

## **TENDER NOTICE**

**No. EA/02-16-2025**

### **RFP For Supply of DWDM Equipment**

1. Bids are invited from the potential and authorized sources for the Supply of DWDM Equipment as per RFP Annexure. This bid Document is also available on the Etisalat website ([www.etisalat.af/en/about-us/doing-business-with-us/tenders](http://www.etisalat.af/en/about-us/doing-business-with-us/tenders)).
2. RFP Deadline is **30 April 2025 Afghanistan time**.
3. Bid received after the above deadline shall not be accepted.
4. Bidders can provide either a sealed Hardcopy of the Proposal or a Softcopy of the Proposal through email. A hard copy can be submitted to Etisalat's Main office, Reception Desk (Tender Box). The softcopy shall be submitted through email ([ashalizi@etisalat.af](mailto:ashalizi@etisalat.af)) and cc: ([Ihsanullah@etisalat.af](mailto:Ihsanullah@etisalat.af)) and marked clearly with the **RFP name, and number**.
5. The bidder shall submit the proposal with separate (Technical and Commercial) parts. The commercial part must be password password-protected document for a softcopy of the proposal, and we will request the password once here the concerned committee opens bids (starts the bid's Commercial evaluation). The bids shall be first evaluated technically. Technical evaluation will be based on the conformity to required technical specifications and compliance matrix specified in the Bidding Documents. Only technically compliant bids that meet all the mandatory service-effecting requirements will be evaluated commercially.
6. Etisalat Afghanistan reserves the right to accept or reject any or all bids and to annul the bidding process at any time, without thereby incurring any liability to the affected bidder(s) or

any obligations to inform the affected bidder(s) of the grounds for Etisalat Afghanistan action.

7. All correspondence on the subject may be addressed to Ahmad Shikib Shalizi, Assistant Manager of Procurement, and Etisalat Afghanistan. Email [ashalizi@etisalat.af](mailto:ashalizi@etisalat.af) and Phone No. +93781 204 040.

**Ihsanullah Zirak**

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**(RFP)**

**For**

# **Supply of DWDM Equipment**



## 1. DEFINITIONS

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

### 1.1 Terms.

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

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

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

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

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

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

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

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

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

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

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

**“Contractor’s Representative”** means the person nominated by the contractor and named as such in

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

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

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

**“Day”** means calendar day of the Gregorian calendar.

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

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

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

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

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

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

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

**“Month”** means calendar month of the Gregorian calendar.

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

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

different in basic characteristics or in purpose or utility from its components.

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

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

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

## **2. INTRODUCTION TO WORK.**

**2.1** Bids are invited for the Supply of DWDM Equipment in accordance with Etisalat specifications and Annexures.

## **3. Scope of Work (SoW)**

As per Annexure –A

## **4. Validity of Offers**

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

## **5. Price and Payment Term**

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

**5.2** Advance payment shall not be made to the contractor.

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

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

**5.5** Payments against the entire contract will be made by EA based on the contractor's ability to meet payment milestones as defined in the Bid Documents in the following manner.

**5.5.1** Supply of Equipment/Software: EA will make 100% payment of Hardware after the delivery of the project.

## **6. Penalty:**

**6.1** If the contractor fails to complete the said job on or before the Completion Date, the Contractor shall pay to the Purchaser as and by way of Penalty resulting from the delay, the aggregate sum of one percent (1%) of Total Contract price of the delayed services for each week and pro-rata for parts of week, for delay beyond the specified date, subject to a maximum of ten percent (10%) of the Total Contract Price of the service(s). In the event that delay is only in respect of small items which do not affect the effective utilization of the system, penalty shall be chargeable only on the value of such delayed items.

**6.2** Any penalty chargeable to the Contractor shall be deducted from the invoice amounts submitted by the Contractor for payment, without prejudice to the Purchaser's rights.

## **7. Construction of Contract:**

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

## **8. Termination of the Contract**

**8.1** If during the course of the Contract, the Contractor shall be in breach of the Contract and the Purchaser shall so inform the Contractor by notice in writing, and should the breach continue for more than seven days (or such longer period as may be specified by the Purchaser) after such notice then the Purchaser may immediately terminate the Contract by notice in writing to the Contractor.

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

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

9.4 Etisalat has the right to terminate this Contract without cause at any time by serving a 30-day prior written notice to the Contractor.

## **9. Local Taxes, Dues and Levies:**

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

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



## Annexure-A (Scope of Works):

DWDM Device for Kabul to Jalalabad to Torkham:

- ✓ 150 km++ SFP and amplifier system
- ✓ 2\*100GB Interface Board:
  - 1\*100GB interface port to be connected as drops in 4 points: KBL, Surobi, JLD, and TRK
  - 1\*100GB interface port to be direct between KBL – TRK, as option proposal
- ✓ Interface part should be upgradable to 8\*100GB by only adding Cards
- ✓ Line interface and Control Board that can support higher than 8\*100GB capacity and lines.

The following Information must be submitted with the offer.

Bidder Contact Details	
Bidder Name	
Bidder Address	
Bidder Email Address	
Bidder Phone Number	
Bidder Contact Person Name	
Bidder Contact Person Phone No	
Bidder Contact Person Email Address	
Bidder Registration License Number	
License Validity	
TIN Number /Tax Number	

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