

## REQUEST FOR PROPOSAL

### No. EA/02-43-2023

### For Provisioning of Loan Services

1. Bids are invited from authorized partners for the Provisioning of Loan Services. This bid Document is also available on the Etisalat website ([www.etisalat.af, Tenders](http://www.etisalat.af/Tenders)).
2. RFP Deadline is **26 September 2023**.
3. Bid received after the above deadline shall not be accepted and the bidder shall have the related experience in this field.
4. Local and international firms can send their offer via email to [ghurzang@etisalat.af](mailto:ghurzang@etisalat.af) and copy [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.
7. The Bidder should have experience in this field.
8. Bidder should be registered with Etisalat Afghanistan (EA) in Vendor Registration List. If any interested bidder is not registered, they should fill out the attached Vendor Registration Form and provide the following documents for registration of their company with EA.
  - 1- Company Profile
  - 2- Business License
  - 3- President and Vice President ID Cards/Tazkira Copies
  - 4- Article of Association
  3. Past PerformanceThe firm must describe past performance on similar public and or private agency contracts, including past performance on similar works for any other telecom company.
9. All correspondence on the subject may address to Ghurzang Waziri, Sr. Specialist Procurement, and Etisalat Afghanistan. Email [ghurzang@etisalat.af](mailto:ghurzang@etisalat.af).

**Ihsanullah Zirak**

Director Supply Chain

Ihsan Plaza, Shar-e-Naw, Kabul, Etisalat Afghanistan

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# **BID DOCUMENT**

**FOR**

**Provisioning of Loan Services for Etisalat Afghanistan**

**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/Offer 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 be 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 Republic of Afghanistan and having office at Ihsan Plaza Charahi Shaheed 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.

**“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 loan services. 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 must submit an original 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.

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 - 2.

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** The bidder shall prepare two copies of the Bid, clearly marking each "ORIGINAL BID (Technical OR Commercial)" and "COPY (Technical OR Commercial)". In the event of any discrepancy between them, the original shall govern. In addition, the Bidder shall also provide their responses in electronic format on CD.

**5.2.2** The original and 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.

**5.2.3** 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

**5.3.1** The Bidders shall seal the original and copy of the bid duly marking the envelope as original and copy, which can easily be dropped in tender box placed in EA, Head Office Ihsan Plaza Charahi Shaheed Kabul.

**5.3.2** If the envelope is not sealed and marked as required herein, EA will assume no responsibility for the Bids misplacement or premature opening.

**5.3.2** 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 **26 September 2023** 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, sealed, marked, and dispatched in accordance with the provisions of paragraph 5.4.1, withdrawal notice may also 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 (7) 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 Republic of Afghanistan.
- b. The contractor shall respect the provisions contained in Tax Laws notified by the Government (Islamic Republic 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 republic of Afghanistan.

**9.3.5** The contractor shall fully inform itself of all Islamic Republic 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 Republic 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 DETORINATION 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 as defined in Annexure – 3.

## **9.18 DISPUTE RESOLUTION.**

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

## 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.

**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.

## **12. Force Majeure:**

12.1 For the purpose of this Contract, Force Majeure refers to an impediment beyond the Parties' control; and the Parties could not be expected to have taken the impediment and its effects upon their ability to perform into account at the time of the execution of the Contract; and the Parties could not reasonably have avoided or overcome it or at least its effects.

12.2 The Parties shall not be in breach of any of their obligations under this Contract where failure to perform or delay in performing any obligation is due, wholly or in part, directly or indirectly, to the occurrence of:

12.3 Act of Nature (including fire, flood, earthquake, typhoon, storm, hurricane or other natural disaster), explosion, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, act of public enemy, government sanction, sabotage, blockage, embargo, labor dispute, labor unrest, strike, labor shortages, lockout or interruption or failure of electricity, or oil shortage, or other catastrophes, epidemics or quarantine or because of any other event beyond the control of the Parties, for the period of time occasioned by any such occurrence.

12.4 For the purpose of the definition of Force Majeure, and unless otherwise provided in the Contract, impediment does not include lack of authorizations, licenses, entry or residence permits, or approvals necessary for the performance of the Contract and to be issued by a public authority of any kind whatsoever in the country of the party seeking relief.

12.5 A Party seeking relief shall, within fifteen (15) days after the impediment and its effects upon its ability to perform became known to it, give notice to the other Party of such impediment and its effects on its ability to perform. Notice shall also be given when the ground of relief ceases.

12.6 If the grounds of relief subsist for more than 90 days, a discussion shall be held between the Parties in order for the obligations of the Parties to be otherwise performed. If the grounds of relief subsist for more than 180 days and/or the Parties have not agreed upon a revised basis for performing the obligation, either Party may, upon 30 days written notice, terminate the Contract.

## 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 GURANTEE 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:

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**

-----  
-----

-----  
-----

**WITNESS**

-----  
-----  
-----

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-----  
-----

## APPENDIX – 4

### TECHNICAL/COMMERCIAL COMPLIANCE SHEET

(Separate Sheet for each)

(CLAUSE / SUB- CLAUSE)	COMPLIANC E	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 documents 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**

## **Scope of Work**

### **Provisioning of Loan Services**

#### 1. Project Overview

Etisalat Afghanistan subscribers must load airtime to make a call and /or send an SMS or purchase data bundles. Should subscribers be unable to load airtime due to insufficient funds or being unable to reach a location where the airtime can be purchased, they will be without airtime and will be unable to initiate or complete a call. The Loan Services solution involves advancing Voice or Data Loan services to subscribers with the expectation that they will settle it on their next recharge (Top up or Transfer). Subscribers will be able to advance Loan services by using the USSD, IVR (Low Balance IVR), Captive Web, SMS, and mobile APP platforms.

The project starts on the Etisalat Afghanistan USSD platform, SMSC, Core Network, and third parties, where the customer can receive an advance.

The amount that the customer qualifies for will depend on the profiling of that customer and only the Bundles loan (Voice & Data) the customer can advance will be displayed or played over IVR to them for selection.

Should a qualifying subscriber opt to advance Bundle Loan, the bundle will be forwarded to the subscriber's account without any service fee charged. The purpose of this document is to detail the business requirements and scope for the Etisalat loan service product.

#### 1.1 Purpose for RFP

The aim of this document is to appoint a service provider on a non-exclusive principal-to-principal and revenue share-based service to provide an end-to-end loan service and solution that help Etisalat Afghanistan 's business and reputation. The Provider must throughout the term, provide the service and implement a standard loan services and solutions to ensure a single source of easily accessible service for EA, by using a systematic approach to understanding customers, their behavior, and the telecommunications field. EA is intending to achieve the below targets:

#### In Scope

- Loan advance service
  - Voice bundle
  - Data bundle
  - Credit
- Pre-paid customer base.

#### Out of Scope

- Post-paid customer base
- Hybrid customer base

Requirements include but are not limited to.

### 1.2 General Requirements

- Borrow or withdraw via mobile.
- Cash in via mobile (Deposit).
- Determine the borrower/depositor consumer by the MSISDN.
- Complete compliance checks, such as Anti-Money Laundering (AML) and Combating the Financing of Terrorism (CFT).
- Store the relevant Know Your Customer (KYC) information for borrowers and depositors.
- Calculate and communicate the charges to the consumers on borrowing and withdrawal transaction fees. (Credit Loan)
- Promote the loan service.
- Providing an hourly, daily, weekly, and monthly report
- Solution Architecture.
- Geographic presence.
- Regulatory compliance.
- Deployment strategy.
- Investment required/made to date by the SP.
- Resource requirements for the proposed or implemented solution architecture.
- Framework revenue share model.
- Ability/Experience and references in multiple vendor environments.

#### Technical Requirements:

- Feasibility with Telecom Channels, via USSD, IVR, USSD, Web.
- Feasibility with billing interface API MML-based or cut fee capability.
- Implementation of Hardware equipment on the Premises to both PR/DR sites.
- Required Technical Concept note and define all the logic and technical aspects
- Required Technical Structure Flow and Diagram.
- Local Support availability (local Partner) by 24/7 to fully maintain the Hardware and software maintenance and overall performance of the Loan service.
- Required SLA for any down Time of the Loan Service so it would be penalized on severity ticket level.
- Technical References and deployed Loan Services to any part of the world.

#### 1.3 Solution Architecture Requirement

- Vendor to provide \$50KUSD security deposit.
- Allow four tiers of bundles SMS, USSD, low balance IVR, Captive Web and APP.
- Minimum Float of 300 million AFN / day.
- Loan processing/depositing time from lender/consumer to consumer/Lender must be instantaneous.
- Reconciliation of bad debts to be done monthly.
- The borrower must be able to access funds immediately.
- A standard API must be publicly available to enable technology vendors to integrate their M-Wallets solutions into.
- The following transactions must be supported: cash in via mobile and borrow or withdraw via mobile.
- Initial bad debts calculation automation report.
- Post 90 days calculation automation report.
- Real bad debts calculation automation report.
- Ability to cover bad debts.
- Mechanisms for customers to check and correct credit history.
- Overdrafts – to meet the needs of day traders and those who require loans for terms shorter than a month.
- Provide clarity on terms & conditions – even for feature phone users to reduce delinquency.

- Higher amounts, longer repayment terms, and reduced transaction rates that reflect good credit history built over time.
- Behavioral nudges to minimize imprudent borrowing used to finance gambling, drinking, and even pornography.
- Increased human touch (particularly for larger loans) – to respond to the clearly expressed need for human interaction when deciding on whether to buy a product, when there is a problem, or when customer grievances need resolution.
- The ability to harness digital footprints and channels to provide rapid access to credit and take concerted efforts to optimize the products currently being delivered and realize the full potential of the digital revolution for consumers and providers alike.
- It is required that the hub be willing to interconnect with other hubs in the market to initiate and terminate transactions Settlement process.
- Outline the connection into settlement bank accounts Settlement process.
- Outline the authorities required to extract or credit funds Settlement process.
- Explain where accounts will be held, either on the Operator's books or those of the hub.
- The solution should accommodate stored value capability.
- The solution should accommodate banking account systems including credit and debit cards.
- The solution must use the MSISDN as the unique identifier for all transactions as mandated by the industry.
- The solution must use the Operators brand.
- The solution uses the Operator's distribution channel, where the regulatory environment allows, and Operators wish to enable this.

#### 1.4 RIGHTS AND OBLIGATIONS

Vendor obligations shall be as follows:

- Being responsible for the management of the platform through which the Value Added Services are provided, including hardware, software, and technical support related thereto for the purpose of providing the Services contemplated herein.
- Respond to any issues raised by EA of any problems caused by the

Services or any complaints received from the subscribers and the Service Provider shall forthwith, at its sole expense, take necessary corrective action in that regard.

- Be responsible for the availing of the System as required for the provision of the Services from third parties and its installations, deployment, testing, and commissioning at the premises of Etisalat Afghanistan.
- Ownership of the System shall at all times remain with Vendor and no provision of this Contract shall be construed to be the sale or ownership transfer of such System as required for the provisioning of the Services.
- Installation and deployment of the System by VENDOR at the premises of Etisalat Afghanistan shall be on a returnable basis and on termination of this Contract; the Service Provider shall be entitled, without any objection or hindrance from Etisalat Afghanistan, to take the System from the premises of Etisalat Afghanistan.
- Providing the Security Deposit in the manner provided herein
- Comply with all Applicable Laws and regulations, when appropriate, will seek independent legal advice in relation to such compliance with, or to any other issues relating to, such Applicable Laws and/or Regulations.
- Jointly with Vendor, be responsible for the penalties/fines imposed by ATRA due to its non-compliance with Applicable Law and/or sectorial regulations of the Territory However, in accordance with the initial agreements, Vendor as integral part of the deal undertakes



and warrants to be liable for compliance with terms, conditions and requirements of this Contract, and Etisalat Afghanistan shall have the right to claim necessary remedies from Vendor in case of non-compliance without prejudice to any rights accrued under the Contract.

- VENDOR shall provide all required licenses and/or non-objection confirmation from Afghanistan Telecommunication Regulatory Authority (ATRA), including but not limited to:
  - (i) License for providing the Services;
  - (i) License for short code(s), if required. The Parties acknowledge that, as of the Effective Date of this Agreement, EA shall provide 888 short code for the provision of the Service. Vendor shall procure Short Code license if any additional short codes are required as mutually agreed by the Parties; and
- Approval for the prices of the Services, if required.
- Comply with all Applicable Laws and Regulations, when appropriate, will seek independent legal advice in relation to such compliance with, or to any other issues relating to, such Applicable Laws and/or Regulations.
- Be responsible for the penalties/fines imposed by ATRA due to non-compliance with Law and/or sectorial Regulations of the country solely attributable to it.
- In accordance with the initial agreements, Vendor as integral part of the deal undertakes and warrants to be liable for compliance with

terms, conditions and requirements of this Contract, and Etisalat Afghanistan shall have the right to claim necessary remedies from Vendor in case of non-compliance without prejudice to any rights accrued under the Contract.

### 1.5 Regulatory Compliance

- The solution must meet AML and CFT requirements as defined by the global FATF standards.
- Outline which regulatory compliance responsibilities are carried by the hub including who carries the risk of non-compliance to AML/CFT.
- Outline which regulatory compliance responsibilities are carried out by the MNO Explain the signing up process, i.e. responsibilities in terms of payment regulation from initiation to the completion of a commercial money transaction.
- Establish robust credit reference bureaus.
- Require automated data submission systems to ensure consistency of loan or repayment data reported to credit reference bureaus.
- Mandate offshore, app-based lenders to report to credit reference bureaus.
- Customize credit rating basis amount and number of days overdue.
- Institutionalize mechanisms for customers to check and correct credit history.
- Provide strong guidance or enforcement on drafting and communicating clear and customer-focused terms & conditions; and

### 1.6 Time to Market

- The SP must be able to deploy the service within six weeks.

**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	