

TENDER NOTICE

No. EA/02-18-2024

For Supply of Softwares/Licenses

1. Bids are invited from registered Companies for Supply Softwares and Licenses. The Hard Bid Documents are also available in Etisalat head office and can be obtained from procurement department as well can download it from Etisalat Afghanistan website (www.etisalat.af, Tenders).

2. All bidders are requested send their proposal via email to snabizada@etisalat.af by **08th May - 2024**.

3. Bid received after the above deadline shall not be accepted.

Note: If you submit your commercial part of proposal by email, please provide it in password protected document/format. We will request the password once here the concerned committee started the bid's commercial evaluation.

4. Bidders should be registered with Etisalat Afghanistan in Vendor Registration List. If any interested bidder is not registered, first they should register their company before tender deadline and submission of bid.

5. The bidders should have similar experience in this project.

6. Etisalat Afghanistan reserves the right to accept or reject any or all bids and to annul the bidding process at any time, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the affected bidder(s) of the grounds for Etisalat Afghanistan action.

7. All correspondence on the subject may address to Shoaib Nabizada, Sr. Analyst Procurement & Contracts, Etisalat Afghanistan. Email snabizada@etisalat.af and Phone No.+93781 204113.

Ihsanullah Zirak

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Request for Proposal (RFP)

For

Supply of Softwares and Licenses

1. DEFINITIONS:

In this document, the following terms and meanings shall be interpreted as indicated:

1.1 Terms.

“Acceptance Test(s)” means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Goods, Equipment, System, Material, Items or a specified part thereof is able to attain the Performance Level specified in the Technical Specifications in accordance with the provisions of the Contract.

“Acceptance Test Procedures” means test procedures specified in the technical specifications and/or by the supplier and approved by EA as it is or with modifications.

“Approved” or “approval” means approved in writing.

“BoQ ” stands for Bill of Quantities of each job/work as mentioned in this contract and its annexes according to which the contractor shall supply equipment & services and subject to change by agreement of both parties.

“Bidding” means a formal procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract.

“Bid/Tender Document” means the Bid/Tender documents issued by EA for invitation of Bids/Offer along with subsequent amendments and clarifications.

“CIF” means “Cost Insurance Freight” as specified in INCOTERM 2010.

“Competent Authority” means the staff or functionary authorized by EA to deal finally with the matter in issue.

“Completion Date” means the date by which the Contractor is required to complete the Contract.

“Country of Origin” means the countries and territories eligible under the rules elaborated in the “Instruction to Bidders ”.

“Contract” means the Contract between Etisalat Afghanistan (EA) and the Contractor and comprising documents.

“Contractor” means the individual or firm(s) ultimately responsible for supplying all the Goods/Equipment/Systems/Material/Items on time and to cost under this contract to EA.

“Contractor’s Representative” means the person nominated by the contractor and named

as such in the contract and approved by EA in the manner provided in the contract.

“Contract Documents” means the documents listed in Article (Contract Documents) of the Form of Contract (including any amendments thereto) or in any other article in this contract.

“Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

“Day” means calendar day of the Gregorian calendar.

“Delivery charges” means local transportation, handling, insurance and other charges incidental to the delivery of Goods to their final destination.

“D.D.P” means Delivered Duty Paid as defined in the Incoterms 2010 including the unloading responsibility of bidder/seller.

“Effective Date” means the date the Contract shall take effect as mentioned in the Contract.

“Etisalat Afghanistan (EA)” means the company registered under the Laws of Islamic republic of Afghanistan and having office at Ihsan Plaza Charahi Shaheed Kabul in person or any person dully authorised by it for the specific purpose for the specific task within the Contract and notified to contractor in writing.

“Final Acceptance Certificate” means the certificate issued by EA after successful completion of warranty and removal of defects as intimated by EA.

“Force Majeure” means Acts of God, Government restrictions, financial hardships, war and hostilities, invasion, act of foreign enemies, rebellion, revolution, riot, industrial disputes, commotion, natural disasters and other similar risks that are outside of Contractor's and EA's control.

“Goods Receipt Certificate” means certificate issued by the consignee certifying receipt of Goods in good order and condition.

“Liquidated Damages” mean the monetary damages imposed upon the contractor and the money payable to EA by the contractor on account of late delivery of the whole or part of the Goods.

“L.o.A” means Letter of Award issued by EA to successful bidder with regard to the award of tender.

“Month” means calendar month of the Gregorian calendar.

“Offer” means the quotation/bid and all subsequent clarifications submitted by the Bidder and accepted by EA in response to and in relation with the Bid Documents.

“Origin” means the place where the Goods are mined, grown or produced from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

“EA's Representative” shall mean the representative to be appointed by EA to act for and on behalf of EA with respect to this Contract.

“Specifications” means the specifications, provided in the Contract and its annexure and in EA Tender Specifications and where the Contract is silent and in cases of conflicting specifications appearing in the documents, based on the latest version of ITU-T recommendations.

“Supplier/Vendor” (used interchangeably) means the individual or firm ultimately responsible for supplying all the Goods on time and to cost under this Contract acting individually alone or as a “prime contractor” for a consortium.

“Supplier's Representative” means the person nominated by the Contractor and named as such in the Contract and approved by EA in the manner provided in the Contract.

“Warranty Period” shall mean the period of 12 months or any extended period starting from the acceptance of the delivered Goods in good order and conditions at consignee's certified by EA authorized representative (s).

2. INTRODUCTION TO WORK:

2.1 Bids are invited for supply of Software & Licenses in accordance with Etisalat requirement as per Annexure.

3. Bill of Quantity (BoQ)

As per Annexure A

4. Validity of Offers:

The Tenders must be valid for a minimum of 90 days from the Tender closing date, or as may be specified by Purchaser in the Tender documents.

5. Price:

5.1 International Bidders can quote CIP Kabul and Local Bidders shall quote DDP Kabul prices accordingly.

5.2 DDP Prices shall be inclusive of Custom Duties and all Taxes as applicable in Afghanistan as per Islamic Republic of Afghanistan Tax Laws.

5.3 CIP prices shall be quoted in USD and DDP in Afghani currency only.

6. Payment Terms:

6.1 100% Payment after delivery and acceptance of Goods and verified by authorized Etisalat representative.

6.2 Payment shall be made by bank transfer after receipt of original Hardcopy of invoice.

6.3 Advance payment will be not made to contractor.

6.4 EA shall make prompt payment, within thirty days of submission of an invoice/claim by the contractor subject to availability of pre requisite documents specified under the contract and adjustment of penalty (if any) on account of late delivery and/or defective Goods replacement after confirmation from Project Director.

6.5 Payments are subject to deduction of income tax at prevalent rate from the relevant invoices of the contractor and paid to the Tax Authorities, except those especially exempted by the authorities. EA will issue certificate of deductions to the contractor to enable him to settle tax returns with the concerned authorities.

6.6 "Etisalat Afghanistan has full right to issue the PO/Contract payments via mHawala (mobile financial services) system to your mHawala account".

7. Construction of Contract:

The Contract shall be deemed to have been concluded in the Islamic Republic of Afghanistan and shall be governed by and construed in accordance with Islamic Republic Afghanistan Law.

8. Termination of the Contract:

8.1 If during the course of the Contract, the Contractor shall be in breach of the Contract and the Purchaser shall so inform the Contractor by notice in writing, and should the breach continue for more than seven days (or such longer period as may

be specified by the Purchaser) after such notice then the Purchaser may immediately terminate the Contract by notice in writing to the Contractor.

8.2 Upon termination of the Contract the Purchaser may at his option continue work either by himself or by sub-contracting to a third party. The Contractor shall if so required by the Purchaser within 14 days of the date of termination assign to the Purchaser without payment the benefit to any agreement for services and/or the execution of any work for the purposes of this Contract. In the event of the services/jobs being completed and ready for utilization by the Purchaser or a third party and the total cost incurred by the Purchaser in so completing the required services/jobs being greater than which would have been incurred had the Contract not been terminated then the Contractor shall pay such excess to the Purchaser.

8.3 The Contractor shall not have the right to terminate or abandon the Contract except for reasons of force majeure.

9. Local Taxes, Dues and Levies:

9.1 The Contractor shall be responsible for all government related taxes, dues and levies, including personal income tax, which may be payable in the Afghanistan or elsewhere.

9.2 Withholding tax (if applicable) shall be deducted on local portion only as per prevailing rates as notified Islamic republic of Afghanistan. The amount of withholding Tax(s) is 2% of all project cost for local/registered companies who have Afghanistan Government Official Work License and 7% for International/nonregistered companies.

9.3 The contractor will fully inform itself of all Islamic Republic of Afghanistan Tax Regulation and will pay all taxes; duties, tariffs and impositions lawfully assessed against the contractor for execution and performance of the contract.

Annexure -A

Bill of Quantity (BoQ):

| S. No | Item description (Details) | Quantity | Unit Price | Total Price |
|-------|--|----------|------------|-------------|
| 1 | Acrobat Standard | 150 | | |
| 2 | Auto CAD | 4 | | |
| 3 | Archi CAD | 2 | | |
| 4 | 3Ds Max | 2 | | |
| 5 | Primavera P6 Professional | 2 | | |
| 6 | STAAD Pro v8i | 2 | | |
| 7 | Staad foundation | 2 | | |
| 8 | GIS | 1 | | |
| 9 | Governance, Risk and Compliance (GRC) Solution | 3 | | |
| 10 | Password Manager | 30 | | |
| 11 | PVSOL | 1 | | |