



**REQUEST FOR QUOTATION  
[ANNUAL TAX CLEARANCE SERVICES]**

**[RFP/RFQ] Number:** RFP-COMAC-KBL-001

**Subject:** Tax Clearance Certificate - Medium Tax Office (MTO)

**Issue Date:** February 24, 2021

**Deadline for submission of questions:** March 2, 2021 – 4:00PM, Kabul Local Time

**Deadline for submission of proposal:** March 9, 2021- 4:00PM, Kabul Local Time

**Submission of Questions and Quotations:** [comac-procurementkbl@blumont.org](mailto:comac-procurementkbl@blumont.org)

**I. PURPOSE**

BLUMONT is inviting Tax Specialized companies or consultancy firms to submit proposals for the tax clearance of BLUMONT tax liabilities in Afghanistan for the period of 1393-1399/2014-2020, in accordance and compliance with Tax Administration Law and Income Tax Law of Afghanistan.

**II. COMPANY INFORMATION**

Blumont is a global organization working with local communities to deliver lifesaving humanitarian assistance, build infrastructure, and foster opportunities for long-term stability and development. Blumont's mission is to help people and communities overcome the challenges they face and create a foundation for progress. With efforts tailored to meet each community's unique needs and opportunities, over the past 20 years, Blumont has developed expertise in taking on challenging situations in challenging environments.

**III. DESCRIPTION OF SERVICES AND DELIVERABLES**

Blumont Afghanistan country office needs to comply with GIROA regulations. For this purpose, the Tax consultancy will be doing due diligence and steps identified in methodology and Scope

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of Work detailed below to obtain Annual Tax Clearance Certificates for the years mentioned under Article (I) above.

As per Government Islamic Republic of Afghanistan (GIROA) MTO policies, all national and international NGOs need to provide annual financial report (EZ HAR NAMA) to MTO and do annual tax clearance. In compliance with GIROA rules and regulation, Blumont also needs to provide annual financial report for all projects implemented between 2014 - 2019.

### **Methodology and Scope of Work.**

The Tax consultancy will use its experience and professional knowledge to prepare the required information from Blumont archive. Tax consultancy service will include but not limited to the below:

- a) Collect financial and tax information from Blumont for the purpose of tax clearance.
- b) Collect financial documents as required for EZHARNAMAs from the start of Blumont operation in Afghanistan to the end of 2020.
- c) Summarize and analyze financial information and sort it out for EZHARNAMA and other forms required by GIROA.
- d) Fill EZHARNAMA according to GIROA rules and regulations, through online submission, if possible.
- e) Work with Blumont finance team to obtain and keep in file all the required information and documents for the tax clearance.
- f) Assist Blumont in the processing of EZHARNAMA in MTO.
- g) Obtain EZHARNAMA Approval / Tax Clearance certificate for Blumont Global Development.
- h) Assist in obtaining the evaluation of (Arzyabi) process to get the tax clearance certificate issued.

Blumont primary point of contact for this service is the Senior Finance Manager of Blumont COMAC Afghanistan.

NOTE: Blumont has provided substantial information to MTO for purposes of overall assessment of Blumont's tax liability



**IV. TYPE OF CONTRACT/PURCHASE ORDER**

Blumont intends to issue a Firm Fixed Price type contract with the Offeror that submits the **Lowest Price Technically Accepted (LPTA)** offer provided that such Offeror has been technically qualified in accordance with the solicitation requirements.

**V. PERIOD OF PERFORMANCE AND DELIVERY DATES**

The consultancy is expected to prepare complete package for MTO annual financial reporting and tax clearance and obtain the Tax Clearance Certificate for Years 2014 through 2021. This output shall be delivered No Later Than March 20, 2021.

**VI. PAYMENT METHOD AND TERM**

Payment will be made within 30 days after satisfactory completion of each delivery or milestone agreed upon and established in the resulting contract, and upon receipt of the original invoice(s) from the Contractor.

Payments will be made via electronic funds transfer or by checks.

**VII. GENERAL REQUIREMENTS**

Selected offeror must provide all requested information and fulfill all conditions requested. Offers that do not fully meet any of the requirements listed below will be disqualified/rejected.

The Company must have a DUNS number or obtain one within 5 days of being notified of selection. DUNS number can be obtained as below:

**SAM website:** <https://www.sam.gov/SAM/>. In some cases, SAM registration will also be required in order to receive federally funded award.

**DUNS Website:** <http://fedgov.dnb.com/webform>

**YouTube tutorial on Getting a DUNS number:**  
<https://www.youtube.com/watch?v=DtwYgWr2CJI>

**VIII. INSTRUCTIONS FOR THE PREPARATION OF THE PROPOSAL**

At minimum, the proposal shall include the following:

- Legal name of the firm and registered address
- Business license

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- Name of authorized representative, telephone number(s), and e-mail address
- Brief description of the firm which illustrates overall capabilities to meet the terms of this solicitation
- Offeror's experience in conducting similar tax clearance services in the past and list of NGOs who were assisted by the offeror
- Resumes and qualifications of Key Personnel who will be assigned to deliver the required services
- Confirmed time schedule for the work to be done
- Completed/signed Representations & Certifications in Appendix (I)
- Detailed Price Quotation

**IX. EVALUATION CRITERIA AND SELECTION**

The proposals will be evaluated based on following evaluation criteria:

- Experience and Capabilities of the offeror in conducting similar work in the past
- Key Personnel/Staffing Plan of qualified personnel who will be assigned to do the work
- Demonstrated successful past performance. If available, written testimonials from other clients who have received similar services from the offeror.

All proposals received in response to this RFP will be evaluated based on Cost and Technical factors. The Contract/Purchase Order will be awarded to the firm which has passed technical evaluation with lowest reasonable and realistic price.

- Blumont may reject any or all offers received.
- Issuance of solicitation does not constitute award commitment by BLUMONT. Solicitation may be cancelled.
- Blumont reserves the right to disqualify any offer based on offeror failure to follow solicitation instructions.
- Blumont will not compensate offerors for responses to solicitation.
- Blumont reserves the right to issue award based on initial evaluation of offers without further discussion.

**VERY IMPORTANT**

**THIS CONTRACT/PURCHASE ORDER RESULTING FROM THIS SOLICITATION MUST BE SIGNED BY BOTH PARTIES IN ORDER TO BE CONSIDERED VALID AND IN FORCE.**

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**ALL COSTS ASSOCIATED WITH, BUT NOT LIMITED TO, PRODUCTION, PREPARATION AND/OR DELIVERY OF GOODS OR SERVICES, INCLUDING DELIVERIES, ACCEPTED BY BLUMONT STAFF, WITHOUT A FULLY EXECUTED (SIGNED BY BOTH PARTIES) CONTRACT/PURCHASE ORDER, ARE AT THE VENDOR'S RISK ONLY. BLUMONT SHALL NOT PAY FOR ANY COSTS, WITHOUT LIMITATION, ASSOCIATED WITH PRODUCTION, PREPARATION OR DELIVERY OF GOODS AND/OR SERVICES UNDER THIS OR ANY OTHER CONTRACT/PURCHASE ORDER, WHICH HAS NOT BEEN SIGNED BY BOTH PARTIES.**

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**APPENDIX - I**

**REPRESENTATIONS AND CERTIFICATIONS**

By signing this proposal/contract, the contractor/offeror is bound by the certification set out below:

**Certification Regarding Debarment and Suspension**

- (1) Recipient/Contractor certifies to the best of its knowledge and belief that it and its principals:
- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) b. of this certification; and
  - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

**Certification Regarding Lobbying**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

By signing this subcontract, the subcontractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any US agency, Blumont, a member of US Congress, officer or employee of US Congress, or an employee of a member of US Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.



**Certification Regarding Terrorist Financing**

1. Contractor/Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

2. The following steps may enable Contractor/Recipient to comply with its obligations under paragraph 1:

a. Before providing any material support or resources to an individual or entity, Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at [www.epls.gov](http://www.epls.gov) or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by Blumont to Recipient.

b. Before providing any material support or resources to an individual or entity, Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, Recipient should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.

c. Before providing any material support or resources to an individual or entity Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

d. Contractor Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification:

- a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons,

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lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

“Terrorist act” means-

- i. an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
  - ii. an act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub-national groups or clandestine agents; or
  - iii. any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
- b. “Entity” means a partnership, association, corporation, or other organization, group or subgroup.
- c. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USG or Non USG funds or -financed commodities to the ultimate beneficiaries of USG assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless Contractor/Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- d. Contractor’s/Recipient’s obligations under paragraph 1 are not applicable to the procurement of goods and/or services by Contractor/Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless Recipient has reason to believe that a Vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

Any violation notified or discovered, of this Certification prior to completion of the Award Work shall be grounds for voidance of the Award in its entirety by Blumont and no costs shall be recoverable by the Contractor/Recipient. Any violation of this Certification, notified or discovered after any of the Work has been performed under this Award shall result in immediate termination of this Award by Blumont and no payments for any Work performed or





goods delivered prior to such termination shall be made without express written approval of USG (The Donor).

### **Certification Narcotics Offenses and Drug Trafficking**

Contractor/Recipient hereby certifies that within the last ten years:

1. Contractor's/Recipient's principles or key personnel have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
2. Contractor's/Recipient's principles or key personnel are not and have not been an illicit trafficker in any such drug or controlled substance.
3. Contractor's/Recipient's principles or key personnel are not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

### **Certification of Compliance with Laws and The U.S. Foreign Corrupt Practices Act**

Contractor shall comply with all laws and regulations in the jurisdictions where it is performing under this Agreement. Recipient is familiar with applicable anti-corruption, anti-bribery, anti-kickback, laws and regulations and will not undertake any actions that may violate these laws and regulations. Contractor is familiar with the U.S. Foreign Corrupt Practices Act (the "FCPA"), its prohibitions and purposes, and will not undertake any actions that may violate the FCPA.

Accordingly, Contractor hereby agrees and certifies that:

1. It will not employ a person who is a governmental official or employee, including employees of government owned or government-controlled corporations, agencies or bodies.
2. Will not, directly or indirectly, make any payment, offer or promise to make any payment or transfer of anything of value to a governmental official or employee, or to any political party or any candidate for political office, with the purpose of influencing decisions favorable to the Recipient and its business in contravention of the FCPA or other applicable laws.
3. Will immediately advise Blumont in writing in the event that any person employed by or associated with Recipient becomes such government official, political party official or candidate.

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4. Shall maintain true and accurate records necessary to demonstrate compliance with the Agreement (including the requirements of this Certification) and shall provide to Blumont evidence of such compliance upon simple request.
5. Understands that if it fails to comply with any of the provisions of this Certification (irrespective of the size, nature or materiality of such violation), such failure shall be deemed to be a material breach of any resulting Agreement and, upon any such failure, Blumont shall have the right to terminate any Agreement with immediate effect upon written notice to Recipient, without penalty or liability of any nature whatsoever.
6. Is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
7. Has not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
8. Has not committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; and
9. Will immediately disclose, in writing, to Blumont, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title [18 U.S.C.](#) or a violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).
10. If Blumont is notified or became aware of possible contractor violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C.; or a violation of the civil False Claims Act, Blumont will immediately-
  - (1) Terminate the Contract/Sub-Contract,
  - (2) Coordinate the matter with the Office of the Inspector General; and
  - (3) Suspend the Contractor/Sub-contractor from receiving any future award.

**Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment**

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an



entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror/Contractor/Grantee shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) Representations.

The Offeror/Contractor/Grantee represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror/Contractor/Grantee shall provide the additional disclosure information required at paragraph (e)(1) if the Offeror responds “will” in paragraph (d)(1); and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror/Contractor/Grantee shall provide the additional disclosure information required at paragraph (e)(2) if the Offeror responds “does” in paragraph (d)(2).

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision.

If the Offeror/Contractor/Grantee has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether

the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: a description of all covered telecommunications services offered (include on the item being maintained: brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision.

If the Offeror/Contractor/Grantee has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and



(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: a description of all covered telecommunications services offered (include on the item being maintained: brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

As the authorized certifying official, I hereby certify that all the above specified certifications are true and accurate.

\_\_\_\_\_  
Business Name:

\_\_\_\_\_  
Authorized Representative Name (print)

\_\_\_\_\_  
Authorized Representative Title (print)

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

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