



TENDER NOTICE

No. EA/01-21-2010

Managed Services of GSM Access Network/Transmission and Site Infrastructure for Etisalat Afghanistan

Sealed Bids are invited from companies of repute or their authorized agents on DDP (Kabul) basis for **"Managed Services of GSM Access Network/Transmission and Site Infrastructure for Etisalat Afghanistan"** according to Etisalat Afghanistan requirements and Technical Specifications as per RFP. The bid Documents are available in Etisalat head office and can be obtained from Contracts Coordinator or downloaded from Etisalat website (www.etisalat.af).

2. Sealed Bids shall be submitted to Etisalat Afghanistan Main Office Supreme Tower, Shar-e-Naw, Kabul by 27th of May- 2010 till 15:00 hours. The bids shall be submitted in two separate envelops one marked as "Technical offer" and second as "Commercial/Financial offer". The bids shall be submitted in English language.
3. Bid received after the above deadline shall not be accepted.
4. 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
5. All correspondence on the subject may be addressed to the undersigned

Director, Procurement & Inventory Control
Supreme Tower, Shar-e-Naw Etisalat Afghanistan
E-mail: ushah@etisalat.af
Tel: +93 (0) 781 204 445

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Main RFP

For Complete Managed Services of Access/Transmission and site infrastructure service for Etisalat Afghanistan

REQUEST FOR PROPOSAL RFP 01-21-2010

For Managed Services of GSM Access Network/ Transmission and site infrastructure for Etisalat Afghanistan



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1 INTRODUCTION

- 1.1 ETISALAT AFGHANISTAN, through this Tender Specification calls for Tenderers to submit a complete Managed Services proposal for Etisalat Afghanistan mobile cellular GSM, Access Network, site infrastructure and Transmission system in Afghanistan.
- 1.2 The Managed Services proposal should cover all networks subsystems and nodes including, but not limited to, the following;
- i. Base Station Subsystem (BSS)
 - ii. Transmission system: Including microwave system, SDH ring, VSAT, etc.
 - iii. Sites Infrastructure (Civil, electrical & Mechanical)
- 1.3 Tenderer should offer cost effective solution for the offered services meeting the general and technical specification of this tender.
- 1.4 Tenderer is free to offer suitable alternatives, which are not necessarily covered in this specification and critically needed for completion of the Managed Services. Tenderer should submit full details of these proposed alternatives as optional.
- 1.5 The Tenderer should be responsible for all entry formalities, accommodation, equipment certification and transportation to sites of all his staff, materials and equipment.
- 1.6 The Managed Services proposal scope should cover Access Network, Transmission and Site Infrastructure, End to End responsibility.
- 1.7 The Tenderer should respond to all General, Technical and Commercial Specification and information requested in this RFP and should be presented at Etisalat Afghanistan Contract Department office within 2 (two) weeks from issuance of this RFP.
- 1.8 Any request for clarification regarding either commercial or technical aspects should be sent not later than one week from the Tender proposal submission date.
- 1.9 The term "System" in this tender should cover the offered hardware, software, applications, databases, and operating systems.
- 1.10 Technical terms used in this specification conform to the International Telecommunication Union 'List of Definitions of Essential Telecommunication Terms Part 1' and definitions appearing in the ITU-T White Book, 3GPP standard.
- 1.11 Tenderer should respond, in detail, to all specifications of this Tender.

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2 SCOPE OF WORK

- 2.1 The general scope of this project is to provide Managed Services for Etisalat Afghanistan GSM Access Network, Transmission and site infrastructure to meet the required SLAs & KPIs as specified in this RFP.
- 2.2 Tenderers should offer COMPLETE Managed Services proposal for all Access, Transmission nodes and infrastructure.
- 2.3 The Tenderer should bear full responsibility for delivering the complete Managed Services for a period of 3 (three) years starting two weeks from LOI issuance date.
- 2.4 The Tenderer should be fully responsible for the operations of other vendor's equipment (hardware & software).
- 2.5 The Tenderer should offer a complete Managed Services and guarantee its performance according to the RFP specifications and to full satisfaction of ETISALAT AFGHANISTAN.
- 2.6 Any service(s) omitted from the offer which may reasonably be implied and obviously necessary for the completion of the Managed Services and efficient performance of the project as an operational system in accordance with the specifications, should be provided by the Tenderer as if included in the offer and cost thereof should be deemed to have been included in the contract price
- 2.7 The Tenderer shall develop and dedicate a team, which will be responsible for the overall services requirements to ensure the scope of work, specification, progress reports, proper coordination, service time plan, priorities, SLAs, KPIs and various services responsibilities of the Tenderer, follow the intensions specified in the RFP.
- 2.8 All offered discounts should be applicable for future orders.
- 2.9 Tenderer should provide list of operators where they have provided such Managed Services.
- 2.10 In case scope of work enlarged in future, the coast of this enhancement should be in line with the present contract.

3 GENERAL INFORMATION & INSTRUCTIONS IN RESPONDING TO THE TENDER

3.1 **Receipt of the Tender**

- 3.1.1 The Tenderer must acknowledge receipt of the Tender.
- 3.1.2 Etisalat Afghanistan reserves the right to revise or amend the terms, conditions or Provisions of the Tender file in advance of the Tender closing date.

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3.1.3 Etisalat Afghanistan shall make effort to allow Tenderer one week to study/clarify any revision or amendment. The amendment shall then be issued to all Tenderers at the same time.

3.1.4 Each amendment shall form an integral part of the Tender.

3.2 Tender Response Return Date and Conditions

3.2.1 The Tenderer shall response to this tender, with all its General, Technical and Commercial Specification, and information requested shall be presented at Etisalat Contract Department office.

3.2.2 The Response shall be received by the date and time indicated in the advertisement. The Tenderer shall note that, failure to deliver a Response by deadline will be taken as an intention not to bid and will eliminate the Tenderer from the process.

3.2.3 The Response shall be complete in all aspects, as instructed herein, and include all essential documentation.

3.2.4 The Response entire content shall be in English and shall conform to the format indicated.

3.3 Response Structure and Format

The Response to this Tender shall constitute three different volumes; the answers/information required shall be mapped onto the volume structure as below :

3.3.1 Volume 1 - Executive Summary, detail pricing.
The executive summary shall be provided including an overview of functional and technical architecture corresponding to the Tender Specifications with total cost of the project after applying all the given discounts and illustrating all the special discount in table format.

3.3.1.1 Volume 1 shall be submitted in sealed envelope, marked as "Financial Offer", and includes required soft copies (CD).

3.3.2 Volume 2 - Compliance statement with detailed description for each clause in General and Technical parts for the entire element clause by clause with out referring to other documents. Also, Tender shall provide a compliance table in excel format for the main RFP and all attached annexes using the below format

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Statement of Compliancy							
Main RFP /Annexure	Part	Section	Clause	Compliant	Non-compliant	Noted	Comments

3.3.3 Volume 3 - Additional Information and Scope of Work description. This shall include a full description for the offered services.

3.3.4 The above structure is mandatory to be followed by the Tenderer and other format will not be acceptable.

3.4 Format

3.4.1 All the Response Documents shall be written in English.

3.4.2 The Tenderer is requested to strictly follow the Table for cost summary attached as Annexure.

3.4.3 All the Softcopies shall be attached in Microsoft Office Excel and Word Format. No Acrobat files will be accepted expect for product description.

3.4.4 Compliancy statement tables shall be provided for the main tender (RFP) and all attached annexes.

3.5 Response Delivery

The Response shall be provided as described below:

3.5.1 The Tenderer Response must be sealed and clearly indicate the name of the Tenderer, the address, the name and telephone number of a point of contact. Furthermore, the Tenderer shall divide his response into two separate envelopes, one indicating "Contains General and Technical Information" and the other "Contains Commercial Information".

3.5.2 3 Hard-copies (one original and 2 copies), double sided A4 format, except where pre-printed materials dictate otherwise.

3.5.3 The original copy (marked 'ORIGINAL' accordingly) must be signed.



3.5.4 7 Soft-copies on appropriate support (e.g. CD). The storing of the information on the electronic support shall reflect the structure of the Response as detailed above. Each copy shall contain two CD's marked as below:

3.6 Response Analysis Criteria

3.6.1 In analyzing the response from the Tenderer, Etisalat Afghanistan will take into considerations the following criteria:

3.6.1.1 Ability to provide a complete Managed Services within the required timeframes.

3.6.1.2 Availability to provide full support in the development of specific Etisalat Afghanistan requirements.

3.6.1.3 Reliability of services

3.6.1.4 Reference list

3.6.1.5 Good financial offer.

3.6.2 Analysis criteria is not limited to the above and not listed in any order of importance or priority.

3.7 Compliancy Statement

3.7.1 Tenderer shall fill the item-by-item compliance statements attached for each individual sections of this tender specification.

3.7.2 The words "Compliant" or "Non-Compliant" shall appear against each clause. "Noted" shall only be used in exceptional cases where the clause does not necessitate meeting a specific requirement.

3.7.3 The word compliant means that the requested feature/element is included in the offer as part of the system and included in the project cost.

3.7.4 If a "Noted" response is given in the offer where specific requirement is to be met, this shall be considered to mean "compliant".

3.7.5 In the event that response is required to more than one item in a paragraph/sub-paragraph, those shall be itemized in the reply.

3.7.6 If no response is given in the offer where specific requirement is to be met, this shall be considered to mean "compliant".

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- 3.7.7 If the response is compliant to any items or sub items, which requires also details, the Tenderer shall provide as specified without referring to any attached document or other tender clauses.
- 3.7.8 If the response is non-compliant to any specific item/sub-item, the Tenderer shall give details of the deviations to allow further evaluation of the offer.
- 3.7.9 In addition of categorically stating compliant and non compliant the Tenderer shall state in detail how the particular clause is proposed to be complied. (Statement of Compliance & Non-compliance attached).

3.8 References

- 3.8.1 The Tenderer shall provide clarifications for the following questions:
 - 3.8.1.1 Presence in Afghanistan and other countries
 - 3.8.1.1.1 Whether they are providing the same services to any other cellular operator in Afghanistan
 - 3.8.1.1.2 Staff description
 - 3.8.1.1.3 Number of permanent staff (Technical, commercial, support, development, etc)
 - 3.8.1.2 Service Partners (Local & International)
 - 3.8.1.2.1 Tenderer shall describe his ability to provide either directly or through partners related services.
 - 3.8.1.2.2 Tenderer shall describe the options of models to implement the services.
 - 3.8.1.3 Tenderer shall include in the proposal a list of available services including price, responsibilities, etc.
 - 3.8.1.5 Tenderer should provide the following:
 - 3.8.1.5.1 Company Profile
 - 3.8.1.5.1.1 Company Presentation
 - 3.8.1.5.1.2 Company Name
 - 3.8.1.5.1.3 Registered head office
 - 3.8.1.5.1.4 Company creation date
 - 3.8.1.5.1.5 Business activities concise answer < 20 lines)
 - 3.8.1.5.1.6 Company organizational diagram
 - 3.8.1.5.1.7 Company's legal entity - equity capital
 - 3.8.1.5.1.8 Shareholders
 - 3.8.1.5.1.9 Workforce numbers Entities or departments.
 - 3.8.1.5.1.10 Sales and income for last three years
 - 3.8.1.5.2 Reference List with Details (Credentials)

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- 3.8.1.5.2.1 Number of references
- 3.8.1.5.2.2 Number of different companies using the offered system.
- 3.8.1.5.2.3 Amongst whom:
 - 3.8.1.5.2.3.1 Large mobile operators (over 5 million subscribers)
 - 3.8.1.5.2.3.2 Other mobile operators (under 5 million subscribers)
- 3.8.1.5.3 Details of the Two Main References
 - 3.8.1.5.3.1 Details of the two main references shall be provided as per below structure for the offered system:
 - 3.8.1.5.3.1.1 Reference No
 - 3.8.1.5.3.1.2 Company Name
 - 3.8.1.5.3.1.3 Activity
 - 3.8.1.5.3.1.4 Type of Services handled.
 - 3.8.1.5.3.1.5 Name and phone number of the contact.
 - 3.8.1.5.3.1.6 Number of customers
 - 3.8.1.5.3.1.7 Description of managed services (service type...)
 - 3.8.1.5.3.1.8 Other relevant references

3.9 This specification should be read in association with "ETISALAT Afghanistan Instructions and Conditions for Tender".(Attached).

3.10 Tenderer should provide statement of compliancy to all clauses of "ETISALAT Afghanistan Instructions and Conditions for Tender". (Attached).

3.11 The successful Tenderer will have to sign a contract with ETISALAT AFGHANISTAN based on attached "Instructions and Conditions for Tenders" requirements

3.12 Pricing

3.12.1 Tenderer should tabulate in their offer the unit and total prices of services in Afghani or USD, but the payment will be done in Afghani as per Afghanistan government law.

3.12.2 Further breakdown of all the services up to subsystem should also be provided in separate attachments.

3.12.3 It is Mandatory to all tenderer to provide the cost summery sheet using Excel only.

3.12.4 Prices should be given on DDP basis.

4 NETWORK REQUIREMENT

4.1 General Requirement:

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- 4.1.1 Tenderer should quote for any Managed services required for systems/subsystem/nodes not specified herein.
- 4.1.2 In case of any services found necessary for network operation but not specified by Tenderer, those services should be provided at no additional cost to Etisalat/ Etisalat Afghanistan.
- 4.2 GSM BSS**
- 4.2.1 The offered Managed Services should cover complete BSS.
- 4.2.2 Tenderer should meet the required KPIs and SLAs for BSS system as described in this RFP.
- 4.2.3 Available details for Etisalat Afghanistan BSS are mentioned in Annex I attached to the RFP.
- 4.2.4 GSM BTS Equipment
- 4.2.4.1 Tenderer is responsible for the complete provision of Managed Services for BTS and all related works (antenna system, Feeder system, power, transmission, etc). Tenderer should meet General and Technical specification as specified in this RFP.
- 4.2.4.2 Detailed documents describing the offered service should be provided, including scope of work, responsibility matrix, etc.
- 4.2.5 BSC/PCU/TC Equipment
- 4.2.5.1 Tenderer is responsible for the complete provision of Managed Services for BSC/PCU/TC and all related works. Tenderer should meet General and Technical specification as specified in this RFP.
- 4.2.5.2 Detailed documents describing the offered service should be provided, including scope of work, responsibility matrix, etc.
- 4.6 Transmission**
- 4.6.1 The offered Managed Services should cover complete transmission system connecting all GSM and associated nodes in the area under the scope
- 4.6.2 Tenderer should meet the required KPIs and SLAs.
- 4.6.3 Available details for Etisalat Afghanistan transmission network is mentioned in Annex I attached to the RFP.

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4.6.4 Detailed documents describing the offered service should be provided, including scope of work, responsibility matrix, etc.

4.9 Sites Infrastructure (Civil, electrical & Mechanical)

4.9.1 Tenderer is responsible for the complete provision of Managed Services for Sites Infrastructure (Civil, electrical & Mechanical), Tenderer shall meet General and Technical specification provided in this RFP.

4.9.3 Detailed documents describing the offered service should be provided, including scope of work, responsibility matrix, etc.

4.9.4 The Tenderer will deal with critical and important Etisalat equipment; therefore he shall observe safety rules and regulations.

4.9.5 The Tenderer should ensure a 24x7 (24 hours a day, 7 days a week, and every day of the year) on call availability of the facility team.

4.9.6 The Tenderer should carry out manage services for all 2G/3G sites, BSC/RNC sites and MSC sites, etc.

4.9.7 The Tenderer should include, but not be limited to, maintenance activities of the following:

- i. Entire mechanical and civil works
- ii. The entire power system
- iii. UPS, DC rectifiers, Batteries,
- iv. Diesel generators
- v. Air Condition
- vi. Fire fighting systems
- vii. Transformers,
- viii. Air craft warning lights
- ix. Invertors and converters
- x. Automatic Transfer Switch,
- xi. Main Distribution Board,
- xii. Internal Lighting,
- xiii. Foundations (generators, fuel tanks, tower and fence),
- xiv. Lightning system and
- xv. Security system of MSC's and BSCs sites
- xvi. Access road maintenance,

4.9.8 The Contractor is responsible for any costs including but not limited to consumables, transportation of faulty equipment and spare parts.

4.9.9 For each site within the scope of the Managed Services, the Tenderer should define in writing a set maintenance activities (operation & maintenance plan).

4.9.10 The operation & maintenance plan and number of man-power and their distribution has to be provided to Etisalat/Etisalat Afghanistan.

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- 4.9.11 The operation & maintenance plans shall be updated by the Tenderer and approved by Etisalat Afghanistan on a regular basis.
- 4.9.12 Tools and test equipment shall be provided by the Tenderer.
- 4.9.13 The Tenderer should execute all activities related to the electromechanical maintenance.
- 4.9.14 The maintenance plans should maintain and improve the physical state of the facilities.
- 4.9.15 Any on site intervention of the Tenderer should be documented in a centralized electronic database, detailing the date, activity, name of field staff per-son, site name, duration and reason for the intervention.
- 4.9.16 The operation & maintenance shall include cleaning services.
- 4.9.17 The status of the operation & maintenance for electromechanical shall be regularly reported to Etisalat Afghanistan.
- 4.9.18 Etisalat reserves the option to have own electromechanical operation & maintenance service partner in place to which shall be managed or taken over by the Tenderer.
- 4.9.19 The Tenderer should have sufficient emergency mobile generators, air conditioning and cables in sound condition to be used in case of emergencies.
- 4.9.20 The contractor shall provide identifications of problems and system weaknesses". Existing and potential weak-nesses shall be identified and appropriate, cost effective solutions or possible modifications shall recommend.
- 4.10 Spare Part Management**
- 4.10.1 Replacement and maintenance of faulty Units is Tenderer responsibility. Tenderer should be fully responsible for transportation and warehousing of spare parts.
- 4.10.2 Detailed documents describing the offered service should be provided, including scope of work, responsibility matrix, etc.
- 4.10.3 The Tenderer shall provide every month a statistical report covering all types of faulty units/sub-units.
- 4.10.4 A fault report shall be provided with the returned equipment.
- 4.10.5 The faulty units will be returned to Etisalat Afghanistan warehouse by the Tenderer
- 4.10.6 Etisalat will provide the Tenderer adequate numbers of spare parts to be kept in their warehouse and to be used when faults occurs'

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4.11 **TOOLS, TEST EQUIPMENT AND MAINTENANCE ACCESSORIES**

- 4.11.1 All tools required for Managed Services for all systems, subsystems and nodes should be provided by the Tenderer. This should cover also the tools required.
- 4.11.2 The Tenderer shall bear full responsibility for the provisioning of all tools, test equipments, card extenders, test leads, terminations, etc. necessary to deliver the managed services.
- 4.11.3 Tenderer shall supply test and patch cords to enable the testing and any ancillary equipment for testing & maintenance.
- 4.11.4 Tenderer shall supply any adaptors, extender cards, or specialized tools necessary to maintain the equipment for future use.
- 4.11.5 It's the Tenderer responsibility to maintain tools in a good working condition.
- 4.11.6 Tenderer is responsible for any TAX related to tools.

5 **SYSTEM TECHNICAL SUPPORT**

- 5.1 During managed services period, Etisalat Afghanistan reserves its right to perform hardware maintenance activities (including replacement of defective parts with locally managed spares inventory) without the risk of voiding the managed services agreement.
- 5.2 Tenderer shall submit details of technical support and back up which will be available locally during managed services period.
- 5.3 The Tenderer undertakes the responsibility of providing Managed Services to Etisalat Afghanistan, rendered by qualified Technical Support staff. Such Technical Support staff shall be able to provide solution to problems, clearing of system faults and answers to technical questions concerning the network operations within reasonable time limits.
- 5.4 All Fault regarding software/hardware failures reported by shall be resolved immediately.
- 5.5 The Tenderer's manpower and resources assigned to fulfill this managed services shall include:
 - 5.5.1 Technical Staff: responsible for operational and maintenance of network for all its duration.
 - 5.5.2 Engineering Support Staff: Engineers with high level of experience in the system.

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- 5.6 Engineering support provided by the Tenderer should perform the following, but not limited to, tasks:
- 5.6.1 To establish the ultimate procedures and methods for maintenance of the Etisalat Afghanistan system.
 - 5.6.2 To transfer technical knowledge to Etisalat Afghanistan Staff if requested by ETISALAT AFGHANISTAN
 - 5.6.3 Detection, analysis and follow-up until fixing failures.
 - 5.6.4 Execution of preventive and corrective maintenance.
 - 5.6.5 Triggering and co-ordination of preventive and corrective maintenance site interventions.
 - 5.6.6 Logging and reporting of all failures.
 - 5.6.7 Investigation, recommendation and implementation of solutions on hardware and software problems raised by Etisalat Afghanistan when they are not routine maintenance.
- 5.7 Etisalat Afghanistan Supervision
- 5.7.1 With respect to work assignment, the Engineering Support Staff is under Etisalat Afghanistan supervision and shall follow Etisalat Afghanistan's instructions when required.
 - 5.7.2 Etisalat Afghanistan will evaluate the Tenderer's Engineering Support staff and when required a report will be sent to the Tenderer. If the performance of the support staff is not satisfactory to Etisalat Afghanistan, the Tenderer shall provide a replacement within two weeks from the date of notification.
 - 5.7.3 The period taken by the Tenderer to replace the rejected Support staff will be added to the maintenance and support period of the concerned staff in the contract, free of charge, to Etisalat Afghanistan from the date of Etisalat Afghanistan's notification of rejection.
 - 5.7.4 The above mentioned Support staff will be fully dedicated to the project and will not be given any unrelated tasks by the Tenderer.
- 5.8 Technical Support

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5.8.1 Tenderer is required to submit at least the following details of the technical support, which will be made available locally during the Managed Services period to Etisalat Afghanistan:

5.8.1.2 Number of technical personnel available and their qualification.

5.8.1.3 Period, in weeks, during which staff will be present

6 NETWORK MANAGED SERVICES

6.1 Transportation of equipment, materials, spare parts, and staff to site will be carried out by the Tenderer.

6.2 The Tenderer should provide a complete Managed Services covering all the below requested services for all equipment/nodes/subsystems/network element.

6.3 The Operation and Maintenance Services under this Managed Services should include (but not limited to) the following services / functions for all equipment / nodes / subsystems / network element:

- i. Operation & maintenance and faults clearance from network operation centers and field.
- ii. Level 1 Maintenance
- iii. Field Maintenance.
- iv. Preventive Maintenance.
- v. Faults reporting and escalation.
- vi. Service Restoration.
- vii. Transfer to the Etisalat Afghanistan staff the operations through formal training and on job training.

6.4 In addition, the Managed Services should necessarily include the following:

- i. To establish the ultimate procedure and methods to operate and maintain the System.
- ii. Supervision and on-the-job assistance to the Etisalat Afghanistan staff in fault supervision / trouble shooting tasks.
- iii. Triggering and coordination of preventive and corrective maintenance site interventions.

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6.5 Supervision and on-the-job assistance to Etisalat/ Etisalat Afghanistan staff in the system administration tasks at the Operation and Maintenance level which should cover (but not limited to):-

- i. The Tenderer should update the Etisalat / Etisalat Afghanistan on monthly basis, the quantity of hardware replaced in the network and list of available spare parts.

6.7 Preventive Maintenance

6.7.1 Preventive maintenance comprises periodically performed activities, such as abnormality corrections, adjustments and cleaning.

6.7.2 For each network element operated within the scope of the Managed Service Contract, the Tenderer should define in writing a set of preventive maintenance activities (maintenance plan).

6.7.3 The maintenance plans shall be updated and has to be approved by Etisalat/Etisalat Afghanistan on a regular basis.

6.7.4 The Contractor shall execute all activities as defined in the maintenance plans.

6.7.5 The maintenance plans shall keep the equipment operating in compliance to its rated technical specification to prevent deficiencies and degradations.

6.7.6 All activities and results of the maintenance plans shall be logged on a Daily Operation Log Book to enable the shaping of an equipment history and reliability profile.

6.7.7 As part of the maintenance plans all network elements operated under the Managed Service should be backed-up.

6.7.8 As part of the maintenance plans restoration from back-up shall be tested on a regular basis.

6.7.9 As part of the preventive maintenance alarms, quality of service and performance shall be analyzed in order to detect fluctuations in the network integrity.

6.7.10 Status of the preventive maintenance shall be regularly reported.

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6.8 Field Service Maintenance

- 6.8.1 Field Service Maintenance covers all maintenance activities, which have to be carried out on-Site.
- 6.8.2 The field service shall provide on-site corrective maintenance for all elements deployed on site(s).
- 6.8.3 The field service shall provide on-site preventive maintenance for all elements deployed on site(s).
- 6.8.4 The Field Service Maintenance shall include on-site fault clearance, emergency handling as well as further hardware and software maintenance activities.
- 6.8.5 The Field Service Maintenance shall include replacement of malfunctioning elements with spare parts.
- 6.8.6 The Filed Maintenance shall execute work orders related to Antenna and Feeder systems
- 6.8.7 The Field Service Maintenance shall provide processing of all basic on-site maintenance activities.
- 6.8.8 The Contractor shall maintain a sufficient number of regionally distributed staff to be dispatched for on-site support in order to meet the repair times for the given classification of a problem.
- 6.8.9 The Contractor shall maintain a sufficient number of regionally distributed staff to execute all preventive maintenance activities as defined for the maintenance plans.

6.9 Configuration Management

- 6.9.1 The configuration management should ensure that no changes are implemented in the network without an approved work order.
- 6.9.2 In case of emergencies and mutually agreed exceptions temporary changes can be implemented without an approved work order. Any temporary change shall be replaced by a regular network configuration change.
- 6.9.3 Approval of a work order shall be done by at least one authorized manager of Etisalat and one authorized manager of the Tenderer.

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6.9.4 The names of the managers who are authorized to approve a work order shall be contained in the work order management system.

6.9.5 The configuration management shall document all changes of the network in the network database and if applicable in the inventory database.

8 Technical specification:

8.1 KPI

8.1.1 Call Drop Rate: < 2%

8.1.2 CSR: > 97%

8.1.3 Bit error rate < 2%

8.1.4 GOS Air interface <2 %

8.2 SLA

8.2.1 Failure Classification

8.2.1.1 In order to standardize on the allocation of priorities for failure handling, the priorities have to be established as follows and are reflected in the table below:

Failure Class	Description
1 - Emergency	<p>Severe and acute operational problems such as described below where the availability of the system is severely impaired are defined as Emergency. The following problems are examples of emergency situations: Problems affecting call processing and/or system operation in the following way:</p> <ul style="list-style-type: none"> - Total or partial system outage - Continuous system outages (reoccurrence of phases) - System failure or significant reduction in traffic handling capacity - Loss of emergency capability - Loss of an end-customers existing feature affecting all subscribers <p>The above list of emergency problems is not exhaustive</p>

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	<p>and Etisalat shall have the full right to classify and categorize a problem or a request as an Emergency according to operational criteria that may arise during the course of operation.</p>
2 - Critical	<p>Problems that threaten to escalate to a Emergency i.e. where the availability of the system is considerably restricted are defined as a 2 - Critical. Examples are: Problems affecting call processing and/or system operation in the following way:</p> <ul style="list-style-type: none"> - Short system or sub-system interruptions whose duration accumulate to greater than 2 minutes in any 24 hour period - Loss of system redundancy, failure of any portion of duplex operations within any highly available system - Significant degradation in any capacity/measurement function - Loss of major functionality such as: main equipment failure, database corruption resulting in no loss of service, inability to add needed/required services, loss of access to the system, inability to perform system backups - Loss of diagnostic functionality. - Loss of reporting functionality. <p>Any "service deadline" driven assistance requests (retrofit, turnover).</p>
3 - Major	<p>Queries and problems that are related to non-acute operational problems and important technical queries are defined as Priority 3 - Major. Examples are: Problems affecting administrative functions, routine maintenance and diagnostics, but do not significantly affect service to Etisalat such as:</p> <ul style="list-style-type: none"> - Diagnostic or technical assistance rendered. - Any item, including documentation that can generate procedural problems. - Documentation errors. - Marginal loss of billing capability or data. <p>Any fault consisting of major failures that involve individual components of a system, such as:</p> <ul style="list-style-type: none"> - Circuit pack failure, RF diversity failure, blown fuse. - Loss of systems ability to provide a required alarm.

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	<ul style="list-style-type: none"> - Intermittent system faults. - Partial loss of major functionality. - Invalid measurement data.
4 - Minor	General queries are defined as a Minor. Examples are: <ul style="list-style-type: none"> - Partial loss of access to a redundant system. - Reduction in traffic measurement function. - Post turnover problems in a frame not carrying service (e.g. acceptance testing). - General documentation problems. - Informational questions. - Input/output message format problems.

8.2.1.2 The above list of problems stated under the different priority levels is not exhaustive and Etisalat shall have the full right to classify and categorize a problem or a request in a certain priority level according to operational criteria that may arise during the course of operation. Lower priority faults can be escalated into higher priority fault if the severity increases to the extent that it falls within the higher priority fault definition as described above or should special circumstances arise which are recognizable as such in agreement between the Parties.

8.2.2 Priority Classes

8.2.2.1 Each network element operated under the Network Managed Service contract shall be assigned to the following priority classes as described in the following table below.

8.2.2.2 The description is intended to give an indication for the classification of a specific network element. However Etisalat shall have the right to define the priority of each network element.

Network Unit	Priority	Description	
BTS / Node B	Hotspots	Governance, Airports, etc.	
	1	High traffic	Urban
	2	Medium traffic	Suburban
	3	Low traffic	Rural
BSC / RNC	1	High traffic	Urban

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Network Unit	Priority	Description	
Transmission links	1	High traffic	Urban, suburban
	2	Low traffic	Suburban, rural
Power Supply	1	High traffic	Urban, suburban
	2	Low traffic	Suburban, rural

8.2.3 Attendance / Availability Times

8.2.3.1 The availability times of the processes as described in chapter "OGM processes shall be done in compliance with the following table.

8.2.3.2 The definition of the following time windows shall apply: "24/7" shall mean 24 hours during 7 days during all year, "8/5" shall mean from 08:00 to 17:00 during official work days.

	OGM Services	Duration
	Field Service on call-out	24/7
	Facility Service on call-out	24/7
	Acceptance of trouble tickets	24/7
	Acceptance of work orders	8/5

8.2.4 Response and Resolution Times

8.2.4.1 Response Time

8.2.4.2 The Response Time is defined as the time within which the Tenderer support personnel will respond to any problem, alarm and incident occurred and logged into the Service Desk.

8.2.4.3 Resolution Time



8.2.4.4 The Resolution Time is the time between the response time and the time the effected service is resolved. This means that the equipment is operational again, a work around, correction or permanent solution was supplied.

8.2.4.5 Etisalat may at it's discretion suspend the calculation of the Resolution Time should the Contractor provide sufficient reason for delays in service restoration or provision of a work around based on factors beyond its control.

Failure	Time Applicable	
	Response	Resolution (acceptable work-around)
	Target	Target
Emergency	95% < 15min 99% < 30min	< 2h
Critical	95% < 30min 99% < 60min	90% < 4h 99% < 6h
Major	95% < 4h 99% < 8h	90% < 10d 99% < 30d
Minor	95% < 12 h 99% < 24 h	90% < 15d 99% < 40d

8.2.4.6 The Tenderer should solve each (Software/Hardware) alarm and incidence within predefined target timeframe as per the above table.

8.2.5 Nodes Availability

8.2.5.1 The availability shall be in compliance with the following table:

Nodes Availability		
Network Element	Priority	Target
BTS / Node B	Hotspots	99,9900%
	1	99,5000%
	2	99,0000%

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Nodes Availability		
Network Element	Priority	Target
	3	98,5000%
BSC / RNC	1	99,9950%
Transmission links - Microwave	1	99,9500%
	2	99,5000%
Transmission links - VSAT	1	99,9950%
	2	99,9500%

9 SYSTEM PERFORMANCE

9.1 The Tenderer will be responsible for any degradation, caused by the contracted managed services of any module in the System (i.e. Hardware, Software, Application, database, and Operating System). Hence, the Tenderer will provide a full solution for this degradation and/or maximizing the performance of the system (i.e. Hardware, Software, Application, and Operating System), at no cost to Etisalat Afghanistan , within one week of the first appearance of the problem, in order to solve this problem in any way that will guarantee the satisfaction of Etisalat Afghanistan .

10 CONFIDENTIALITY OF INFORMATION

10.1 Any information relating to equipment/system/network which shall be managed by the successful Tenderer which is site specific like location of systems, transmission centers, repeaters, Maintenance/Management centers, transmission towers etc. and information relating to the associated equipment shall not be divulged to any third party.

10.2 Successful Tenderers have to sign confidentiality agreement regarding above before award of contract.

11 SAFETY OF EXISTING EQUIPMENT AND SYSTEMS

11.1 While working in equipment area, the Tenderer will take adequate precautions so that no damage or disturbance to the already operating Etisalat Afghanistan equipments, power systems etc. takes place due to this working.

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12 **SAFETY OF PERSONNEL**

12.1 The Tenderer shall observe the safety regulations appropriate to the countries specified in the main RFP for the protection/safety of personnel.

12.2 Etisalat Afghanistan is not responsible for any security issue of contractor staff.

13 **TIDINESS**

13.1 The Tenderer shall maintain the work place at each site in an orderly condition and shall remove unwanted materials promptly after use.

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ETISALAT AFGHANISTAN



INSTRUCTIONS AND CONDITIONS

FOR

ETISALAT AFGHANISTAN TENDER

CONTENTS

- SECTION 1 : GENERAL INSTRUCTIONS TO TENDERERS
- SECTION 2 : DOCUMENTS TO ACCOMPANY TENDER
- SECTION 3 : CONDITIONS OF CONTRACT
- SECTION 4 : ANNEXURES / FORMS TO BE USED BY TENDER

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1.1 DEFINITIONS

The following words and expressions shall have the meanings hereby assigned to them. The (Title of Project) in accordance with the Contract Conditions set forth hereunder and the Technical Specifications attached thereto.

1.1 The "Tenderer" means a person or persons, a firm or a company submitting a Tender.

2.1 The "Purchaser" means Etisalat Afghanistan and shall include its successors and assigns.

1.2 INSTRUCTIONS TO TENDERERS

1.2.1 In case the Tender document has been bought by a Local Party (Agent) and the bid is to be submitted by different Principal/Overseas Vendor(s), then one set of Tender Document will have to be bought for each Principal Vendor submitting a bid.

1.2.2 In case more than one company under a group of companies submit multiple bids, then each company should submit along with their Offer(s) a Declaration in separate company letter heads stating that their affiliated company is also bidding for the same Tender.

1.3 SUBMISSION OF TENDERS

1.3.1 The Tender must include the following:

- a) Form of Tender, duly filled, signed and stamped (Appendix A of Section 4)
- b) Schedule of Costs including complete and comprehensive list of spares and accessories.
- c) Schedule of Implementation
- d) Schedule of Compliance (Commercial and Technical)
- e) Full Technical Details
- f) Any other information specifically requested in the relevant Specifications and Conditions.

1.3.2 Tenders will be considered only if submitted in compliance with the provisions of the Tender Documents. The Tender Documents contain the following:

- (i) Instructions and Conditions for Etisalat Afghanistan Tenders Section 1 to Section 4 inclusive.

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(ii) Technical Specifications.

- 1.3.3 Tenders must be submitted with a covering letter duly signed, the substance of which conforms to the standard Form of Tender indicated in Appendix A attached in Section 4.
- 1.3.4 Tenderers shall submit their proposal in two separate sealed envelopes (Envelope A for technical and commercial un-priced offer and Envelope B for commercial priced offer). Tenderers should submit four copies of their proposal, individual copies shall be clearly marked "ORIGINAL", "DUPLICATE", "TRIPLICATE", etc. and shall contain sufficient details to enable a complete evaluation to be made. Softcopy of the proposal may be requested, if required Softcopies shall be exactly matching Hardcopy, if any difference found in prices, Purchaser shall consider the lowest price. The proposal shall be in the English and the Metric system shall be utilized for all weights and measures. Sealed envelope(s)/Tenders should be submitted, clearly marked as follows:

i. ETISALAT Afghanistan TENDER NO.....

ii. FOR THE
(NAME OF THE PROJECT)

iii. ENVELOPE TYPE (A or B)

The sealed envelopes shall either be couriered/posted to Etisalat Afghanistan Head Office, Kabul Afghanistan for the attention of the Director of Procurement or, be deposited in the Tender Box, according to the instructions in the invitation to Tender prior to the prescribed time and date of Tender closing. (Late submissions shall not be accepted)

- 1.3.5 If the Tenderer proposes any deviation from the Specifications which in his opinion will improve any aspect of the efficiency or operation of the system/equipment, a full technical explanation of the deviation must be given in a separate annexure to the Tender Documents and referenced in the appropriate Schedule of Compliance.
- 1.3.6 Any alternative or additional conditions which the Tenderer may wish to include as part of the Conditions of Contract should be given in a separate letter to accompany the Tender and referenced in the appropriate Schedule of Compliance. In the event that such alternative or additional conditions do not meet with the approval of the Purchaser, the Tender shall be rejected.



- 1.3.7 Details of proposed training, where applicable, such as duration, course content, number of trainees, location and language, course material and training facilities available shall be stated in the Tender.
- 1.3.8 The Tenderer should specify (where applicable) the address to which defective items under warranty are to be returned and the period within which these items will be returned after repair.
- 1.3.9 The Tenderer should submit names and addresses of sub-contractor if any. The Purchaser has right to reject any sub-contractor without giving reason for rejection.
- 1.3.10 The Tenderer shall authenticate all alterations/erasures before submitting the Tenders.

1.4 ENQUIRIES

Any question which may arise with regard to the interpretation of the Tender or any additional information required to clarify the Invitation to Tender, including the specification is to be submitted to Purchaser marked for the attention of the Director Procurement, and must arrive at least 5 working days before the closing date. Both question and answer will be copied simultaneously to all prospective Tenderers, with no indication as to the source of the enquiry.

1.5 VALIDITY OF OFFERS

The Tenders must be valid for a minimum of 120 days from the Tender closing date, or as may be specified by Purchaser in the Tender documents.

1.6 CURRENCY

The prices quoted must be in USD for foreign portion and Afghani for local portion and services. Offers in other currencies shall not be considered.

1.7 PRICES

Quoted prices shall include the following:

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- 1.7.1 Detailed Schedule of Costs relating to equipment and accessories /spares /tools etc. which are to be supplied with the equipment including local transportation to site and unloading at site as follows:
- a) Delivered Duty Paid (DDP) (Delivery at Purchaser's premises/sites) : Which shall include but not be limited to cost of the item, carriage, insurance, clearing, customs duty etc. up to Purchaser's premises/sites.
 - b) Carriage and Insurance Paid to (CIP) (Delivery at Afghanistan Dry Port / Airport or Purchaser's premises/sites (if opted)) : Which shall include but not be limited to cost of the item, carriage, insurance, clearing etc. up to entry point in Afghanistan Dry Port / Airport or Purchaser's premises/sites (if opted). (Local customs duty in Afghanistan at entry point shall be paid by the Purchaser).
- 1.7.2 Detailed Schedule of Costs relating to Installation, Testing, Commissioning, Supervision, Services and Training and associated documentation.
- 1.7.3 Any other costs.
- 1.7.4 Total Contract Value (DDP).
- 1.7.5 All required items specified in the Tender Documents shall be considered as included in the total lump sum price quoted by the Tenderer unless otherwise specified in the offer.
- 1.7.6 Tenderers are requested to include the price variation formula they propose to use for the future.

1.8 ACCEPTANCE OF OFFERS

- 1.8.1 Purchaser is not bound to accept the lowest Tender, or any Tender, or to give reasons for rejection of any Tender.
- 1.8.2 Unless Letter of award/Letter of Intent/written instructions to proceed have been issued by Purchaser, or until a formal Contract has been concluded, no Tender shall be deemed to have been accepted.

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**INSTRUCTIONS AND CONDITIONS
FOR
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SECTION - 2**

DOCUMENTS TO ACCOMPANY TENDER

- 2.1 ISRAEL BOYCOTT DECLARATION
- 2.2 INFORMATION OF TENDER/MANUFACTURER
- 2.3 QUALITY ASSURANCE DOCUMENT(S)
- 2.4 REGISTRATION/LEGAL DOCUMENTS OF THE TENDER

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2.1 ISRAEL BOYCOTT DECLARATION

The Tenderer must include in his offer with a written signed declaration, the wording of which shall be exactly and precisely as follows:

"We (Name of Company) on behalf of all branches, acknowledge that the Import and Customs Laws and Regulations of the Islamic Republic of Afghanistan with regard to Israel Boycott shall apply to the furnishing and shipment of any products or components thereof to the Republic of Afghanistan."

2.2 INFORMATION OF TENDERER / MANUFACTURER

A brief description of the Tenderer's/organization with details of such services supply record, projects executed, technical field support available and any other relevant information should be submitted by the Tenderer.

2.3 QUALITY ASSURANCE DOCUMENT(S)

2.3.1 Tenderers shall demonstrate that they are capable of maintaining a Quality Standard that satisfies all contractual requirements.

2.3.2 Purchaser may require to confirm by means of an assessment visit, the operation of the Tenderer's Quality Procedures as detailed and Tenderers shall state their agreement.

2.4 REGISTRATION/LEGAL DOCUMENTS OF THE TENDERER

The Tenderer shall include in his proposal, copies of registration documents such as the Certificate of Registration, Trade License, Chamber of Commerce Certificates, Memorandum of Association (for Limited Liability Company) which shall be legalized as follows:

For Foreign companies:

Legal extract of companies register showing the title & name of authorized signatory. If

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Authority is delegated to lower position then appropriate delegation of authority should be submitted along with the offer. The successful Tenderer shall legalize such documents by attesting through their jurisdictional Notary Public.

For Local Companies:

The power of Attorney shall be attested by the authority empowered for such attestations.

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INSTRUCTIONS AND CONDITIONS

FOR

ETISALAT AFGHANISTAN TENDER

SECTION - 3

CONDITIONS OF CONTRACT

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3.2 TECHNICAL DOCUMENTS

3.3 PERFORMANCE BOND

3.4 PROGRESS OF WORK

3.5 COMPLETION DATE AND EXTENSION THEREOF

3.6 ADVANCE PAYMENT GUARANTEE

3.7 PENALTY

3.8 CONSTRUCTION OF CONTRACT

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3.12 CONTRACTOR'S PERSONNEL

3.13 CONTRACTOR'S LIABILITY, INSURANCE AND INDEMNITY

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3.20 SPECIALLY ENGINEERED DESIGNS

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3.1 DEFINITIONS

In the "Conditions of Contract" detailed herein, the following words and expressions shall have the meanings assigned to each of them as defined hereunder, except where the context otherwise requires:

The "Purchaser" means Etisalat Afghanistan, and shall include its successors and assigns.

The "Seller" or "Contractor" means the person or persons, firm or company whose Tender has been accepted by the Purchaser and includes the Contractor's personnel, authorized representatives, successors by mergers, sale, takeover, amalgamation or any other arrangement and permitted assigns.

The "Contract" means the agreement concluded between the Purchaser and the Contractor named therein incorporating the contract conditions, and all appendices and/or annexure thereto, as well as subsequent amendment(s) which may be agreed to in writing between the Purchaser and the Contractor.

The "Specifications" means the specifications of the Purchaser incorporated in the Contract and any modifications thereof or addition thereto as may from time to time be agreed in writing by the parties.

"Contract Price" means the price payable to the Contractor by the Purchaser under the Contract for the full and proper performance by the Contractor of his part of the Contract.

"Deductions" means any sums payable by the Contractor to the Purchaser or which otherwise may be deducted from the Contract Price or any part thereof.

"Contract date" means the date on which the Contract is signed by both parties.

"Effective Contract Date" means the date on which the Contract shall come into force.

"Completion Date" means the date specified in the Contract, by which the contractor is to complete supply and installation of the system in a ready for service condition.

"Actual Completion Date" means the date specified in the statement of ready for service by which the system or part thereof has been completely installed and become ready for service in accordance with the Contract Conditions.

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“System” means the entire Project complete with all facilities as described in the Specification including alterations in Contract Amendments, if any.

“Equipment” means all items specified in the Contract which the Contractor is required to provide according to the contract.

“Delivery Date” means the date specified in the Contract by which the Contractor is to complete delivery of the Equipment/System(s) / Services

“Statement of Ready for Service” means a written statement conforming in substance to the standard format indicated in Appendix I attached in Section 4 issued by the Purchaser for the system or part thereof as specified in the Contract indicating that the system or part thereof has been installed, programmed and satisfactorily tested in Compliance with The statement shall also indicate the actual completion date of the system or part thereof in conformity.

“Software” means the set of instructions to be provided by the Contractor necessary for the control, operation and performance of the System in accordance with the requirements of the Specifications. These instructions shall include full documentation (flow charts, listings and explanatory notes) including any proprietary Software supplied by the Contractor under the provisions of the Contract.

“Site” means the land, building and environment provided by the purchaser where the equipment is to be installed.

“Installation” means installation material, labor, installation, testing, commissioning and any other material/service necessary to be provided or undertaken by the contractor under the contract to have the system to be installed ready for service.

“Installation Cost’ means all cost of installation including installation material, labor, mobilization and demobilization cost.

“Force Majeure” shall include, but not be limited to events which are unpredictable, unforeseeable, and irresistible and beyond the Contractor’s control, such as acts of God, acts or regulations of any governmental or

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supranational authority, war or national emergency, accident, fire, strikes, lock-outs, industrial disputes or epidemics.

“Singular and Plural” : Words using singular only also include the plural and vice-versa where the context requires.

3.2 TECHNICAL DOCUMENTS:

3.2.1 All drawings, diagrams, specifications including functional specifications, modular construction descriptions and any other information to be provided by the Contractor to the Purchaser under the Contract shall be supplied by the Contractor, to the Purchaser's satisfaction and in the English language, within the periods specified in the Contract. The Contractor shall be solely responsible to the Purchaser for any delays resulting from failure on his part to provide such drawings, diagrams, specifications and/or other information to the Purchaser within the period required.

3.2.2 The copyright in all drawings and specification issued by the Contractor in connection with the Contract shall remain the property of the Contractor but Purchaser shall be entitled for all reasonable purposes in connection with the Contract to a license free of charge to use such copyrights.

3.3 PERFORMANCE BOND:

3.2.1 Within 10 working days from the date of Contract/placement of Order / issuing Letter of Intent (whichever is earlier); the Contractor shall submit a Performance Bond in the form of an irrevocable and unconditional Bank Guarantee, in the aggregate sum of not less than ten percent (10%) of the total value of the Contract/Order.

3.2.2 The Performance Bond shall be in USD or Afghani and shall be issued on behalf of the Contractor by an approved bank in Afghanistan (National or International). Performance Bonds issued by banks in foreign countries are not acceptable.

3.2.3 The Performance Bond shall remain valid for a minimum period of 6 months from the agreed contract completion date. The validity of the Performance Bond shall be extended if required by purchaser. The Performance Bond shall conform in substance to the standard format indicated in Appendix

3.2.4 The Performance Bond shall be released without interest upon expiry or issuance of Final Acceptance Certificate, whichever is later.

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3.2.5 In the event whereby the Contractor fails to fulfill all or any part of his obligations under the Contract as the Purchaser may determine or where the Completion Date is delayed beyond 10 weeks, the Purchaser shall be entitled to confiscate the Performance Bond and/or terminate the Contract in which case the Performance Bond shall be unconditionally confiscated in full and without recourse.

3.4 PROGRESS OF WORK:

3.4.1 The Contractor shall commence the execution of the Contract and shall proceed in an orderly and proper manner with due expedition and without delay in order to ensure that the services/activities/jobs as stipulated in the contract are completed by the specified Completion Date.

3.4.2 A Progress Report shall be submitted monthly by the Contractor showing the progress, any anticipated delays and any other relevant information. Each Progress Report shall include a statement confirming that the services/activities/jobs or part thereof shall be completed by the specified date or a detailed explanation, should delay be anticipated.

3.4.3 The Contractor shall be responsible for the quality of work and the execution of the Project. The Purchaser reserves the right to ensure such control and supervision as is deemed necessary.

3.5 COMPLETION DATE AND EXTENSION THEREOF:

3.5.1 If the Contractor at any time has reason to believe that the Completion Date will be delayed by virtue of anything outside the Contractor's control i.e. (Force Majeure), the Contractor shall promptly notify the Purchaser in writing indicating the anticipated period of delay and the reasons therefore. However, the completion date shall not be extended unless the reason and the extension period have been agreed by the Purchaser.

3.5.1 Should the delivery of services be delayed for reasons other than stated in sub-para - 3.5.1 the Purchaser reserves the right to impose penalty as specified in the contract.

3.6 Advance Payment Guarantee:

Prior to receiving each payment specified in above sub-paras, the Contractor shall deposit with the Purchaser an unconditional and irrevocable Bank Guarantee for the amount as detailed in above sub paras. The Bank Guarantee shall authorize the Purchaser at his discretion and without recourse to the Contractor, Court or to any

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third party, to encash on first demand the amount of guarantee whenever the Purchaser is satisfied that the Contractor is in breach of any of the terms or conditions of this Contract. The Bank guarantee shall be valid until the issuance by the Purchaser of the services received notes. The Advance Payment Guarantee shall be in Afghani and shall be issued on behalf of the Contractor by an approved bank in Afghanistan (National or International). Advance Payment Guarantees issued by banks in foreign countries are not acceptable. The Bank guarantees shall be released without interest upon expiry. The Bank Guarantee must conform in substance to the standard format indicated in Appendix D attached in Section 4.

3.6.1 Payment Terms:

Payment will be made on quarterly basis for the services provided/rendered subject to achievement of KPIs and SLAs set in the RFP/Contract.

3.6.2 Invoices:

All invoices should state the account number and name of the Bank to which funds shall be transferred. All invoices shall be paid in Afghani within 30 days of receipt of the invoice by the Purchaser. Payments shall only be made by the Purchaser against presentation by the Contractor of invoices in duplicate in such form as the Purchaser may require quoting the Contract Number/ Order Number, and where appropriate the item number of the Schedule of Service and Deliverables supported by such proofs and certified documentary evidence as the Purchaser may require. Payment shall be effected by means of Bank transfer to the Bank account number designated by the Contractor. Any sums payable by the Contractor to the Purchaser under the Contract may be deducted from the Contract Price or any part thereof.

3.7 PENALTY

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

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

3.7.3 The payment of penalty, shall not relieve the Contractor from the obligation to complete the services/deliverables or from any other liabilities or obligations under the Contract, or from meeting performance requirements and the provisions under the Performance Bond.

3.8 CONSTRUCTION OF CONTRACT:

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

3.9 TERMINATION OF THE CONTRACT BY THE PURCHASER:

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

3.9.2 Upon termination of the Contract the Purchaser may at his option continue work either by himself or by sub-contracting to a third party. The Contractor shall if so required by the Purchaser within 14 days of the date of termination assign to the Purchaser without payment the benefit to any agreement for the supply of services and/or the execution of any work for the purposes of this Contract. In the event of the services/jobs being completed and ready for utilization by the Purchaser or a third party and the total cost incurred by the Purchaser in so completing the required services/jobs being greater than which would have been incurred had the **3.9.3** Contract not been terminated then the Contractor shall pay such excess to the Purchaser.

The Performance Bond shall be unconditionally confiscated in full without recourse if the Contract is terminated by the Purchaser.

3.10 TERMINATION OF THE CONTRACT BY THE CONTRACTOR:

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

3.10.2 In the event of the Contract being terminated by the Contractor as indicated in sub-para no. 3.23.1, the Contract Price payable by the

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Purchaser to the Contractor (after taking into account amounts previously paid under the Contract) shall be the Price, as specified in the Contract, of the services received and accepted at the date of termination.

3.11 TRANSFER AND SUB-LETTING:

The Contractor shall not give, bargain, sell, assign, sublet or otherwise dispose of the Contract or any part thereof, or of the benefit or advantage of the Contract or any part thereof, without the previous consent in writing of the Purchaser. The Contractor shall not change the sub-contractors without the prior consent in writing of the Purchaser. Such consent shall not relieve the Contractor from any obligation under the Contract.

3.12 CONTRACTOR'S PERSONNEL:

3.12.1 The Contractor shall ensure that all personnel provided for the purpose of rendering Services, supervision, testing and/or maintenance are adequately qualified, experienced and suited in skill, health and temperament for the conditions and environment in which the Project is to be executed.

3.12.2 The Contractor shall take all reasonable measures to ensure that the personnel he provides are not suffering from any communicable diseases.

3.12.3 The Contractor shall at the Purchaser's request promptly replace any of the Contractor's personnel who proves to be unsuitable or misbehaves in any manner considered unacceptable to the Purchaser.

3.13 CONTRACTOR'S LIABILITY, INSURANCE AND INDEMNITY:

3.13.1 The Contractor shall be liable for, and shall indemnify the Purchaser against, any liability, loss, claim and/or proceedings, whatsoever arising under any statute or common law in respect of personnel injury to and/or the death of any person whomsoever arising out of or in the course of or caused by the carrying out of this Contract, unless due to any proven act of neglect of the Purchaser.

3.13.2 The Contractor shall be liable for, and shall indemnify the Purchaser against any expense liability, loss, claim and/or proceedings in respect of any loss, injury and/or damage whatsoever to any property movable and/or immovable insofar as such loss, injury and/or damage arises out of or in the course of and/or by reason of the carrying out of this Contract, and provided always that the same is due to any negligence, omission and/or default of the Contractor, his servants or agents or of any sub-contractor, his servants or agents.

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3.13.3 Without prejudice to liability for fraud, corrupt practices and for liabilities the Contractor shall not be liable for consequential, incidental, and indirect damages including loss of business and / or profit.

3.13.4 Without limiting his liabilities under the Contract, the Contractor shall not be liable to the Purchaser for any damage or injury caused by or arising from the acts of omissions of the Purchaser. Without limiting his liabilities and obligations under the Contract, the Contractor shall insure in the joint names of the Contractor and the Purchaser for their respective rights and interests against any damage, loss or injury, which may occur to property or to any person by or arising out of the carrying out of the Contract.

3.13.5 The Contractor shall indemnify and hold harmless Purchaser from any loss, damage, liability or expense including all costs and expenses paid for or incurred in disputing and/or defending against any act or omission of the Contractor, arising in connection with its performance of the Contract.

3.14 LOCAL TAXES, DUES AND LEVIES

3.14.1 Except where the delivery term has been agreed as DDP, the Contractor shall not be liable for the payment of local customs and/or import duties on any item(s) of equipment necessary for the execution of the Contract within Afghanistan. Notwithstanding the above, a supporting letter addressed to the local authorities may be issued by the Purchaser, if so requested by the Contractor.

3.14.2 The Contractor shall be responsible for all other taxes, dues and levies, including personal income tax, which are not and may be payable in the Afghanistan or elsewhere.

3.15 PATENT RIGHTS AND ROYALTIES

3.15.1 The Contract Price shall include all amounts payable (including, without limitation, royalties) for patent rights, copyrights, registered designs and any other intellectual property rights on or in respect of the equipment and the Contractor shall indemnify and keep indemnified the Purchaser against all actions or claims for infringement of such patents, copyrights, registered designs, or other intellectual property rights by reason of the purchase, possession or use of the equipment.

3.15.2 The indemnity shall not extend to infringement resulting from use or adoption by the Contractor of the Purchaser's parts, designs or specific instructions or from use or sale in a manner or for a purpose not disclosed to the Contractor before the Contract Date.

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3.15.3 Each party of the Contract shall promptly inform the other of any claims in respect of patent rights, copyrights, registered designs or other intellectual property rights and shall make no settlement thereof without giving to the other prior notice of the claim and a reasonable opportunity to deal with the same.

3.16 SETTLEMENT OF DISPUTES

3.16.1 All disputes arising out of or in connection with this Contract shall be finally decided by the Courts of Islamic Republic of Afghanistan. Such decision shall be binding to parties. For this purpose the parties shall be deemed to have agreed to submit to the jurisdiction of the Courts of Islamic Republic of Afghanistan and to have waived any immunity that may be claimed in this respect.

3.16.2 Notwithstanding that a dispute may have been referred to the Court both parties shall, if required by the Purchaser, proceed with their contractual obligations.

3.17 BANKRUPTCY AND LIQUIDATION:

The Purchaser may at any time, by notice in writing, summarily terminate the Contract without compensation to the Contractor, if the Contractor shall pass a resolution or any Court shall make an Order, that the Contractor shall be wound up or if a trustee in bankruptcy liquidator, receiver, or manager on behalf of a creditor shall be appointed or if circumstances shall arise which would entitle the Court or a creditor to make a winding up order, provided always that any such termination by the Purchaser shall be without prejudice to any claim, action or remedy which shall accrue thereafter to the Purchaser.

3.18 CORRUPT PRACTICES

3.18.1 The Contractor shall not offer or give or agree to give to any person any gift or consideration of any kind as an inducement or reward for doing of fore-bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract with the Purchaser or for showing or forbearing to show favor or disfavor to any person in relation to this or any other Contract with the Purchaser.

3.18.2 The Contractor shall not enter into this or any other Contract with the Purchaser in the event that any such commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made, particulars of any such commission and of terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Purchaser.

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3.18.3 Any breach of this condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall entitle the Purchaser to terminate the Contract.

3.19 PUBLICITY AND CONFIDENTIALITY

3.19.1 The Contractor shall not, and shall ensure that none of his sub-contractors will, advertise or otherwise disclose the appointment of the Contractor or his sub-contractors or the terms of the Contract (save insofar as may be required by law or may be necessary for the due performance of the Contract) without the prior approval in writing of the Purchaser. All copy of material relating to this Contract which is intended for publication in any form by the Contractor or any sub-contractor, must first be submitted in draft form to the Purchaser for approval indicating the countries in which it will appear.

3.19.2 The Contractor shall ensure that he and / or his sub-contractors (including their personnel) shall not disclose the location, nature, purpose, details of equipment; technical specifications, customized /tailored designs etc. or other confidential / site specific information given to him as a result of awarding the Contract or gained by him from his association with other Contractors of the Purchaser in the same site, area or field to a third party, without obtaining prior approval in writing from the Purchaser.

3.19.3 If so desired by the Purchaser, the Contractor shall be requested to sign a Non-Disclosure Agreement (NDA) that shall include additional terms and conditions.

3.20 SPECIALLY ENGINEERED DESIGNS

3.20.1 In the event of specially engineered designs to meet the Purchaser's Specifications, the Contractor shall submit a proposal, drawing, or other information as may be required for the Purchaser's approval. The Purchaser shall notify the Contractor of his approval or disapproval in writing within 30 days of receipt of the design information.

3.20.2 Notwithstanding the approval of the Purchaser the Contractor shall be solely responsible for the design of and for all details of the equipment.

3.21 PROJECT CONTROL

3.21.1 The Contractor shall appoint a Project Controller at his works as from the effective Contract Date for the duration of the Project. In

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In addition the Contractor shall provide a Project Manager to be resident in the Afghanistan from the commencement of services until the actual completion date who shall be fully conversant with the background of the system and have sufficient delegated authority to make day to day decisions on-site during the progress of the Project without recourse to his head office in addition to having full control of the Contractor's project personnel on site. He shall, as an individual, remain unchanged for the duration of the Project unless otherwise required by the Purchaser.

3.21.2 The Purchaser shall appoint a Project Engineer with whom the Contractor's Project Manager shall maintain the closest possible cooperation at all times

3.21.3 All correspondence from the Contractor relevant to the execution of the Contract shall be sent to the Purchaser's Project Engineer with a copy to the Purchaser's Procurement department

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INSTRUCTIONS AND CONDITIONS

FOR

ETISALAT AFGHANISTAN

SECTION 4

ANNEXURES / FORMS TO BE USED BY TENDER

- APPENDIX A - FORMS OF TENDER
- APPENDIX B- STANDARD FORMAT FOR PERFORMANCE BOND
- APPENDIX C- STANDARD FORMAT FOR ADVANCE PAYMENT
- APPENDIX D- STATEMENT OF COMPLIANCE WITH CONDITIONS OF CONTRACT
- APPENDIX E- SCHEDULE OF COMPLIANCE WITH TECHNICAL SPECIFICATIONS
- APPENDIX F- SCHEDULE OF COMPLIANCE WITH TECHNICAL SPECIFICATION
- APPENDIX G- SCHEDULE OF COMPLIANCE
- APPENDIX H- STATEMENT OF COMPLIANCE
- APPENDIX I- SCHEDULE OF COMPLIANCE WITH TECHNICAL SPECIFICATIONS

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APPENDIX A

FORM OF TENDER

ETISALAT AFGHANISTAN

P. O. BOX 800
Kabul Afghanistan

Tenderer's Ref
Etisalat Afghanistan Tender No
For: (Name of Project)

GENTLEMEN,

Etisalat Tender No..... at the prices and within the period stated in the attached Schedules and in conformity with the Technical Specifications. All costs necessary to fulfill the requirements of Purchaser's Specifications are included therein.

Laws and will include the Conditions of Contract specified in Etisalat of the said Tender and declare that any other terms or Conditions of Contract or any general reservations which may be printed on any correspondence or documents emanating from us in connection with this Tender shall not form part of any resulting Contract, unless specifically agreed to by Purchaser and included in the Contract.

- 1) We hereby undertake to execute and complete (Title of Project) defined in the conditions of
- 2) This Tender is valid for 120 days from.....
- 3) We agree that any Contract placed as a result of this Tender will be in accordance with the Afghanistan
- 4) We also enclose herewith the following documents:
 - vii) Schedules of Quantity and Cost of Services and deliverables
 - viii) Schedule of Implementation.

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ix) Other enclosures
M/s. (NAME OF COMPANY)

(ADDRESS)

Telephone No..... Fax No..... E-mail.....

As represented by :

In the capacity of :
duly authorized to sign tenders on behalf of the said Company

Signature :

Witnessed by :

In the capacity of :

Address :

Signature :

Dated this : day of 20

- ii) Israel Boycott Declaration.
- iii) Quality Assurance Document(s).
- iv) Name and Address of Afghanistan Partner/Agent.
- v) Registration Certificate
- vi) Schedule of Compliance with:
 - a) Contract Conditions.
 - b) Technical Specifications.



APPENDIX B PERFORMANCE BOND

Date:

ETISALAT AFGHANISTAN
P.O. BOX 800
KABUL AFGHANISTAN

Dear Sirs,

PERFORMANCE BOND NO.....
FOR DIRHAMS.....

We, the undersigned (Name of Bank) whose registered office is at ----- have taken notice of Contract No.----- signed on----- between Etisalat Afghanistan Corporation, whose Head Office is situated at Supreme Tower Shar-e-Naw Kabul Afghanistan hereinafter referred to as "Etisalat" and (Name of Contractor) whose Head Office is at hereinafter referred to as "the Contractor" for (Name of Project) in the total Contract Price of Afghanis. (Afghanis). In consideration of the above, we, (Name of Bank) as Guarantor, hereby irrevocably and unconditionally guarantee and undertake on behalf of the Contractor to pay Etisalat, any sum or sums up to a maximum of Afghanis..... (Afghanis -----) which represents 10% (ten percent) of the total Contract Price upon receipt of Etisalat's written request addressed to us stating that the Contractor failed to fulfill all or any of his obligations under the above mentioned Contract, at first demand and such payment shall be made without any restriction or conditions and without recourse and not withstanding any objection from the Contractor. This Guarantee shall be valid for 15 months from the agreed Contractual Ready for Service date and shall be extended as may be requested by Etisalat Afghanistan, if so required.

Yours faithfully,
FOR AND ON BEHALF OF
(NAME OF BANK)

SIGNED :
(AUTHORISED SIGNATURE)

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APPENDIX C

ADVANCE PAYMENT GUARANTEE

Date:.....

ETISALAT AFGHANISTAN
P.O. BOX 800
KABUL AFGHANISTAN

Dear Sirs,
ADVANCE PAYMENT GUARANTEE FOR INVOICE NO. -----
FOR AFGHANIS-----

We, the undersigned (Name of Bank) whose registered office is at-----
have taken notice of
Contract No. -----signed on----- between Etisalat
Afghanistan, whose Head Office is situated at Supreme Tower Shar-e-Naw Kabul
Afghanistan
hereinafter referred to as "Etisalat" and (name of
Contractor) whose Head Office is at -----hereinafter referred to as "the
Contractor" for (name
and nature of Project) in the total Contract Price of Afghanis.-----
(Afghanis-----
-----)

In consideration of the above, we, (Name of Bank) as Guarantor, hereby irrevocably
and
unconditionally guarantee and undertake on behalf of the Contractor to pay to
Etisalat, any sum or sums
up to a maximum of Afghanis..... (Afghanis-----
---)
which represents Percent (50 or 100% as required) of the total value of Invoice
No(s)
dated :, upon receipt of Etisalat Afghanistan written request addressed to us
stating that the Contractor
failed to fulfill all or any of his obligations under the above mentioned Contract, at
first demand and such

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payment shall be made without any restriction or conditions and without recourse and notwithstanding any objection from the Contractor.

This Guarantee shall be valid until the issuance of the Provisional Acceptance Certificate by the Purchaser.

Yours faithfully,
FOR AND ON BEHALF OF
(NAME OF BANK)

SIGNED:
(AUTHORISED SIGNATURE)

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APPENDIX D

FROM :

TO :

Dear Sir,

STATEMENT OF COMPLIANCE

WITH CONDITIONS OF CONTRACT

(Tender No.)

This Statement lists (in the attached Appendix F) in numerical order all Articles and Sub-Paragraphs of the Purchaser's Contract Conditions and any Annexures and in each case an acceptable form of response is stated. In case of non-compliance, sufficient detailed information is provided to enable the Purchaser to rapidly ascertain the exact degree of non-compliance. Unless specifically indicated, we undertake to abide by all that is required in our proposal including Tender Bond, Performance Bond, Tender Documents, Number of Copies, Terms of Payment, Bank Guarantees, Invoices, Israel Boycott Declaration, Certificates of Origin of Goods, etc.

Signed by (Name)

In the capacity of

For and on behalf of

Signature

Dated

NOTE:

The Tenderer shall furnish a signed statement and a Schedule of Compliance clearly indicating the Tenderer's response to each individual Article of the Conditions of Contract. The

above-mentioned shall conform in substance to Appendix E and F attached hereto and shall be signed by the Tenderer's authorized representative. Responses are acceptable only in the following forms :

'Compliant' – When the Tender meets all the minimum requirements of the Contract Conditions.

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Tenderers may add comments if they wish.

“Non-Compliant” – When the Tender does not meet all the minimum requirements of the Contract

Conditions. Tenderers must add comments to enable the extent to which the Tender is non-compliant to be clearly understood.

“Noted” – When a statement is made in the Contract Conditions which does not call for the

Tenderer to meet a specific requirement. The term “Noted” will be accepted as acknowledgement that the Tenderer has read and understood the information.

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APPENDIX E SCHEDULE OF COMPLIANCE WITH CONDITIONS OF CONTRACT

Section 1 Compliant Non-Compliant Noted Remarks

Article No.

- 1.1
- 1.2
- 1.3
- 1.4
- 1.5
- 1.6
- 1.7
- 1.8

Section 2

Article No.

- 2.1
- 2.2
- 2.3
- 2.4
- 2.5
- 2.6

Section 3

Article No.

- 3.1
- 3.2
- 3.3
- 3.4
- 3.5
- 3.6
- 3.7
- 3.8

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APPENDIX F

SCHEDULE OF COMPLIANCE WITH CONDITIONS OF CONTRACT

Section 3 Contd.... Compliant Non-Compliant Noted Remarks

Article No.

3.9
3.10
3.11
3.12
3.13
3.14
3.15
3.16
3.17
3.18
3.19
3.20
3.21
3.22

Article No.

3.1
3.2
3.3
3.4
3.5
3.6
3.7
3.8

3.23
3.24
3.25

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- 3.26
- 3.27
- 3.28
- 3.29
- 3.30
- 3.31
- 3.32
- 3.33
- 3.34

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APPENDIX G

SCHEDULE OF COMPLIANCE

WITH CONDITIONS OF CONTRACT

Section 3 Contd.... Compliant Non-Compliant Noted Remarks

Signed by (Name)

In the capacity of

Article No.

3.35

3.36

3.37

3.38

For and on behalf of

Signature

Dated

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APPENDIX H

FROM :

TO :

Dear Sir,

STATEMENT OF COMPLIANCE WITH TECHNICAL SPECIFICATIONS

(Tender No.)

This Statement lists (in the attached Appendix H) in numerical order all paragraph and sub-paragraphs of the Purchaser's Specifications and any Annexures and in each case an acceptable form of response is stated. In case of non-compliance sufficient detailed information is provided to enable the Purchaser to rapidly ascertain the exact degree of non-compliance. Unless specifically indicated, we undertake to provide all that is specified in our proposal including special features, facilities, higher performance, additional equipment, etc., even though such provision may exceed the minimum requirements of the Purchaser's Specifications as defined in the Conditions of Contract. Where this occurs the Purchaser's Specifications is deemed to be modified accordingly unless such modification is subsequently excluded in writing by the Purchaser.

Signed by (Name)

In the capacity of

For and on behalf of

Signature

Dated

NOTE:

The Tenderer shall furnish a signed Statement and a Schedule of Compliance clearly indicating the

Tenderer's response to each individual paragraph / sub-paragraph of the Technical Specifications. The

above-mentioned shall conform in substance to Appendix G and H attached hereto and shall be signed by the Tenderer's authorized representative. Responses are acceptable only in the following forms :

"Compliant" - When the equipment meets all the minimum requirements of the

Specifications. Tenderers may add comments if they wish.

"Non-Compliant" - When the equipment does not meet all the minimum requirements of the

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Specifications. Tenderers must add comments to enable the extent to which the equipment is non-compliant to be clearly understood.

“Noted” - When a statement is made in the Specifications which does not call for the the information.

Tenderer to meet a specific requirement, the term “Noted” will be accepted in acknowledgement that the Tenderer has read and understood the information.

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APPENDIX I

SCHEDULE OF COMPLIANCE

WITH TECHNICAL SPECIFICATIONS

Specification Compliant Non-Compliant Noted Comments

Paragraph
(Tenderer to insert)

Refer to Documentation
for Clarification

Signed by (Name)

In the capacity of

For and on behalf of

Signature

Dated

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