

TENDER NOTICE

No. EA/02-60-2023

For Swap of SMSC (Short Message Service Center) System

1. Bids are invited from OEM or from authorized partners for the Swap of the SMSC (Short Message Service Center) System. This bid Document is also available in Etisalat website (www.etisalat.af, [Tenders](#)).
2. RFP Deadline is **25 - December - 2023 Afghanistan time**.
3. Bid received after the above deadline shall not be accepted.
4. Local and international firms can send their offer via email to ashalizi@etisalat.af and copy 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 proposal with separate (Technical and Commercial) parts. The commercial part must be **password protected document** and we will request the password once here the concerned committee opened bids (start 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 effecting requirements will be evaluated commercially..
7. Bidder should be registered with Etisalat Afghanistan in Vendor Registration List. If any interested bidder **is not registered**, first they should fill the attached Vendor Registration Form and provide following documents before tender deadline and submission of bid. Bidder's offer will not be considered without registration process.
 - 1- Company Profile
 - 2- Business License
 - 3- President and Vice President ID Cards/Tazkira Copies
 - 4- Article of Association (نامه اساس)
 3. Past Performance:

Firm must describe past performance on similar public and or private agency contracts, including past performance on similar works for any other telecom company.

8. All correspondence on the subject may address to Ahmad Shikib Shalizi, Assistant Manager Procurement, and Etisalat Afghanistan. Email ashalizi@etisalat.af and Phone No. +93781 204 040.

Ihsanullah Zirak

Director Supply Chain

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

E-mail: ihsanullah@etisalat.af

TENDER DOCUMENT

FOR

For Swap of Etisalat Afghanistan SMSC (Short Message Service Centre) System

AS PER

**ETISALAT AFGHANISTAN SCOPE OF WORK AND
TECHNICAL SPECIFICATIONS**

**ETISALAT AFGHANISTAN, HEAD OFFICE, CHAREHE SHAHEED,
SHAHRE NAW.**

KABUL- AFGHANISTAN

1. DEFINITIONS.

1.1 TERMS.

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

“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 mentioned in this contract and its annexes according to which the contractor shall supply equipment 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.

“CIP.” means “Carriage & Insurance Paid” as specified in INCOTERM 2000.

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

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

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

“Contract” means the Contract 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 supplying all the Equipment/Systems/Material/Items and Services on time and to cost under this contract to EA.

“Contractor’s Representative” means the person nominated by the contractor and named as such in the contract and approved by EA in the manner provided in the contract.

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

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

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

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

“**D.D.P**” means Delivered Duty Paid as defined in the Incoterm 2000 including the unloading responsibility of bidder/seller.

For the purpose of clarification, D.D.P Price here means that all costs, expenses, duties and taxes, incurred or payable on goods by the contractor up to the point the goods are handed over to consignee/ultimate consignee, are included in the price of the goods.

“**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/Hardware 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.

“**FAC**” means Final Acceptance Certificate, which will be issued by designated EA staff after 12 months of issuance of PAC.

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

“**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 of 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.

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

“Provisional Acceptance Certificate (PAC)”, means certificate which will be issued by EA designated staff to the contractor after receipt of the delivered Goods in good order and conditions and successful installation, testing & commissioning into service of the system under the contract.

“Performance Bond/Security” means an unconditional irrevocable guarantee issued by a bank located in Afghanistan and acceptable to EA commensurate with the value of the contract. The value of the Performance bond/Security shall be as specified in the contract but in no case shall be less than 10% (Ten Percent) of the total contract value.

“Pre-Shipment Inspection” means inspection and testing of Goods at manufacturer’s premises in accordance with the provisions of the specifications and the clause(s) of the contract pertaining to Pre-shipment Inspection.

“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 supply, warranty, and other services and obligations of the Supplier/Contractor as provided in the Contract.

“Shipping Documents” means Contractor's Valued Invoice, Packing List, Freight Memo (if any), Weight and Measurement Certificate, Original Bill of Lading or Airway Bill (as the case may be), Certificate of Origin, Warranty Certificate, Insurance Declaration and Inspection Certificate and/or Contractor's Factory Test Certificate, as required by the Contract.

“Specifications” means the specifications, provided in the Contract and its annexure and in EA Tender Specifications and where the Contract is silent and in cases of conflicting specifications appearing in the documents, based on the latest version of ITU-T recommendations.

“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.

“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 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.

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

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

“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.

“Warranty Period” shall mean the period (s) of twelve (12) months or any extended period starting from the acceptance of the delivered Goods in good order and conditions at consignee's store or site and/or commissioning of the system certified by EA authorized representative (s).

“Turn Key” means all the obligations of the Contractor, explicit or implicit arising directly or indirectly required to complete the entire project in all respect to the satisfaction of EA under this Contract except obligations of EA explicitly described in this contract.

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 other gender.

1.3 Headings.

The headings and marginal notes in the General Conditions of Contract are 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 – 2020.

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^{er}, 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.

1.7 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.

1.8 Waiver.

1.8.1 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.

1.8.2 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.

1.9 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 obtain your proposal for “For Swap of SMSC (Short Message Service Center) System including Hardware”.

2.2 Offers are invited in accordance with EA Technical Specification and Scope of Work as per Annexure-A.

3. INSTRUCTIONS FOR BIDDING.

3.1 BIDDING DOCUMENTS.

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

- a) Definitions.
- b) Instructions for bidding.
- c) Technical Specifications and 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.
- m) Commercial/ Technical Compliance Sheet.
- n) Pricing Schedule Tables

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 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.

3.3.3 Bids with provision for price escalation on account of currency fluctuation are not acceptable and shall be rejected.

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 COUNTRY OF ORIGIN.

All goods supplied under the contract shall have their 'Origin' from any country except Israel.

3.4.1 For purpose of this paragraph 'Origin' means the place where the Goods were mined, grown or produced and from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.4.2 The Bidder shall furnish documentary evidence of 'Origin' of Equipment.

3.4.3 The 'Origin' of goods shall be distinct from the nationality of the Bidder or his Principal.

3.5 CORRESPONDENCES.

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

Ahmad Shikib Shalizi at ashaliz@etisalat.af

4. OBJECTIVES, TECHNICAL SPECIFICATIONS AND SCOPE OF WORK.

4.1 Scope of Work and Technical Specifications are as per Annexure-A.

4.2 Offer shall include the itemized Bill of Quantity, unit price & quantity of each item, total price and Grand Total of price for the complete BOQ. These prices shall be CIP Kabul-Afghanistan in USD. For DDP the prices shall be quoted in **Afghanis**.

5. DOCUMENTS TO BE SUBMITTED.

5.1 Bids shall comprise of following documents.

Volume – 1 Technical Proposal.

Besides compliance to technical specifications (items/details wise) the proposal shall comprise the following documents as well:

- I. Compliance with all clauses of the tender document.
- II. Compliance with the required implementation plan.
- III. Compliance with the system requirements, in particular, performance of the solution offered.
- IV. Commitment and ability of the bidder to meet the deliverables and implementation schedule;
- V. Commitment and capacity to provide continuous and high quality support services and training program.
- VI. Perceived or factual overall cost effectiveness of the System, maintenance support services and prices.
- VII. 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 Turnkey Projects of the relevant field
 - g) Other similar projects completed and in hand.
 - h) 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) **Price Schedule.**

The Bidder shall complete the appropriate Price Schedule furnished in the Bidding Documents (Appendix 5 & 6), indicating for the Goods to be supplied, a brief description of the Goods their country of origin, quantity and prices.

- c) **Commercial Compliance.**

The Bidder shall provide compliances to all Commercial Clauses and sub-clauses strictly in accordance with the instructions given in the Appendix 4. 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 be complied, 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 is 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 actually 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)”.

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

5.3 SUBMISSION OF BIDS

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.

5.4 DEADLINE FOR SUBMISSION OF BIDS

5.4.1 Bids must be received by EA at the address specified in Bid documents not later than **25 – December - 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.

5.4 MODIFICATION AND WITHDRAWAL

5.4.1 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.

5.4.2 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 post marked and received not later than the deadline for submission of bids.

5.4.3 Subject to paragraph 5.5, no bid may be modified subsequent to the deadline for submission of bids.

5.4.4 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.

5.5 AMENDMENT IN DOCUMENTS

5.5.1 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.

5.5.2 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.

For Foreign Portion the bid price shall be CIP and quoted in US Dollars and for Local Portion the bid price shall be DDP and quoted in **Afghanis**.

6.2 BID PRICE.

The bidder shall quote process as per Table 1, Table 1A and Table 1B (Appendix 5 & 6)

6.2.1 For offering prices comprising foreign portion and local portion the bidder shall quote prices for equipment on CIP basis and for engineering services on DDP basis.

6.2.2 For Foreign Portion the bidder shall quote the CIP USD price of imported Goods as per Table 1-A.

6.2.3 For Local Portion the bidder will quote all costs and charges including duties, taxes, insurance, transportation, handling of local goods, local insurance and transportation and other incidental charges of clearing and bringing imported goods from port of destination to site of installation, paid or payable, as per Table I-B.

6.2.4 The prices quoted on CIP basis must be firm and final. EA will not take any responsibility for change in taxes and duties structure for imported goods outside Afghanistan. However, taxes and duties payable at the time of import are EA responsibility and not included in CIP prices. The bidder shall also quote the local transportation, insurance and delivery charges after clearance of imported goods till site of installation being turnkey project.

6.2.5 The price of the goods offered on DDP basis shall be inclusive of all duties/taxes and delivery charges up to the final site.

6.2.6 The bidder shall also mention clearly the levy or exemption of Tax(s) on the goods being offered on DDP basis. In case the bidder mentions the levy of Tax(s) and later on after the supply of goods claims exemption, on part or whole, 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 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 final execution of the contract shall be cost or benefit of EA.

6.2.7 The Price Schedule shall be completed strictly in accordance with the Bill of Quantities. In case the price schedule is in different format than the BoQ given in RFP, the bid may be rejected by EA. However, if the bidder desires to explain any item or any item contains sub-items then those details should be clearly shown as Annex to Price Schedule and reference to that detail should be given on face of Price Schedule.

6.2.8 The amount of Tax(s) for the local portion should be shown on items/sub-items wise basis in detail BoQs, price summaries and all the pricing information provided by the bidder wherever Tax is applicable. The Tax(s) should be clearly traceable to the items on which it is imposed. Any increase or decrease in the applicable rate of Tax(s) till final execution of the contract shall be cost or benefit of EA.

6.2.9 Cost of Services provided in Afghanistan shall be offered in **Afghanis**.

6.2.10 If a bidder identifies items that are required to make the end-to-end system operate according to the technical specifications in the Bid Documents and have not included them in their original Pricing Schedule, then the bidder will be expected to provide these items at no additional cost to EA.

6.2.11 If the bidder identifies that any obligatory item is missing in EA BoQ which is necessary to make the system functional or necessary being turnkey project, the bidder under a separate head will quote such items.

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

6.3 PERIOD OF VALIDITY

6.3.1 Bids shall remain valid for 90 (Ninety) days after the Submission/opening 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 in to 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 5.2, 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 above and the prices of which have been quoted strictly in accordance with BILL of QUANTITY (BoQ) and Price Schedule given in the Bid Documents.

7.2.2 The comparison and evaluation of bids will be on item wise basis or any combination of the items in the BoQ as deemed fit by EA. In case of any contradiction between different clauses of the tender, BoQ 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. 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 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 Bank Afghanistan on that date will be considered for evaluation and contract purpose.

7.4.2 Landed Cost: For converting the quoted CIP price to DDP Price the landing factor shall be as per Appendix 7.

7.4.3 As provided above to bring the CIP price to the level of DDP, loading would be based on percentage (%age) of Duties and Taxes (as applicable on the items) on CIP Price.

7.4.4 Loading for Late Delivery; All goods offered under this invitation are required based on the milestones defined in Bidding Documents. Bids offering deliveries later than the above schedule shall be adjusted in the evaluation by loading the bid by 1% per week or part thereof to the bid price. Bid offering deliveries delayed by more than (10) ten weeks, beyond tender delivery schedule, shall be rejected.

7.4.5 Loading for non-compliance to Payment Schedule; Deviation from the payment schedule from those specified in the bidding documents, unless specifically stipulated as a basis for rejection in the bidding documents, bids offering different terms of payment shall not be rejected. Instead, the offered terms of payment shall be evaluated on the basis of commercial loading on the bid price by adding present value of the additional cost, EA shall incur by accepting such deviations, using a discount rate (Cost of Capital) of 12% (twelve percent) per annum.

7.4.6 If an obligatory item is missing in price schedule, EA will have the right to load it with the highest of prices offered by the other bidders.

7.4.7 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 in manner as specified in Clause 7.4 on complete list basis. EA reserves the right to offer the award to any bidder whose offer/offered solution/offered Goods is/are 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 black listed 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

8.1.1 EA will award contract to the successful Bidder whose bid has been determined substantially responsive and has been determined as the lowest evaluated bid as per Clause 7.2 provided 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.

8.1.2 The bid shall only be submitted complete. In order to encourage a multi contractor environment the tender is to be awarded on complete basis to a prime contractor who may choose to sub-contract package wise as may be applicable/ beneficial to EA.

8.1.3 ASSESSMENT OF PERFORMANCE.

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

8.2 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 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.

8.3 NOTIFICATION OF AWARD

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

8.3.2 The issuing of the LoI 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) days of the issuing of the LoI.

8.3.3 Between signing the LoI 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 as defined in the Bid Documents.

8.3.4 Upon the successful Bidder's furnishing of performance security pursuant to paragraph 8.4, EA will notify each un-successful bidder.

8.4 PERFORMANCE SECURITY

8.4.1 The successful bidder prior to signing of the contract or within seven (7) of signing the contract shall furnish the performance security, in accordance with the conditions of contract and the tender document in the performance security form provided in the bidding/tender documents (Appendix 2).

8.4.2 Failure of the successful Bidder to comply with the requirements of sub clause 8.4.1, 8.4.3.1 and 8.4.3.2 shall constitute sufficient grounds for the annulment of the award and cancellation of registration of bidder with EA, in which event EA may make the award to next lowest evaluated and technically compliant bidder or call for new bids.

8.4.3 The performance security shall be denominated in USD/Afghanis (the currency of the contract) and shall be in following form;

8.4.3.1 An unconditional irrevocable Bank Guarantee issued by a Bank located in Afghanistan and in the form provided in the Bid Documents (Appendix 2). The performance security shall remain valid till the expiry of the 12 (twelve) months or any extended period of warranty period beyond 12 (twelve) months after issuance of Provisional Acceptance Certificate ('PAC') certifying receipt of goods in good order and conditions. The performance security will be discharged by EA not later than 30 days following the date of completion of the contract and issuance of Final Acceptance Certificate (FAC).

8.4.3.2 The performance security shall be equal to or more than the amount of 10% of the contract price. If the performance Bond is not submitted to EA within seven (07) days specified period or it is not issued in the form provided in the bid documents or its amount is less than 10% of the contract price EA reserves the right to cancel the purchase contract/notification of award and cancel the registration of bidder with EA.

8.4.3.2 The performance security shall be equal to or more than the amount of 10% of the contract price. If the performance Bond is not submitted to EA within seven (07) days specified period or it is not issued in the form provided in the bid documents or its amount is less than 10% of the contract price EA reserves the right to cancel the purchase contract/notification of award and cancel the registration of bidder with EA.

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 EXPORT/IMPORT LICENSES

9.2.1 For imported Goods under the contract, the contractor shall be responsible for obtaining export licenses as required. Any delay in shipment caused due to export license shall not be considered "FORCE MAJEURE".

9.2.2 For domestic Goods (the local/domestic manufacture or off the shelf supply), the contractor shall be responsible for obtaining import licenses (if required) as well. Any delay on this account shall not be considered “FORCE MAJEURE”.

9.3 TAXES AND DUTIES

9.3.1 For CIP Prices; The Contractor shall be responsible for marine insurance, all taxes, levies (**excluding**, custom duty, sales and income tax (if any) at import stage), transportation, handling, warehousing, license fees and any other levies outside Afghanistan in connection with the execution and performance of this contract.

9.3.2 For DDP Prices; The Contractor shall be responsible for all applicable taxes, duties, license fees, Insurance, freight charges, local transportation, handling and other incidental charges etc. incurred or accrued until the final delivery of the Goods or other obligations regarding services.

9.3.3 Any increase or decrease in the rates of Tax(s), (if any) in case of local component shall be to the cost or benefit of the EA till final execution of the contract.

9.3.4 Any increase or decrease in the rates of Tax(s), (if any) in case of local component shall be to the cost or benefit of the EA till final execution of the contract

9.3.5 Withholding tax (if applicable) shall be deducted on local portion only as per prevailing rates as notified Islamic republic of Afghanistan.

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

9.3.5.1 Royalty Tax will be applied 20 % only on Software and License parts of Project and Vendor is responsible for payment of this taxes.

9.3.6 Any increase or decrease in rates of duties and Taxes prevailing as on the date of contract shall be to the cost or benefit to EA.

9.3.7 The contractor will fully inform itself of all Islamic Republic of Afghanistan Tax Regulation and will pay all taxes; duties, tariffs and impositions lawfully assessed against the contractor for execution and performance of the contract.

9.3.8 The contractor will be responsible for payment of all local insurance and transport charges up to the delivery of equipment at the EA designated site.

9.3.9 The contractor will be responsible for transportation, handling, storage and insurance of the equipment supplied under the contract until the issuance of “Provisional Acceptance Certificate”.

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.

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 service, software and equipment 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 service, software and equipment, 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 there from.

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 goods supplied under this contract shall conform to the standards and Specifications, and when no applicable standard is mentioned; to the authoritative standard appropriate to the Goods country of origin and such standards shall be the latest issued by the concerned institution. In case of conflicting specifications appearing in the documents, decision of EA will be final and most strict version will hold good.

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

Contractor shall also provide convincing evidence of reliability of Goods, Equipment and Systems characteristics to afford a basis of evaluating the maintenance requirements and to assess maintenance cost that will be required to ensure continued operation in accordance with specified performance reliability requirements.

9.11 QUALITY

The materials and workmanship of the supplied Goods and Services provided under the contract must be of the highest quality and free from all defects. System provided shall be of the best quality and field proven.

9.12 WARRANTY

9.12.1 The contractor warrants that the Goods supplied under the contract are brand new, un-used, of the most recent or current models and incorporate all the latest improvements in design and materials unless provided otherwise in the contract. The contractor further warrants that all Goods supplied under this contract shall have no defect arising from design, material or workmanship (except insofar as the design or material is required by EA specifications) or from any act or omission of the contractor, that may develop under normal use to the supplied goods in the conditions prevailing in the country of final destination.

9.12.2 This warranty shall remain valid for 12 (twelve) months after issuance of PAC by authorised staff of EA certifying receipt of Goods in good order and condition.

9.12.3 EA shall promptly notify the contractor in writing of any claims arising under this warranty.

9.12.4 Upon receipt of such notice, the contractor shall, with all reasonable speed, repair or replace, at EA's installation site and/or consignee's Warehouse as the case may be at that time, the defective Goods or part thereof, without costs to EA.

9.12.5 If the contractor, having been notified, fails to remedy the defect(s) within fifteen (15) days or the period as mutually agreed between EA and the contractor, EA may proceed to take such remedial actions as may be necessary, at the contractor's risk and expense and without prejudice to any other rights which EA may have against the contractor under the contract.

9.12.6 The Contractor shall promptly correct at no cost to EA, any defect in any work of correction executed previously, upon receipt of written notice of defect within twelve months warranty period from the acceptance of the corrected defect.

9.13 RESPONSIBILITIES AND OBLIGATIONS

The contractor shall manufacture and arrange CIP and/or DDP delivery to EA's designated warehouse(s)/site (s) to be defined in the contract.

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 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.

9.14 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.

9.15 SUB-CONTRACTS

9.15.1 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.

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

9.16 CHANGE OF ORDER

9.16.1 EA may at any time, by written order given to the Contractor, make change within the general scope of the contract in any one or more of the following:

9.16.1.1 The method of shipment or packing.

9.16.1.2 The place of delivery.

9.16.1.3 The services to be provided by the contractor.

9.16.1.4 Increase or decrease the quantity of Goods by 15%. (This may be a case of repeat order after successful completion of contract under consideration)

9.16.1.5 If any such change causes an increase or decrease in the cost of or the time required for the contractor's performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the contractor for adjustment under this paragraph must be asserted within fifteen (15) days from the date of contractor's receipt of EA changed order. Equitable adjustment shall be such that unit rate does not increase from original contracted rate.

9.16.1.6 Any changes to the project milestones as defined in Bid Documents must go through a formal change control process as defined in the Bid Documents and be approved by both EA and the contractor.

9.17 CONTRACT AMENDMENTS

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

9.18 DELIVERY.

9.18.1 Delivery of the goods shall be made by the contractor in accordance with the terms specified by EA in the RFP/Bid Documents and the condition of contracts and Goods shall remain at the risk of the contractor until the system is commissioned into the service. Goods must be delivered according to the milestones defined in RFP/Bid Documents. Time is of essence in completion of project, failure to meet these milestones may result in imposing of liquidated damages by EA

9.19. DOCUMENTS.

9.19.1 Documents for Imported Goods CIP

Upon shipment, the contractor shall notify EA full details of the shipment including contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The contractor shall also mail the following shipping documents;

1. Valued Invoices clearly mentioning the quantity and unit prices of the items.
2. Packing List.
3. Freight Memo.
4. Marine Insurance Certificate.
5. Weight & Measurement Certificate.
6. Original Bill of Lading through bank.
7. Non-negotiable Bill of Lading.
8. Certificate of Origin.
9. Pre-shipment Testing and Inspection Certificate (if applicable).
10. Warranty Certificate.

9.19.2 The above documents shall be received by EA at least one week before arrival of goods at the port of destination and if not received, the contractor will be responsible for any consequent expenses. Also if these shipping documents as well as marking etc. are not strictly in accordance with the contract or with the preceding relevant paragraph consequently causing undue delay on the EA part in clearing the Goods from the customs, the contractor shall be held responsible for any amount of expenses incurred thereby such as warehouse rent and other extra charges imposed upon EA. The contractor shall be billed for such expenses, payment of which shall upon request be made promptly by the contractor to EA in the form of either a Cheque or Demand draft or Bank Transfer in EA favour. In case of short shipment or short packing, if EA has not earlier been notified by the contractor of the short shipped or short packaged materials before the arrival of the Goods causing EA to pay for full amount of import duty on the Goods fully invoiced, the contractor shall be held responsible for any import duty or other charges to be paid by EA in processing the short shipped or short packaged materials which are sent by contractor to EA afterwards through the port of destination for which duplicate duty or charges had already been paid at the time of earlier shipment.

9.19.3 CONSIGNEE (for CIP Goods):-

Manager Logistic, Etisalat Afghanistan, Kabul-Afghanistan shall be the Consignee of the CIP Goods.

9.19.4 Domestic Goods (local component) Documents;

- i. Delivery note/transporter's/truck receipt duly verified/acknowledged by the Consignee.
- ii. Manufacturer's/contractor's warranty certificate.
- iii. Inspection Certificate issued by the EA nominated inspection agency/staff and the contractor's factory inspection report.
- iv. Certificate of origin.
- v. Consignee's certificate that the Goods have been received in good order and condition issued by EA authorised staff
- vi. Tax(s) payment documents.
- vii. Copies of the documents described above shall be submitted to the consignee, the in charge of EA Warehouse Kabul/Project Director of the project.

9.20 INSURANCE.

9.20.1 For the local Goods; the local component of the Goods shall be fully insured by the contractor in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, installation and commissioning in the manner specified in this section of Conditions of Contract.

9.20.2 For CIP Goods; All the imported Goods supplied under the contract shall be insured by contractor until cleared from the port against loss or damage incidental to transportation, storage and delivery in the manner specified in the conditions of contract. After clearance of goods from port by EA, Goods will be handed over to contractor to deliver at final destination (being turnkey project). Local insurance charges of imported Goods shall be the responsibility of the contractor and included in the price.

9.20.2 Insurance of the imported Goods from the port of destination up to site of installation and till issuance of PAC is the responsibility of the contractor.

9.20.3 All Goods will remain insured by the contractor till the issuance of PAC covering all risks including but not limited to theft, pilferage, damage, deterioration, breakage etc.

9.21. PACKING & MARKING

9.21.1 The contractor shall provide such packing of the Goods & Equipment as is required to prevent damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be of sufficient strength to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and upon storage. Packing case size and weight shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit. In case of any damage to the materials due to insecure and /or improper packing, resulting on account of normal handling, the contractor shall make good such damages free of charge to EA.

9.21.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract or any subsequent instructions by EA.

9.21.3 Each packing shall be clearly and legibly marked in English with the name of the contractor, the consignee, Contract No. and date and quantity of material.

9.22 TRANSPORTATION

The transportation charges of all goods up to the final destination/site of installation as shall be specified in the contract shall be arranged and paid for by the contractor, and the cost thereof shall be included in the contract price.

9.23 TESTING OF GOODS

The contractor shall provide documentary evidence for using the raw material used for manufacturing of Goods as mentioned in the Contract, of a reputable company.

9.24 INSPECTION AND TESTS

9.24.1 EA reserves the right for itself and/or its nominee to be present and participate in any test (s) carried out on all or any part of the Goods and to insist on any test, which he may deem necessary.

9.24.2 EA or its nominated representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the contract specification as defined in the Bid Documents. The conditions of the contract and/or the Technical Specifications shall specify what inspections and test EA requires and where they are to be conducted. EA shall notify the contractor in writing of the identity of any representatives entrusted for this purpose.

(a) For the purpose of inspection, contractor shall accord to EA nominated representative the right of access to all parts of the factory concerned with the manufacturing of the Goods and shall provide with such inspection facilities, test apparatus and services as may be required.

(b) The inspections and test may be conducted on the premises of the contractor or its subcontractor's at point of delivery and/or at the Goods final destination on the risk and cost of the bidder as and when decided by EA. When conducted on the premises of the contractor or its sub-contractors, all reasonable facilities and assistance including access to drawings and production data shall be furnished to the Inspectors at no charge to EA.

9.24.3 Should any inspected or tested Goods fail to conform to the specifications, EA may reject them and the contractor shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to EA.

9.24.4 EA right to inspect, test and where necessary, reject the Goods after arrival in Afghanistan shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by EA or its representative prior to the Good's shipment from the country of origin.

9.24.5 Pre-shipment inspection, examination or testing, if made, shall not relieve the supplier from any obligations under the contract.

9.24.6 In the event of any irregularity in test reports, specifications and/or packing as found by EA authorized Inspector, the contractor shall immediately upon the Inspector's notification make necessary modifications, repair, and/or even remanufacture prior to delivery of the supplies ex-factory for shipment.

9.24.7 On conclusion of the factory tests to the satisfaction of EA and before shipment from the factory, a FACTORY TEST RELEASE CERTIFICATE shall be signed by EA representative. If EA advises that the representative will not attend, the Contractor shall endorse the certificate.

9.24.8 An inspection certificate issued by EA authorized Inspector certifying that the Goods comply with this contract in all aspects, shall be one of the documents to be presented as a condition of payment under the letter of Credit.

9.24.9 Should EA representative attend at the appointed time for the factory testing and the tests be delayed through reasons with in suppliers control, or should the Goods not reach the required objectives of the tests , then the additional costs incurred by EA by reasons of delay or repeated tests, shall be also chargeable to the contractor.

9.24.10 If any part of the Equipment/Plant or Goods offered for inspection does not conform to the prescribed specification and is rejected by the Inspector, the re-inspection charges and other relevant expenditure to be incurred thereof for the rejected Goods will be paid by the contractor.

9.24.11 The contractor shall propose and submit "Acceptance Test Procedure", for EA approval (if EA has not already specified its own Test Procedure) based on the specifications defined in the Bid Documents. EA may approve the procedure as proposed or after such modifications as are deemed necessary for proof of performance. The acceptance tests will be performed as per the project plan and be performed in accordance with the overall milestones defined in the Bid Documents. No item subject to factory test will be supplied without the factory test procedure having been completed.

9.24.12 Following inspection procedures and tests are required by EA;

- 1) The contractor will notify EA and its authorized inspector of the shipment of Goods based on the agreed project milestones.
- 2) EA authorized inspector shall have the authority to reject any Goods or lots/portion of Goods, which are found to be defective in material or workmanship or otherwise not in conformity with the requirements of the contract.
- 3) In the event EA inspector rejects any Goods, the contractor shall furnish additional quantities for inspection and approval in lieu of the Goods rejected, if requested to do so by EA or its authorized inspector. If rejection is made at a point other than the contractor's premises the contractor shall promptly upon request from EA remove the rejected Goods at the contractor's expenses.
- 4) EA independent inspection or waiver thereof does not relieve the contractor from responsibility to furnish Goods in conformity with contract requirement and free of all defects.
- 5) To terminate the contract forthwith by notice in writing to the contractor or to the receiver or liquidator or to any person in whom the contract may become vested, in which event the relevant portion of paragraph titled "TERMINATION OF CONTRACT FOR DEFAULT" shall apply as if the contract had been terminated in pursuance thereof ; or
- 6) Give such receiver, liquidator, or other person the option of carrying out the contract subject to his providing a guarantee for the due and faithful performance of the contract up to an amount to be agreed.

9.25 PROOF OF PERFORMANCE

9.25.1 The contractor shall offer the systems to EA for Provisional Acceptance Testing as soon as he (the contractor) is satisfied that the systems are ready for commissioning into service. The contractor shall provide the supervisory personnel and equipment necessary to make proof of performance test as required in the Bid Documents and as approved by EA.

9.25.2 Failure to meet such tests or any test required by to show compliance with the specifications in the Bid Documents shall be sufficient cause for rejection and such test or tests shall be repeated after modifications or replacements as deemed necessary for EA.

9.25.3 If performance is found to be marginal or that the results of any phase of the tests are inconclusive, further testing shall be performed as required by EA. Any such re-work or re-testing shall be at the cost of contractor.

9.25.4 In the event that the results of the test indicate that the equipment proposed by the contractor is not at a satisfactory level to provide the services, systems and features defined in the Bid Documents, then EA reserves the right to terminate the contract with the contractor and seek appropriate damages.

9.25.5 Upon satisfying himself that the systems are ready for commissioning into service and their performance complies with the specifications laid down in the Bid Documents, and that the spare parts are complete in working order and in place, and that the training has been completed as required from the contractor, EA shall provide to contractor the Provisional Acceptance Certificate (PAC).

9.25.6 At least four weeks before offering the systems for acceptance testing, the contractor shall propose acceptance test procedure, for EA's approval. EA may approve the procedure as proposed, or after such modifications as are deemed necessary for proof of performance.

9.26 ACCEPTANCE TESTING

9.26.1 Acceptance testing of the equipment shall be done by EA under supervision of the contractor. The contractor will supply the necessary testing equipment/ gear at his/her cost if required.

9.26.2 EA will provide test gear if available. In the bid, testing equipment, gears and test procedures should be clearly spelt out. Testing of the system shall be in accordance with latest ISO, ITU-T and IEEE / ANSI recommendations or the technical specifications provided in the Bid Documents or the contractor's offer which-ever is higher. All test gears required and which are not available with EA, will be provided by the contractor at his own cost.

9.26.3 On conclusion of acceptance testing, if the contractor intends to export the test gear back from Afghanistan, he should indicate so clearly in his bid.

9.26.4 Upon the successful completion of the acceptance tests a Provisional Acceptance Certificate (PAC) will be issued by EA.

9.27 REMOVAL OF DEFECTS

9.27.1 The contractor shall make good with all possible speed all defects arising from defective design, material, workmanship or from any act of omission of the contractor and those which may develop under the condition provided for by the contract and under proper use of the plant or any portion during twelve (12) months after issuance of last Provisional Acceptance Certificate. If any such defect shall occur, EA or his authorized representative shall promptly inform the contractor stating in writing the nature of the defect. If the contractor replaces or renews any part of the plant, the provision of this paragraph shall apply to the part of the plant so replaced or renewed subject to the substitutions, for the words "DURING Twelve (12) MONTHS AFTER ISSUANCE OF THE PROVISIONAL ACCEPTANCE CERTIFICATE" as mentioned above by the words "Twelve (12) MONTHS FROM THE DATE OF REPLACEMENT OR RENEWAL". The supply to EA of a part in replacement thereof shall constitute fulfilment by the contractor of his obligation under this paragraph in respect of that defective part:

9.27.2 If it is reasonably practicable for a defective part to be returned to the contractor and the contractor shall call for its return, EA or his authorized representative shall cause it to be returned to the contractor freight collect and the defective part shall become the property of the contractor.

9.27.3 If any such defects as aforesaid be not made good within fifteen (15) days EA may proceed to do the work at the contractor's risk and expense.

9.28 FOREIGN TRAINING

If required by EA, training will be arranged for EA Engineers/staff to perform and the cost for the same i.e. travelling, boarding and lodging shall be borne by the contractors. This cost must be shown separately in the price schedule; if training price is not mentioned separately then it will be considered free of cost (FOC).

9.29 LOCAL TRAINING

The contractor shall execute sufficient training for local EA engineers. Complete proposal of the training courses and its duration covering Operation, Maintenance, Diagnostic, Testing Measurements and Repairs. Local Training along with material, stationary & literature will be arranged by the Contractor free of cost. This cost must be shown separately in the price schedule if training price is not mentioned separately then it will be considered Free of Cost (FoC).

9.30 PRE-SHIPMENT INSPECTION

If required by EA, pre-shipment inspection of the Goods in the manufacturer premises will be carried by a two member's team of EA Engineers and the cost for the same i.e. travelling, boarding and lodging shall be borne by the Contractors. This cost must be shown separately in the price schedule.

9.31 FINAL ACCEPTANCE CERTIFICATE.

The Final Acceptance Certificate (FAC) will be issued subject to the following;

"Twelve (12) months of satisfactory operation/performance after Provisional Acceptance Certificate (PAC), replacement of defective parts and materials and removal of all discrepancies and fulfilment of any obligations including warranty and/or penalties etc".

9.32. DUTIES & RESPONSIBILITIES.

9.32.1 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.

9.32.2 DELAYS IN PERFORMANCE.

9.32.2.1 Delivery of the Goods shall be made by the contractor in accordance with the project plan.

9.32.2.2 Time is of essence in completion of the project; all the timelines/milestones are to be strictly adhered to. Any unexcused delay by the contractor in performance of its delivery/project completion obligations shall render the contractor liable to any or all penalties, charges of the deliverables and performance of services or termination of the contract, the contractor shall promptly notify EA in writing of the fact of the delay, it's likely duration and its causes.

9.32.3 CONTRACTOR'S DEFAULT

9.32.3.1 If the contractor shall neglects to perform the contract with due diligence and expedition or shall refuse/or neglect to comply with any reasonable instructions given to him in writing by EA or any of its authorized representative in connection with the performance of the contract or shall contravene the provisions of the contract, EA may give notice in writing to the contractor to make good the failure, neglect or contravention complained of.

9.32.3.2 Should the contractor fail to comply with the said notice, within 15 days from the date of issue of said notice thereof, it shall be lawful for EA forthwith to terminate the contract by notice in writing to the contractor without prejudice to any rights which may have accrued under the contract to either party prior to such termination.

9.32.3.3 If EA have to incur extra cost for procuring any part of Goods or any such similar Goods not delivered in accordance with the Contract on the date of such termination, the Contractor shall pay on demand within one month the amount of such extra costs incurred by EA.

9.32.3.4 If the contractor fails to complete any of his obligations within the extended time mutually agreed between the parties under "FORCE MAJEURE" and EA shall have suffered any loss from such failure, EA shall be entitled to deduct from the contract price at the rate of one (01) percent per week of the contract value of the Goods which cannot in consequence of the said failure be put to the use intended for such work for each week between the time fixed in the Contract (except as aforesaid) and the actual date of completion.

9.32.4 AMICABLE SETTLEMENT.

9.32.4.1 The contract will be construed under and governed by THE LAWS OF THE ISLAMIC REPUBLIC OF Afghanistan.

9.32.4.2 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.

9.32.4.3 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 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.

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

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

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

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

9.32.4.7 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. Proceeding shall continue without recommencing as if such arbitrator had been originally nominated.

9.33. FORCE MAJEURE.

9.33.1 Notwithstanding the provisions of the paragraph 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, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

9.33.2 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 Expansion 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 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.

9.33 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.

9.34. INDEMNIFICATION.

9.34.1 Contractor shall indemnify and save harmless EA from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgment of every nature and description made and related cost and expenses brought or recovered against the EA related to the work done under this Contract, by reasons of any act, omission to act or status of liability of Contractor or its agents or employees. Contractor agrees to give EA prompt notice of any possible liability.

9.34.2 If the Contractor is in breach of any obligations under this Contract (or any part of it) to EA or if any other liability is arising (including liability for negligence or breach of statutory duty) then the maximum liability of the Contractor under this contract shall be limited to the Total Contract Price.

9.35 TERMINATION OF CONTRACT.

9.35.1 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;

9.35.1.1 If the contractor fails to deliver any or all of the deliverables within the time period's specified in the contract or any extension thereof granted by EA.

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

9.35.1.3 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.

9.35.2 In the event EA terminates the contract in whole or in part, EA may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the contractor shall be liable to EA for any excess costs for such similar Goods. However, the contractor shall continue performance of the contract to the extent not terminated.

9.35.3 TERMINATION FOR INSOLVENCY.

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

9.35.4 TERMINATION FOR CONVENIENCE.

9.35.4.1 EA may by written notice sent to the contractor terminate the contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for EA convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

9.35.4.2 The Goods and Equipment that are completed and ready for shipment within fifteen (15) days after the contractor's receipt of notice of termination shall be purchased by EA at the contract terms and prices.

9.36 LIQUIDATED DAMAGES.

9.36.1 Subject to paragraph 10 (Force Majeure), if the Contractor fails to deliver any or all of the Goods or perform the Services in accordance with the delivery milestones specified in the Contract, EA, without prejudice to its other remedies under the contract, shall have the right to terminate the contract forthwith or claim liquidated damages.

9.36.2 The contractor shall pay to EA as liquidated damages with respect to those delays in delivering milestones as defined in the Bid Documents. For each delayed milestone damages will be charged at one percent (1%) per week of the total value of the Contract up to a maximum of ten percent (10%). Once the maximum is reached, EA shall forthwith terminate the contract.

9.36.3 The value of all Goods or part supply of Goods made which are incomplete and therefore not utilized by EA in its operations shall also be added for the purpose of liquidated damages. Any liquidated damages if not paid in cash by the Contractor shall be deducted from the invoice(s) submitted by the Contractor. The imposition of liquidated damages upon the Contractor and its payment shall not absolve the contractor from its obligations to deliver or from any other liabilities or obligations under the contract.

10. PAYMENTS.

10.1 CONDITIONS FOR PAYMENTS.

10.1.1 Payments for the foreign component (CIP) will be made in US\$ and for the local component in Afghani.

10.1.2 EA shall make prompt payment, within thirty days of submission of an invoice/claim by the contractor subject to 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.

10.1.3 Payments are subject to deduction of income tax at 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 certificate of deductions to the contractor to enable him to settle tax returns with the concerned authorities.

10.1.4 For imported Goods, EA shall be the “importer of Goods” and promptly execute all documentation and pay custom duty and income tax levied on the equipment and software by the custom authorities upon their arrival in Afghanistan.

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

10.1.6 The contractor will fully inform itself of all Islamic Republic of Afghanistan Tax Regulation and will pay all taxes; duties, tariffs and impositions lawfully assessed against the contractor for execution and performance of the contract.

10.1.7 EA shall make prompt payment, within thirty days of submission of an invoice/claim by the contractor subject to 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.

10.1.8 Payments are subject to deduction of income tax at 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 certificate of deductions to the contractor to enable him to settle tax returns with the concerned authorities

10.1.9 “Etisalat Afghanistan has full right to issue the PO/Contract payments via mHawala (mobile financial services) system to your mHawala account”.

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;

10.2.1 For Supply of Equipment (Hardware & Software);

10.2.1.1 EA will make payment equal to 50% of the amount of equipment & software’s on arrival of Equipment at site of installation and certification by EA Project Director/Manager of their receipt in good condition.

10.2.1.2 Balance 25% of the amount of equipment and software will be paid on issuance of RFS for complete system area in individual city.

10.2.1.3 Balance 25% of the amount of equipment and software will be paid on issuance of final PAC for complete system area in individual city.

10.2.2 For Installation, Testing, Commissioning and Professional Services;

10.2.2.1 EA will make payment equal to 75% of amount of Services cost when equipment is offered for Acceptance Testing in individual city.

10.2.2.2 Balance 25% of the amount of Services cost will be made at the time of issuance of final PAC for complete system in individual city.

10.2.3 For System Support and Maintenance Services;

10.2.3.1 EA will make payment on quarterly basis at end of each quarter, after support/service delivered.

11. COMPLIANCE WITH EXPORT CONTROL REGULATIONS:

11.1. If Recipient transfers goods (including hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by CONTRACTOR or works and services (including all kinds of technical support) performed by CONTRACTOR to a third party Recipient shall comply with all applicable national and international (re-) export control regulations. In any event of such transfer of goods, works and services Recipient shall comply with the (re-) export control regulations of the Peoples' Republic of China, of the European Union and of the United States of America and other applicable export control laws and regulations.

11.2. Prior to any transfer of goods, works and services provided by CONTRACTOR to a third party Recipient shall in particular check and guarantee by appropriate measures that: - (a) there will be no infringement of an embargo imposed by the European Union, by the United States of America and/ or by the United Nations by such transfer, by brokering of contracts concerning those goods, works and services or by provision of other economic resources in connection with those goods, works and services, also considering the limitations of domestic business and prohibitions of by-passing those embargos: - (b) such goods, works and services will not be used for the development, production, use or stockpiling of weapons of mass destruction (nuclear weapons, chemical weapons, biological weapons or missiles, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided; and (c) - the regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America (including the List of Specially Designated Nationals and Blocked Persons maintained by OFAC (the "SDN List") and the US Department of Commerce's Denied Party List and Entity List) concerning the trading with entities, persons and organizations listed therein are considered.

11.3. If required to enable authorities or CONTRACTOR to conduct export control checks, Recipient, upon request by CONTRACTOR, shall promptly provide CONTRACTOR with all information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by CONTRACTOR, as well as any export control restrictions existing.

11.4. Recipient shall indemnify and hold harmless CONTRACTOR from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Recipient, and Recipient shall compensate CONTRACTOR for all losses and expenses resulting thereof.

11.5. Furthermore, Recipient shall not resell the above-mentioned goods, works and services to any party without imposing the same obligation described in this section.

12. SANCTIONS AND EXPORT CONTROL LAWS:

12.1 The Contractor shall, in carrying out its obligations in relation to this Agreement and any applicable project or statement of work under this agreement, comply with all export control laws and regulations ("Export Control Laws") and all economic, trade and financial sanctions laws, regulations, embargoes or restrictive measures administered ("Sanctions") as these Export Control Laws or Sanctions are enacted or enforced by international or regional entities such as the United Nations, the European Union as well as the governments of the United States of America, United Kingdom, and any other relevant country.

12.2 The Contractor shall, in carrying out its obligations in relation to this Agreement and any applicable project or statement of work under this agreement:

- (i) Not do anything which may cause the other Party, to breach any Export Control Laws or Sanctions, and the Contractor shall not do anything which may cause any Etisalat Group Company to breach any Export Control Laws or Sanctions;
- (ii) Provide such assistance and documentation, to the extent possible, as the other Party (“Requiring Party”) may reasonably require, so that the Requiring Party may comply with all applicable Export Control Laws and Sanctions.
- (iii) Notify the other Party in writing as soon as possible if it becomes aware of any breach of its obligations either under this Clause or under any applicable Export Control Laws or Sanctions.

12.3 The Contractor shall be required by the terms of this Agreement or any applicable project or statement of work under this agreement to refrain from being directly or indirectly involved in the provision of goods, technology, software or services that may be prohibited by Export Control Laws.

12.4 The Contractor shall notify Etisalat Group in writing as soon as possible if:

- (i) It becomes listed on any restricted parties list (including, without limitation, the US Department of Commerce’s Denied Parties List and US Department of State’s List of Debarred Parties) or becomes subject to any Sanctions; or
- (ii) It becomes aware that any relevant authority in any jurisdiction has initiated or will initiate any investigation or proceedings against the Notifying Party relating to an actual or potential breach of any Export Control Laws or Sanctions in relation to its obligations under this Agreement or any applicable project or statement of work under this agreement.

12.5 Without limiting its other rights or remedies, Etisalat Group shall be entitled to suspend the services provided under this Agreement and/or any project or statement of work under this agreement and/or terminate this Agreement and/or any project or statement of work under this agreement with immediate effect, without liability and without obligation to provide any further period to remedy breach of any Export Control Laws or Sanctions by the Contractor or any of its subcontractors if the Contractor breaches its obligations under this Clause or if the Contractor Group or Affiliates (or any Person(s) who controls Contractor entity) becomes listed on any restricted parties list (including, without limitation, the US Department of Commerce’s Denied Parties List and US Department of State’s List of Debarred Parties) or becomes subject to any Sanctions.

12.6 Compliance with the laws

The Contractor shall conform with and abide by the provisions of all laws, regulations and any other laws for the time being in force in 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 maybe required by the contractor.

13.0 General Terms:

13.1 HUAMN RIGHTS

The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind

of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor contracting arrangements.

The Contractor shall not employ children in any manner including those are economically exploitative, or is likely to be hazardous, or to interfere with or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where the relevant labor laws have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor.

13.2 ANTI-BRIBERY ANTI-CORRUPTION

Contractor represents and warrants on behalf of itself and its Affiliates and Representatives (including its executive officers and directors) that:

- (a) they have complied and will comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Applicable Afghanistan Anti-Bribery Laws, the UK Bribery Act 2010, the US Foreign Corrupt Practices Act and prevailing in the territory/country of Afghanistan ("Relevant Requirements") to the extent applicable to the Contractor, or the terms or implementation of, this Agreement;
- (b) it has and shall maintain in place throughout the term of this Agreement its own adequate policies and procedures that are aligned with the Relevant Requirements, and shall train its own employees on its policies and procedures, to ensure compliance with the Relevant Requirements, and will enforce its policies and procedures where appropriate; and
- (c) it shall immediately and in any case no longer than 3 days report to Etisalat any actual or suspected violations including any request or demand for any undue financial or other advantage of any kind that it receives in connection with the performance of this Agreement.

Etisalat or its auditors or Representatives may at any time audit Contractor's compliance with this Clause, and Contractor warrants its full cooperation with any audit, or subsequent investigation of suspected violations, including but not limited to, the timely provision of all relevant information, records, documentation and evidence requested by Etisalat.

13.3 ANTI-MONEY LAUNDERING

The Contractor represents and warrants that the Contractor /its Affiliates and each of its affiliated persons will refrain from engaging, whether directly or indirectly, in improper and/or illegal conduct, including money-laundering and terrorist financing; and, and will comply with Applicable Anti-Money Laundering Laws.

13.4 COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws, regulations and legal requirements, including without limitation, data and protection and privacy laws, and any disclosures and permissions required to share personal data.

Contractor shall comply with all applicable privacy laws in performing under this Contract. Contractor shall take reasonable steps to ensure that all personal data is protected against misuse, interference and loss, and from unauthorized access, modification or disclosure, and that the personal data it uses or discloses in relation to this Contract is up-to-date, complete, and relevant to the subject matter of this Contract. Contractor will ensure that any person to whom Contractor discloses personal data under this Contract does not do any act, engage in any practice, or omit to

do any act or engage in any practice which, if done, engaged in or omitted to be done by Contractor would constitute a breach of this Contract. Contractor acknowledges that personal data is also confidential information subject to the confidentiality obligations set forth in this Contract. If Contractor becomes aware of any breach of its obligations under this Clause, it shall notify the Purchaser as soon as reasonably possible

Contractor may contract with third parties to provide services on its behalf, provided that the Purchaser provides its written express consent and provided such third parties are subject to terms no less restrictive than the terms the Contractor is subject to under this Contract. Contractor shall be responsible for the performance of such third parties (including without limitation affiliates, contractors and integrators) and liable for any breach of this Contract by such third parties as if the respective breach was committed by the Contractor.

APPENDIX – 1

BID FORM.

To,

Etisalat Afghanistan,

.....

Kabul, Afghanistan

Attention; Contracts Co-ordinator.

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..... (Name of project) on the conditions of contract and specifications for the sum

of..... (Total Bid amount for goods 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 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 there under 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 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 vide No. ----- dated XX-XX-201X and undertaking for Supply ----- 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/
Offshore supplier**

For and on behalf of Etisalat

Afghanistan

WITNESS

APPENDIX – 4

TECHNICAL/COMMERCIAL COMPLIANCE SHEET

(Separate Sheet for each)

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

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

- Column-1 : For specifying the clause number to which the information in column 2 and 3 applies.
- Column-2 : For stating whether the tenderer's offered terms and conditions conforms to the clause in column-1 by using one of the following symbols.
 - A) : The tenderer's offered terms and condition fully conforms to the clause in column-1.
 - B) : The tenderer's offered terms and conditions do not fully conform to the clause in column-1.
- Column-3 : State the alternative only if the Symbol B has been used in Column-2. The benefit which EA will have, if such alternative is accepted, must be stated.

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

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

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

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

Simply signing of every page of bid 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.

APPENDIX – 5

PRICE SCHEDULE TABLE 1

FOR PRICES QUOTED ON FOREIGN PORTION ON CIP BASIS IN US \$ AND LOCAL PORTION IN AFGHANIS;

TOTAL BID PRICE SUMMARY

S. NO.	DESCRIPTION	FOREIGN PORTION (CIP)		LOCAL PORTION (DDP AFS)	TOTAL (AFS)
		US \$ (1)	Equivalent (AFS) (2)	(3)	(2+3)
1.	Equipment				
2.	Software				
3.	Services (Basis for calculation shall be clearly mentioned)				
	GRAND TOTAL				

Total bid price (AFS) _____

Signature of the bidder _____

(Seal of the bidding company)

NOTE:

Discount, if any, shall be clearly shown in price schedule. Discounts showed anywhere else except price schedule will not be considered.

The bidder shall also mention clearly the levy or exemption of Tax(s) on the Goods and or Services being offered. In case the bidder mentions the levy of Tax(s) and later on after the supply of Goods and or Services claims exemption, necessary reduction in price @ of applicable Tax(s) will be made at the time of payment.

Closing US \$ inter Bank selling rates prevailing on the bid opening date as declared by Da Bank of Afghanistan on that date will be considered for evaluation and contract purpose.

Appendix - 6

PRICE SCHEDULE TABLE 1A

FOR PRICES QUOTED ON FOREIGN PORTION ON CIP BASIS IN US\$;
 DETAILED BOQ ITEM WISE, IMPORTED GOODS TO BE SUPPLIED ON CIP BASIS

S. NO.	Item CODE/ referenc e No	Item Description	Qty	Foreign Portion (CIP) USD		
				Unit Price USD	Total Price USD	Freight & Marine Insurance

Closing US \$ inter Bank selling rates prevailing on bid opening date as declared by Da Bank of Afghanistan on that date will be considered for evaluation purpose.

M/s _____

Full address: _____

Tel & Fax No's: _____

(Seal of the bidding company)

PRICE SCHEDULE TABLE 1B

FOR PRICES QUOTED ON LOCAL PORTION ON DDP BASIS IN AFGHANIS
 DETAIL BOQ ITEM WISE, LOCAL PORTION GOODS;

S. No.	Item Description	Qty	Local Portion (DDP Afs)					
			Delivery Charges of Imported Goods from Port to Site Afs	Unit Price Afs			Sub Total Afs	Total Afs
Unit Price without Taxes Afs	Taxes Afs	Unit Price Including Taxes Afs						

(For Goods separate tables be used)

M/s _____

Full address: _____

Tel & Fax No: _____

(Seal of the bidding company)

Appendix – 7

For converting the quoted CIP price to DDP Price the landing factor shall be as under;

S #	Description	Price (USD)	Equivalent Afs
1	Bid Price CIP		
2	Custom Duties @		
3	Taxes @		
4	Port Handling Charges		
5	Clearing Agent Charges		
6	Local Transportation at the unit rate approved by Etisalat		
7	Landed Price DDP		

Annexure-A

Cybersecurity Requirements (if Applicable)

General Security Requirements:

1. Vendor must ensure their operating systems are up to date and is not End of Life/End of Support.
2. Vendor must ensure proper patch management of their servers in alignment with EA IT and Cybersecurity policies.
3. Vendor must ensure a licensed and standard AV solution is installed in all of their operating systems.
4. Vendor must ensure full cooperation and coordination with EA Cybersecurity team whenever required.
5. Vendor must not install any application without proper coordination and agreement of EA SOC Team.
6. The use of insecure cryptographic algorithms and protocols are strictly prohibited and all integrations and system communication must be based on secure and strong cryptographic algorithms.
7. Vendor must ensure strong protection of EA data stored on vendor's cloud.
8. Vendor must align all of their services and configurations in accordance to EA Information Security policies and standards.
9. Vendor must use and install only licensed applications.
10. The installation and Integration of servers must be aligned with IT and Cybersecurity requirements.
11. Vendor must not use/install any application/service that is not required.
12. Vendor must communicate any software installation with EA Cybersecurity team in advance.
13. Vendor must align their changes according to EA Change Management Policy.
14. Vendor must ensure all their operating systems are fully patched with the latest OS/Software updates.
15. Vendor must not use any OS that is/will be End of Life / End of Support in less than 3 year.
16. Only secure and strong cryptographic algorithms are allowed to be used in the vendor platforms.
17. System must support Role Based Access Control, and Rule Based Access Control
18. System must provide Strong authentication and authorization mechanisms
19. System must be capable of advanced logging mechanisms to ensure user activities are logged for audit and security purposes and the log must include all of the following at minimum.
 - Failed and successful logins
 - Modification of security settings
 - Privileged use or escalation of privileges
 - System events
 - Modification of system-level objects
 - Session activity
 - Account management activities including password changes, account creation, modification...
 - Event logs must contain the following details:
 - Date and time of activity
 - Source and Destination IP for the related activity
 - Identification of user performing activity
 - Description of an attempted or completed activity.
20. The system must support live log retention of 1 Year and backup up to 3 years.
21. System must be capable of encrypting the log files to ensure user does not modify or change the logs.
22. System must provide cryptographic algorithms such as AES 128/256 Bit, SHA 256/384/512 bits.

23. System must be secure against well-known attacks including but not limited to SQL Injection, XSS, CSRF, SSRF, Code Execution and other attacks.
24. Vendor system's password configuration must be aligned with EA Information security policies.
25. System must support integration with LDAP, IAM "Identity and Access Management" and PAM "Privileged Access Management" Solutions.
26. System must support external log synchronization mechanisms to push logs to another system for analysis such as SIEM and centralized log server.
27. The database must support the encryption of admin user's information with algorithms such as PBKDF2 and SHA256/384/512 bits.
28. The database platforms "if any" must support the encryption of data in-transit and at rest.

Important Note:

Bidders, vendors, and any concerned party shall fill all the fields in the below table, any missing or non-compliant item may cause disqualifying the proposed system from the Etisalat Security side.

No.	Description	Compliance (YES/NO/NA)	Comments
1	Etisalat Security Requirements		
1.1	The Contractor/Supplier/vendor to sign Non-Disclosure Agreement (NDA) with Etisalat before finalizing RFx/contract/POC agreement as per Etisalat NDA process.		
1.2	Contractor/Supplier/vendor equipment's (e.g. Servers, PCs, etc.) that are connected to Etisalat network must be securely wiped before taking out of Etisalat premises.		
1.3	The proposed/contracted system shall pass Etisalat Security Audit (Vulnerability Assessment/Penetration Testing) before go-live/service acceptance by Etisalat. Contractor/Supplier/vendor shall provide SLA for fixing Security gaps based on severity.		
1.4	Contractor/Supplier/vendor shall fix all security issues identified and reported by ETISALAT and/or Third Party Contracted to do the testing, with no additional cost		
1.5	Contractor/Supplier/vendor confirms that its products/solution are tested for weaknesses via methods such as Vulnerability Assessment, penetration testing, red teaming exercises and scans that check for compliance against the baseline security standards or security best practices, before the new product or any of its releases is delivered to ETISALAT. The Contractor/Supplier/vendor shall provide evidence/report of the security assessment/audit of the proposed solution.		
2	Security Architecture		
2.1	The Contractor/Supplier/vendor shall ensure that proposed solution shall comply with the applicable IT and Telecom Security standards (such as Afg. NESA (SIA) IA V2, Afg. DESC (ISR), Afg. TRA, 3GPP, ETSI, ENISA, CSA, NIST, PCI, ISO, GDPR etc.) The Contractor/Supplier/vendor shall confirm the applicable standard.		
2.2	The proposed solution shall support the latest operating systems and application versions. Contractor/Supplier/vendor to ensure proposed solutions will run the latest stable software, operating system, and firmware.		
2.3	The solution shall be designed with multi-tier architecture, (Demilitarized Zone (DMZ), middleware, and private network). Any system accessible from the Internet shall be on the DMZ and access to internal		

No.	Description	Compliance (YES/NO/NA)	Comments
	sensitive data shall be secured through the middle tier application proxy.		
2.4	The proposed solution shall not impact or relax existing Etisalat security control or posture.		
2.5	The performance of the proposed system shall meet the business requirements without disabling or removing any existing security control		
2.6	The Contractor/Supplier/vendor shall provide only secure methods of communication such as HTTPS, SFTP, SCP, TLS1.3, IPSEC, SRTP, SSH v2, SNMPv3 between the proposed nodes. Non-secure protocols such as Telnet, HTTP and FTP shall not be used.		
3	Password Security		
3.1	All Operating Systems (e.g. Linux and Windows) shall be hardened according to well-known standards such as, but not limited to NIST, CIS security benchmark, and NSA.		
3.2	The proposed system includes password management module that supports the following features:		
3.3	Setting the minimum password length		
3.4	Password complexity, and not accepting blank passwords		
3.5	Maximum password age and password history		
3.6	Account lockout		
3.7	Enforce changing password after first login		
3.8	Prompt / notify for the old password on password changes		
3.9	The password shall be saved in hashed format (i.e. irreversible encryption)		
3.10	Forgetting or resetting password function shall support using OTP or email for verification		
4	Authentication		
4.1	The proposed system shall not provide access without valid username and password.		
4.2	All user access to the proposed system shall support Privilege account Management (PAM) integration.		
4.3	For public web applications, the proposed system supports and uses CAPTCHA or OTP to prevent password dictionary attacks		
4.4	For mobile applications, the proposed system shall support and uses fingerprint authentication method		
4.5	The proposed system supports and uses secure authentication protocols, like Kerberos, LDAP-S, NTLM V2 and above, HTTPs (for web applications)		
4.6	The proposed system will not use insecure authentication protocols, like NTLM v1, HTTP (for web applications)		
4.7	The proposed system shall support session timeout settings		
4.8	The proposed solution shall support secure API architecture to integrate systems to exchange data where deemed necessary.		
5	Authorization		

No.	Description	Compliance (YES/NO/NA)	Comments
5.1	The proposed solution shall support role-based access controls that includes access profiles or security matrix (i.e. Role Name VS. Access Permissions)		
5.2	The proposed system supports role-based access permissions, i.e. Administrator, Operator, Viewer, User...		
6	Software Security		
6.1	The software development and testing will not run on the production systems, and will be running in an isolated environment		
6.2	The software source code will not include clear-text passwords		
6.3	The software code will not include insecure protocols, like FTP, telnet ...etc.		
6.4	The software testing will not use live/production sensitive or PII data unless it's masked as Etisalat security policy		
6.5	The proposed system enforces input and output validation to prevent security attacks, like SQL Injection, Buffer Overflow...etc.		
6.6	For web portals, the proposed system includes all security controls to prevent / protect from OWASP Top 10 security attacks and risks		
6.7	For mobile application, the proposed system shall include security checks / controls to protect from mobile attacks, like SSL Pinning, Jailbreak, Anti-debug, Anti-hooking, and Advanced Obfuscation...		

No.	Description	Compliance (YES/NO/N A)	Comments
7	Security Event Logging		
7.1	Proposed systems shall support standard logging protocols such as CIFS/Syslog/CSV logs files		
7.2	The system shall generate and support audit logs that contain the following fields (as a minimum): a) Username b) Timestamp (Date & Time). c) Client IP Address d) Transaction ID & session information		
7.3	The proposed solution shall support the integration with Etisalat NTP for time synchronization and accurate logging.		
8	Public Cloud Security		
8.1	Etisalat customers' and staff personal data (PII: name, contacts, address, Emirates ID, Passport number, Nationality ...) is encrypted at rest and in transit using a strong industry-standard encryption protocol		
8.2	The Public Cloud setup that stores PII information shall be hosted in the Afghanistan		
8.3	The Public Cloud setup is hosted in a dedicated tenant for Etisalat (i.e. not shared)		
8.4	The Public Cloud data Center shall not be moved to another country or location without prior coordination and approval from Etisalat		
8.5	All Etisalat data will be permanently erased from the Public Cloud on termination of the service or support agreement		
8.6	The proposed Cloud system supports Etisalat Cloud Access Security Broker (such as Microsoft MCAS, Netskope CASB)		
9	Virtualization and Container Security		
9.1	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.		
9.2	The proposed solution shall support integration with Etisalat/Leading Container Security Solution, where applicable, to scan the container images and ensure malware protection of CI/CD pipeline.		
9.3	Suppliers must inform EA Cybersecurity of any non-conformity with defined EA policies and processes that are agreed upon in advance to acquire a written approval from EA Cybersecurity Department or senior management as required otherwise Supplier will be responsible for all the potential losses		

Annexure B

TECHNICAL SOW-SMSC SWAP

1. HIGH LEVEL

- Etisalat Afghanistan is looking to swap its existing SMSC (Short Message Service Center) to a new advanced version to fulfill the legacy and new technical demands of the market for SMS service.
- Bidder has to consider the Hardware as a part of the Technical + Commercial proposals to cover the Signaling Units as well.
- The bidder shall undertake the complete implementation of the new SMSC end to end.
- The new SMSC shall be capable of providing API for all types of SMS communication including but not limited to A2P, P2A, A2A.
- The bidder shall propose the bid for two options for the swap, with HW and without HW. In the case of without HW, the bidder shall share the required BoM with Etisalat Afghanistan (EA).
- The new SMSC shall be deployed in PR+DR mode.
- The new SMSC should support an initial TPS capacity of 4000 SMS/Sec for both sites with possible expansion of 30% of license without the need for additional resources and with the possibility for adding new additional resources for additional licenses.
- Internal redundancies within the PR/DR sites to be considered as minimum N+1
- Recovery Time Objective (RTO) – 4 hours.
- Recovery Point Objective (RPO) – 90% within the RTO
- The bidder shall consider integration of all existing EMSEs integration in the scope of the project.
- The contractor shall submit a weekly progress report identifying the progress to date about the current plan of work, specifying areas where remedial actions may be required to maintain the current plan of work stating clearly whether the planned completion date will be achieved or will be revised to a new planned date in case of major delay.
- The bidder/contractor shall assign adequate and necessary manpower (Project Manager, Technical engineers) dedicated to this project to fulfil the implementation requirements.
- The above-mentioned Engineering Support staff will be fully dedicated to the project and will not be assigned any unrelated tasks by the Contractor.

2. SMSC GENERAL FEATURES.

- SMS Online & Offline Query
- SMS Online & Offline Query for longer period of minimum one year.
- SMS-C Alarms for all the SMSC platform
- Logs storing, backup and recovery plan.
- Support for P2A, P2P, A2P, and A2A
- Sending Short Messages through MSC/VLR
- Sending Short Messages through SGSN
- Receiving Short Messages through MSC/VLR
- Receiving Short Messages through SGSN
- Retransmitting Short Messages
- Retransmitting High-Priority Short Messages

- Retransmitting Short Messages when the MS is Reachable
- Sending Point-to-Point Short Messages
- Sending Short Messages to International Subscribers
- Message Exchange between ESME, SMPP Agent, and SMSC.
- CELL ID capturing end to end up to the EMSE.
- Location based SMS sending.
- MT Charging mechanism
- API Based connectivity.
- Binding 2 short codes with one SMPP account
- Per ESMEs Traffic calculation for used TPS.
- Dashboard view for live traffic per ESMEs and P2P users.
- Load Sharing between the servers and switches for the SMSC platform traffic.
- Load control of the SMS traffic
- Home Routing
- CLI restrictions per EMSE
- Live Traffic Monitoring, ESME links monitoring and operations.
- System Performance Monitoring Tool.

3. **SYSTEM CAPABILITIES:**

- Capability to connect with MSC.
- Capability to connect with Billing interface for SMPP+ charging.
- Capability to connect with SIGTRAN.
- Capability to connect with HLR.
- Capability to connect with NTP.
- Capability to connect with SNMP.
- Capability to connect with Mediation through SFTP and EDWH through DB Link
- Capability to connect with CRM.
- Capability to connect with SGSN/GGSN
- Capability to connect SCCP GW
- Capability to connect SMS Hubs and Aggregators
- Capability to connect SMS FW
- Capability of to support CAMEL and HTTP
- Capability of IMS SMS

4. **DOCUMENTATION and TRAINING**

- The bidder/contractor undertakes to provide adequate numbers of complete Documentation including Operations, Maintenance & Service manual for each of the supplied equipment/ systems, in CDs as well as hard copies, along with the delivery of the System.

- SMS-C Product Description
 - SMS-C Process Description
 - SMS-C Configuration Guide
 - SMS-C Performance Metrics
 - SMS-C Configuration Guide
 - SMS-C Routine Maintenance
 - SMS-C Troubleshooting
 - SMS-C CDR Reference and logics for encryption and decryption.
 - SMS-C Signaling Trace (Signaling Unit point)
 - Service Processing Module
- Unless otherwise specified by Etisalat-Afghanistan, all documentations shall be in the English Language.
 - The documentation shall be supplied by the Contractor for all elements of the system as per the General specifications of the tender and contractor's compliance which forms integral part of this contract and shall be valid for both contracted equipment (including third party equipment) supplied as part of the contracted System.
 - The bidder shall consider 4 seats and 2 weeks class-based training for EA's technical staff.
5. **DELIVERY METHOD:** The Contractor should deliver SMSC equipment to Afghanistan and the custom clearance would be done jointly and the contractor shall deliver the purchased Hardware to Etisalat premises.
6. **INFRASTRUCTURE (VIRTUALIZED BASED):** The system and software shall be compatible with the Virtualized based infrastructure. In case EA's is providing the infrastructure, the contractor shall share the full details in the BoM related to disk space, memory, CPU, storage and overall VMs dimensioning.
7. **AUTOMATIC FAILOVER:** The system shall have automated mechanism of both in Hardware and Software levels for failovers to ensure the service availability and business continuity.
8. **BACKUP AND RESTORATION:** The system should come with the capability to backup configurations and based on EA's requirement, and restoration to happen when needed without any issues.
9. **SYSTEM REDUNDANCY AND RELIABILITY**
- The contracted equipment shall be completely redundant to provide a very high degree of availability (99.99%). should have built-in redundancy and failover mechanisms to ensure high availability.
 - Geographic Redundancy should support geographically distributed deployments, allowing for redundancy across two locations or data centers.
 - Load Balancing: should employ load balancing techniques to distribute traffic evenly across multiple servers or nodes.
 - Disaster Recovery: should have a well-defined disaster recovery plan in place to handle major disruptions, such as natural disasters or catastrophic failures.
 - The system should have redundant network connectivity, utilizing multiple network links or carriers to ensure continuous communication and minimize the impact of network outages or disruptions.

- As per EA's Business Continuity Plan and Preventive Maintenance procedure, PR-DR synchronization to be real time and a minimum of one DR Drill per year and quarterly Switchover to Standby nodes must be conducted.
- The system shall provide remote testing, integration, and software upgrade for all the contracted system elements from the OSS, which can be carried out without the requirements of a visit to the site.
- Monitoring and Alerting: should include robust monitoring capabilities to track system performance, health, and availability in real-time.
- Regular Maintenance and Updates: should have a documented maintenance and update schedule for the SMSC system, including patch management, security updates, and firmware upgrades.
- The system shall provide an external drive, which will be used for an external backup. The following type of backup shall be provided by the system.
- OSS System backup including the operating system, database, and log file.
- Alarm, events, and statistics backup.
- The Contractor shall guarantee the reliability and good performance of the System in terms of handling all the traffic measurements, traffic observations, alarms, and messages for all the system elements contracted under this contract. In case of any degradation in the performance, the Contractor shall provide an immediate solution at no additional cost to Etisalat-Afghanistan.
- The Contractor shall guarantee the reliability and good performance of all contracted system modules/sub-modules equipment's. The failure rate for a module/sub-module shall not exceed 1% of a total working modules/sub-modules per year. If the failure rate exceeds this limit, the Contractor shall provide a solution (such as redundancy) within one month from the date of exceeding the failure rate at no extra cost.
- The contracted System elements shall be capable of detecting very high peaks of loading on the system (70%) due to abnormal traffic conditions. Upon the detection of an overload a 'load shedding' procedure shall be invoked which shall, in stages and under the control of the overload software, degrade the system to an extent determined by the degree of overload.
- The contracted System elements shall support a self-testing diagnostic on all hardware equipped in the system, which shall be started automatically by the System after any abnormal behavior on the hardware.
- If the contracted OSS fails to support any of the functionalities as per Technical Specifications and as per compliance of the Contractor, the Contractor shall provide an immediate solution at no additional cost to Etisalat-Afghanistan.

10. SYSTEM PERFORMANCE

- The Contractor shall be responsible for any degradation caused by the performance of the contracted equipment or any of its part (Hardware, Software, Application, Database, and Operating System). Hence, the Contractor shall provide full solution for any degradation at no additional cost to Etisalat-Afghanistan, within one month of the date of first appearance of the problem.

11. INTERFACES & INTEROPERABILITY:

- The Contractor shall guarantee full compatibility and interoperability of the supplied equipment with Etisalat-Afghanistan existing / concurrent multi-vendor equipment with standard interface, infrastructure, and GSM,3G,4G & IOT 5G Network, which are compliant with the GSM and 3GPP standards.
- The contracted System shall support integration with multi-vendor equipment with standard interface and API based.

- The contracted System shall integrate easily and efficiently with Etisalat-Afghanistan existing / concurrent infrastructure.
- The Contractor shall be responsible to resolve any problem that may arise because of integration of any of the Contractors Network equipment's with Etisalat Afghanistan GSM, UMTS, 4G, 5G and IOT network provided by any other vendor(s).
- In case of any Interoperability problem with the equipment's of other contractor, the Contractor shall carry out required analysis/ upgrades and ensure that the Contractor's equipment(s) are not responsible for the problem.
- In order to allow proper integration of the contracted equipment with other contractor' network, standard interfaces shall be provided without any additional cost to Etisalat Afghanistan, which shall comply with Etisalat-Afghanistan relevant recommendation including any compatibility test required for this integration.
- The contracted Network equipment's shall be capable of integrating with multi-vendor GSM, UMTS, 4G, IOT, VAS and Internet equipment(s). If any problem is encountered due to the contracted equipment dial form or due to non-conformance with IETF, ETSI/3GPP standards, the Contractor shall find a proper solution within a reasonable time. If the solution involves any software configuration/ modification on the contracted equipment and is within the capacity and capabilities of the equipment, then the Contractor shall provide the solution at no additional cost to Etisalat Afghanistan. Upon the Contractor's request, Etisalat-Afghanistan shall provide the available specifications and parameters, necessary for the above integration.

12. SOFTWARE RELEASES/FEATURES & UPGRADE

- The contracted System shall be scalable and upgradeable to support future growth of subscribers, new resource intensive applications and shall comply with future GSM specifications, services, and enhanced features.
- Any planned system HW/SW upgrades shall be implemented with minimum service interruption.
- The contracted System shall be modular and expandable both in capacity and in services / features.
- The Contractor shall provide, at no additional cost, all hardware, software, and additional development that are found necessary for implementing those features into the contracted SMSC equipment.
- Software support and modifications considered necessary by Etisalat-Afghanistan due to the design defects/bugs either with the operating system of/or related to the applications shall be guaranteed for the life span of the equipment. The Contractor shall notify Etisalat-Afghanistan immediately on identification of the effect and shall arrange to effect immediate correction. The correction notification shall be made known to Etisalat-Afghanistan prior to the installation of the correction to enable smooth transition/correction of the bugs/design defects.
- All features available in the current SW Release shall be included in the upgrade (besides the new features available to the upgrade SW Release) and all features available in upgrade SW Release shall be included in the next SW Release and henceforth.
- The Final Acceptance Certificate (FAC) shall be issued upon the successful implementation of the latest Software Release in all the contracted network elements. In the event of a delay in implementing the latest SW release, the duration of the delay shall be added as an extended warranty over and above the agreed warranty period for the System.
- The Contractor immediately upon its availability shall provide all new Software Releases features list.

13. TESTING AND DEBUGGING

- The Contractor shall, jointly with Etisalat-Afghanistan, conduct tests on the Hardware and Software installed. The Contractor shall also remove any bugs/ discrepancies and replace/ vulnerabilities/ modify the defective hardware, software, application components, and re-run the acceptance tests again until all the tests are successfully concluded.

14. CYBERSECURITY:

- Etisalat Afghanistan will be committed to secure better the hardware and software machines with no risk or attack to protect and need to be installed EA IT Tool Securities in EA SMSC Servers, Applications, SSL certificates required to be applied for local or public URLs.
- In case of any scanning and online session need the contractor to be available 24/7 to trouble shoot high and vulnerabilities to be remediated immediately from any risks
- The system should support the Cybersecurity tools including but not limited to S1 and NESSUS.
- The system should support integration with Cybersecurity systems including but not limited to Signaling FW, SIEM, IAM, PAM and NAC.
- The system shall support authorization, access control and security reporting functions.
- The system shall be able to create a flexible access profile for each user, which will allocate access to specific tasks in the system.
- The security shall provide the following main access categories:
 - System super user (root)
 - Application administrator
 - Database administrator
 - Normal User
 - Other required roles availability
- The bidder/contractor must ensure their operating systems are up to date and is not End of Life/End of Support.
- The bidder/contractor must ensure proper patch management of their servers in alignment with EA IT and Cybersecurity policies.
- The bidder/contractor must ensure a license and standard AV solution is installed in all their operating systems.
- The bidder/contractor must ensure full cooperation and coordination with EA SOC "Security Operations Center" team whenever required and deemed appropriate.
- The bidder/contractor must not install any application without proper coordination and agreement of EA SOC Team.
- The use of insecure cryptographic algorithms and protocols are strictly prohibited, and all integrations and system communication must be based on secure and strong cryptographic algorithms.
- The bidder/contractor must ensure strong protection of EA data stored on vendor's cloud.
- EA's data stored on vendor cloud must be destroyed whenever required and requested by EA.
- The bidder/contractor must align all of their services and configurations in accordance to EA Information Security policies and standards.
- The bidder/contractor must use and install only licensed applications.
- The installation and Integration of servers must be aligned with IT requirements.

- The bidder/contractor must not use/install any application/service that is not required.
- The bidder/contractor must communicate any software installation with EA SOC team and get approval.
- The bidder/contractor must align their changes according to EA Change Management Policy.
- The bidder/contractor must ensure all their operating systems are fully patched with the latest OS/Software updates.
- The bidder/contractor must not use any OS that is/will be End of Life / End of Support in less than 1 year.

15. WARRANTY PERIOD

- The Contracted System including all its components shall be covered by warranty throughout the implementation period(s) and for a period of twelve (12) calendar months, commencing from the date of issuance of the Provisional Acceptance Certificate (PAC) by Etisalat Afghanistan.
- All new major releases and minor update revisions for any of the supplied software components, as and when these are issued for general deployment, shall be provided free of charge during the warranty period.
- The Contractor at no cost to Etisalat Afghanistan shall replace any unit or component, which fails during the installation/warranty period.
- The Contractor undertakes to provide Etisalat Afghanistan, full Warranty Support Services by qualified Engineer(s) based in Afghanistan for the complete contracted System / Network, during the entire implementation and warranty period, within the contracted cost. If there exist unresolved snags and problems with the contracted System at the end of the warranty period and which affects the System performance / functionality, then the warranty Support shall be extended by the Contractor at no additional costs, until such snags are resolved to the satisfaction of Etisalat-Afghanistan. Such engineer(s) shall provide within a reasonable time solutions to problems, clearing of system faults and answers to technical questions concerning the supplied equipment. This service will be offered at no cost to Etisalat-Afghanistan.
 - The Contractor undertakes the responsibility of providing Technical Support Service to Etisalat-Afghanistan by qualified Technical Support staff based in Afghanistan, during the entire warranty period of the System. Such Technical Support staff shall be capable of providing solutions to problems, clearing of system faults and answers to technical questions concerning the supplied equipment within reasonable time limits.
 - In addition to local technical support, “tele-assistance” from Contractor’s nominated support office shall also be available on 365/366 days of the year on 24 hours basis, at no additional cost to Etisalat-Afghanistan during the entire warranty period.
 - In addition to the above, according to agreed SLA, the Contractor shall resolve all faults reported in writing by Etisalat-Afghanistan within a time frame.
 - The Contractor shall make available compatible replacement spares and proprietary components for a period of 15 years for the contractor products or 3rd party products.
 - If the performance of the Contractor’s Engineering Support staff is not found standard, the Contractor shall provide a replacement within four weeks from the date of such notification by Etisalat-Afghanistan.

16. REPAIRS / REPLACEMENT OF FAULTY UNITS

16.1 Replacements under Warranty:

- In case the HW is provided by the Contractor, the Contractor at no cost to Etisalat-Afghanistan shall replace any unit or component, which fails during the installation/warranty period.
- The Contractor shall make provision of sufficient spare equipment in the Contractor's local offices in Afghanistan so that any faulty equipment can be replaced immediately (within 6 hours) from the time of the first notification made by Etisalat-Afghanistan or the time when fault has become apparent.
- Etisalat-Afghanistan stock of spares shall not be utilized during warranty for replacements.
- A fault report shall be provided for each repaired unit.
- The Contractor shall provide every month a statistical report covering all types of faulty units/sub-units.
- Equipment is repaired or replaced (during warranty) by the Contractor shall be warranted for the remainder of the original warranty period or twelve (12) months from the date of replacement, whichever is longer. Date of repair shall be clearly inscribed on such units.

16.2 Replacements, Repair and Return – Out of Warranty

- Throughout a period of fifteen (15) years from issuance of the last FAC of the last Order, the Contractor shall accept any faulty unit for repairs at fixed rate specified in clause here below.
- Repair/replacement charges for items shall not exceed 25% of the relevant last discounted FCA unit price of the unit/sub-unit.
- The Contractor shall propose procedures to be adopted for the repair of out of warranty damaged/faulty parts, prior to the end of the warranty period.
- Repair turnaround time shall not exceed three months from the date faulty unit is received at the Contractor's facility. The freight charges will be reimbursed to the Contractor at actual.
- If the faulty units are forwarded by Etisalat-Afghanistan to the Contractor's repair facility, the Parties shall mutually agree the procedure.
- A fault report shall be provided along with the repaired equipment.
- If the return of the repaired equipment to the Contractor's warehouse (according to repair documentation forwarded to Etisalat-Afghanistan) is delayed then the Contractor shall be penalized at the rate of 10% of the repair cost of the item per week/part of the week so delayed, up to a cumulative maximum of 10 weeks.
- The repaired unit shall be guaranteed for a period of 12 months from the date of receipt of the repaired item at the Contractor's warehouse. The date of the repair shall be suitably indicated / labelled on the repaired units and date of delivery shall be indicated in the invoice, with documentary evidence.

17. MAINTENANCE & SUPPORT SERVICES:

- The contractor shall be responsible for Network Operation & Maintenance services and Network Planning & Optimization services, from the date of issuing the RFS and continue without any extra cost.

18. SLA – SERVICE LEVEL AGREEMENT:

EA is committed to having a highly available service to its customers so the SMSC providing SMS as a basic service should support high availability. Accordingly, the contractor must take full responsibility on the Service Level Agreement as mentioned below:

	Severity		
	Critical	Major	Minor
	The entire system is down. OR Key application is down	Part of the system is down. OR Degraded performance OR Incorrect behavior in key application	Faults which do not result in downtime of system or application. OR UI issues
Response Time	15 minutes	30 minutes	90 minutes
Tech Support (24*7) Services Availability	24/7	24/7	8/5
Time to recover service to operational condition. (For software issues)	90% within 4 hours 100% within 6 hours	90% within 8 hours 98% within 24 hours	On best effort basis
Time to Recover service. (For hardware issues)	Within 48 hours on best effort basis	Within 96 hours on best effort basis	On best effort basis

19. SPARE PARTS

- In case the HW is provided by the Contractor, the Contractor shall guarantee the availability of spare components, units, sub-units, compatible equipment's, and replacement parts, for the System, for a period of minimum 5 years for contractor Products and the same for third party Products, from the date of the Final Acceptance Certificate of the last order.
- In case of technology change, prior nine months' notice shall be given to Etisalat Afghanistan in order to examine the feasibility of bulk procurement of such parts.
- All spares provided and/or that will be provided under this Contract shall have a warranty of 12 months starting from the date of receipt at The Contractor's warehouse. The date of manufacture shall be clearly indicated on the spares. The printed circuit boards/equipment shall not be manufactured earlier than six months from the date of delivery; otherwise, the additional period over and above the six months will be added to the period of the original warranty to define the actual warranty period of the unit.

The following Information must be submitted with offer.

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

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