



Islamic Republic of Afghanistan

OXUS Afghanistan

COMPETITIVE BIDDING

For

**Procurement of Laptop & Desktop Computers, Server Machines,
and Other IT Equipment including software for OXUS Afghanistan
(Four Lots)**

Ref No.: OXUS/AFP/G-01

May 13, 2020

PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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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 Competitive Bidding 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. Eligible Bidders**
 - 2.1 A Bidder may be a firm that is a private entity, a government-owned entity 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.
 - 2.2 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 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

2.3 A Bidder may have the nationality of any country. 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.

2.4 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration.

- 2.5 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 3. Eligible Goods and Related Services**
- 3.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country in accordance with Section V, Eligible Countries.
- 3.2 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.
- 3.3 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

- 4. Sections of Bidding Document**
- 4.1 The Bidding Documents consist of Parts 1 and 2 which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 6.

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 Requirement

- 4.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
- 4.3 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

6. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

4.4 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.

5. Clarification of Bidding Documents

5.1 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 4.3, 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 6 and ITB 19.2.

6. Amendment of Bidding Document

6.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.

6.2 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 4.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 5.1.

6.3 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 19.2.

C. Preparation of Bids

7. Cost of Bidding

7.1 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.

8. Language of Bid

8.1 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.

**9. Documents
Comprising the
Bid**

9.1 The Bid shall comprise the following:

- (a) Letter of Bid in accordance with ITB 10;
- (b) completed schedules, in accordance with ITB 10 and 11
- (c) Bid Security, in accordance with ITB 16.1;
- (d) documentary evidence in accordance with ITB 14 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
- (e) documentary evidence in accordance with ITB 14 establishing the Bidder's eligibility to bid;
- (f) documentary evidence in accordance with ITB 13, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (g) documentary evidence in accordance with ITB 13, that the Goods and Related Services conform to the Bidding Documents;
- (h) any other document **required in the BDS.**

9.2 In addition to the requirements under ITB 9.1, 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.

9.3 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.

**10. Letter of Bid
and Price
Schedules**

10.1 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 17.2. All blank spaces shall be filled in with the information requested.

11. Bid Prices and Discounts

- 11.1 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.
- 11.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 11.3 The price to be quoted in the Letter of Bid in accordance with ITB 10.1 shall be the total price of the bid, excluding any discounts offered.
- 11.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 10.1.
- 11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.
- 11.6 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 11.4 provided the bids for all lots (contracts) are opened at the same time.
- 11.7 The terms DDP 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.
- 11.8 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:

- 11.9 For Goods manufactured outside the Purchaser's Country, to be imported:
- 11.10 the price of the Goods, quoted DDP named place of destination, in the Purchaser's Country, as specified in the BDS;
- 11.11 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; shall be included into the final total price of each item.
- 11.12 For Goods manufactured outside the Purchaser's Country, already imported:
- 11.13 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.
- 11.14 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;
- 11.15 the price of the Goods, obtained as the difference between (i) and (ii) above;
- 11.16 any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
- 11.17 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.
- 11.18 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:
- 11.19 the price of each item comprising the Related Services (inclusive of any applicable taxes).

12. Currencies of Bid and Payment

- 12.1 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.

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

13.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 3, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

13.2 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.

13.3 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.

13.4 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.

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

14.1 To establish Bidder's their eligibility in accordance with ITB 2, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.

14.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

14.3 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;

14.4 That the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**15. Period of
Validity of Bids**

15.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 19.1. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

15.2 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 16, 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.

16. Bid Security

16.1 The Bidder shall furnish as part of its bid 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.

16.2 If a bid security is specified pursuant to ITB 16.1, 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**,

16.3 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 15.2.

16.4 If a Bid Security is specified pursuant to ITB 16.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.

16.5 If a Bid Security is specified pursuant to ITB 16.1, 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 32.

16.6 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.

16.7 The Bid Security may be forfeited:

- (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 ITB31; or
 - (ii) furnish a performance security in accordance with ITB 32.

16.8 The bid security 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 shall be in the names of all future members as named in the letter of intent referred to in ITB 2.1 and ITB 9.2.

16.9 If a bid security is **not required in the BDS**, pursuant to ITB 16.1, 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 ITB31; or furnish a performance security in accordance with ITB 32;

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.

17. Format and Signing of Bid

17.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 9 and clearly mark it "Original." 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.

17.2 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. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.

17.3 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.

17.4 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

18. Sealing and Marking of Bids

18.1 The Bidder shall enclose the original and all copies of the bid, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.

18.2 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 21.1;
- (c) bear a warning not to open before the time and date for bid opening.

18.3 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.

19. Deadline for Submission of Bids

19.1 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**.

19.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 6, 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.

20. Late Bids

20.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 19. Any

bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

21. Bid Opening

21.1 Except as in the cases specified in ITB 20, the Purchaser shall publicly open and read out in accordance with ITB 21.2 all bids received by the deadline at the date, time and places specified in the BDS in the presence of Bidders designated representatives, anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 19.1, shall be as specified in the BDS.

21.2 All envelopes shall be opened one at a time, reading out: the name of the Bidder; the total Bid Prices, per lot (contract) if applicable, including any discounts; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending bid opening. The Purchaser shall neither discuss the merits of any bid nor reject any bid except for late bids.

21.3 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder; the Bid Price, per lot (contract) if applicable, including any discounts; 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.

E. Evaluation and Comparison of Bids

22. Confidentiality

22.1 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 communicated to all Bidders.

22.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.

22.3 Notwithstanding ITB 22.2, 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.

- 23. Clarification of Bids**
- 23.1 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. 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.
- 24. Correction of Arithmetical Errors**
- 24.1 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.
- 24.2 Bidders shall be requested to accept correction of arithmetical errors.
- 25. Conversion to Single Currency**
- 25.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as **specified in the BDS**.
- 26. Evaluation of Bids**
- 26.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 26.2 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 11;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 24.1;

- (c) price adjustment due to discounts offered in accordance with ITB 11.3;
 - (d) Converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 25;
 - (e) Other evaluation factors as specified in the BDS.
- 27. Comparison of Bids**
 - 27.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 26.2 to determine the lowest evaluated bid.
- 28. Qualification of the Bidder**
 - 28.1 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.
 - 28.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 14.
 - 28.3 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.
- 29. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
 - 29.1 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

- 30. Award Criteria**
 - 30.1 Subject to ITB 29.1, 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.
- 31. Signing of Contract**
 - 31.1 Promptly after completion of the evaluation, the Purchaser shall send the successful Bidder the Contract Agreement.
- 32. Performance Security**
 - 32.1 Within ten (10) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the

Performance Security, using for that purpose the Performance Security Form acceptable to the Purchaser.

- 32.2 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.

ITB Clause Reference	A. General																	
ITB 1.1	The reference number of the Invitation for Bids is: OXUS/AFP/G-01																	
ITB 1.1	The Purchaser is: OXUS Afghanistan																	
ITB 1.1	<p>The name of the Competitive Bidding is: Procurement of Laptop & Desktop Computers, Server Machines, and Other IT Equipment including software for OXUS Afghanistan (Four Lots)</p> <p>The number, identification and names of the lots comprising this bidding are: 4 Lots as given below:</p> <table><tr><th>Lot #</th><th>Description of Lot</th><th>No of Items in each Lot</th></tr><tr><td>1</td><td>Procurement of Laptop Computers, Desktop Computer, Server Machine, Rack, Network Cable, and Storage backup devises for OXUS Afghanistan</td><td>See Section VII, Schedule of Requirements</td></tr><tr><td>2</td><td>Procurement of Routers, Firewall devises, and Network Switches for OXUS Afghanistan</td><td>See Section VII, Schedule of Requirements</td></tr><tr><td>3</td><td>Procurement of MS SQL Server Enterprise 2019 & SQL FTP Backup, Fleet Maintenance Pro Software, Windows Server License, Antivirus, Exchange Server License for OXUS Afghanistan</td><td>See Section VII, Schedule of Requirements</td></tr><tr><td>4</td><td>Procurement of Raised Floor and Setup of Data Center for Disaster Recovery locations for OXUS Afghanistan</td><td>See Section VII, Schedule of Requirements</td></tr></table> <p>The bidders, at their option, may bid for one or more lots. Each lot will be evaluated separately and the contracts will be awarded accordingly.</p>			Lot #	Description of Lot	No of Items in each Lot	1	Procurement of Laptop Computers, Desktop Computer, Server Machine, Rack, Network Cable, and Storage backup devises for OXUS Afghanistan	See Section VII, Schedule of Requirements	2	Procurement of Routers, Firewall devises, and Network Switches for OXUS Afghanistan	See Section VII, Schedule of Requirements	3	Procurement of MS SQL Server Enterprise 2019 & SQL FTP Backup, Fleet Maintenance Pro Software, Windows Server License, Antivirus, Exchange Server License for OXUS Afghanistan	See Section VII, Schedule of Requirements	4	Procurement of Raised Floor and Setup of Data Center for Disaster Recovery locations for OXUS Afghanistan	See Section VII, Schedule of Requirements
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3	Procurement of MS SQL Server Enterprise 2019 & SQL FTP Backup, Fleet Maintenance Pro Software, Windows Server License, Antivirus, Exchange Server License for OXUS Afghanistan	See Section VII, Schedule of Requirements																
4	Procurement of Raised Floor and Setup of Data Center for Disaster Recovery locations for OXUS Afghanistan	See Section VII, Schedule of Requirements																
	B. Contents of Bidding Documents																	
ITB 5.1	<p>Clarification may be requested not later than 14 days before the submission date.</p> <p>For Clarification of bid purposes only, the Purchaser’s address is:</p> <p>Address: OXUS Afghanistan House # 600, Street # 6, Qala-e-Fatullah, District 10, Kabul, Afghanistan.</p> <p>Attention: Zabiullah Jahesh, deputy IT Manager</p> <p>Email: zabihullah.jahesh@oxusaf.org , and copy to abdul.rahman@oxusaf.org</p>																	

ITB 5.1	Web page: www.oxusnetwork.org												
	C. Preparation of Bids												
ITB 8.1	The language of the bid is: English												
ITB 9.1 (h)	The Bidder shall submit the following additional documents in its bid: N/A												
ITB 11.5	Prices quoted for each lot shall correspond to 100 % of the quantities specified for each lot.												
ITB 11.6	The prices quoted by the Bidder shall be fixed .												
ITB 11.7	The Incoterms edition is “ Incoterms 2010 ”.												
ITB 11.8	<p>Place of Destination: DDP Kabul, OXUS Main Office: House # 600, Street # 6, Qala-e-Fatullah, District 10, Kabul, Afghanistan Local taxes are applicable to even foreign Bidders. OXUS will deduct the applicable tax from gross billed amount while making payment, as per article 72 of the Afghan Income Tax Law.</p> <p>For more information on taxes in Afghanistan, the Bidder is advised to refer to the website of Ministry of Finance: www.mof.gov.af/tax</p>												
ITB 12.1	The Bidder is not required to quote in the currency of the Purchaser’s Country the portion of the bid price that corresponds to expenditures incurred in that currency.												
ITB 14.2	Manufacturer’s authorization is: Required as per the requirements of section VII of the bidding documents.												
ITB 15.1	The bid validity period shall 120days .												
ITB 16.1	<p>The amount of the Bid Security shall be:</p> <table><tr><th>Lot No.</th><th>Description</th><th>Bid Security amount in AFN or an equivalent amount in a freely convertible currency</th></tr><tr><td>Lot 1</td><td>Procurement of Laptop Computers, Desktop Computer, Server Machine, Rack, Network Cable, and Storage backup devises for OXUS Afghanistan</td><td>AFN 255,000</td></tr><tr><td>Lot 2</td><td>Procurement of Routers, Firewall devises, and Network Switches for OXUS Afghanistan</td><td>AFN 270,000</td></tr><tr><td>Lot 3</td><td>Procurement of MS SQL Server Enterprise 2019 & SQL FTP</td><td>AFN 210,000</td></tr></table>	Lot No.	Description	Bid Security amount in AFN or an equivalent amount in a freely convertible currency	Lot 1	Procurement of Laptop Computers, Desktop Computer, Server Machine, Rack, Network Cable, and Storage backup devises for OXUS Afghanistan	AFN 255,000	Lot 2	Procurement of Routers, Firewall devises, and Network Switches for OXUS Afghanistan	AFN 270,000	Lot 3	Procurement of MS SQL Server Enterprise 2019 & SQL FTP	AFN 210,000
Lot No.	Description	Bid Security amount in AFN or an equivalent amount in a freely convertible currency											
Lot 1	Procurement of Laptop Computers, Desktop Computer, Server Machine, Rack, Network Cable, and Storage backup devises for OXUS Afghanistan	AFN 255,000											
Lot 2	Procurement of Routers, Firewall devises, and Network Switches for OXUS Afghanistan	AFN 270,000											
Lot 3	Procurement of MS SQL Server Enterprise 2019 & SQL FTP	AFN 210,000											

		Backup, Fleet Maintenance Pro Software, Windows Server License, Antivirus, Exchange Server License for OXUS Afghanistan	
	Lot 4	Procurement of Raised Floor and Setup of Data Center for Disaster Recovery locations for OXUS Afghanistan	AFN 65,000
	Total all lots		AFN 800,000
	<p>The bid security shall remain valid for a period of 28 days beyond the validity period of the bids. i.e. 148 days from Bid submission deadline or extended bid submission deadline, if extended in accordance with ITB Clause 15.2.</p> <p>Note: Bid shall include original Bid Security (Bank Guarantee) in specified format that included in Section IV Bidding Forms and the Bid Security shall be submitted in original form. Photocopies, scanned copies will not be accepted.</p>		
ITB 16.3 (d)	Other types of acceptable securities: "None"		

ITB 16.9	N/A
ITB 17.1	In addition to the original of the bid: One original + One Copy
ITB 17.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: The Authorization Letter
	D. Submission and Opening of Bids
ITB 19.1	<p>For bid submission purposes only, the Purchaser's address is: House # 600, Street # 6, Qala-e-Fatullah, District 10, Kabul, Afghanistan Attention: Zabiullah Jahesh, deputy IT Manager</p> <p>The deadline for bid submission is: Date: June 10, 2020 Time: 10:00 AM (Kabul Local Time)</p> <p>Bidders <i>"shall not"</i> have the option of submitting their bids electronically.</p>
ITB 21.1	<p>The bid opening shall take place at the OXUS office, Conference Hall. House # 600, Street # 6, Qala-e-Fatullah, District 10, Kabul, Afghanistan</p> <p>Bid opening: Date: June 20, 2020 Time: 10:00 AM (Kabul Local Time)</p> <p>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.</p>
ITB 21.2	The Letter of Bid and Price Schedules shall be initialed by the representatives of the Purchases conducting the Bid opening.
	E. Evaluation and Comparison of Bids
ITB 25.1	<p>Bid prices expressed in different currencies shall be converted in: Afghani Currency.</p> <p>The source of exchange rate shall be: Da Afghanistan Bank, Kabul, Afghanistan.</p> <p>The date for the exchange rate shall be: Date of bid opening and Selling Transfer rate.</p>

ITB 26.2(a)	<p>Evaluation will be done for Lots:</p> <p>Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. 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 average 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.</p> <p>Bidders shall be allowed to quote separate prices for one or more lots. Refer to Section III Evaluation and Qualification Criteria, for the evaluation methodology, if appropriate.</p> <p>The bidders may choose to quote for one or more lots in the schedule of requirements and each lot will be evaluated and awarded separately. However, bidders shall quote for the complete requirement of goods and services specified under each lot on a single responsibility basis, failing which such bids will not be taken into account for evaluation and will not be considered for award.</p>
ITB 26.2 (e)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <ul style="list-style-type: none">(a) Deviation in Delivery schedule: No(b) Deviation in payment schedule: No(c) the cost of major replacement components, mandatory spare parts, and service: No(d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid: No(e) the projected operating and maintenance costs during the life of the equipment; No(f) the performance and productivity of the equipment offered; No

Section III. Evaluation and Qualification Criteria

1. Evaluation(ITB 26) 28

2. Qualification (ITB 28)29

1. Evaluation (ITB 26)

1.1. Evaluation Criteria (ITB 26.6)

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 11.8, one or more of the following factors as specified in ITB26.2 (f) and in BDS referring to ITB26.6, using the following criteria and methodologies.

- (a) Delivery schedule. (As per Incoterms specified in the BDS) **No**

Relevant parameter of delivery: **Within 90 Days maximum**

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as nonresponsive.

- (b) Deviation in payment schedule. **No**
- (c) Cost of major replacement components, mandatory spare parts, and service. **No**
- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid. **No**
- (e) Projected operating and maintenance costs. **No**
- (f) Performance and productivity of the equipment. **No**

1.2. Multiple Contracts (ITB 26.4)

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 28.1 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 11.8
- (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. Qualification (ITB 28)

2.1 Post-qualification Requirements (ITB 28.1)

After determining the lowest-evaluated bid in accordance with ITB 27.1, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB 28, 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 **their annual turnover is more than 1.2 times of the price of their bid**. Alternatively, they shall include a letter from a reputed bank indicating their financial status which shall include their ability to perform the contract of magnitude equivalent to the quoted price.

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- I. Bidders must provide evidence of having executed at least one contract of supply of similar equipment with similar or larger magnitude within the period of last five years. The list of supplied equipment shall include:
 - Name and address of Purchaser with email address/phone no.
 - Contract number and date.
 - Equipment/items ordered/supplied with their respective quantities.
 - Scheduled delivery date and actual delivery date.
 - Details of Complaint, if any, received from the purchaser about the performance of the Equipment/items.
- II. The bidder/supplier must have:
 - The equipment offered for supply must be of the most recent series models incorporating the latest improvements in design and must have been in satisfactory operation for a period of 12 months as on the date of bid opening;
- III. The bids of bidders quoting as authorized distributor/ dealer reseller meeting with the above requirements in full can be considered only if:
 - The manufacturer/ authorized distributor furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as;

(c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:

- I. The bidder shall introduce the source for the required spare parts and after sales services in the country of the purchaser or outside the purchaser's country, and provide the complete address of the dealer/agent.

Section IV. Bidding Forms

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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 forms and shall be deleted from the final products.

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

Bid 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;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 2;
- (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;
- (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:

For Lot#1: _____

For Lot#2: _____

For Lot#3: _____ For Lot#4: _____

[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 2.2(e);

(j) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 2.5;¹

(k) 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.”)

¹Bidder to use as appropriate

- (l) 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
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (n) 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]

Date signed _____
[insert date of signing as day, month, 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]

Bid 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:

[insert Bidder's legal name]

2. In case of JV, legal name of each member:

[insert legal name of each member in JV]

3. Bidder's actual or intended country of registration:

[insert actual or intended country of registration]

4. Bidder's year of registration:

[insert Bidder's year of registration]

5. Bidder's Address in country of registration:

[insert Bidder's legal address in country of registration]

6. Bidder's Authorized Representative Information

Name: _____

[insert Authorized Representative's name]

Address: _____

[insert Authorized Representative's Address]

Telephone/Fax numbers: _____

[insert Authorized Representative's telephone/fax numbers]

Email Address: _____

[insert Authorized Representative's email address]

7. Attached are copies of original documents of
[check the box(es) of the attached original documents]

- ☐ 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.
- ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.
- ☐ In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing:
 - 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]

Bid 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
[check the box(es) of the attached original documents]

- ☐ 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.
- ☐ 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 and Completion Schedule

Currencies in accordance with ITB 12					Date: _____ Bidding No: OXUS/AFP/G-01. _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7
S N°	Description of Goods	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price (Col. 5*6)
<i>[insert number]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin]</i>	<i>[insert delivery date at place of final destination]</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 _____ Signature of Bidder _____ Date _____

[insert complete name of Bidder] [signature of person signing the Bid] [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)]

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

Section V. Eligible Countries

Eligibility for the Provision of Goods, Works and Non-Consulting Services

In reference to ITB 2 and ITB 3, 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 2 and 3: “None”

Section VI. Policy - Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works, and Non-Consulting Services:

“Fraud and Corruption:

1.16 The policy requires that Borrower, 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 the contracts.² In pursuance of this policy:

(a) 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

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 Purchasers’ officials 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.

in order to materially impede the investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the 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 mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Purchaser or of a recipient of any part of the proceeds, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Purchaser having taken timely and appropriate action satisfactory to address such practices when they occur;

PART 2 – Supply Requirements

Section VII. Schedule of Requirements

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1. List of Goods and Delivery Schedule

Procurement of Laptop & Desktop Computers, Server Machines, and Other IT Equipment including software for OXUS Afghanistan (Four Lots)

Item No	Description of Goods	Quantity	Physical Unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date <i>[to be provided by the bidder]</i>
Lot One (1)							
1	Laptop Computer	1	PU	OXUS Main Office: House # 600, Street # 6, Qala-e-Fatullah, District 10, Kabul, Afghanistan	-	90 Days	
2	Desktop Computers	3					
3	Server Machine	5					
4	Rack 42U for Server with Cable Manager	6					
5	Network Cable UTP / STP CAT6	3					
6	Storage Back up device	2					
Lot Two (2)							
1	Router	4	PU	OXUS Main Office: House # 600, Street # 6, Qala-e-Fatullah, District 10, Kabul, Afghanistan	-	90 Days	
2	Firewall Devices	2					
3	Network switch	3					

Lot Three (3)							
1	MS SQL Server Enterprise 2019& SQLFTP Backup	2	PU	OXUS Main Office: House # 600, Street # 6, Qala-e-Fatullah, District 10, Kabul, Afghanistan	-	90 Days	
2	Fleet Maintenance Pro Software (for 5 users)	1					
3	Windows Server License	3					
4	Antivirus License (Security for Windows Server for 2 Years)	3					
5	Exchange Server License	2					
Lot Four (4)							
1	Raised Floor	2	PU	OXUS Main and Mazar Offices: House # 600, Street # 6, Qala-e-Fatullah, District 10, Kabul, Afghanistan	-	90 Days	
2	Setup of Data Center for Disaster Recovery locations	3					

1. The delivery period will count from date of the signature of the contract for direct payment. In case of Letter of Credit, the delivery period will begin from the date of the Letter of Credit made operative at the beneficiary's bank.
2. Partial shipments are not accepted; the entire delivery must be completed within the specified delivery period mentioned above.
3. Bids must include full quantity of Lot. Incomplete Lot will not be accepted.
4. Bidders quoting longer delivery period by more than indicated above will be treated as non-responsive.

Address:

Attention: Zabiullah Zahesh

Deputy IT Manager, OXUS Afghanistan

House # 600, Street # 6, Qala-e-Fatullah, District 10, Kabul, Afghanistan

2. Technical Specifications

Bidders are required to offer a product/model meeting the required specifications given below and provide details of the offer. **The specifications furnished here are minimum required, any bidder offering higher specification shall not be benefited in comparison with the bidder offering as per specification.**

In the specification if any proprietary names/features are mentioned does not necessarily imply exclusive preference for the item so identified. It indicates the necessary properties and standard of the item. The bidder can quote the equivalent product with technical literature.

Bidders must enter “comply or not comply” against each paragraph of the specification, comment as necessary, and it is desirable to sign & stamp each page. Failure to complete this statement of compliance may result in the offer being not considered for evaluation and award.

The Goods shall comply with the following Technical Specifications and Standards:

Lot #1

Item No	Name of Goods or Related Service	QTY	Technical Specifications and Standards	Comply / Not Comply
1.				
1.1.	Laptop Computer	1	XPS 15 7590 9th Generation Intel® Core™ i7-9750H (12MB Cache, up to 4.5 GHz, 6 cores) or equivalent/Higher Windows 10 Pro 64-bit English 16GB DDR4-2666MHz, 2x8G 256GB M.2 PCIeNVMe Solid State Drive 15.6" FHD (1920 x 1080) InfinityEdge Anti-Glare Non-touch IPS 100% sRGB 500-Nits display	
1.2.	Desktop Computers	3	OPTIPLEX 7060 or equivalent/Higher (SFF Intel® Core™ i7 6th Processor 3.20Ghz (6M Cache, up to 3.60 GHz) 16GB (2X8GB) 2666MHz DDR4 UDIMM Non-ECC1TB 7200RPM SATA DVD R/W Optical drive Dell Multimedia Keyboard (QWERTY) & Mouse – Black Lan Card 100/1000MBPS Windows 10 Pro 64bit-licensed Dell E1916He Monitor	
1.3.	Server Machine	5	Power Edge (TM) R740 Rack Mount Server: or equivalent/Higher Power Edge R740/R740XD Motherboard 2 x Intel Xeon Platinum 8160M 2.1G, 24C/48T, 10.4GT/s, 33M Cache, Turbo, HT (150W) 1.5TB DDR4-2666 1 iDRAC Group Manager, Enabled 1 iDRAC, Factory Generated Password Chassis with up to 8 x 2.5" SAS/SATA Hard Drives for 2CPU Configuration Power Edge 2U Standard Bezel Riser Config 2, 3 x8, 1 x16 slots Power Edge R740 Shipping (APCC/Taiwan) 14G Open Manage placemat 1 PowerEdge R740 Shipping Material Dell EMC Luggage Tag No Quick	

			Sync 1 2666MT/s RDIMMs Performance Optimized128GB (32 X 4) RDIMM 2666MT/s Dual RankiDRAC9,Enterprise 1 x 1.92TB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive4 x 2TB SAS 10K HDD PERC H740P RAID Controller, LP Adapter Dell EMC Power Edge SFP+ SR Optic 10GbE, 850nm6 Standard Fans for R740/740XDStandard 2U Heat sink 2 DVD ROM, SATA, Internal Dual, Hot-plug, Redundant Power Supply (1+1), 750WTrusted Platform Module 2.0Long Jumper Cord, C13-C14,4m,10a (APCC except ANZ)Broadcom 57412 Dual Port 10GbE SFP+ & 5720 Dual Port 1GbE BASE-T r NDC Intel X550 Quad Port 10GbE, Base-T Network Daughter card No Operating System Ready Rails Sliding Rails With Cable Management Arm Un configured RAID Open Manage Enterprise Advanced	
1.4.	Rack 42U for Server with Cable Manager	6	S27-Series rack or equivalent/Higher - 42Ux600Wx1070D with Side Panels, RAL9005 Black with 650mm depth fixed shelf	
1.5.	Network Cable UTP / STP CAT6	3	Category: Cat6a Frequency: 500MHz Connector: RJ45 8Pin Sheilded: Yes Speed: 10 Gbps or equivalent/Higher	
1.6.	Storage Back up device	2	WD 6TB My Cloud Home Duo Personal Cloud Storage or equivalent/Higher	
Warranty		a) One year full warranty.		

Note: OXUS will only accept the genuine equipment and reserves the rights to reject the equipment which are not genuine at any stage of delivery and/or warranty period, without paying any cost.

نوت: صرف تجهیزات اصلی مورد قبول اداره آکسس قرار خواهد گرفت. در صورت اصلی نبودن تجهیزات، اداره مسفا در هر مرحله (انتقال/وارنتی) میتواند تجهیزات را بدون پرداخت هزینه آن مسترد نماید.

Lot #2

Item No	Name of Goods or Related Service	QTY	Technical Specifications and Standards	Comply / Not Comply
2.1.	Router	4	ASR 1001-X , Rack Height: 1RU , System or equivalent/Higher Bandwidth: 2.5G (default) Router Processor (RP) Quad-core 2.13Ghz processor Build-in Gigabit Ethernet port 6 x SFP ports, 2 x SFP+ ports Redundancy SIP and Ethernet line card Integrated in chassis , Embedded hardware-based encryption 8-Gbps crypto support throughput Rack-mounting , 19-inch , DRAM Memory , 8 GB , Flash Memory 8 GB Shared port adapters 1 SPA slot External USB flash memory 1-GB USB flash-memory support	
2.2.	Firewall Devices	2	ASA5525-IPS-K9 ,ASA 5500 Series IPS Edition Bundles or equivalent/Higher , Cisco ASA5525-IPS-K9 ASA 5525-X with IPS, SW, 8GE Data, 1GE Mgmt, AC, 3DES/AES	
2.3.	Network switch	3	Catalyst 3650 48 Port Data 4x1G Uplink IP Base or equivalent/Higher	
Warranty		One year full warranty.		

Note: OXUS will only accept the genuine equipment and reserves the rights to reject the equipment which are not genuine at any stage of delivery and/or warranty period, without paying any cost.

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Lot#3

Item No	Name of Goods or Related Service	QTY	Technical Specifications and Standards	Comply / Not Comply
3.1.	MS SQL Server Enterprise 2019& SQLFTP Backup	2	Compute Capacity: Minimum 8 Core(s) Maximum & Maximum memory utilized (per instance of SQL Server Database Engine) = Operating system Maximum, Maximum Core Supported by single instance of SQL server database Engine = Operating System Maximum. FTP Backup :SQL Backup and FTP is MS SQL Server backup software that runs scheduled backups (full, differential or transaction log) of SQL Server or SQL Server Express databases (any version), runs file/folder backup, zips and encrypts the backups, stores them on a network or on an FTP server or in the cloud, removes old backups, and sends an e-mail confirmation on the job's	
3.2.	Fleet Maintenance Pro Software (for 5 users)	1	vinitysoft or equivalent Track vehicle expenses, create maintenance programs and service schedules, monitor fuel consumption, track vehicle values and depreciation, and manage driver records all from the same interface. Start your day with a daily email from Vehicle Fleet Manager telling you what's due and what's past due. Run in-depth reports and dive deep into your data to find ways that your fleet excels at efficiency and where there may be room for improvement. SQL Server supported	
3.3.	Windows Server License	3	Microsoft Windows Server Standard 2019 - Base License (16-Core) with 150 CALS	
3.4.	Antivirus License (Security for Windows Server for 2 Years)	3	Cross-platform antimalware protection against shared-file and host-system infection With Exploit Blocker and Advanced Memory Scanner to neutralize sophisticated threats. Meets the Needs of Complex Network Infrastructure. Optimized for virtual environments, with native clustering support and storage scan. Low System Demands. Leaves more system resources free while still delivering complete protection. Remote Management. Fully manageable via the new ESET Remote Administrator web-console.	
3.5.	Exchange Server License	2	Exchange Server 2019 Enterprise - Open License, 200 user CAL	
Warranty		One year full warranty.		

Note: OXUS will only accept the genuine equipment and reserves the rights to reject the equipment which are not genuine at any stage of delivery and/or warranty period, without paying any cost.

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Lot #4

Item No	Name of Goods or Related Service	QTY	Technical Specifications and Standards	Comply / Not Comply
4.1.	Raised Floor	2	The raised floor should be in compliance with best industry practices (surface & Stands shall be moveable), in two locations (Kabul , Mazar each location 20 m ²), use only Metal.(Aluminum or steel)	
4.2.	Setup of Data Center for Disaster Recovery locations	3	Security System : <ul style="list-style-type: none"> - Strong doors (Metal) - Fire extinguisher - Biometric Finger locks - CCTV to cover the inside and outside DC - Smoke detectors Cabling <ul style="list-style-type: none"> - Horizontal Cabling zone - Vertical cabling zone Architecture Design: <ul style="list-style-type: none"> - Fireproof walls (metal) - Area : 20 m² - Cooling equipment indoor & outdoor units. - Cooling piping route - Rack connection - Data and power Tray Environmental Monitoring <ul style="list-style-type: none"> - Room Alert 32E MonitorEnvironment Monitoring, Alerting system device. 	
Warranty		a) One year full warranty. b) Installation included in both Kabul and Mazar offices		

Note: OXUS will only accept the genuine equipment and reserves the rights to reject the equipment which are not genuine at any stage of delivery and/or warranty period, without paying any cost.

نوت: صرف تجهیزات اصلی مورد قبول اداره آکسس قرار خواهد گرفت. در صورت اصلی نبودن تجهیزات، اداره مسافر در هر مرحله (انتقال/وارنتی) میتواند تجهیزات را بدون پرداخت هزینه آن مسترد نماید.

3. Drawings

These Bidding Documents includes no drawings.

4. Inspections and Tests

The following inspections and tests shall be performed on receipt of Goods:

1. Visual inspection
2. Completeness of quantities
3. Inspection for any physical damage,
4. Manufacturer's test and inspection certificate will be verified.
5. Any other test to ensure that the goods supplied are as per technical specification and genuine and meet other requirements of the Contract