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INVITATION TO BID

Provision of Fiber Optic Internet Services on Long Term Basis to UNDP CO and Development Project Afghanistan

ITB No.: UNDP/AFG/ITB/2021/0000010287

Project: UNDP Country Office & Projects

Country: Afghanistan

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Section 1. Letter of Invitation

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced services split into the following Lots:

Provision of Fiber Optic Internet Services on Long Term Basis for UNDP CO and Development Project Afghanistan.

This ITB includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Schedule of Requirements and Technical Specifications
- Section 6: Returnable Bidding Forms
 - Form A: Bid Submission Form
 - Form B: Bidder Information Form
 - Form C: Joint Venture/Consortium/Association Information Form
 - Form D: Qualification Form
 - Form E: Format of Technical Bid
 - Form F: Price Schedule
 - Form G: Form of Bid Security [Not applicable]

If you are interested in submitting a Bid in response to this ITB, please prepare your Bid in accordance with the requirements and procedure as set out in this ITB and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet.

Please acknowledge receipt of this ITB by sending an email to procurement.af@undp.org, indicating whether you intend to submit a Bid or otherwise. You may also utilize the "Accept Invitation" function in e-tendering system, where applicable. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

UNDP looks forward to receiving your Bid and thank you in advance for your interest in UNDP procurement opportunities.

Approved by:



Head of SCMO

Date: 2 September 2021

Section 2. Instruction to Bidders

GENERAL PROVISIONS	
1. Introduction	<p>1.1 Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://poppp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.</p> <p>1.3 UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.</p> <p>1.4 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/offic_e_of_audit_andinvestigation.html#anti</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP:</p> <p>(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</p> <p>(b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p>
3. Eligibility	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>
4. Conflict of Interests	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p>

	<p>a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;</p> <p>b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or</p> <p>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</p> <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <p>a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and</p> <p>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</p> <p>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.</p>
B. PREPARATION OF BIDS	
5. General Considerations	<p>5.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.</p>
6. Cost of Preparation of Bid	<p>6.1 The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
7. Language	<p>7.1 The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p>
8. Documents Comprising the Bid	<p>8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:</p> <p>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</p> <p>b) Technical Bid;</p> <p>c) Price Schedule;</p> <p>d) Bid Security, if required;</p> <p>e) Any attachments and/or appendices to the Bid.</p>
9. Documents Establishing the Eligibility and	<p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>

Qualifications of the Bidder	
10. Technical Bid Format and Content	<p>10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</p> <p>10.2 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.</p> <p>10.3 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.</p>
11. Price Schedule	<p>11.1 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.</p> <p>11.2 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p>
12. Bid Security	<p>12.1 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.</p> <p>12.2 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.</p> <p>12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or; b) In the event the successful Bidder fails: <ul style="list-style-type: none"> i. to sign the Contract after UNDP has issued an award; or ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.
13. Currencies	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:</p> <ul style="list-style-type: none"> a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

14. Joint Venture, Consortium or Association	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
15. Only One Bid	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Bid Validity Period	<p>16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any</p>

	change, including the availability of the Key Personnel, the proposed rates and the total price.
17. Extension of Bid Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.</p> <p>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.</p>
18. Clarification of Bid (from the Bidders)	<p>18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.</p>
19. Amendment of Bids	<p>19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
20. Alternative Bids	<p>20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.</p> <p>20.2 If multiple/alternative bids are being submitted, they must be clearly marked as “Main Bid” and “Alternative Bid”</p>
21. Pre-Bid Conference	<p>21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder’s conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder’s Conference or issued/posted as an amendment to ITB.</p>

C. SUBMISSION AND OPENING OF BIDS

22. Submission	<p>22.1 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.</p> <p>22.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:</p> <ol style="list-style-type: none"> Bear the name of the Bidder; Be addressed to UNDP as specified in the BDS; and Bear a warning not to open before the time and date for Bid opening as specified in the BDS. <p>If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.</p>
Email and eTendering submissions	<p>22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <ol style="list-style-type: none"> Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS; Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS. <p>22.6 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</p>
23. Deadline for Submission of Bids and Late Bids	<p>23.1 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.</p>
24. Withdrawal, Substitution, and Modification of Bids	<p>24.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written</p>

	<p>notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as “WITHDRAWAL” “SUBSTITUTION,” or “MODIFICATION”</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.</p> <p>24.4 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.</p>
25. Bid Opening	<p>25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>25.2 The Bidders’ names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.</p> <p>25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p>
D. EVALUATION OF BIDS	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP’s decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP’s vendor sanctions procedures.</p>
27. Evaluation of Bids	<p>27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>27.2 Evaluation of Bids shall be undertaken in the following steps:</p> <ol style="list-style-type: none"> Preliminary Examination including Eligibility Arithmetical check and ranking of bidders who passed preliminary examination by price. Qualification assessment (if pre-qualification was not done) <ol style="list-style-type: none"> Evaluation of Technical Bids Evaluation of prices <p>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</p>
28. Preliminary Examination	<p>28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.</p>
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ol style="list-style-type: none"> They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP’s ineligible vendors’ list; They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,

	<ul style="list-style-type: none"> c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical Bid and prices	<p>30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.</p>
31. Due diligence	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Bids	<p>32.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.</p>
33. Responsiveness of Bid	<p>33.1 UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.</p> <p>33.2 If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
34. Nonconformities, Repairable Errors and Omissions	<p>34.1 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation,</p>

	<p>within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> 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 UNDP 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. <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.</p>
E. AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All Bids	<p>35.1 UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.</p>
36. Award Criteria	<p>36.1 Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.</p>
37. Debriefing	<p>37.1 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.</p>
38. Right to Vary Requirements at the Time of Award	<p>38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.</p>
39. Contract Signature	<p>39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.</p>
40. Contract Type and General Terms and Conditions	<p>40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
41. Performance Security	<p>41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at</p>

	<p>https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.</p>
42. Bank Guarantee for Advanced Payment	<p>42.1 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default</p>
43. Liquidated Damages	<p>43.1 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.</p>
44. Payment Provisions	<p>44.1 Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.</p>
45. Vendor Protest	<p>45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</p>
46. Other Provisions	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

Section 3. Bid Data Sheet

The following data for the goods and/or services to be procured shall complement, supplement, or amend the provisions in the Invitation to Bid In the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	Not Allowed .
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	<p>Time: 10:00 AM Kabul Time Date: 15 September 2021 Venue: Through Zoom call</p> <p><u>Join Zoom Meeting</u> https://zoom.us/j/96084384321?pwd=d3FGa0U0ZmNzRU1DSHQrMVdNTVQ0UT09</p> <p><u>Meeting ID: 960 8438 4321</u> <u>Passcode: z4eHjp</u></p> <p>The UNDP focal point for the arrangement is: procurement.af@undp.org</p> <p>Please note that only 01 (one) person from each company will be allowed to participate.</p>
5	16	Bid Validity Period	90 days
6	13	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed

8	42	Liquidated Damages	<p>Will be imposed as follows:</p> <p>UNDP shall deduct the down time Internet based on up time SLA agreement and provision of MRTG.</p>
9	40	Performance Security	Not Required
10	12	Currency of Bid	<p>United States Dollars (US\$) or Local Currency AFN</p> <p><i>For evaluation purposes bid prices expressed in different currencies shall be converted in: [US Dollars]</i></p> <p><i>The source of exchange rate shall be: [UN Exchange Rate]</i></p> <p><i>The date for the exchange rate shall be [UN Exchange rate for the month which bids are evaluated]</i></p>
11	31	Deadline for submitting requests for clarifications/ questions	7 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: Supply Chain Management Unit</p> <p>Address: United Nations Development Programme, UNDP Country Office, UNOCA Complex, Jalalabad Road, Kabul, AF</p> <p>E-mail address: procurement.af@undp.org</p>
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<p>Posted directly to eTendering</p> <p>Supplemental Information will be up-loaded in the system (Atlas-E-Tendering System). Once uploaded, bidders who accepted Tender Invitation will be notified automatically by the system that changes have occurred. It is the responsibility of the bidders to view the respective changes and clarifications in the system.</p> <p><u>Note: The Subject Line Email Should read,UNDP/AFG/ITB/2021/0000010287</u></p>
14	23	Deadline for Submission	<p>Date and Time: As specified in the system (note that the time zone indicated in the system is the New York Time zone).</p> <p><u>PLEASE NOTE: -</u></p> <p>1- Date and time visible on the main screen of the event (on E-Tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. Please also note that the bid closing time shown in the PDF file generated by the system is not accurate due to a technical glitch that we will resolve soon. The correct bid closing time is as indicated in the E-Tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system.</p>

14	22	Allowable Manner of Submitting Bids	<p><input checked="" type="checkbox"/> e-Tendering</p> <p>Your bid, comprising of requested documents, should be submitted thorough the UNDP ATLAS E-tendering system.</p> <p>The step by step to be followed for bid submission thorough the UNDP ATLAS E-tendering system is available in the instruction manual for the bidders, attached with this ITB as Annex-1.</p> <p>The solicitation documents and the manual is also posted in the following websites:</p> <p>http://www.af.undp.org</p> <p>http://procurement-notices-undp.org/index.cfm</p> <p>https://www.ungm.org/notices/notices.aspx</p> <p>Once uploaded, Prospective Proposers (i.e. Proposers that have accepted the bid invitation in the system) will be notified via email that changes have occurred. It is the responsibility of the Proposers to view the respective changes and clarifications in the system.</p>
15	22	Bid Submission Address	<p>Online bidding at https://etendering.partneragencies.org</p> <p>: Uploaded in the system. Once uploaded, Prospective Proposers (i.e. Proposers that have accepted the bid invitation in the system) will be notified via email that changes have occurred. It is the responsibility of the Proposers to view the respective changes and clarifications in the system.</p> <p>ITB notification will be uploaded in the relevant websites</p>
16	22	Electronic submission (email or E-Tendering) requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be a maximum of 60 characters long and must not contain any letter or special character other than from the Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Max. File Size per transmission: <i>not limited</i> ▪ The mandatory subject of email: <u>UNDP/AFG/ITB/2021/0000010287</u>
17	25	Date, time and venue for the opening of bid	Not Applicable: System Generated File “Bid Opening” will be shared automatically with prospective bidders through the e-tendering system.
18	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive, eligible and qualified bid.
19		The expected date for commencement of Contract	<i>November 15, 2021</i>
20		Maximum expected duration of the contract	Initially the Long Term Agreement will be signed for one year with possibility of extension for additional two years based on satisfactory performance at the discretion of UNDP

21	35	UNDP will award the contract to:	<input checked="" type="checkbox"/> One or more bidders
22	39	Type of Contract	Contract for Goods and/or Services to UNDP http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Contracts https://www.undp.org/content/dam/undp/library/corporate/Procurement/english/3.%20UNDP%20GTCs%20for%20Contracts%20(Goods%20and-or%20Services)%20-%20Sept%202017.pdf
25		Other ITB Additional information	<p>Payment Terms:</p> <hr/> <p>LTA(s) will serve as a legal umbrella for the contractual relationship, but every confirmed order (call-order) for a particular event or service will be placed through a separate Purchase Order. The contractor is required to make the service available to UNDP only upon the confirmed /approved purchase order or Contract. The performance of the LTA holder will be monitored on each six months basis and ad-hoc meetings will be held to improve the quality of services where necessary.</p>

Section 4. Evaluation Criteria

[Adjust the criteria below and the required documents as necessary.]

Preliminary Examination Criteria

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria on a Yes/No basis:

- ☒ Valid business trade license
- ☒ Valid business license from ATRA for provision of Fiber Optic Internet services,
- ☒ Physical Diagram on how the companies are connected with other upstream providers,
- ☒ ISP License for provision of Internet Services,
- ☒ Evidence of Local presence or representative for International Companies,
- ☒ The ISP Should provide a detailed peering map to all the major Internet backbone ISPs,
- ☒ The company Profile
- ☒ Statement of satisfactory performance for top 3 (three) clients in last five years,
- ☒ Track records- list of clients for similar services as those required by UNDP, indicating description of the contract, scope, contract duration, contract value and reference.
- ☒ Details of technical team available at Kabul and Regional Offices (Herat, Mazar, Kandahar and Jalalabad),
- ☒ Any other documents and information stated in the technical requirements of the ITB,

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on a Pass/Fail basis.

If the Bid is submitted as a Joint Venture/Consortium/Association, each member should meet the minimum criteria, unless otherwise specified.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	The vendor is legally registered as a commercial entity by AISA or the Ministry of Commerce.	Form B: Bidder Information Form
Eligibility	The vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form

Certificates and Licenses	<ul style="list-style-type: none"> ▪ Official appointment as a local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country ▪ Export/Import Licenses, if applicable 	Form B: Bidder Information Form
QUALIFICATION		
History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	<input checked="" type="checkbox"/> At-least 5 years of experience in field of Provision of Internet Services, <input checked="" type="checkbox"/> At-least 3 contracts in field of provision of Fiber Optic Internet services for international organizations with 2 contracts value exceeding US\$ 100,000, <input checked="" type="checkbox"/> Availability of technical personnel and/or office at regional provinces (Kandahar, Jalalabad, Balkh and Herat) if the service provider operates in those provinces, <input checked="" type="checkbox"/> Any other criteria stated in the technical requirements of the ITB,	Form D: Qualification Form
Financial Standing	Minimum average annual turnover of USD 100,000 in any single year for the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet the requirement).</i>	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. The bidders having completed a certified financial statement for 2018, 2019 & 2020 can also submit the report which will be considered for evaluation. OR The bidder shall demonstrate, by a statement from its bank availability or access to liquid assets, or other financial means sufficient to meet the works cash flow for the contract, not less than US\$100,000 or equivalent, for a reasonable timeframe, in addition to the Bidder's commitments for other contracts. UNDP shall verify the financial capacity of the bidders and has the authority to seek references from concerned parties & banks on the bidder's financial standing. UNDP had the right to reject any bid if submitted by a contractor whose investigation leads to a result that he is not Financially capable and/ or had serious financial problems. <i>(For JV/Consortium/Association, all Parties cumulatively should meet the requirement).</i>	Form D: Qualification Form
Technical Evaluation	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.	Form E: Technical Bid Form
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F. The first lowest bidder shall be considered as a primary contractor (LTA holder) and the second lowest bidder as a secondary contractor (LTA holder – back up). Furthermore, UNDP reserves the right to award 60% of LTA threshold to the primary contractor and 40% to the secondary contractor. The split of the requirement shall be determined based on price difference	Form F: Price Schedule Form

	between first and second lowest bidder. If the price difference between first and second lowest bidders is less than 10%, the split will be 60% primary contractor and 40% secondary contractor. However, if the difference is more than 10%, then UNDP will award 20% of the LTA threshold to the secondary contractor.	
Post qualification Actions:	<p>Verification of accuracy, correctness, and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</p> <p>Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</p>	

SECTION 5: SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS/BILL OF QUANTITIES

Technical requirement provision of Fiber Optic Internet services Project Description

Background:

- 1- The United Nations Development Programme (UNDP) in Afghanistan has its main office in UNOCA Complex, Jalalabad Road, Kabul Afghanistan. In addition, UNDP operates in different locations across the Afghan territory.
- 2- Information about the locations where the service is currently obtained, including the bandwidth and Internet Service Provider (ISP) is detailed in Table 1 & 2.
- 3- UNDP relies on their information systems to run their operations. UNDP in Afghanistan has the challenge to have a modern and reliable ICT infrastructure to ensure business operations, and to minimize the cost and disruption.

I. Objective.

- 1- UNDP requires Fiber Optic Internet Services for its main office, development projects and all its regional offices. For this purpose, UNDP intends to enter into a Long-Term Agreement (LTA) with a service provider (or multiple service providers) with an initial duration of one year with possibility of extension.
- 2- An LTA refers to a written agreement between UNDP and a supplier that is established for specific goods or services at prescribed prices or pricing provisions for a defined period, against which specific orders (call-offs) can be placed at any time during the defined period and with no legal obligation to order any minimum or maximum quantity. In other organizations, it is also known as Umbrella Agreement, Framework Agreement, Systems Contract, Standing Offer Agreement, or Call-Off Agreement.
- 3- When multiple service providers are awarded with a LTA, call-offs would be based on one or more considerations of ranking based on preferential pricing, technicality, availability of requirements when needed and geographical coverage.
- 4- A price verification will be conducted by UNDP on semiannual basis and shall be revised accordingly if needed.
- 5- The LTA holders will not be allowed to increase the price once the LTA is signed, and prices are fixed. However, reduction in prices can be done on semiannual basis after verification request by UNDP.
- 6- UNDP will request visits to bidders' NOC (Network Operations Centre), during the evaluation stage of the bid, before awarding the contract and during the validity of the LTA (for performance of the following assessments):
 - Availability of NOC is must in Kabul and major cities
 - Availability of MRTG system for monitoring connections.
 - Availability of redundant systems
 - Availability of 24/7 technical engineers for monitoring and technical support in Kabul and major cities.
 - Helpdesk management application or ticketing system in line with the SLA in place.
 - Availability of Reporting and measurements for UNDP on daily and monthly issues.

- NOC escalation procedure in Kabul and other locations
- Power redundancy in NOC (evidence of city power, generators, UPS, or solar power)
- Availability of necessary spare parts in the stock.
- Presentation on available upstream services providers (evidence of primary & secondary connections)

II. Technical Requirements.

- 1- The ISP is responsible to terminate its Fiber Optic connection to UNDP Afghanistan offices.
- 2- The connection to the last endpoint or to the main router of UNDP shall be capable of both FOC and RJ45 connectivity.
- 3- The Internet Service Provider (ISP) can participate in the bidding process for the provisioning of the following relevant service:
 - Fiber Optic Internet communication services.
- 4- The ISP must provide a fully redundant Fiber Optic Internet connections with 80% backup on VSAT at their NOC or backbone level.
 - Evidence of the 80% VSAT should be provided.
- 5- The ISP must provide evidence of their bandwidth availability of at least 300 Mbps with valid contract from their upstream Fiber Optic Internet service provider.
- 6- The Fiber Optic Internet connection must be traffic-independent flat fee, unlimited usage, without any further restrictions of (i.e., proxy, firewall, filtering and screaming server).
- 7- The Internet bandwidth must be a dedicated (1:1) connection, not shared with other customers.
- 8- Data confidentiality guarantee: The ISP must not capture or record the receiving and sending transmission packets.
- 9- The ISP must provide cost table of Internet Packages per Mbps for uplink and downlink, with the coverage locations or provinces in the country if applicable.
- 10- The ISP must provide written evidence (copy of contracts) of redundancy of physical connectivity for Fiber Optic and microwave from any boarder entering to Afghanistan.
- 11- The ISP must provide written evidence of redundancy of physical cable connectivity between UNDP, its projects and affiliated UN agencies to the ISP's NOC.
- 12- The ISP must be capable of BGP routing of IPV4 and IPV6 addresses.
- 13- The ISP must provide a detailed peering map to all their major Internet backbones of Fiber Optic Internet providers.

- 14- ISP must be able to manage the Customer Premises Equipment (CPE) to be installed in the UNDP designated locations.
- 15- The ISP must provide and install any required equipment, such as Microwave, if the Fiber Optic cable is not available to the UNDP designated locations.
- 16- All provided equipment must be in good working condition preferably (Brand new).
- 17- The ISP must provide local DNS services or third-party DNS services (to the nearest geographical location).
 - Public DNS servers will not be accepted.
- 18- ISPs must report and collaborate the technical issues, related to Fiber Optic Internet services such as down times, trouble shooting and bandwidth issues directly with UNDP Country office, ICT Unit.
- 19- Latency from client to Internet destination should not exceed more than the following.
 - Fiber Optic 200 milliseconds (ms)
- 20- Availability of technical staff in central regions of Afghanistan (Kabul, Mazar, Kandahar, Jalalabad, and Herat).

III. Internet Bandwidth Requirements: Different Internet capacities are required for different regions and office of UNDP.

Table 1: Fiber Optic Internet Bandwidth Packages

No	Uplink	Downlink	Ratio
1	10 Mbps	10 Mbps	CIR 1:1
2	20 Mbps	20 Mbps	CIR 1:1
3	30 Mbps	30 Mbps	CIR 1:1
4	45 Mbps	45 Mbps	CIR 1:1
5	90 Mbps	90 Mbps	CIR 1:1
6	150 Mbps	150 Mbps	CIR 1:1

IV. Installation Locations:

Table 2: Site Installation for Fiber Optic Connections

No	Location	Accessibility	Type connection	Contraction duration	Installation Timeline
1	Kabul city	Fiber Optic ring	Fiber Optic cable/ microwave with Fiber Optic back bone.	12 months with possibility of extension	3 days after issuance of Purchase order
2	Any location in all 34 provinces in Afghanistan: Badakhshan; Badghis; Baghlan; Balkh; Bamyan; Daykundi; Farah; Faryab; Ghazni; Ghor; Helmand; Herat; Jowzjan; Kabul; Kandahar; Kapisa; Khost; Konar; Kunduz; Laghman; Logar; Nangarhar; Nimruz; Nurestan; Oruzgan; Paktia; Paktika; Panjshir; Parvan; Samangan; Sare Pol; Takhar; Wardak; Zabol	Major cities Fiber Optic ring	Fiber Optic cable/ microwave with Fiber Optic back bone.	12 months with possibility of extension	5 days after issuance of Purchase order

V. Hardware Requirements. The ISP should supply the software and hardware required to provide the service. The hardware should comply with the following minimum requirements:

- Fiber Optic connection, according to the Table 3 (Fiber Optic and Microwave, back end with fiber connection.)
- The hardware should be brand new or in a condition to provide a minimum of one year of service without failure.

- The replacement of hardware must be free of charge if the service provider continues with the required services. The ISP is responsible for transportation of new and under warranty equipment to and from the destination.
- The software and the operating system shall be up gradable when new update is available.
- The cost of required hardware should be apportioned in the monthly Internet service charges for all provinces.
- UNDP shall not bear any additional cost for re-installation due to failure of equipment provided by the service provider.

Table 3: Fiber Optic and Microwave, back end with fiber connection.

No	Description	Hardware assurance	Quantity
1	Physical Fiber connection: Single/ multi-mode from source fiber to UNDP terminals. <ul style="list-style-type: none"> • Four cores. 		As required
2	Microwave connection: <ul style="list-style-type: none"> • Microwave 3.4 / 3.6 Ghz • Bandwidth capacity 30 Mb actual speed. • Microwave modem. • Power adopter. • Data and power cables. • Accessories. 	<ul style="list-style-type: none"> • Upgrading to new version. • Replacement with new model after life cycle ends. • If the existing device does not fully support the required services provider should replace the required devices. 	
3	Details on life span of the hardware provided to UNDP, Afghanistan and provider is responsible once the life span is over or up gradation is required.		

VI. Standards of Service and Reporting Requirements.

- 1- For any equipment that is installed by the ISP to operate the Internet access, the ISP shall ensure that there is sufficient spare equipment, cables, or accessories on hand to quickly replace any faulty devices. Critical devices may need to be stored in UNDP designated locations.
- 2- Prospective ISP must include their proposed Service Level Agreement (SLA) terms and conditions that would be applicable to this engagement. Please note that the proposed SLA terms will be used for evaluation of the proposals and shall have impact on bid evaluation results.
- 3- The availability of the Internet Service for Leased Lines shall be a minimum of 97% as measured over the period of a calendar month. (< 45 minutes' downtime). Rebates should be included in the SLA for any downtime at a rate agreeable by both parties.
- 4- The ISP shall be able to provide public IP range of /29 /28 subnet as per the request of UNDP. Any renewal of Public IP should be communication with UNDP ICT team in advance.

- 5- The ISP shall have 24x7x365 technical assistance and/or helpdesk facilities and escalation procedures should be in place. A dedicated technical focal point and account manager are needed to be introduced to UNDP.
- 6- The ISP must be responsible for providing scheduled downtime reports to UNDP in advance of 24 hours ahead of time. Uncertain downtime needs to be coordinated immediately and once the services are restored.
- 7- If the unknown downtime is exceeding 2 hours, the ISP shall be responsible to provide alternative connectivity solution to any effected side.
- 8- Provision of real-time web based MRTG tool daily, weekly, monthly, and yearly utilization graphs with domestic, international, and total bandwidth usage which can be used to monitor network condition against the SLA.
- 9- The ISP must provide web based and mobile based monitoring and notification tool. The tool must notify UNDP CO ICT unit on any connection failure.
- 10- The selected ISP shall assign a field engineer / site technician to UNDP locations for troubleshooting and if required, to replace the equipment within the following time constraints:
 - Kabul and Major Cities within 3 hours.
 - Remote locations within 24 to 48 hours.
- 11- ISP would be responsible for travel, lodging and security arrangements of the field engineer / site technician.
- 12- The Internet bandwidth must be a dedicated connection, not shared with other customers, with same Internet speed after working hours and during the weekend.
- 13- The upgrade/downgrade of bandwidth whenever required should be processed based on request of UNDP. This process should complete within 5 working days. In case of any issue both parties should agree upon.
- 14- In case device failure or physical damage of CPE, the effected devices should be replaced within 3 hours.
- 15- In case of connection failure exceeding agreed duration, the recurring cost will be deducted per calculated hours/ days.
- 16- The technical support and replacement of any faulty device provided by the ISP (after faithfully diagnostic) must be carried out as following:
 - Fiber Optic in Kabul and Major Cities within 24 hours. Remote areas 48/72 hrs.
 - Microwave in Kabul and Major Cities within 24 hours.

SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST

This form serves as a checklist for the preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS 22.

Technical Bid:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Bid Submission Form	<input checked="" type="checkbox"/>
▪ Form B: Bidder Information Form	<input checked="" type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input checked="" type="checkbox"/>
▪ Form D: Qualification Form	<input checked="" type="checkbox"/>
▪ Form E: Format of Technical Bid/Bill of Quantities	<input checked="" type="checkbox"/>
▪ Form G: Form of Bid Security	
▪ [Add other forms as necessary]	<input checked="" type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input checked="" type="checkbox"/>

Price Schedule:

▪ Form F: Price Schedule Form	<input checked="" type="checkbox"/>
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Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	<u>UNDP/AFG/ITB/2021/0000010287</u>		

We, the undersigned, offer to supply the goods and related services required for [Insert Title of goods and services] in accordance with your Invitation to Bid No. [Insert ITB Reference Number] and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency].

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the UNDP.

We offer to supply the goods and related services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Schedule of Requirements and Technical Specifications.

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Bid you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should UNDP accept this Bid.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form B: Bidder Information Form

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Does your organization demonstrates a significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	[Complete]
Is your company a member of the UN Global Compact	[Complete]
Contact person that UNDP may contact for requests for clarifications during Bid evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	

Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	<u>UNDP/AFG/ITB/2021/0000010287</u>		

To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information <i>(address, telephone numbers, fax numbers, e-mail address)</i>	The proposed proportion of responsibilities (in %) and type of goods and/or services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)	[Complete]
--	------------

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner:

Signature: _____

Date: _____

Name of partner:

Signature: _____

Date: _____

Name of partner:

Signature: _____

Date: _____

Name of partner:

Signature: _____

Date: _____

Form D: Eligibility and Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	<u>UNDP/AFG/ITB/2021/0000010287</u>		

If JV/Consortium/Association, to be completed by each partner.

History of Non- Performing Contracts

<input type="checkbox"/> Non-performing contracts did not occur during the last 3 years			
<input type="checkbox"/> Contract(s) not performed in the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year	USD
	Year	USD
	Year	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

Form E: Format of Technical Bid

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	<u>UNDP/AFG/ITB/2021/0000010287</u>		

The Bidder's Bid should be organized to follow this format of the Technical Bid. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.3 Quality assurance procedures and risk mitigation measures.
- 1.4 Organization's commitment to sustainability.

SECTION 2: Scope of Supply, Technical Specifications, and Related Services

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements/specifications. All important aspects should be addressed in sufficient detail.

- 2.1 A detailed description of how the Bidder will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.3 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.4 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	<p><i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i></p> <p>[Insert]</p>
Professional certifications	<p><i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i></p> <ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/ Experience	<p><i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i></p> <p>[Insert]</p>
References	<p><i>[Provide names, addresses, phone and email contact information for two (2) references]</i></p> <p>Reference 1: [Insert]</p> <p>Reference 2: [Insert]</p>

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

FORM F: Price Schedule Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	<u>UNDP/AFG/ITB/2021/0000010287</u>		

The Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include a detailed cost breakdown of all goods and related services to be provided. Separate figures must be provided for each functional grouping or category if any.

The currency of the Bid: United States Dollars

Lot-1: Fiber Optic Connection Internet bandwidth				
No.	Description	Expected Date of Delivery /Completion	Percentage of Total Price	Price
1	<p>Fiber Optic Connection for 34 provinces in Afghanistan:</p> <p>Kabul, Badakhshan, Badghis, Baghlan, Balkh, Bamyán, Daykundi, Farah, Faryab, Ghazni, Ghor, Helmand, Herat, Jowzjan, Kandahar, Kapisa, Khost, Konar, Kunduz, Laghman, Logar, Nangarhar, Nimruz, Nurestan, Oruzgan, Paktia, Paktika, Panjshir, Parvan, Samangan, Sare Pol, Takhar, Wardak, Zabol</p> <p><i>NB: Bidders are required to mention the provinces that they could provide Fiber Connectivity</i></p>		<p>Payment will be made upon award of contract to the selected bidder.</p> <p>Payment will be made on monthly basis upon completion of each month, receipt of invoice and completion report for the satisfactory performance</p>	<p>Please indicate your company prices based on 1 Mbps bandwidth.</p> <p>In case of any special discount for ordering more than a specific bandwidth ceiling please specifies it separately.</p> <p>Please fill the below sheet.</p> <p>1 Mbps price will be considered as the basis for calculation of any additional or lower bandwidths required for each Province, for example: Price per Mbps per month x number of Mbps required = Total Cost per month</p>

Price Schedule: Fiber-Optic Internet Services				
SN	Location	Bandwidths		Price Per Mbps per month *(Currency)
		Downlink	Uplink	
1	Badakhshan	1 Mbps	1 Mbps	
2	Badghis	1 Mbps	1 Mbps	
3	Baghlan	1 Mbps	1 Mbps	
4	Bamyan	1 Mbps	1 Mbps	
5	Daikundi	1 Mbps	1 Mbps	
6	Farah	1 Mbps	1 Mbps	
7	Faryab	1 Mbps	1 Mbps	
8	Ghazni	1 Mbps	1 Mbps	
9	Ghor	1 Mbps	1 Mbps	
10	Helmand	1 Mbps	1 Mbps	
11	Herat	1 Mbps	1 Mbps	
12	Jalalabad	1 Mbps	1 Mbps	
13	Jawzjan	1 Mbps	1 Mbps	
14	Kabul	1 Mbps	1 Mbps	
15	Kandahar	1 Mbps	1 Mbps	
16	Kapisa	1 Mbps	1 Mbps	
17	Khost	1 Mbps	1 Mbps	
18	Kunar	1 Mbps	1 Mbps	
19	Kunduz	1 Mbps	1 Mbps	
20	Laghman	1 Mbps	1 Mbps	
21	Logar	1 Mbps	1 Mbps	

22	Maidan Wardak	1 Mbps	1 Mbps	
23	Mazar e Sharif	1 Mbps	1 Mbps	
24	Nimroz	1 Mbps	1 Mbps	
25	Nuristan	1 Mbps	1 Mbps	
26	Paktika	1 Mbps	1 Mbps	
27	Paktya	1 Mbps	1 Mbps	
28	Panjshir	1 Mbps	1 Mbps	
29	Parwan	1 Mbps	1 Mbps	
30	Samangan	1 Mbps	1 Mbps	
31	Saripul	1 Mbps	1 Mbps	
32	Takhar	1 Mbps	1 Mbps	
33	Urozgan	1 Mbps	1 Mbps	
34	Zabul	1 Mbps	1 Mbps	

Note:

The ISP should supply the software and hardware required to provide the services. The hardware should comply with the minimum specified technical requirements

- The cost of required hardware should be included in the cost of Internet service charges for all respective provinces.
- The hardware should be brand new or in good working conditions to provide uninterrupted Internet services.
- UNDP shall not bear any additional cost for re-installation due to failure of equipment provided by the service provider.

1 Mbps price will be considered as the basis for calculation of any additional or lower bandwidths required for each Province, for example:
 Price per Mbps per month x number of Mbps required =
 Total Cost per month

Instructions:

1. Please fill the Price per Mbps per month.
2. *Please mention the currency.
3. Please provide your price only for the provinces that your company is able to cover Internet services.

Current required bandwidth for UNDP CO and Developments Projects (for information purpose):

S/N	Site Name	Province	Bandwidth- Mbps (upload=download)
1	UNDP CO	Kabul	14
2	UNDP CO	Kabul	20
3	UNDP CO	Kabul	20
4	ALFA Compound	Kabul	3
5	UNDP EGEMA	Kabul	2
6	UNDP LOTFA - Site 1	Kabul	10
7	UNDP SDG	Kabul	3
8	UNDP LOTFA - Site 2	Kabul	10
9	CBARD	Farah	2
10	Jalalabad RO	Jalalabad	1
11	Herat RO	Herat	1
12	Kandahar RO	Kandahar	1

FORM G: Form of Bid Security – NOT APPLICABLE

**Bid Security must be issued using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made on this template.**

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS [Name and address of Bidder] (hereinafter called “the Bidder”) has submitted a Bid to UNDP dated [Click here to enter a date.](#) to execute goods and/or services [Insert Title of Goods and/or Services] (hereinafter called “the Bid”):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security if the Bidder:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Bid after the date of the opening of the Bids;
- c) Fails to comply with UNDP’s variation of requirement, as per ITB instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Bid is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]