
D. Submission and Opening of Bids	14
21. Sealing and Marking of Bids	14
22. Deadline for Submission of Bids	14
23. Late Bids.....	15
24. Withdrawal, Substitution, and Modification of Bids	15
25. Bid Opening.....	15
E. Evaluation and Comparison of Bids	16
26. Confidentiality	16
27. Clarification of Bids.....	17
28. Deviations, Reservations, and Omissions.....	17
29. Determination of Responsiveness	17
30. Nonconformities, Errors and Omissions	18
31. Correction of Arithmetical Errors	18

32. Conversion to Single Currency 18

33. Margin of Preference 18

34. Evaluation of Bids 18

35. Comparison of Bids 20

36. Qualification of the Bidder 20

37. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids 20

F. Award of Contract 20

38. Award Criteria 20

39. Purchaser’s Right to Vary Quantities at Time of Award 20

40. Notification of Award 20

41. Signing of Contract 21

42. Performance Security 21

Section I. Instructions to Bidders

A. General

- 1. Scope of Bid**
 - 1.1 In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS)**, the Purchaser, **as specified in the BDS**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this International Competitive Bidding (ICB) procurement are **specified in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
 - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in BDS**, toward the project named **in BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
 - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account 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 Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
- 3. Corrupt and Fraudulent Practices**
 - 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
 - 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by

auditors appointed by the Bank.

- 4. Eligible Bidders**
- 4.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS**, there is no limit on the number of members in a JV.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
 - (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
 - (g) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
 - (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or

specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract

- 4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS.**
- 4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
- 4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of

compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.8 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.

5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.

5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries
- Section VI. Bank Policy-Corrupt and Fraudulent Practices

PART 2 Supply Requirements

- Section VII. Schedule of Requirements

PART 3 Contract

- Section VIII. General Conditions of Contract (GCC)
- Section IX. Special Conditions of Contract (SCC)
- Section X. Contract Forms

6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

6.3 Unless obtained directly from the Purchaser, the Purchaser is not

responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.
- 7. Clarification of Bidding Documents**
- 7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Purchaser shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Letter of Bid in accordance with ITB 12;
 - (b) completed schedules, in accordance with ITB 12 and 14
 - (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;
 - (d) Alternative bids, if permissible, in accordance with ITB 13;
 - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
 - (g) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
 - (h) documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (i) documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the Bidding Documents;
 - (j) any other document **required in the BDS**.
- 11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.
- 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
- 12. Letter of Bid and Price Schedules**
- 12.1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
- 13.1. Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1

shall be the total price of the bid, excluding any discounts offered.

- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDSA** bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.
- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in the BDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:
- (a) For Goods manufactured in the Purchaser's Country:
- (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local

services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**

- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as **specified in the BDS;**
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS;**
- (c) For Goods manufactured outside the Purchaser's Country, already imported:
 - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
 - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS.**
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
 - (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

15. Currencies of Bid and Payment

- 15.1 The currency(ies) of the bid and the currency(ies) of payments shall be **as specified in the BDS.** The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise **specified in the BDS.**
- 15.2 The Bidder may express the bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it

may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

**16. Documents
Establishing the
Eligibility and
Conformity of
the Goods and
Related
Services**

- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

**17. Documents
Establishing the
Eligibility and
Qualifications
of the Bidder**

- 17.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
- 17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
 - (b) that, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country

equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18. Period of Validity of Bids

18.1. Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB22.1. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

18.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.

18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:

- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
- (b) In the case of adjustable price contracts, no adjustment shall be made.
- (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

19.1. The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as **specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency **specified in the BDS**.

19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

19.3. If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option :

- (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **specified in the BDS**,

from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.4. If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.

19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 42.

19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.

19.7. The Bid Security may be forfeited or the Bid Securing Declaration executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder ; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB41; or

(ii) furnish a performance security in accordance with ITB 42.

19.8. 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 into a legally enforceable JV at the time of bidding, the bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

19.9. If a bid security is **not required in the BDS**, pursuant to ITB 19.1, and

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or

(b) if the successful Bidder fails to: sign the Contract in accordance with ITB41; or furnish a performance security in accordance with ITB 42;

the Borrower may, **if provided for in the BDS**, declare the Bidder

ineligible to be awarded a contract by the Purchaser for a period of time **as stated in the BDS.**

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1. The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2. The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB 24.1;
 - (c) bear the specific identification of this bidding process indicated in ITB1.1; and
 - (d) bear a warning not to open before the time and date for bid opening.
- 21.3. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

22. Deadline for Submission of Bids

- 22.1. Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS.** When **so specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission

procedures **specified in the BDS.**

22.2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening

25.1. Except as in the cases specified in ITB 23 and 24, the Purchaser shall publicly open and read out in accordance with ITB25.3 all bids received by the deadline at the date, time and place **specified in the BDS** in the presence of Bidders’ designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as **specified in the BDS.**

25.2. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged

with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.

- 25.3. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending bid opening in the manner **specified in the BDS**. The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 25.1).
- 25.4. The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders in accordance with ITB 40.
- 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents
- 29. Determination of Responsiveness**
- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all

requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

29.4 If a bid is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors and Omissions

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.

30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

31. Correction of Arithmetical Errors

31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) 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; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

32. Conversion to Single Currency

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as **specified in the BDS**.

33. Margin of Preference

33.1 **Unless otherwise specified in the BDS**, a margin of preference shall not apply.

34. Evaluation of

34.1 The Purchaser shall use the criteria and methodologies listed in this

Bids

Clause. No other evaluation criteria or methodologies shall be permitted.

- 34.2 To evaluate a Bid, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots (contracts), as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.3;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
 - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
 - (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria;
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 34.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria
- 34.5 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 34.6 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise **specified in the BDS** from amongst those set out in Section III, Evaluation and

Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2 (f).

- 35. Comparison of Bids** 35.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.
- 36. Qualification of the Bidder** 36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.
- 36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 37.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

- 38. Award Criteria** 38.1 Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 39. Purchaser's Right to Vary Quantities at Time of Award** 39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 40. Notification of Award** 40.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of

Goods (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding and shall publish in *UNDB online* the results identifying the bid and lot (contract) numbers and the following information:

- (i) name of each Bidder who submitted a Bid;
- (ii) bid prices as read out at Bid Opening;
- (iii) name and evaluated prices of each Bid that was evaluated;
- (iv) name of bidders whose bids were rejected and the reasons for their rejection; and
- (v) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

40.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

40.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.

41. Signing of Contract

41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.

41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

42. Performance Security

42.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, subject to ITB 34.5, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a

correspondent financial institution located in the Purchaser's Country.

- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

TB Clause Reference	A. General
ITB 1.1	The reference number of the Invitation for Bids is: <i>IFB # PAISA G-3</i>
ITB 1.1	The Purchaser is: Da Afghanistan Bank., <i>Islamic Republic of Afghanistan</i>
ITB 1.1	The name and identification number of the ICB are: <i>IFB # PAISA G-3</i> APS Licenses Upgrades/ AfPaySystems Development Including Hardware Payment switch at APS <i>The above is funded by the World Bank through PAISA project</i>
ITB 2.1	The Borrower is: <i>Da Afghanistan Bank, Islamic Republic of Afghanistan,</i>
ITB 2.1	Loan or Financing Agreement amount: USD xxxxxx
ITB 2.1	Project: Financial Sector Strengthening Project(FSSP) Grant No: D4530AF Beneficiary: Da Afghanistan Bank (DAB- APS)
ITB 4.1	Maximum number of members in the JV shall be: Preferably One.
IITB 4.4	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
	B. Contents of Bidding Documents
ITB 7.1	For <u>Clarification of bid purposes</u> only, the Purchaser's address is: Attention: <i>Samiullah Samim</i> Address: <i>Pashtonistan Kabul Afghansitan</i> City: Kabul Country: Afghanistan Telephone: +93 202510654 Electronic mail address: <i>samiullah.samim@dab.gov.af</i> , <i>md@aps.af</i> , gahir.sahak@dab.gov.af Requests for clarification should be received by the Employer no later than: 14

	<u>days</u> before the submission date.
ITB 7.1	Web page: www.npa.gov.af , www.dab.gov.af
	C. Preparation of Bids
ITB 10.1	The language of the bid is: <i>English</i>
ITB 11.1 (j)	The Bidder shall submit the following additional documents in its bid: Copy of valid business license, letter providing warranty for items specified on technical specification part, Manufacturer Authorization Letter.
ITB 13.1	Alternative Bids <i>shall not be</i> considered.
ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 14.6	Prices quoted shall correspond at least to 100% of the items specified .
ITB 14.7	The INCOTERM 2010 effective 1 st January 2011
ITB 14.8 (b) (i) and (c) (v)	<p>Place of Destination:</p> <ul style="list-style-type: none"> • Bids for goods shall be invited on the basis of DDP Kabul for all goods manufactured abroad and to be imported. • Bids for goods that were previously imported shall be invited on the basis of DDP Kabul separately indicating the actual amount of customs duties and import taxes already paid. • Bids for goods manufactured in the Borrower's country shall be invited on the basis of EXW (ex works, ex factory, or off-the-shelf) plus cost of inland transportation and insurance to the place of destination • All bid prices shall include all customs duties and sales and other taxes such as Business Receipt Tax or any other applicable local taxes. • Prices shall also include costs for inland transportation, insurance, other local services required to convey the Goods to their final destination and unloading at the final destination, and for the installation and commissioning. • The seller(vendor) shall bear all the charges/responsibility for Packaging, Loading from warehouse,pre-carriage,export custom clearance, handling at departure, main transportation, transportation insurance, handling at arrival, import custom clearnce,post carraige,unloading to final destination. <p>The final destination (Project Site): Afghanistan Payments System (APS) Shahr-e Naw, Kabul-Afghanistan The BRT will be deducted from gross billed amount while making payment.</p>

	<p>To facilitate understanding of, and compliance with, the tax laws, every bidder should refer to the Ministry of Finance’s website at www.mof.gov.af/tax. In that website, you will see an English language version.</p> <p>Include appropriate tax in the Price Schedule. Bids will, however, be evaluated net of taxes.</p>
ITB 14.8 (a)(iii);(b)(ii) and (c)(v)	<p>“Final destination (Project Site)”:</p> <p>Afghanistan Payments System (APS) Shahr-e Naw, Kabul-Afghanistan</p>
ITB 15.1	<p>The bidder shall quote the bid price in <i>USD (US Dollars)</i>.</p> <p>Note: <i>For evaluation purposes, bids received in other currencies will be converted to USD as per rate of exchange (selling rate) published by the Da Afghanistan Bank based on rate of exchange (selling rate) prevailing on the date of bid opening and contract will be concluded in currency in the bid submission form.</i></p>
ITB 16.4	<p>Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>5 Years</i></p>
ITB 17.2 (a)	<p>Manufacturer’s authorization is: <i>Required</i></p>
ITB 17.2 (b)	<p>After sales service is: Required, as per specified in Section 7 (List of Related services & Completion Schedule).</p> <p>All the hardware and software should be with one year after sale services (Which should cover the configuration assistance, device upgrade and technical support) plus three years warranty. All hardware and software have to be registered under the DAB/APS name.</p>
ITB 18.1	<p>The bid validity period shall be <i>120 days</i> after the deadline for bid submission.</p>
ITB 18.3 (a)	<p>Not Applicable</p>
ITB 19.1	<p>A <i>Bid Security</i> is required.</p> <p>The amount of bid security shall be: USD 12300 Twelve thousand and three hundred</p> <p>Bid shall include “<i>Bid Security (issued by a bank)</i>”</p> <p><i>The bid security should be in the form of a bank guarantee from a banking institution shall be submitted in original. Photo copies/ Scanned copies will not be accepted and shall be a cause for making the bid liable for rejection</i></p> <p>“The Bid Security validity shall remain valid for a period of 28 days beyond the validity period of Bids i.e. 148 (120+28) days from bid submission deadline date or extended bid submission deadline date.”</p>
ITB 19.3 (d)	<p>Not Applicable</p>

ITB 19.9	Not Applicable
ITB 20.1	<p>In addition to the original of the bid, the required number of additional copies is: <i>Two plus a soft copy in CD or flash drive: (1 Original+1 Copy including a soft copy in CD or flash drive).</i></p> <p><i>Note: Bidders MUST ensure that all copies of bids include all the pages/document submitted in the original bid. In case of any discrepancy between the hardcopy and soft copy, the proposal in hard copy will prevail</i></p>
ITB 20.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>An official letter issued by the bidder signed by the Director or other authorized person.</i></p>
D. Submission and Opening of Bids	
ITB 22.1	<p>For bid submission purposes only, the Purchaser's address is: Attention: <i>Samiullah Samim</i> Address: <i>Pashtonistan Watt Kabul Afghansitan</i> City: Kabul Country: Afghanistan Telephone: +93 202510654 Electronic mail address: samiullah.samim@dab.gov.af, copy to: gahir.sahak@dab.gov.af; , md@aps.af</p> <p>The deadline for bid submission is: Date: 31' October 2020 Time: 14:00 hors Local time Kabul, Afghanistan.</p> <p><i>In case the specified deadline for bid submission is declared a holiday by the Government, the bids shall be submitted at the specified time on the next working day.</i></p> <p>Bidders shall not have the option of submitting their bids electronically.</p>
ITB 25.1	<p>The bid opening shall take place at: Da Afghanistan Bank (DAB) FSSP Department , First Floor Pashtonistan watt , Kabul Afghanistan Date: 31 October 2020. Time: 14:00 hors Local time Kabul, Afghanistan.</p> <p><i>The bids shall be opened immediately after the bid submission deadline at the same place of bid submission.</i></p>

	<i>In case the specified date of bid opening will be declared a holiday for the purchaser, the bids shall be opened at the specified time on the next working day.</i>
ITB 25.3	The Letter of Bid and Price Schedules shall be initialed by at least <i>three</i> representatives of the Purchaser conducting Bid opening.
E. Evaluation and Comparison of Bids	
ITB 32.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <i>United State Dollars</i> <i>Bids quoted in other currency shall be converted in USD. The source of exchange rate shall be Da Afghanistan Bank Kabul and the date of the exchange rate shall be deadline date of bid submission.</i>
ITB 33.1	A margin of domestic preference <i>shall be</i> applied.

<p>ITB 34.2(a)</p>	<p><i>If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.</i></p> <p><i>An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the highest price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.</i></p>
<p>ITB 34.6</p>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <p>(a) Deviation in Delivery schedule: <i>Yes</i></p> <p><i>The good covered by the bidding document are required to be delivered in accordance with and completed within the delivery and completion schedule specified in Section VII Schedule of Requirement. No credit will be given to earlier completion.</i></p> <p><i>Bids offering delivery schedule longer than 16 weeks will be accepted, but the bids shall be adjusted in the evaluation by adjusting the bid price at the rate of 1% for each week of delay.</i></p> <p><i>The above is for comparison purposes ONLY to determine the lowest responsive bid. The resultant contract price will not include the adjustment made for Deviation in Delivery Schedule.</i></p> <p>(b) Deviation in payment schedule: <i>Not Applicable</i></p> <p>(c) the cost of major replacement components, mandatory spare parts, and service: <i>Not Applicable</i></p> <p>(d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid <i>Applicable</i>.</p> <p>(e) the projected operating and maintenance costs during the life of the equipment <i>Not Applicable</i></p> <p>(f) the performance and productivity of the equipment offered; <i>Not Applicable</i></p>

	F. Award of Contract
ITB 39.1	The maximum percentage by which quantities may be increased is: 10% The maximum percentage by which quantities may be decreased is: 10%

Section III. Evaluation and Qualification Criteria

Contents

1. Margin of Preference (ITB 33)	31
2. Evaluation(ITB 34)	31
3. Qualification(ITB 36).....	32

1. Margin of Preference (ITB 33)

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in the Purchaser's Country, for which (i) labor, raw materials, and components from within the Purchaser's Country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
- (b) **Group B:** All other bids offering Goods manufactured in the Purchaser's Country.
- (c) **Group C:** Bids offering Goods manufactured outside the Purchaser's Country that have been already imported or that will be imported.

To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.

The Purchaser will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules.

All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison a bid from Group A or Group B is the lowest, it shall be selected for the award.

If as a result of the preceding comparison, the lowest evaluated bid is a bid from Group C, all bids from Group C shall be further compared with the lowest evaluated bid from Group A after adding to the evaluated price of goods offered in each bid from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP bid price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated bid from Group C shall be selected as paragraph above."

2. Evaluation (ITB 34)

2.1. Evaluation Criteria (ITB 34.6)

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB34.2 (f) and in BDS referring to ITB34.6, using the following criteria and methodologies.

- (a) Delivery schedule. (As per INCOTERMS specified in the BDS) **Applicable. See Bid Data Sheet for methodology on apply deviation in Delivery Schedule.**
- (b) Deviation in payment schedule. **Not Applicable.**

- (c) Cost of major replacement components, mandatory spare parts, and service. **Not Applicable.**
- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid. **Applicable.**
- (e) Projected operating and maintenance costs. **Not Applicable**
- (f) Performance and productivity of the equipment. **Not Applicable**
- (g) Specific additional criteria. **None**

2.2. Multiple Contracts (ITB 34.4): Not Applicable

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 36.1 Post-Qualification Requirements)

The Purchaser shall:

- (a) Evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB 14.8
- (b) Take into account:
 - (i) the lowest-evaluated bid for each lot and
 - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid"

2.3. Alternative Bids (ITB 13.1) Not Applicable

3. Qualification (ITB 36)

3.1 Post qualification Requirements (ITB 36.1)

After determining the lowest-evaluated bid in accordance with ITB 35.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB 36, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

- a) **Financial Capability:** the Bidder shall furnish documentary evidence that it meets the following financial requirement(s):
 - i. **Annual turnover for each of the last Five years in excess of USD 360000**
 - ii. The Bidder shall furnish documentary evidence of their financial standing. Alternatively they shall include a letter from a reputed bank indicating their financial status which will include their ability to perform the contract of magnitude equivalent to the quoted price.
- b) **Experience:** the Bidder shall furnish documentary evidence to demonstrate that it has executed and meets the following experience requirement(s):

- i. Submission of copy of one signed contract of similar nature and magnitude within the last 5 years for the amount of in excess of 180000 USD. or two signed contract of similar nature for the amount of excess of 300000 USD**
- c) **Technical Criteria:** the Bidder shall furnish documentary evidence to demonstrate that it meets the following technical requirement(s):
 - a. Manufacturer's authorization**
 - b. Warranty: Three years warranty from the date of delivery.**

During the warranty period the bidder shall provide free onsite service and routine maintenance for all equipment at no extra cost; and the vendor should provide certification trainings, which included all devices, quoted by the vendor for DAB two technical resources.
 - c. Spare parts and After Sales Service Support. As per specified in Section 2, ITB. 16.4 and ITB.17.2b**

Section IV. Bidding Forms

Table of Forms

Letter of Bid	35
Bidder Information Form	38
Bidder's JV Members Information Form	39
Price Schedule Forms.....	40
Price Schedule for Goods <i>Supply and Installation of Video Conferencing Equipment for DAB Head Office</i>	41
Price and Completion Schedule - Related Services.....	42
Form of Bid Security.....	43
Manufacturer's Authorization	45

Letter of Bid

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these form and shall be deleted from the final products.

Date: **[insert date (as day, month and year) of Bid Submission]**

ICB No.: **[insert number of bidding process]**

Invitation for Bid No.: **[insert identification]**

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

To: ***[insert complete name of Purchaser]***

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)_____;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods:**[insert a brief description of the Goods and Related Services]**;
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:

In case of only one lot, total price of the Bid [insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];

In case of multiple lots, total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];

In case of multiple lots, total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

- (f) The discounts offered and the methodology for their application are:
 - (i) The discounts offered are: [Specify in detail each discount offered.]
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below:[Specify in detail the method that shall be used to apply the discounts];
- (g) Our bid shall be valid for a period of **[specify the number of calendar days]** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;¹
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]**

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- (m) 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; and
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder* **[insert complete name of person signing the Bid]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[insert complete name of person duly authorized to sign the Bid]**

Title of the person signing the Bid **[insert complete title of the person signing the Bid]**

Signature of the person named above **[insert signature of person whose name and capacity are shown above]**

¹Bidder to use as appropriate

Date signed **_[insert date of signing]** day of **[insert month], [insert year]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

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

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Purchaser
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

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

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Price Schedule Forms

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

Price Schedule for Goods

APS Licenses Upgrades/ Af Pay Systems Development Including Hardware

Date: _____

ICB No: _____

1	2	3	4	5	6	7	8	9
Item N#	Description of items	Country of origin	Quantity	UNIT PRICE DDP KABUL (including local taxes such as Business Receipt Tax)	Total Price DDP Kabul per line item (Col. 4x6) (including local taxes such as Business Receipt Tax)	Price per item for inland transportation and other services required in the Purchaser's country to convey the good to their final destination (if required in BDS)	Total price of Item (col. 6+ col 7) including local taxes	Total price per line items excluding local taxes (such as BRT)*
Total Price								

Invitation for Bids No: ____

Name of Bidder _____ Signature of Bidder _____ Date _____

***For bidders registered in Afghanistan; Total amount excluding taxes (column 9) = Column 8 x 0.98**

****For bidders not registered in Afghanistan; Total amount excluding taxes (column 9) = Column 8 x 0.93**

Price and Completion Schedule - Related Services

Currencies in accordance with ITB 15						Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Total Bid Price						

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

Form of Bid Security

(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*

IFB No.: *[Purchaser to insert reference number for the Invitation for Bids]*

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

Date:*[Insert date of issue]*

BID GUARANTEE No.:*[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

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

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Section V. Eligible Countries

Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *None*

Under ITB 4.7(b) and 5.1: *None*

Section VI. Bank Policy - Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated August 2018.

“Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.² In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;³
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;⁴
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;⁵
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;⁶
 - (v) "obstructive practice" is:
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank 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

² In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

³ For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁴ For the purpose of this sub-paragraph, “*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.

⁵ For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁶ For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,⁷ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated⁸;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

⁷ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

⁸ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

PART 2 – Supply Requirements

Section VII. Schedule of Requirements

Contents

1. List of Goods and Delivery Schedule.....	50
2. List of Related Services and Completion Schedule	50
3. Technical Specifications.....	50
4. Drawings.....	67
5. Inspections and Tests.....	52

1. List of Goods and Delivery Schedule:

S/N	Description	Qty	Final (Project Site) Destination as specified at SBD	Delivery	
				Latedt Delivery Period	Bidders Offered Delivery
A10 THUNDER 3230s SSLi					
1	SSLi throughput 4.5 Gbps SSLi CPS RSA: 12.5K ECDHE: 7K SSLi concurrent Sessions 200K SSL Bulk throughput 14 Gbps 1 GE Fiber (SFP) 4 1/10 GE Fiber (SFP+) 4 Management Ports 1 x Ethernet Mgmt port, 1 x RJ-45 console port Processor intel Xeon 4-core Memory (ECC RAM) 16GB Storage SSD Hardware Acceleration 1 x FTA-4 SSL Security processor ('S' Model) yes Regulatory certification (FCC Class A, UL, CE, GS, CB, VCCI, CCC, KCC, BSMI, RCM, NEBS RoHS) Plus, SFP Transceivers (including SFP+ transceivers) Power Supply: Dual Hot Swappable 3 years' subscription with support	2	APS, Kabul	16 Weeks	
FPR-2130 NGFW FTD					
2	Firewall = 10G, NGFW = 5G, NGIPS = 5G Interfaces = 12 X RJ45 10M/100M/1GBase-t Ethernet interface SFP ports = 4 x 1-Gigabit/10-Gigabit SFP+ ports Optional interface = 8-port 1-Gigabit Ethernet (FPR4K-	2	APS, Kabul	16 Weeks	

	<p>NM-8X1G-F) coper hardware Intel x86 Processor = Single 8-core at 2.0 G Intel x86 Memory = 32 GB DDR4 DRAM Network Processor Unit (NPU) = Single 12-core at 1.2 G NPU RAM = 16 G Flash = 8G Redundant power = yes Fan = one hot-swappable fan tray with four fans Storage = two SSD slots (200GB), one 200-GB SSD installed second one reserved Management port = 1 Gigabit Ethernet (10M/100M/1 G Base -t) Console port = RJ-45 serial port USB port USB 2.0 Type A (500 mA) License = permanent Smart license Cisco ASA Software = 9.12 Plus SFP Transceivers (including SFP+ transceivers) Rock mountable = yes (4-post EIA-310-D rack) Power cable = Jumper CAB-C13-C14-2M</p>				
XG 450 Firewall					
3	<p>Firewall throughput 50 Gbps Firewall IMIX 17.5 Gbps VPN throughput 5.5 Gbps IPS throughput 10 Gbps NGFW (IPS + App Ctrl) Max 9.2 Gbps Antivirus throughput (proxy) 7 Gbps Concurrent connections 20,000,000 New connection/sec 200,000 Maximum licensed users unrestricted Storage 2 x integrated SSD Ethernet interface Coper 8 GbE (incl. 2 bypass pairs) 2 10 GbE SFP+ Flexi ports slots 2 Flexi port modules 8 port GbE SFP+</p>		APS, Kabul	16 Weeks	

	Flexi port module 4 port 10 GbE SFP+ Plus SFP Transceivers (including SFP+ transceivers) I/O ports 2 x USB 3.0, 1 x COM (RJ45) , 1 x Mgmt port Power supply internal auto-ranging 100-240 VAC 50-60 Hz with hot Swap redundant License subscription Enterprise protect plus (3 years)				
PRTG Monitoring-software tools					
4	Version 20.2.58.1629 or update one Flexible Alerting Multiple user interface Cluster failover solution Maps and dashboards Distributed Monitoring In-depth reporting Unified Monitoring (Network device, bandwidth, servers, applications, Virtual environments, remote systems, IoT and etc. 1000 Sensor	1	APS Kabul	16 Weeks	
Nessus Professional					
5	Unlimited assessments Easily transferable license Configurable reports Easily customize reports with client name and logo. 3 Years Subscription	1	APS, Kabul	16 Weeks	
LogRhythm SIEM					
6	AI Engine seamless incident response log management File Integrity Monitoring Case Management End point monitoring Smart Response detect and stop cyber threats	1	APS, Kabul	16 Weeks	

2. list of Related services and completion schedule

S/NO	Item	Quantity	Description of Services	Place where services shall be performed	Final Completion Dates(S) of Services
1	SSLi throughput 4.5 Gbps SSLi CPS RSA: 12.5K ECDHE: 7K SSLi concurrent Sessions 200K SSL Bulk throughput 14 Gbps 1 GE Fiber (SFP) 4 1/10 GE Fiber (SFP+) 4 Management Ports 1 x Ethernet Mgmt port, 1 x RJ-45 console port Processor intel Xeon 4-core Memory (ECC RAM) 16GB Storage SSD Hardware Acceleration 1 x FTA-4 SSL Security processor ('S' Model) yes Regulatory certification (FCC Class A, UL, CE, GS, CB, VCCI, CCC, KCC, BSMI, RCM, NEBS RoHS) Plus, SFP Transceivers (including SFP+ transceivers) Power Supply: Dual Hot Swappable 3 years' subscription with support	2	All the hardware and software should be with one year after sale services (Which should cover the configuration assistance, device upgrade and technical support) plus three years warranty. All hardware and software have to be registered under the DAB APS name while procuring from the manufacturer	APS Office, Kabul.	One year after installation and configuration.
2	Firewall = 10G, NGFW = 5G, NGIPS = 5G Interfaces = 12 X RJ45 10M/100M/1GBase-t Ethernet interface SFP ports = 4 x 1-Gigabit/10-Gigabit SFP+ ports Optional interface = 8-port 1-Gigabit Ethernet (FPR4K-NM-8X1G-F) coper hardware Intel x86 Processor = Single 8-core at 2.0 G Intel x86 Memory = 32 GB DDR4 DRAM Network Processor Unit (NPU) = Single 12-core at 1.2 G NPU RAM = 16 G Flash = 8G Redundant power = yes Fan = one hot-swappable fan tray with four fans Storage = two SSD slots (200GB), one 200-GB SSD installed second one reserved Management port = 1 Gigabit Ethernet (10M/100M/1 G Base -t) Console port = RJ-45 serial port USB port USB 2.0 Type A (500 mA)	2		APS Office, Kabul.	

	License = permanent Smart license Cisco ASA Software = 9.12 Plus SFP Transceivers (including SFP+ transceivers) Rock mountable = yes (4-post EIA-310-D rack) Power cable = Jumper CAB-C13-C14-2M			
3	Firewall throughput 50 Gbps Firewall IMIX 17.5 Gbps VPN throughput 5.5 Gbps IPS throughput 10 Gbps NGFW (IPS + App Ctrl) Max 9.2 Gbps Antivirus throughput (proxy) 7 Gbps Concurrent connections 20,000,000 New connection/sec 200,000 Maximum licensed users unrestricted Storage 2 x integrated SSD Ethernet interface Coper 8 GbE (incl. 2 bypass pairs) 2 10 GbE SFP+ Flexi ports slots 2 Flexi port modules 8 port GbE SFP+ Flexi port module 4 port 10 GbE SFP+ Plus SFP Transceivers (including SFP+ transceivers) I/O ports 2 x USB 3.0, 1 x COM (RJ45) , 1 x Mgmt port Power supply internal auto-ranging 100-240 VAC 50-60 Hz with hot Swap redundant License subscription Enterprise protect plus (3 years)			APS Office, Kabul.
4	Version 20.2.58.1629 or update one Flexible Alerting Multiple user interface Cluster failover solution Maps and dashboards Distributed Monitoring In-depth reporting Unified Monitoring (Network device, bandwidth, servers, applications, Virtual environments, remote systems, IoT and etc. 1000 Sensor	1		APS Office, Kabul.
5	Unlimited assessments Easily transferable license Configurable reports Easily customize reports with client name and logo. 3 Years Subscription	1		APS Office, Kabul.
6	AI Engine seamless incident response log management	1		APS Office

	File Integrity Monitoring Case Management End point monitoring Smart Response detect and stop cyber threats				
<p>Note:</p> <ol style="list-style-type: none">1. Installation, Configuration and performing of the related services to achieve Operational acceptance of necessary items in collaboration with APS Technical team and DAB IT Department. Associate Certification training which included all devices, quoted by the vendor for APS and DAB two technical resources.2. The above requirement is a sample requirement vendor can offer a better well-known solution.					

3. Technical Specification :

Technical specification

For

APS Licenses Upgrades/ AfPaySystems Development Including Hardware

Payment switch at APS

Position	Goods (Firm)
Selecting Organisation Name	Da Afghanistan Bank – Central Bank of Afghanistan
Address	Pashtoonistan Watt, Kabul, Afghanistan
Website	www.dab.gov.af
Telephone	+93 202510654
Fax	+93 202100305
Funding Agency	Payments Automation and Integration of Salaries in Afghanistan (PAISA) Project ID P168266 Grant No D4530AF
Contact Person	Abdul Qahir Sahak Deputy Director General of FSSD Mobile : +93744331010 Email : qahir.sahak@dab.gov.af

September 2020

Introduction:

The objective of the Payments Automation and Integration of Salaries in Afghanistan (PAISA) Project is to support the development of digital government-to-person payments in Afghanistan. There are four components to the project, the first component being Biometric identification system for civil servants and pensioners. This component will support the biometric registration and issuance of a unique registration number (URN) to recipients of government salaries and transfers, which will be managed by NSIA. The second component is the integration of the identification, verification and payment systems. The component will focus on the integration of various systems playing different roles in the salary payments, process to achieve full-fledged straight-through processing (STP). This component includes two subcomponents: integration of public financial management infrastructure with digital ID and payments ecosystems, and integration of the national payment's infrastructure with digital ID Infrastructure. The third component is the expansion of financial services and access points. This component aims to ensure that, with the shift to electronic payments, civil servants, including those hitherto paid by 'bonded trustees', and pensioners can either: (i) withdraw cash from their account from safe and convenient locations; or (ii) use their account balance to make cashless payments for goods and services. Finally, the fourth component is the project management. This component will be implemented by MoF and support the provision of resources to carry out the coordination, administrative, social and fiduciary aspects of the project. In line with new requirements at MoF, staffing needs have been estimated for the project life. This component will also finance the undertaking of surveys and other activities related to the monitoring of project outcomes. The Payment systems play a critical role in supporting the financial and real economies. From a broader perspective, a less than optimal use of payment instruments and inefficient or poorly designated system to process these instruments may ultimately have an impact on systemic stability, economic development and growth. The Payment systems are moving from being a narrow channel for transferring funds to a much wider integrated network for transferring additional forms of value. The creation of networks and systems for retail payments can have a substantial role in supporting financial access in developing countries; and modern retail payment technologies an innovative program to channel recurrent payments efficiently can, and are already being used to, integrate the previously underserved and non-served population into the formal financial sector. A well-functioning infrastructure to efficiently and safely process modern payment instruments is necessary to adopt widespread use of modern payment systems.

A modernized national payments system is the cornerstone of the overall financial infrastructure in Afghanistan. Hence, in 2013 Da Afghanistan Bank procured and signed a contract for supply and installation of national card and mobile payment switch dated August 18, 2013 with Banking Production Centre (BPC of the Netherlands under the World Bank funded Financial Sector Rapid Response Project (FSRRP) in Kabul and as per to the contract the national card and mobile payment switch was supplied, installed and implemented by BPC firm and APS office by end of 2015. Subsequently, the Service Level Agreement (SLA) for warranty services period was signed with BPC for support and maintenance of the national payment switch for three years (2017-2019) under FSRRP which has recently been completed by end of 31st December 2019; it is worth mentioning that in accordance to the technical requirements in original contract the APS payment switch need additional support and maintenance services during post-warranty period as well, which is part of the PAISA project procurement plan approved by the World Bank group for further process.

Current Status of APS:

Afghanistan Payments System (APS) was initially inaugurated and found by Pashtany Bank, BMA and Ghazan far Bank in 2011, which subsequently other banks such as Azizi and Islamic Bank of Afghanistan also received its full membership.

In 2013, APS as the National e-Payment Switch of Afghanistan, received funds from World Bank (WB) through Da Afghanistan Bank (DAB). APS is now operating under the umbrella of DAB and is playing a leading role in developing and modernizing the retail banking market in Afghanistan by providing innovative electronic and mobile payment services that help in enhancing the retail banking offerings in the country.

APS is offering e-Payment services by establishing interoperability and interconnectivity in the banking and payments ecosystems for all the state banks, private/commercial banks, microfinance institutions, mobile money operators and payment institutions across the country. APS launched a Domestic Card Scheme named AfPay with debit, credit and prepaid functionalities, and DAB mandated all financial institutions in Afghanistan to integrate with APS for establishing interoperable payment eco-system in or outside the country.

APS functions as a coordinating body bringing together all the member participants, adapting an industry collaborative approach to define payment services, common operating procedures, service levels and standards, as well as representing its member banks and partners in the international card associations and networks, principally in relation to the national payments matters.

Besides being the National e-Payments Switch of Afghanistan, APS is the first and only institution in the country that provides shared platform for electronic fund transfers within the boundaries for all the financial institutions (including banks and mobile money operators), as well as the retail businesses and general public.

Our Vision:

“To deliver a shared interoperable retail e-Payment infrastructure, which provides a low cost, multi-channel switch for e-Payment processing & switching, merchant acquiring, card services and Mobile Financial Services for mutual benefits of all consortium members toward a cashless society”.

Our Mission:

“To proactively encourage e-Payment systems for ushering in a cashless society in Afghanistan and to ensure e-Payment systems in the country are safe, efficient, interoperable, authorized, accessible, inclusive and compliant with international standards”.

3. Technical Specification/ Implementation

Hardware			
No	Item	Specifications	Qty
1	A10 THUNDER 3230s SSLi	SSLi throughput 4.5 Gbps SSLi CPS RSA: 12.5K ECDHE: 7K SSLi concurrent Sessions 200K SSL Bulk throughput 14 Gbps 1 GE Fiber (SFP) 4 1/10 GE Fiber (SFP+) 4 Management Ports 1 x Ethernet Mgmt port, 1 x RJ-45 console port Processor intel Xeon 4-core Memory (ECC RAM) 16GB Storage SSD Hardware Acceleration 1 x FTA-4 SSL Security processor ('S' Model) yes Regulatory certification (FCC Class A, UL, CE, GS, CB, VCCI, CCC, KCC, BSMI, RCM, NEBS RoHS) Plus, SFP Transceivers (including SFP+ transceivers) Power Supply: Dual Hot Swappable 3 years' subscription with support	2
2	FPR-2130 NGFW FTD	Firewall = 10G, NGFW = 5G, NGIPS = 5G Interfaces = 12 X RJ45 10M/100M/1GBase-t Ethernet interface SFP ports = 4 x 1-Gigabit/10-Gigabit SFP+ ports Optional interface = 8-port 1-Gigabit Ethernet (FPR4K-NM-8X1G-F) copier hardware Intel x86 Processor = Single 8-core at 2.0 G Intel x86 Memory = 32 GB DDR4 DRAM Network Processor Unit (NPU) = Single 12-core at 1.2 G	2

		<p>NPU RAM = 16 G Flash = 8G Redundant power = yes Fan = one hot-swappable fan tray with four fans Storage = two SSD slots (200GB), one 200-GB SSD installed second one reserved Management port = 1 Gigabit Ethernet (10M/100M/1 G Base -t) Console port = RJ-45 serial port USB port USB 2.0 Type A (500 mA) License = permanent Smart license Cisco ASA Software = 9.12 Plus SFP Transceivers (including SFP+ transceivers) Rock mountable = yes (4-post EIA-310-D rack) Power cable = Jumper CAB-C13-C14-2M</p>	
<p>3</p>	<p>XG 450 Firewall</p>	<p>Firewall throughput 50 Gbps Firewall IMIX 17.5 Gbps VPN throughput 5.5 Gbps IPS throughput 10 Gbps NGFW (IPS + App Ctrl) Max 9.2 Gbps Antivirus throughput (proxy) 7 Gbps Concurrent connections 20,000,000 New connection/sec 200,000 Maximum licensed users unrestricted Storage 2 x integrated SSD Ethernet interface Coper 8 GbE (incl. 2 bypass pairs) 2 10 GbE SFP+ Flexi ports slots 2 Flexi port modules 8 port GbE SFP+ Flexi port module 4 port 10 GbE SFP+ Plus SFP Transceivers (including SFP+ transceivers) I/O ports 2 x USB 3.0, 1 x COM (RJ45) , 1 x Mgmt port Power supply internal auto-ranging 100-240 VAC 50-60 Hz with hot Swap redundant License subscription Enterprise protect plus (3 years)</p>	
<p>4</p>	<p>PRTG Monitoring-software tools</p>	<p>Version 20.2.58.1629 or update one Flexible Alerting Multiple user interface Cluster failover solution Maps and dashboards Distributed Monitoring In-depth reporting Unified Monitoring (Network device, bandwidth, servers, applications, Virtual environments, remote systems, IoT and etc. 1000 Sensor</p>	<p>1</p>

5	Nessus Professional	Unlimited assessments Easily transferable license Configurable reports Easily customize reports with client name and logo. 3 Years Subscription	1
6	LogRhythm SIEM	AI Engine seamless incident response log management File Integrity Monitoring Case Management End point monitoring Smart Response detect and stop cyber threats	1

4. Eligibility criteria:

- supplier should be official distributor of requested device in Afghanistan and should furnish a document to indicate that the bidder is official distributor of the product.
- The supplier is required to supply the proposed equipment in accordance with the specifications provided.
- The supplier is required to provide the warranty/grantee criteria of hardware/Software in accordance to the warranty/grantee criteria of the manufacturer.
- The supplier is required to purchase and register the required parts in the name of the Afghanistan Payments System.

Technical Specification			
Line Number	Description	Qty	Bidder Response "Comply" or "Not Comply"
A10 THUNDER 3230s SSLi			
1	SSLi throughput 4.5 Gbps SSLi CPS RSA: 12.5K ECDHE: 7K SSLi concurrent Sessions 200K SSL Bulk throughput 14 Gbps 1 GE Fiber (SFP) 4 1/10 GE Fiber (SFP+) 4 Management Ports 1 x Ethernet Mgmt port, 1 x RJ-45 console port Processor intel Xeon 4-core Memory (ECC RAM) 16GB Storage SSD Hardware Acceleration 1 x FTA-4 SSL Security processor ('S' Model) yes Regulatory certification (FCC Class A, UL, CE, GS, CB, VCCI, CCC, KCC, BSMI, RCM, NEBS RoHS) Plus, SFP Transceivers (including SFP+ transceivers) Power Supply: Dual Hot Swappable 3 years' subscription with support	2	
FPR-2130 NGFW FTD			
2	Firewall = 10G, NGFW = 5G, NGIPS = 5G Interfaces = 12 X RJ45 10M/100M/1GBase-t Ethernet interface SFP ports = 4 x 1-Gigabit/10-Gigabit SFP+ ports Optional interface = 8-port 1-Gigabit Ethernet (FPR4K-NM-8X1G-F) copier hardware Intel x86 Processor = Single 8-core at 2.0 G Intel x86 Memory = 32 GB DDR4 DRAM Network Processor Unit (NPU) = Single 12-core at 1.2 G NPU RAM = 16 G Flash = 8G Redundant power = yes Fan = one hot-swappable fan tray with four fans Storage = two SSD slots (200GB), one 200-GB SSD installed second one reserved	2	

	<p>Management port = 1 Gigabit Ethernet (10M/100M/1 G Base -t) Console port = RJ-45 serial port USB port USB 2.0 Type A (500 mA) License = permanent Smart license Cisco ASA Software = 9.12 Plus SFP Transceivers (including SFP+ transceivers) Rack mountable = yes (4-post EIA-310-D rack) Power cable = Jumper CAB-C13-C14-2M</p>		
XG 450 Firewall			
3	<p>Firewall throughput 50 Gbps Firewall IMIX 17.5 Gbps VPN throughput 5.5 Gbps IPS throughput 10 Gbps NGFW (IPS + App Ctrl) Max 9.2 Gbps Antivirus throughput (proxy) 7 Gbps Concurrent connections 20,000,000 New connection/sec 200,000 Maximum licensed users unrestricted Storage 2 x integrated SSD Ethernet interface Coper 8 GbE (incl. 2 bypass pairs) 2 10 GbE SFP+ Flexi ports slots 2 Flexi port modules 8 port GbE SFP+ Flexi port module 4 port 10 GbE SFP+ Plus SFP Transceivers (including SFP+ transceivers) I/O ports 2 x USB 3.0, 1 x COM (RJ45) , 1 x Mgmt port Power supply internal auto-ranging 100-240 VAC 50-60 Hz with hot Swap redundant License subscription Enterprise protect plus (3 years)</p>		
PRTG Monitoring-software tools			
4	<p>Version 20.2.58.1629 or update one Flexible Alerting Multiple user interface Cluster failover solution Maps and dashboards Distributed Monitoring In-depth reporting Unified Monitoring (Network device, bandwidth, servers, applications, Virtual environments, remote systems, IoT and etc. 1000 Sensor</p>	1	

Nessus Professional			
5	Unlimited assessments Easily transferable license Configurable reports Easily customize reports with client name and logo. 3 Years Subscription	1	
LogRhythm SIEM			
6	AI Engine seamless incident response log management File Integrity Monitoring Case Management End point monitoring Smart Response detect and stop cyber threats	1	
<p>NOTE: 1. All the hardware and software should be with one year after sale services(Which should cover the configuration assistance,device upgrade and technical support) plus three years warranty. All hardware and software have to be registered under the DAB name. In addition the vendor should provide certification trainings, which shall include all devices, quoted by the Vendor for DAB.</p> <p>2. The above requirement is a sample requirement vendor can offer a better well-known solution.</p>			

4. Drawings:**Not applicable**

5. Inspections and Tests

The following inspection and tests shall be performed on receipt of goods.

- *Visual inspection;*
- *Verification that the items are new and unused*
- *Confirmation of serial and part number*
- *Inspection for any physical damage;*
- *Verification of serial numbers as per invoice.*
- *Any other test to ensure that the goods supplied are as per technical specification i.e. Brand confirmation, online verification of parts and model number original manufacturer etc.*

PART 3 - Contract

Section VIII. General Conditions of Contract

Table of Clauses

1. Definitions	72
2. Contract Documents	73
3. Fraud and Corruption	73
4. Interpretation.....	73
5. Language.....	74
6. Joint Venture, Consortium or Association	74
7. Eligibility	74
8. Notices	74
9. Governing Law	75
10. Settlement of Disputes.....	75
11. Inspections and Audit by the Bank	75
12. Scope of Supply	76
13. Delivery and Documents	76
14. Supplier's Responsibilities	76
15. Contract Price.....	76
16. Terms of Payment	76
17. Taxes and Duties.....	76
18. Performance Security	77
19. Copyright	77
20. Confidential Information	77
21. Subcontracting	78
22. Specifications and Standards	78
23. Packing and Documents	78
24. Insurance.....	79
25. Transportation and Incidental Services	79
26. Inspections and Tests.....	79
27. Liquidated Damages.....	80
28. Warranty	81
29. Patent Indemnity	81
30. Limitation of Liability	82
31. Change in Laws and Regulations	82
32. Force Majeure	83
33. Change Orders and Contract Amendments	83
34. Extensions of Time.....	84