

## REQUEST FOR PROPOSAL

No. EA/02-48-2025

### For Deployment of AI-Based AgriTech Solution & AI Assistant Service

1. Bids are invited from authorized partners for the Deployment of AI-Based AgriTech Solution & AI Assistant Service. This bid Document is also available on the Etisalat website ([www.etisalat.af/Tenders](http://www.etisalat.af/Tenders)).
2. RFP Deadline is **18 September 2025 Afghanistan Time**.
3. Bid received after the above deadline shall not be accepted.
4. Bidders may submit their proposal either as a sealed hard copy or as a soft copy via email. The hard copy should be submitted to Etisalat's main office, at the Reception Desk in Tender Box. The soft copy should be emailed to [ghurzang@etisalat.af](mailto:ghurzang@etisalat.af) with a copy to [Ihsanullah@etisalat.af](mailto:Ihsanullah@etisalat.af).
5. 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.
6. The bidder shall submit the proposal with separate (Technical and Commercial) parts. The commercial part must be a **password-protected document** and we will request the password once here the concerned committee opened bids (start 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 which meet all the mandatory service-affecting requirements will be evaluated commercially. The technical and commercial proposal shall be separate document.
7. The Bidder should have experience in this field.
8. The Bidder should register their Company with Etisalat Afghanistan. Please download the vender registration form (VRF) from EA Website ([www.etisalat.af/tender](http://www.etisalat.af/tender)) and submit the signed and stamped VRF along with below required documents to EA Procurement Department or can be share via email as well.
9. All correspondence on the subject may address to Ghurzang Waziri, Assistant Manager Procurement and Contracts, and Etisalat Afghanistan. Email [ghurzang@etisalat.af](mailto:ghurzang@etisalat.af).

**Ihsanullah Zirak**  
Director Procurement & Supply Chain  
Ihsan Plaza, Shar-e-Naw, Kabul, Etisalat Afghanistan  
E-mail: [ihsanullah@etisalat.af](mailto:ihsanullah@etisalat.af)

## BID DOCUMENT

FOR

Deployment of AI-Based AgriTech Solution & AI Assistant Service

As Per

Etisalat Afghanistan Scope of Work

Etisalat Afghanistan, Head Office, Charehe Shaeed, Shahre Naw

KABUL- AFGHANISTAN

## 1. DEFINITIONS.

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

### Terms;

**"Acceptance Test(s)"** means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Facilities 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 to be mentioned in 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/Offers along with subsequent amendments and clarifications.

**"Competent Authority"** means the functionary EA authorized by EA to deal finally with the matter in issue.

**"Contract"** means the Contract to executed between Etisalat Afghanistan (EA) and the Contractor and comprising documents enumerated therein, such as the Conditions of Contract, the Scope of Works, the Specifications and the Contractor's offer and correspondence relating thereto, the Bill of Quantities with unit prices to be provided by the Contractor after completion of the detailed design work, (where applicable) or as approved by EA based on the accepted bid with agreed to adjustments, Appendices and Addenda as well as any amendments made to any such documents in accordance with the Contract.

**"Contractor"** means the individual or firm(s) ultimately responsible for providing the required Services on time and cost under the 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.

**“Documentation”** means documentation specified in the relevant Article(s).

**“Drawings”** means the drawings referred to in the Contract documents and any modification of such drawings approved in writing by EA and such other drawings as may from time to time be furnished or approved in writing by EA.

**“Equipment”** shall mean the Physical Items/Goods to be provided by the Contractor under the Contract.

**“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 Emirates of Afghanistan and having office at Ihsan Plaza Charahi Shaheed in person or any person duly authorised by it for the specific purpose for the specific task within the Contract and notified to contractor in writing.

**“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 the Contractor's and EA's control.

**“Goods”** means raw materials, products, equipment, systems, spares, and commodities in solid, liquid or gaseous form, and electricity, incidental services, transport, maintenance and similar obligations related to the supply of goods if the value of those services does not exceed the value of the goods themselves. The goods include all the equipment, machinery, and/or other materials which the Contractor is required to supply to EA under the Contract, including Hardware, Firmware and Software of all types specified explicitly or implicitly and/or required for a fully functional system(s) as per EA specifications performance objectives.

**“Goods Receipt Note (GRN)”** means certificate issued by the consignee certifying receipt of Goods in good order and condition.

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

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

**“L.o.I”** means a Letter of Intent issued by EA to successful bidder with regard to 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.

**“Prime Contractor”** means the individual or firm ultimately responsible for supplying all the Goods and Services on time and to cost under this Contract to EA.

**“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.

**“Services”** means any Scope of Contract which relates to obligations of the Contractor as provided in the Contract.

**“Site”** means the land or locations, buildings and other places including containers shells wherein and upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the site.

**“Subcontractor including Vendors”** means any person to whom execution of any part of the facilities and/or services including preparation of any design or supply of any plant and equipment, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.

## 1.2 Interpretations.

Words importing persons or parties shall include firms and corporations and any organization having legal capacity. Words importing the singular or so include the plural and vice versa where the context requires. Words importing one gender also include another gender.

### 1.3 Headings.

The headings and marginal notes in the General Conditions of Contract will be included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.

### 1.4 Persons.

Words importing persons or parties shall include firms, companies and government entities.

## 1.5 INCOTERMS – 2010.

Unless inconsistent with any provision of the Contract, the meaning of any trade terms and the rights and obligations of parties there under shall be as prescribed by INCOTERMS.

“INCOTERMS” means international rules or interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Course Albert 1<sup>er</sup>, and 75008 Paris, France.

## 1.6 Entire Agreement/Contract.

The Contract together with annexes referred to in the contract document constitutes the entire agreement between EA and Contractor with respect to the matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) with respect thereto made prior to the date of Contract.

## 1.7 Amendment.

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is agreed in writing duly signed by authorized representative of each party.

### 1.8 Independent Contractor.

The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto. Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or sub-contractors engaged by the Contractor in connection with the performance of the Contract shall be under the

complete control of the Contractor and shall not be deemed to be employees of EA, and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or subcontractors and EA.

### 1.9 Joint Venture or Consortium.

If the Contractor is a joint venture or consortium of two or more persons, or firms/companies all such persons or firms shall be jointly and severally bound to EA for the fulfilment of the provisions of the Contract and shall designate one of such persons or firm to act as a leader with authority to bind the joint venture or consortium. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of EA.

### 1.10 Waiver.

**1.10.1** No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

**1.10.2** Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorised representative of the party granting such waiver and must specify the right and the extent to which it is being waived.

### 1.11 Severability.

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or un-enforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

## 2. INTRODUCTION TO WORK

**2.1** Etisalat Afghanistan intends to have Afghanistan looking for Deployment of AI-Based AgriTech Solution & AI Assistant Service. This flexibility will allow operators to develop suitable solutions for different customer needs and support different network configurations and business environments.

**2.2** The proposal should be based on the revenue share model.

**2.3** Bidder shall provide Technical Specifications of the Equipment/System to be deployed/installed/used by him for providing the Services to EA.

**2.4** The prices quoted shall be firm and final throughout the contract period.

**2.6** The award of the contract will be on the basis of the technically compliant and price wise lowest bid. In cases where EA finds a better technical solution/offer and strength of bidder to provide the required Services, lowest price will not be the criteria for award.

**2.7** In case of dispute in interpretation, contradiction and clarification of clause(s) or any other dispute, the decision of purchaser (EA) shall be final and binding upon the bidder (s).

### **3. INSTRUCTIONS FOR BIDDING.**

#### **3.1 BIDDING DOCUMENTS.**

“BIDDING DOCUMENTS” means an invitation for Bids, and the following:

- a) Definitions.
- b) Instructions for bidding.
- c) Scope of Work
- d) Documents to be submitted
- e) Commercial Terms
- f) Evaluation of Bids
- g) Award of Tender
- h) Conditions of Contract.
- i) Payment Terms.
- j) Bid Form.
- k) Contract Form.
- l) Performance Security Form.

#### **3.2 LANGUAGE OF BID.**

The bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the bidder and EA shall be written in English language, provided that any printed literature sent by the Bidder, may be written in another language so long as it is accompanied by an English translation of its pertinent passage in which case, for purposes of interpretation of the bid, the English translation shall govern.

#### **3.3 GENERAL INSTRUCTIONS.**

**3.3.1** The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

**3.3.2** The Bidder submit a proposal substantially responsive to the Technical Specifications included in the Bidding Documents. As an option, the Bidder may submit an alternate proposal that may result in the same or higher technical performance than that specified in the bidding documents. EA's evaluation of equipment, systems, materials, components & services and tender award decision shall be based on the original proposal. However, EA may decide to sign the contract on the basis of alternate proposal submitted by the successful bidder if the main bid has been lowest evaluated and technically compliant with all the mandatory requirements stipulated in the Bid Documents.

**3.3.4** EA reserves the right to accept or reject any or all bids and to annul the bidding process at any time prior to award of contract without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for EA action.

### **3.4 CORRESPONDENCES.**

The contractor shall not indulge in correspondence with unconcerned officials and organizations within or outside EA prior to the award of the contract or later. EA staff authorized in this connection is/are given below;

[ghurzang@etisalat.af](mailto:ghurzang@etisalat.af)

## **4. TECHNICAL SPECIFICATIONS AND SCOPE OF WORK**

**4.1** Scope of work is as per Annexures A and B.

**4.2** Offer shall be revenue share module. The prices shall be inclusive of all Taxes as applicable as per the Tax Laws of the Afghanistan Government.

## **5. DOCUMENTS TO BE SUBMITTED**

**5.1** Bids shall comprise of following documents;

Volume – 1 Technical Proposal;

The proposal shall comprise the following documents;

- I. Technical Specification of Bidder's system through which services are to be provided.
- II. Compliance with all clauses of the Bid document;
- III. Compliance with the Services requirements, in particular, performance of the solution offered;
- IV. Commitment and ability of the bidder to meet the deliverables.
- V. Commitment and capacity to provide continuous and high-quality support services and training program.
- VI. Company's profile and technical expertise as follows;
  - a) Company history, background, and date of establishment.
  - b) Registered offices and contacts within Afghanistan and abroad.
  - c) Organization.
  - d) Management and staff strength.
  - e) Areas of specialization
  - f) Experience in the relevant field and list of clients same or similar service(s) is/are provided.
  - g) References.

### **Volume II: Commercial Proposal**

The Commercial Proposal of the bid shall comprise the following documents.

- a) Bid Form.



The bidder shall complete the Bid Form furnished in the Bidding Document as Appendix - 1.

**b) Prices.**

The Bidder shall quote Prices (itemized as applicable) with details.

**c) Commercial Compliance.**

The Bidder shall provide compliance to all Commercial Clauses and sub-clauses strictly in accordance with the instructions given in Appendix - 4.

The following points should be observed while completing the commercial compliance statement;

- a. A word such as “noted” or any word other than that specified in the statement shall be considered inadequate and will be treated as not complied.
- b. Where a clause is stated to comply, the bidder may provide further reference details, but in case of disagreement between such details and the statement of compliance, then the statement of compliance shall govern, and this statement will be taken by EA as correct and binding upon the bidder and the details including footnotes or specified in any other form or place given by the bidder shall be ignored.
- c. Where a clause has been stated as not complied or partially complied, the bidder will provide full details of such deviation with complete details of any alternative arrangement offered.
- d. Simply signing of each page of the tender documents will not serve the purpose of the compliance statement and such arrangement will be treated as not complied.
- e. If certain clause(s)/sub-clause(s) are missed or left unattended in the commercial compliance statement, such clause(s)/sub-clause(s) shall be considered as not complied by the bidder.
- f. Failure of providing commercial compliance by the bidder may be deemed as sufficient basis of rejection of the bid.
- g. A mandatory requirement denoted by “shall” or “must” that to be included in the delivered solution before the project is complete. No additional cost at some future time must arise when a particular feature is enabled and used.

**5.2 FORMAT AND SIGNING OF BID**

**5.2.1** All copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or person or persons duly authorized to bind the Bidder to the contract. The letter of authorization shall be indicated by written 'Power-of-Attorney' accompanying the bid. All pages of the bid, except for un-amended printed literature shall be initialled by the person or persons signing the bid. Price schedule should be properly signed and stamped. If the price schedule is not signed and stamped the bid will be treated as non-responsive and rejected.

**5.2.2** The bid shall contain no interlineations, erasures, or over-writing except as necessary to correct errors made by the Bidder in which case such correction shall be initialled by the person or persons signing the bid.

### 5.3 SUBMISSION OF BIDS

The bidder can send their proposal via email and the bidder should send the technical and commercial proposal separately.

### 5.4 DEADLINE FOR SUBMISSION OF BIDS

**5.4.1** Bids must be received by EA at the address specified in Bid documents on **18 September 2025** known as the Submission Date.

**5.4.2** EA may at its discretion, extend this deadline for the submission of bids by amending the Bidding Documents in which case all rights and obligations of EA and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### 5.5 MODIFICATION AND WITHDRAWAL

**5.5.1** The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawals is received by EA prior to the deadline prescribed for submission of bids.

**5.5.2** The Bidder's modification or withdrawal notice shall be prepared, and dispatched, withdrawal notice be sent by e-mail but followed by a signed confirmation copy by postmarked and received not later than the deadline for submission of bids.

**5.5.3** Subject to paragraph 5.5, no bid may be modified after the deadline for submission of bids.

**5.5.4** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form.

### 5.6 AMENDMENT IN DOCUMENTS

**5.6.1** At any time prior to the deadline for submission of bids, EA may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Bidder, modify the provisions of Bidding Documents by circulation of formal notification of amendment to all those parties who have obtained the Bidding Documents.

**5.6.2** The amendment will be notified in writing by e-mail to all prospective Bidders who have obtained the Bidding Documents and will be binding on them.

## 6. COMMERCIAL TERMS

### 6.1 BID CURRENCY.

Bidder can quote his prices in US Dollars or Afghanis. Payment to the locally registered company will be made in Afghanis taking the exchange rate as declared by Da Afghanistan Bank.

### 6.2 BID PRICE.

**6.2.1** The price of the Services offered shall be inclusive of all applicable duties/taxes.

**6.2.2** The bidder shall also mention clearly the levy or exemption of Tax(s) on the Services being offered. In case the bidder mentions the levy of Tax(s) and later on after the supply of Services claims exemption, in part or whole, a necessary reduction in price at the applicable rate of Tax(s) will be made, up to the extent of claimed exemption, at the time of payment. Further, in case the bidder does not mention the levy or exemption of Tax(s), it will be assumed that Tax(s) has been included in the price (if Tax(s) applies on that particular item). Accordingly, later on, the claim of Tax(s) exemption will not be entertained and a reduction in price at the applicable rate of Tax(s) will be made at the time of payment." For claiming exemption relevant complete documentary proof should be provided. Any increase or decrease in the applicable rate of Tax(s) till the final execution of the contract shall be the cost or benefit of EA.

**6.2.3** Discounts, if any, shall be quoted on an item/sub-item wise basis i.e., at the unit price level. In case the bidder offers the discount as a "lump sum", EA has the right to divide that discount proportionately for each item.

### 6.3 PERIOD OF VALIDITY

**6.3.1** Bids shall remain valid for 90 (Ninety) days after the Submission date. A bid valid for a shorter period may be rejected by EA as non-responsive.

## 7. EVALUATION OF BIDS

### 7.1 PRELIMINARY EXAMINATION

**7.1.1** EA will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished whether the documents have been properly signed and whether the bids are generally in order.

**7.1.2** Arithmetical errors will be rectified. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

**7.1.3** If the Bidder does not accept the correction of errors its bid will be rejected

**7.1.4** If there is a discrepancy between words and figures, the amount in words will prevail. However, in case of any calculation error in multiplication of unit price and quantity, which will result into a change in total price also, the amount in words will also be rectified.

**7.1.5** Prior to the detailed evaluation, pursuant to paragraph 7.2, EA will determine the substantial responsiveness of each bid to the Bidding Documents. For this purpose, a substantially responsive bid is one which conforms to the terms and conditions of the Bidding Documents without material deviations. A material deviation is one which being inconsistent with the Bidding Documents affects in any substantial way the scope, quality or prescribed delivery schedule or which limits in any substantial way, the purchaser's rights or bidder's obligation under the contract.

EA's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

**7.1.6** A bid determined as substantially non-responsive will be rejected by EA and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

**7.1.7** EA may waive off any minor informality or non-conformity or deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

**7.1.8** Disclosure of fact (s) at any stage from bid opening till successful completion/performance of contract will render the bid, the bidder, the contract, the contractor ineligible, had the fact (s) would have been disclosed at an earlier stage and which would have caused rejection of the bid, or disqualification of the bidder, or would have resulted in the termination of contract.

## **7.2 DETAILED EVALUATION.**

**7.2.1** Only such bids shall be considered for evaluation which have been previously determined as substantially responsive in accordance with paragraph 7.1

**7.2.2** The comparison and evaluation of bids will be on item wise basis or any combination of the items as deemed fit by EA. In case of any contradiction between different clauses of the tender, itemized prices will have preference for the purpose of evaluation. In such cases the decision of EA shall be final.

## **7.3 TECHNICAL EVALUATION.**

The bids shall be first evaluated technically. Only technically compliant bids which meet all the mandatory Service effecting requirements will be evaluated commercially.

## **7.4 COMMERCIAL EVALUATION.**

The comparison and evaluation shall be based on;

**7.4.1 Exchange Rate:** Closing US\$ interbank selling rate prevailing on bid opening date (mentioned in Tender Notice) as declared by DA Afghanistan Bank on that date will be considered for evaluation and contract purpose.

**7.4.2** The price of optional item will not be included for Commercial evaluation.

## 7.5 LOWEST BID.

Award shall be offered to the bidder whose bid is technically acceptable and having been evaluated as price wise lowest on complete list basis. EA reserves the right to offer the award to any bidder whose offer/offered solution is in its (EA) opinion of superior quality even if price wise not evaluated as lowest bid. EA also reserves the right to award the contract to more than one vendor as per award criteria.

## 7.6 ISO 9002 CERTIFICATION

In addition to the above factors' preference shall be given to manufacturers having obtained (In case of Foreign manufacturers) or in the process of obtaining (local manufacturers) of relevant ISO 9002 certification of quality and standards.

## 7.7 CLARIFICATIONS

To assist in the examination, evaluation and comparison of bids EA may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid will be sought, offered or permitted.

Any bid clarification should be (Technical/Commercial) finalized maximum 05 days before submission date of the bid.

## 7.8 INFLUENCING EVALUATION

**7.8.1** Subject to paragraph 7.7, no Bidder shall contact EA on any matter relating to its bid, from the bid opening till the time the contract is awarded.

**7.8.2** Any effort by a bidder to influence EA bid evaluation, bid comparison or contract award decision may result in the rejection of that Bidder's bid.

**7.8.3** The bidder shall be liable to be disqualified in case of applying extraneous pressures or other unhealthy influences in dealings with EA.

**7.8.4** The bidders found involved in above mentioned or similar non-transparent practice are liable to be blacklisted and forbidden from participation in future bidding for any period declared by EA.

**7.8.5** The bidder shall provide a certificate duly attested to the effect that extra payment in the form of commission, over and above the contracted value, has neither been paid nor shall be paid to any authority in Afghanistan.

# 8. AWARD OF TENDER

## 8.1 AWARD CRITERIA

EA will award the contract to the successful Bidder whose bid has been determined substantially responsive and has been determined as the lowest evaluated bid and further that the Bidder is determined to be qualified to satisfactorily perform the contract. EA may at its discretion award the contract to another Bidder if in its opinion the above criteria are not met.

## 8.2 ASSESSMENT OF PERFORMANCE.

During the evaluation, EA will check the Software/Hardware and Engineering features. EA reserves the right to reject bids that in the opinion of EA do not meet substantially the requirements as specified.

### 8.3 PURCHASERS' RIGHT FOR ACCEPTANCE/ REJECTION OF BIDS

EA reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to the award of the contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder or bidders of the grounds for EA action.

### 8.4 NOTIFICATION OF AWARD

**8.4.1** Prior to the final expiry of the period of bid validity, EA will issue a letter of Intent ('Lol') or Letter of Award (LoA) notifying the successful bidder in writing by registered letter or e-mail, to be confirmed in writing that its bid has been accepted.

**8.4.2** The issuing of the Lol/LoA shall not be construed as legal binding until a contract has been agreed and signed between EA and the successful Bidder. The successful Bidder will make available the appropriate resources to ensure that a contract can be agreed and signed by both parties within seven (10) working days of the issuing of the Lol/LoA.

**8.4.3** Between signing the Lo/LoA and prior to signing the Contract, the successful Bidder must successfully demonstrate to the satisfaction of EA, a proof of concept system showing key elements of the system.

## 9. CONDITIONS OF CONTRACT.

### 9.1 APPLICABLE LAWS

- a. The contract shall be construed and governed in accordance with the laws of the Islamic Emirates of Afghanistan.
- b. The contractor shall respect the provisions contained in Tax Laws notified by the Government (Islamic Emirates of Afghanistan).

### 9.2 LICENSES

The Bidder shall be responsible for obtaining all types of Licences required as per the Law of the Government of Afghanistan for the provisioning of the said Services and import of Equipment/Systems. Any delay on this account shall not be considered "FORCE MAJEURE".

### 9.3 TAXES AND DUTIES

**9.3.1** Contractor shall be responsible for shipment, marine insurance, all type of taxes, transportation, handling, warehousing, license fees and any other levies outside Afghanistan for the required Equipment/Systems.

**9.3.2** Contractor shall also be responsible for all applicable taxes, duties, license fees, Insurance, freight charges, local transportation, handling, warehousing, and other incidental charges, etc. incurred or accrued until making the Equipment/System operational for delivery of Services EA.

**9.3.3** Any increase or decrease in the rates of Tax(s)/Duties abroad or locally shall be on Contractor's account.

**9.3.4** Withholding tax (if applicable) shall be deducted from the invoices of Contractor as per prevailing rates as notified by Islamic Emirates of Afghanistan.

**9.3.5** The contractor shall fully inform itself of all Islamic Emirates of Afghanistan Tax Regulations and will pay all taxes; duties, tariffs, and impositions lawfully assessed against the contractor for execution and performance of the contract.

**9.3.6** The vendor share should be calculated on net revenue (net revenue=Gross revenue-10% BRT-2.5% TDF & 2% RT) & withholding tax should be deducted from vendor invoice/share (calculated basis on the above formula) at the time of making payment. If the vendor is local having a valid business license 2% will be deducted & if the vendor does not have a local business license so then 7% WHT will be deducted from his invoice on payment & on their request, we can also provide them tax certificate for 2% or 7% from MOF.

#### 9.4 GOVERNING LANGUAGE

The contract shall be written in English language, which shall govern its interpretation. All literature, correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

#### 9.5 NOTICES

**9.5.1** Any notice given by one party to the other pursuant to this contract shall be sent in writing or by e-mail and confirmed in writing to the address specified for that purpose. For this, each party will nominate its authorized person to be mentioned in Contract.

**9.5.2** A notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### 9.6 INTELLECTUAL PROPERTY RIGHTS.

**9.6.1** The Contractor shall fully indemnify the EA against all actions, claims, demands, proceedings, damages, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any intellectual property rights including copyright, patent rights, design rights and trade marks by use or possession of the service, software and equipment supplied by the contractor.

**9.6.2** If at any time any allegation of infringement of any intellectual property rights including copyright, patent rights, design rights and trade marks by the use or possession of the Equipment, Software and Services supplied by the Contractor under the Contract is made or in the Contractor's reasonable opinion is likely to be made, the Contractor may at its own expense modify or replace the Equipment, Software and Services without detracting from overall performance, the contractor making good to the EA any loss of use during modifications or replacement, so as to avoid the infringement.

#### 9.7 AFFIRMATION.

**9.7.1** No Staff or employee of EA shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

**9.7.2** The Contractor declares and affirms that;

**A.** The Contractor and its shareholders, directors, officers, employees, and agents have not paid nor undertaken to pay, any bribe, pay-off, kick-back or unlawful commission. The Contractor and its shareholders, directors, officers, employees, and agents have not in any way or manner paid any sums, whether in Afghanis or a foreign currency and whether in Afghanistan or abroad, given or



offered to give any such gifts and presents in Afghanistan or abroad, to any staff or employee of EA or any other person to procure this tender/contract. The Contractor undertakes not to engage in any of these or similar acts during the term of this Contract.

**B.** The contract shall be liable for cancellation during any time of execution if such an act is proved.

**C.** The Contractor shall sign a declaration on his Letter Head as per specimen annexed.

## 9.8 STANDARDS & SPECIFICATIONS

The Services supplied under this Contract shall conform to International Standards and Specifications.

## 9.9 CONFIDENTIALITY OF INFORMATION

**9.9.1** The Contractor shall not, without EA's prior written consent disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of EA in connection therewith, to any person other than a person employed by the contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

**9.9.2** The contractor shall not, without EA's prior written consent, make use of any documents or information except for purposes of performing the contract.

**9.19.3** Any documents, other than the contract itself, shall remain the property of EA and shall be returned (in all copies) to EA on completion of the contractor's performance under the contract if so, required by EA.

## 9.10 EVIDENCE OF RELIABILITY

The contractor shall also provide convincing evidence of specified performance reliability of Equipment/Systems installed for the provisioning of Services.

## 9.11 QUALITY

The Services provided under the contract must be of the highest quality.

## 9.12 RESPONSIBILITIES AND OBLIGATIONS

The contractor shall conform with and abide by the provisions of all Federal, Provincial and Local Laws, Regulations and any other Laws for the time being in force in the Islamic Emirates of Afghanistan including all regulation's or by-laws of any local or other duly constituted authority within Afghanistan which may be applicable to the performance of the contract and the rules and regulations of public bodies and companies whose property or rights are affected or may be affected in any way by the works (here in after referred to as "state laws") and shall give all notices and pay all fines required to be given or paid thereby and shall keep EA indemnified against all penalties of every kind for breach of any of the same. For the term of the contract, as far as reasonably practicable and without liability on its part, EA shall provide such information as may be required by the contractor.



#### 9.13 ASSIGNMENT

The contractor shall not assign, in whole or in part, its obligations to perform under this contract, except with EA's prior written consent. Any assignment shall not relieve the contractor from any liability or obligation under the contract.

#### 9.14 SUB-CONTRACTS

**9.14.1** The contractor shall notify EA in writing of all sub-contractors awarded under the contract if not already specified in its bid. Such notification, in his original bid or later shall not relieve the contractor from any liability or obligation under the contract.

**9.14.2** Sub-contractors must comply with the provision(s) contained within the Bid Documents.

#### 9.15 CONTRACT AMENDMENTS

No variation in or modification of the terms of the contract shall be made except by a written amendment signed by the parties.

#### 9.16 DELIVERY.

For the service starting date, please share your PIP (Project Implementation Plan) with an offer.

#### 9.17. DUTIES & RESPONSIBILITIES.

##### 9.17.1 CONTRACTOR'S NEGLIGENCE.

The contractor shall indemnify EA in respect of all injury or damage to any person or to any property and against all actions, suits, claims, demands, charges and expenses arising in connection herewith which shall be occasioned by the negligence or breach of statutory duty of the contractor, any sub-contractor before or after, the whole of the project has been finally accepted.

##### 9.17.2 DETORATION IN PERFORMANCE OF SERVICES.

In case the Contractor or his system fails to perform the Services as per SLA agreed in this Contract, the Contractor shall pay to EA penalty.

#### 9.18 DISPUTE RESOLUTION.

**9.18.1** The contract will be construed under and governed by THE LAWS OF THE ISLAMIC EMIRATES OF AFGHANISTAN.

**9.18.2** EA and the contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

**9.18.3** Except as otherwise provided in the contract, any difference, dispute or question arising out of or with reference to the contract which cannot be settled amicably shall be within (30) thirty days from the date that either party informs the other in writing that such difference, dispute or question exists be referred to arbitration.

**9.18.4** Within 30 days of the aforesaid notice, both parties shall nominate and agree upon a sole arbitrator for the commencement of the arbitration proceedings.

**9.18.5** The arbitration shall be conducted in accordance with the rules and procedure set forth in the Laws of the Islamic Emirates of Afghanistan. The Arbitration Tribunal shall have its seat in Kabul, Afghanistan.

**9.18.6** The award of the arbitrator shall be final and binding on both parties.

**9.18.8** The cost of the arbitrator shall be borne equally by both parties.

**9.18.7** In the event of an arbitrator resigning or becoming incapable or unable to act, the parties shall nominate and agree on a replacement within two weeks of such an event. The proceeding shall continue without recommencing as if such arbitrator had been originally nominated.

## **9.19. FORCE MAJEURE.**

**9.19.1** Notwithstanding the provisions of paragraphs 9.2, and 9.3, the contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

**9.19.2** If either party is temporarily rendered unable, wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the Contract it is agreed that on such party, giving notice with full particulars in writing of such Force Majeure to the other party within 14 (fourteen) days after the occurrence of the cause relied on, then the duties, of such party as far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall as far as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure. The terms "Force Majeure" as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbance, act of public, enemy, war, blockages, insurrections, riots, epidemics, landslides, earthquakes, fires, storms, lightning, flood, washouts, civil disturbances, explosion, Governmental Export/Import Restrictions (to be supported by a letter from the relevant Authority and verified by the Diplomatic Mission in Afghanistan), Government actions/restrictions due to economic and financial hardships, change of priorities and any other cause similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to overcome. The term of this Contract shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension. If either party is permanently prevented wholly or in part by Force Majeure for a period exceeding One (01) month from performing or accepting performance, the party concerned shall have the right to terminate this contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other party shall be entitled to compensation for an amount to be fixed by negotiations and mutual agreement.

**9.19** If a Force Majeure situation arises, the contractor shall promptly notify EA in writing of such conditions and the cause thereof. Unless otherwise directed by EA in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## 9.20 TERMINATION OF CONTRACT.

### 9.20.1 TERMINATION OF CONTRACT FOR DEFAULT.

EA may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor terminate this contract in whole or in part;

**9.20.2** If the contractor fails to deliver the Services as per SLA.

**9.20.3** If the contractor fails to perform any other obligation under the contract;  
or

**9.20.4** If the contractor, in either of the above circumstances, does not cure its failure within a period of fifteen (15) days (or such longer period as EA may authorize in writing) after receipt of the default notice from EA.

### 9.21 TERMINATION FOR INSOLVENCY

Without prejudice or affecting of any right action or remedy which has accrued or will accrue there-after to EA, EA may at any time terminate the contract by giving written notice to the contractor, without compensation to the contractor if the contractor becomes bankrupt or otherwise insolvent.

**9.22** EA can terminate the contract any time by giving written notice to the contractor, without compensation to the contractor.

## 10. PAYMENTS.

### 10.1 CONDITIONS FOR PAYMENTS.

**10.1** Payments will be made based on share percentage on a monthly basis.

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

**10.3** Payments are subject to deduction of income tax at a 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.

**10.4** The contractor shall submit each individual invoice net of the discount offered (if any).

### 10.2 SCHEDULE OF PAYMENTS

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;

The Solution Payment will be as bellow;

1. Payment will be made through a revenue share solution.
2. Or any other good option.

**10.2.1** The bidder will submit the invoices within 15 days after the milestones as defined in Subclauses 10.2.1 to 10.2 along with the required documents GRN, SRN and PAC.

## 11. Cyber Security:

As part of Etisalat security requirements, the bidder shall ensure the deployment of adequate technical security controls in accordance with Etisalat security policies, local regulatory requirements, vendor security controls and other industry best practices, summarized but not limited to the following:

- 11.1 The bidder shall ensure that the proposed solution shall comply with the latest IT and Telecom standards (such as 3GPP, ETSI, ENISA, CSA, NIST, PCI, ISO, GDPR, etc.) along with Etisalat standards and requirements, included in this RFP or finalized during final solution design, where necessary and required.
- 11.2 Bidder to ensure Etisalat information in the service (as per scope) shall be governed/secured as per Etisalat information classification/protection policy and Non-disclosure agreements (NDA).
- 11.3 The bidder shall list all the built-in security controls in the proposed solution for the following domains including but not limited to:
  - 11.3.1 Data Governance and Protection
  - 11.3.2 Data Security
  - 11.3.3 Identity and Authentication
  - 11.3.4 Network and Infrastructure Security
  - 11.3.5 Cloud Security
  - 11.3.6 Virtualization and Container Security
  - 11.3.7 Application Security
  - 11.3.8 Host Security
  - 11.3.9 Security Monitoring
  - 11.3.10 Security Assurance
- 11.4 Bidder shall include workshop/training to Etisalat security team on the knowhow and implementation of built-in security controls of the proposed solution.
- 11.5 If applicable, Bidder shall ensure the proposed virtualized infrastructure, service-based and micro services architecture to support multi-tenancy, zoning & micro-segmentation, security visibility, secure virtualization (sVirt), trusted image signing, virtual Firewalls, DoS protection, trusted platform module (TPM), Hypervisor & Host OS security to secure data and resources.
- 11.6 The proposed solution shall support secure API architecture to integrate systems to exchange data where deemed necessary.
- 11.7 Bidder to ensure proposed solutions will run the latest stable software, operating system and firmware. Additionally, proposed solutions shall be updated with the latest security software and firmware.

- 11.8 The Bidder shall ensure protection for the systems and all related data against any potential cybersecurity threats including spyware, computer viruses, phishing, DDoS, etc., during the entire implementation and support period. The bidder shall provide the software update during the lifetime of the system.
- 11.9 The bidder shall ensure that all software updates for any identified software bugs or security threats related to the systems provided, including the firmware/software/OS, are immediately notified to Etisalat and shall submit detailed report including mitigation plan.
- 11.10 The Bidder shall submit to Etisalat quarterly road map of updated software releases/patches that are generally available against known security vulnerabilities to the system along with the implementation plan.
- 11.11 Bidder as a part of their support contract will be deemed responsible to communicate these formally (email, fax or letter) to the concerned Etisalat team that operates the service which these systems are a part of.
- 11.12 The proposed solution shall support role-based access controls.
- 11.13 The bidder shall provide only secure methods of communication such as TLS1.3, IPSEC, SRTP, SSH v2, SNMPv3 between the proposed nodes. Non-secure protocols such as Telnet, HTTP and FTP shall not be used.
- 11.14 Secure protocols shall be configured to run on non-standard ports. Port 4222 shall use for SFTP.
- 11.15 If applicable, proposed solution shall support 802.1X Authentication.
- 11.16 All access to the system using any account shall be controlled only through privilege account management (PAM) solution.
- 11.17 Solution shall be integrated with Etisalat NTP for time synchronization and accurate logging.
- 11.18 The bidder shall propose a fully highly available solution.
- 11.19 The bidder shall ensure the implementation of contingency plans and backup processes to ensure continuous availability of the service.

APPENDIX – 1  
BID FORM.

To,

Etisalat Afghanistan,

.....

Kabul, Afghanistan

Attention; Sr. Analyst Procurement & Contracts.

Dear Sir,

We have examined the conditions of contract and specifications including Addenda Nos. (.....) of your RFP bearing No..... Receipt of the same is hereby acknowledged. We the undersigned offer to manufacture & supply, install, test and commission into service..... (Name of project) on the conditions of contract and specifications for the sum of..... (Total Bid amount for goods and services in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to complete the delivery of Goods and Services as specified in the contract within the implementation schedule effective from the date of signing of contract.

We agree to abide by this bid for a period of .....(Price validity period) days from the date fixed for bid opening and it shall remain binding upon us and shall be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance here of in your notification of award shall constitute a binding contract between us.

In case we fail to accept the award of tender issued to us by EA, EA will be at liberty to cancel our registration and we shall not have any claim for this.

Yours Faithfully,

..... (Signature of authorised person)

..... (Name of authorised person)

..... (Position of authorised person)

(Seal of the company/firm)

## APPENDIX – 2

## PERFORMANCE SECURITY FORM.

FROM: \_\_\_\_\_ (name of bank)

\_\_\_\_\_  
\_\_\_\_\_TO,  
Etisalat Afghanistan,  
Head Office -----,  
Kabul – Afghanistan.SUBJECT: BANK GUARANTEE FOR \_\_\_\_\_ (amount) ON BEHALF OF  
\_\_\_\_\_ (contractor name) FOR DUE AND FAITHFUL PERFORMANCE of  
CONTRACT NO. \_\_\_\_\_ Dated \_\_\_\_\_.Whereas M/S \_\_\_\_\_ (hereinafter called the Contractor) have  
requested us to furnish a Bank Guarantee in your favour in the  
sum \_\_\_\_\_ (IN WORDS) \_\_\_\_\_ as performance security  
against Contract/Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ concluded/to be  
concluded between the Contractor and Etisalat Afghanistan.

## WE HEREBY AGREE:

1). To make an un-conditional payment of \_\_\_\_\_ (amount in words) to you on  
demand without any further question or reference to the Contractor upon failure  
of the Contractor to perform the Contract on which you will be the sole judge.2). To keep this guarantee valid in full force from this date up to the time of the due  
and faithful completion of the contract under reference (the schedule of  
implementation shall be as described in the contract and its subsequent  
amendments) or till \_\_\_\_\_ whichever date is later. The faithful completion of the  
Contract by the contractor will be intimated by Etisalat Afghanistan.3). To extend the period of the enforceability of this guarantee if such extension be  
necessary due to late issuance of Final Acceptance Certificate or desired by you of  
us. All claims there under must be submitted to the Bank of \_\_\_\_\_ on or before  
the expiry date mentioned in this guarantee or the date mentioned in its extensions  
issued from time to time, after which this guarantee will become null and void and  
should be returned to us. Irrespective of its return, we shall consider ourselves fully  
discharged from any obligation thereunder after the said expiry date.

Dated, this Day of -----.

Signature: \_\_\_\_\_ (Authorized bank staff)

(Bank Seal)

Witness; \_\_\_\_\_

### APPENDIX – 3

#### CONTRACT FORM

This Contract No. ----- is hereby made at ..... on this day of ..... 20xx by and between

Etisalat Afghanistan incorporated----- with its offices at ----- (hereinafter referred to as “EA”, which expression is deemed to include its successors-in-interest and assigns) OF THE FIRST PART;

AND

M/S-----

----- (hereinafter referred to as ‘CONTRACTOR’ which expression shall be deemed to include its successors-in-interest and assigns) OF THE OTHER PART,

#### PREAMBLE

**WHEREAS**, EA desires to procure -----  
----- (name of work) on a Turnkey basis as defined in Scope of Work.

**AND WHEREAS**, the Contractor has made its offer No. ----- Dated XX-XX-201X with all subsequent clarification/amendments No. ----- dated XX-XX-201X and undertaking for Supply, Installation, Testing and Commissioning of ----- on Turnkey Basis meeting EA specifications.

**AND WHEREAS** EA accepted the offer of the Contractor, subject to the conditions as have been defined in this Contract, Scope of Work, and letter of Intent.

**AND WHEREAS**, the Contractor shall be responsible to Supply the OFFSHORE equipment in accordance with the Specifications and terms of this Contract.

**NOW THEREFORE**, for and consideration of the promises covenant hereinafter contained and to be performed by the parties hereto, the said parties hereby covenant and agree as follows:

That in consideration for the covenants and agreements to be kept and performed by the Contractor for the faithful performance of the Contract, and the completion of the work embraced herein within the time specified according to the specification and conditions of the Contract contained and referred to:



Dated: 04 September 2025

EA shall pay, and the Contractor shall receive and accept as full compensation under the agreement, and total cost of the Contract comprising of:

Foreign portion CIP US\$ XXXX/-  
(US Dollars ----- only)

Local Portion D.D.P. AFS XXXXX/-  
(Afghanis ----- only)

(Text and Terms & Conditions of Contract)

IN WITNESS WHEREOF the parties have caused this Contract to be signed of the Day and Year above written. This Contract bearing No. ----- Worth Amount C.I.P US\$ -----, DDP Afs ----- have been signed by the parties in two identical copies which the parties have taken one (1) each.

For and on behalf of Contractor/  
Off shore supplier

For and on behalf of Etisalat Afghanistan

-----  
-----

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-----

WITNESS

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-----  
-----

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-----  
-----

#### APPENDIX – 4 TECHNICAL/COMMERCIAL COMPLIANCE SHEET

(Separate Sheet for each)

	(CLAUSE / SUB- CLAUSE)	COMPLIANCE	REMARKS
	1	2	3

The Compliance Sheet is meant for stating the tender's compliance/non-compliance on all clauses and it is divided into three columns. The tenderer shall complete the Compliance Sheets strictly in accordance with the instructions given below:

Column-1:	For specifying the clause number to which the information in column 2 and 3 applies.
Column-2:	For stating whether the tenderer's offered terms and conditions conforms to the clause in column-1 by using one of the following symbols.

A) :	The tenderer's offered terms and condition fully conforms to the clause in column-1.
B) :	The tenderer's offered terms and conditions do not fully conform to the clause in column-1.
Column-3:	State the alternative only if the Symbol B has been used in Column-2. The benefit which EA will have, if such alternative is accepted, must be stated.

The bidder shall complete the Commercial Compliance Sheet furnished in the Bid Document strictly in accordance with the instructions given in the tender. However, the following points are further added.

A word such as "noted" is inadequate and will be treated as not complied.

Where a clause is stated to be "complied" the bidder may provide further reference details. In the event of any discrepancy between these details and the statement of compliance, the compliance statement will be taken by EA as correct and binding upon the bidder and the details (including footnotes or specified in any other form or place) given by the bidder will be ignored.

Where the clause is stated to be "not complied" or "partially complied" then the bidder will provide full details of the deviation from the specified requirements together with full details of any alternative arrangement offered.

Simply signing of every page of bid document will not serve the purpose of the compliance statement and will be treated as not complied, therefore proper compliance sheet should be attached with bid.

If a certain clause(s)/sub-clause(s) are missed or left unattended in commercial compliance sheet such clause(s) or sub-clauses would be considered as not complied.

Failure to provide commercial compliance will be deemed sufficient cause of rejection of bid and will be major deviation.

## Annexure-A

### AI – Your personal AI Assistant

#### Summary –

AI is an AI language model that generates human-like text based on the input it receives. It can assist with a wide range of tasks, including answering questions, providing explanations, generating creative content, and engaging in conversations. AI is designed to understand and respond to natural language, making it a versatile tool for both casual users and professionals seeking support in writing, brainstorming, and problem-solving.

#### How to Subscribe –

- Users can subscribe to daily, Weekly, & Monthly packs.
- The balance will be deducted from Airtime
- This service is available on App/Web/USSD/IVR/SMS.
- User can subscribe to any one channel and access from any of the channels mentioned at the price of one
- The service is available for all users, Prepaid + Postpaid.

#### Features –

- Podcast Creation
- Video Generation
- Available for data and non-data users
- PDF Queries: Ask anything from the uploaded PDF.
- Image Creation: Generating visual content for various purposes.
- AI read response: Let AI read answers for you.
- Share response: Share your response on social platforms.
- Searched History: Access your searched history.
- Summarize content: Condensing information into a concise, abbreviated form for comprehension.

#### Product Objective:

The primary objective of AI is to provide users with a highly accessible, versatile, and intelligent assistant that enhances their daily interactions with technology. AI aims to simplify information access, support content creation, streamline learning, and facilitate seamless communication across platforms and languages, catering to both casual and professional needs.

#### Key Benefits:

- 1. Accessibility and Convenience:** AI is available on multiple channels (Web, USSD, IVR, SMS) and accessible with or without internet, ensuring users can engage with it wherever they are, regardless of connectivity.
- 2. Enhanced Productivity:** With tools like content summarization, multi-turn conversations, and PDF querying, AI helps users quickly process, understand, and interact with complex information, boosting efficiency in tasks like research, writing, and problem-solving.

Dated: 04 September 2025

**3. Creative Flexibility:** Image creation and response regeneration features allow users to generate unique visuals and explore alternative answers, adding a creative edge to projects, presentations, and social sharing.

**4. Personalized Interaction:** Multi-turn conversations enable a more natural, intuitive, and engaging experience, adapting AI to each user's style and needs.

**5. Broad Language Support:** With over 200 languages supported, AI bridges communication gaps and caters to a global audience, allowing users to interact in their preferred language.

**6. Instant Social Sharing:** The response-sharing feature makes it easy for users to broadcast answers, images, or insights directly to social media, fostering connection and engagement.

**7. Increased Accessibility for Learning:** Through AI voice response and summarized content, AI promotes easy learning and information retention, making it especially valuable for auditory learners and those with reading constraints.

**8. Enhanced User Control and Flexibility:** AI's history feature and regeneration options give users control over their information and the ability to revisit, refine, or adjust responses to suit specific needs.

#### Language to support:

- Pashto
- Dari
- English

#### Technical Requirements,

##### Application Technical Channel:

- The bidder must present demos of their application that how works technically also the size of the apps beside there should be integration of Application to Application.
- The bidder must have capability and feasibility over the API to connect with VAS Aggregator platform for the charge of product and services.

**Web Technical Channel:** The bidder must have technical Architecture for the development of WEB interface application to customers and deliver the content in the WEB application also to have expertise for Header enrichment with Operator PS network,

The bidder should have API solutions also feasibility with VAS Aggregator platform for the handling of product charges.

- The bidder must have subscription and un-subscription flow over the WEB channel.

##### USSD GW Technical Channel:

- The bidder to have USSD GW technical architecture to connect with operator MSC/VLR, SS7 Sigtran and STP/HLR nodes,

- The USSD feature will be push and pull menus to display the list of buttons for pressing to the customer to select that product and service offer for purchasing.
- The bidder to have flexibility to connect with operator VAS Aggregator Charging platform through API.
- The bidder must have subscription and un-subscription flow over the USSD channel.

#### **IVR Technical Channel:**

- The bidder must have technical Architecture design for Interactive voice response system to communicate with Operator MSC (SIP) and Media (RTP) nodes to establish the IVR connectivity.
- The bidder must have flexibility to integrate with VAS Aggregator platform API for the charging of a product and service.
- The bidder must have subscription and un-subscription flow over the IVR channel.

#### **SMS Technical Channel:**

- The bidder must have technical architecture design for SMS service to support SMPP protocol with operator node over the VPN tunnel,
- The bidder should be familiar with SMPP connection with Operator SMSC platform.
- The bidder must have subscription and un-subscription flow over the SMS channel.
- The bidder must have flexibility to work with VAS Aggregator API for the charging of SMS channel,
- **INFRASTRUCTURE:** The system shall be compatible with the Cloud based infrastructure to dimension the requirement of the VMS for the database and application of preferred services.

#### **SYSTEM REDUNDANCY AND RELIABILITY**

- The contracted equipment shall be fully redundant to provide a very high degree of availability (99.99%). should have built-in redundancy and failover mechanism to ensure high availability.
- Load Balancing: should employ load balancing techniques to distribute traffic evenly across multiple servers or nodes.

#### **Local support partner:**

- The local support partner should deal with operator directly and allowed by ATRA to have contract directly with operator not with international service providers.
- The bidder must have contract with local partner instead of international service provider ATRA obligation should be met,
- The bidder must fulfil ATRA obligation to support the operator and have alignment with the international service provider.

## Annexure-B

### AgriTech – AI-Powered Agriculture Intelligence

**Summary** AgriTech is an advanced AI-driven solution designed to empower farmers with real-time insights and actionable intelligence for improved agricultural productivity. With AI-powered crop health analysis, weather updates, and market price tracking, AgriTech ensures that farmers make informed decisions to maximize yield and profitability.

#### How to Subscribe

- Available on Web, App, USSD, IVR, and SMS platforms.
- Subscription plans include daily, weekly, and monthly options.
- Charges are deducted from Airtime.
- One subscription allows access across multiple platforms.
- Open for both Prepaid and Postpaid users.

#### Key Features

- **AI-Powered Crop Health Analysis:** Upload images of crops to diagnose diseases and deficiencies instantly.
- **Real-Time Weather Updates:** Receive timely alerts on weather conditions and rainfall to optimize farming activities.
- **Market Price Tracking:** Monitor live crop prices to make profitable selling decisions.
- **Disease Identification & Treatment:** Get AI-generated recommendations for crop disease prevention and treatment.
- **Agri News & Advisory:** Stay updated with agricultural news, AQI alerts, and expert farming tips.

**Product Objective** AgriTech aims to revolutionize farming practices by equipping farmers with AI-powered tools that enhance productivity, reduce losses, and ensure better decision-making. It bridges the gap between technology and agriculture, making modern farming more data-driven and efficient.

#### Key Benefits

1. **Improved Crop Health:** Early disease detection and treatment recommendations help prevent yield loss.
2. **Better Planning:** Real-time weather alerts enable farmers to plan sowing, irrigation, and harvesting efficiently.
3. **Higher Profitability:** Market price tracking ensures that farmers sell their produce at the best possible rates.
4. **Risk Mitigation:** AI-powered disease identification helps reduce crop failure risks.
5. **Enhanced Knowledge & Advisory:** Farmers receive the latest agricultural news, expert insights, and AQI alerts for smarter farming decisions.
6. **Multi-Platform Accessibility:** Farmers can access AgriTech through Web, USSD, IVR, and SMS, making information readily available, even in remote areas.

By offering these features, AgriTech empowers farmers with modern tools to maximize yield, improve crop health, and increase profitability, leading to a more sustainable and productive agricultural ecosystem.

**Language to support:**

- Pashto
- Dari
- English

**Technical Requirements,**

**Application Technical Channel:**

- The bidder must present demos of their application that how works technically also the size of the apps beside there should be integration of Application to Application.
- The bidder must have capability and feasibility over the API to connect with VAS Aggregator platform for the charge of product and services.

**Web Technical Channel:** The bidder must have technical Architecture for the development of WEB interface application to customers and deliver the content in the WEB application also to have expertise for Header enrichment with Operator PS network,

The bidder should have API solutions also feasibility with VAS Aggregator platform for the handling of product charges.

- The bidder must have subscription and un-subscription flow over the WEB channel.

**USSD GW Technical Channel:**

- The bidder to have USSD GW technical architecture to connect with operator MSC/VLR, SS7 Sigtran and STP/HLR nodes,
- The USSD feature will be push and pull menus to display the list of buttons for pressing to the customer to select that product and service offer for purchasing.
- The bidder to have flexibility to connect with operator VAS Aggregator Charging platform through API.
- The bidder must have subscription and un-subscription flow over the USSD channel.

**IVR Technical Channel:**

- The bidder must have technical Architecture design for Interactive voice response system to communicate with Operator MSC (SIP) and Media (RTP) nodes to establish the IVR connectivity.
- The bidder must have flexibility to integrate with VAS Aggregator platform API for the charging of a product and service.
- The bidder must have subscription and un-subscription flow over the IVR channel.

**SMS Technical Channel:**

- The bidder must have technical architecture design for SMS service to support SMPP protocol with operator node over the VPN tunnel,
- The bidder should be familiar with SMPP connection with Operator SMSC platform.
- The bidder must have subscription and un-subscription flow over the SMS channel.
- The bidder must have flexibility to work with VAS Aggregator API for the charging of SMS channel,
- **INFRASTRUCTURE:** The system shall be compatible with the Cloud based infrastructure to dimension the requirement of the VMS for the database and application of preferred services.

**SYSTEM REDUNDANCY AND RELIABILITY**

- The contracted equipment shall be fully redundant to provide a very high degree of availability (99.99%). should have built-in redundancy and failover mechanism to ensure high availability.
- Load Balancing: should employ load balancing techniques to distribute traffic evenly across multiple servers or nodes.

**Local support partner:**

- The local support partner should deal with operator directly and allowed by ATRA to have contract directly with operator not with international service providers.
- The bidder must have contract with local partner instead of international service provider ATRA obligation should be met,
- The bidder must fulfil ATRA obligation to support the operator and have alignment with the international service provider.



The following Information must be submitted with offer:

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	
Company Financial Statement/bank statement for last two years	
Experience over the last two years	