

## **INVITATION OF PROPOSAL**

### **No. EA/02-04-2024**

#### **Providing Training Services for Etisalat Afghanistan staff**

Offers are invited from companies of repute or their authorized agents for “**Providing Training Services for Etisalat Afghanistan staff**” according to Etisalat Afghanistan Scope of Work as per RFP. Bid Documents are available in Etisalat head office and can be obtained from “Director Procurement”, Foreign Companies from outside of Afghanistan and Local Companies can submit their offer by email or in sealed envelope to Etisalat Main Office, Ihsan Plaza Share Now.

2. Proposal can be submitted in sealed envelope to Etisalat Afghanistan Main Office Ihsan Plaza, Shahr-e-Naw Kabul or can be shared through email ([eahmadzai@etisalat.af](mailto:eahmadzai@etisalat.af)) by **30<sup>th</sup> January, 2024**. Sealed bids shall be submitted in envelope marked as “**Providing Training Services for Etisalat Afghanistan staff**” Or if you are sharing through email please clearly indicate “**Providing Training Services for Etisalat Afghanistan staff**” on the subject line of your email.

3. Offer received after the above deadline shall not be accepted.

4. Etisalat Afghanistan reserves the right to accept or reject any or all bids and to annul the bidding process at any time, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the affected bidder(s) of the grounds for Etisalat Afghanistan action.

5. All correspondence on the subject shall be addressed: Emal Ahmadzai, Specialist Procurement and Contracts, Email; [eahmadzai@etisalat.af](mailto:eahmadzai@etisalat.af) , Phone: 0781204100.

6. The Bidder should register their Company with Etisalat Afghanistan (EA) before submission of their proposal and it is mandatory. Please download the vender registration form (VRF) from EA Website (<https://www.etisalat.af/en/about-us/doing-business-with-us/tenders>) and submit the signed and stamped VRF along with below required documents to EA Procurement Department or can be share via email as well.

7. Registration Documents: 1- Signed and stamped VRF 2- Company Profile 3- Business License 4- President and Vice President ID Cards/Tazkira Copies 5- Article of Association اساس نامه

**Ihsanullah Zirak**

Director Procurement & Contracts

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

E-mail: [Ihsanullah@etisalat.af](mailto:Ihsanullah@etisalat.af)

# INVITATION OF PROPOSALS

FOR

**Providing Training Services for Etisalat Afghanistan**

**AS PER ETISALAT AFGHANISTAN SCOPE OF WORK**

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

RFP #: EA/02-04-2024

Dated: January-2024



## List of Annexure

### Annexure A – Training details and Prices

## 1 DEFINITIONS

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

### 1.1.1. Terms

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

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

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

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

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

**“Contract”** means the Contract between Etisalat Afghanistan (EA) and the Consultant 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 Consultant 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's/Systems/Material/Items and Services on time and to cost under this contract to EA.

**“Contractor's Representative”** means the person nominated by the Consultant, 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 Consultant under the Contract for the full and proper performance of its contractual obligations.

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

**“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 Consultant 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).

“**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 Consultant in writing.

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

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

“**LC**” means an unconditional irrevocable letter of Credit opened by EA at EA's Cost or at Contractor's/Supplier's cost as specified in the contract.

“**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 the award of tender.

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

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

“**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.

“**Scope of Work (SOW)**” shall mean the details of Services required to be delivered.

“**Services**” means any scope of contract, which relates to supply, warranty, and other services and obligations of the Supplier/Consultant as provided in the Contract.

### 1.1.2. Interpretations

Words importing persons or parties shall include firms, 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.

### 1.1.3. 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.

**1.1.4. Persons**

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

**1.1.5. INCOTERMS - 2010**

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

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

**1.1.6. Joint Venture or Consortium**

If the Consultant 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.

**1.1.7. 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

Proposals are invited for “**Providing training services to Etisalat Afghanistan staff**” in accordance with EA Scope of Work as per **Annexure-A**.

The award of the Consultancy Services will be on the basis of compliances to EA Scope of Work and price wise lowest bid. In cases where EA finds a better technical solution/offer and strength of bidder to provide services, lowest price will not be the criteria for award.

The Services as specified in the Scope of Works shall be provided as per project milestones.

The prices quoted shall be firm and final throughout the contract execution period until issuance of FAC and afterwards for repeat order as per contract terms and conditions.

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

### INSTRUCTIONS FOR BIDDING

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

- i. Definitions.
- ii. Instructions for bidding.
- iii. Conditions of Contract.
- vii. Commercial / Technical Compliance Sheet.
- viii. Scope of Work.

### 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 the 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.

### GENERAL INSTRUCTIONS

The Bidder is expected to examine all instructions, forms, terms and conditions 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.

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

### DOCUMENTS TO BE SUBMITTED

The bid shall comprise the following documents:

### **Volume-I: 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 at annexure.
  
- d) **Price Schedule**  
The Bidder shall complete the appropriate Price Schedule furnished in the Bidding Documents, indicating for the Services to be supplied, a brief description of the Services, item wise detail of services and the prices.

### **Volume-II: Technical Proposal**

Besides compliance to Scope of work (items/details wise) the proposal shall comprise the following documents as well:

#### **Compliance to the Scope of Works,**

#### **Company's profile and technical expertise as follows:**

- i. Company history, background
- ii. Registered offices and contacts within Afghanistan and abroad.
- iii. Organization.
- iv. Management and staff strength.
- v. Areas of specialization.
- vi. References.

### **FORMAT AND SIGNING OF BID**

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

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.



### 3 COMMERCIAL TERMS

#### 3.1 BID CURRENCY

Bid price shall be inclusive of all Taxes as applicable and quoted in Afghani or USD currency.

##### 3.1.1 BID PRICE

3.1.2 The bidder shall quote the prices as per Table-1.

3.1.3 The price of the offered Services shall be inclusive of all applicable Taxes and delivery charges up to the final site.

3.1.4 The bidder shall also mention clearly the levy or exemption of Tax(s) on the offered Services. In case the bidder mentions the levy of Tax(s) and later on after the supply of Services 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 of Service). 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.

3.1.5 The Price Schedule shall be completed strictly in accordance with the Scope of Work. In case the price schedule is in different format than the SOW 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.

3.1.6 Cost of Services provided in Afghanistan shall be offered in Afghani or USD.

3.1.7 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.

## **4 PERIOD OF VALIDITY**

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.

### **VALUATION OF BIDS**

#### **4.1.1 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.

#### **4.1.2 INFLUENCING EVALUATION**

**4.1.3** No Bidder shall contact EA on any matter relating to its bid, from the bid opening till the time the contract is awarded.

**4.1.4** 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.

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

**4.1.6** 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.

**4.1.7** The bidder shall provide a certificate duly attested to the affect 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.

## 5 AWARD OF CONTRACT

### 5.1.1 AWARD CRITERIA

- 5.2 EA will award contract to the successful Bidder whose bid has been determined substantially responsive and has been determined as the lowest evaluated bid, 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.

### 5.2.1 ASSESSMENT OF PERFORMANCE

During evaluation, EA will check the similar Services provided by the Bidder to other agencies. EA reserves the right to reject bid, which in the opinion of EA do not meet substantially the requirements as specified.

### 5.2.2 PURCHASERS RIGHT TO ACCEPT ANY BID & TO REJECT ANY OR ALL 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.

## 5.3 NOTIFICATION OF AWARD

- 5.3.1 Prior to the final expiry of the period of bid validity, EA will issue a letter of Intent (L.O.I) notifying the successful bidder in writing by registered letter or e-mail, to be confirmed in writing that its bid has been accepted.
- 5.3.2 The issuing of the L.O.I 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 Lol.

## 6 CONDITIONS OF CONTRACT

### 6.1.1 APPLICABLE LAWS

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

### 6.1.2 TAXES

The Consultant shall be responsible for all applicable taxes, license fees, Insurance, freight charges, local transportation, handling and other incidental charges etc. incurred or accrued until the final delivery of the Services or other obligations regarding Services.

**6.1.3** Any increase or decrease in the rate of Tax(s), (if any) shall be to the cost or benefit of the EA till final execution of the contract

**6.1.4** Withholding tax (if applicable) shall be deducted as per prevailing rates as notified by Islamic republic of Afghanistan.

**6.1.5** The Consultant 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 Consultant for execution and performance of the contract.

### 6.1.6 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.

### 6.1.7 NOTICES

**6.1.8** 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.

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

### 6.1.10 CORRESPONDENCE

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

1. Emal Ahmadzai ([eahmadzai@etisalat.af](mailto:eahmadzai@etisalat.af))

### 6.1.11 INTELLECTUAL PROPERTY RIGHTS

The Consultant 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.

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 Consultant under the contract is made or in the contractor's reasonable opinion is likely to be made, the Consultant may at its own expense modify or replace the service, software and equipment, without detracting from overall performance, the Consultant making good to the EA any loss of use during modifications or replacement, so as to avoid the infringement.

#### **6.1.12 AFFIRMATION**

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.

- a. The Consultant declares and affirms that:  
The Consultant 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 Consultant 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 Consultant 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 Consultant shall sign a declaration on his Letter Head as per specimen annexed.

#### **6.1.13 RESPONSIBILITIES AND OBLIGATIONS**

The Consultant shall deliver the Services as defined in the contract.

The Consultant 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.

#### **6.1.14 ASSIGNMENT**

The Consultant 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 Consultant from any liability or obligation under the contract.

#### **6.1.15 SUB-CONTRACTS**

- i. The Consultant 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 Consultant from any liability or obligation under the contract.
- ii. Sub-contractors must comply with the provision(s) contained within the Bid Documents.

#### **6.1.16 CONTRACT AMENDMENTS**

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

## 7 PAYMENTS

**7.1 The method, conditions and schedule of payments as mentioned in the following clauses shall be applicable.**

**7.1.1** EA shall make prompt payment, within thirty days of submission of an invoice/claim by the Consultant subject to availability of pre requisite documents specified under the contract and adjustment of penalty (if any) on account of late delivery and/or making good defective Services. Confirmation for this shall be from Project Director.

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

### **7.1.3 SCHEDULE OF PAYMENTS AND PENALTY.**

Schedule of payment will be on any of the following two options;

- a) 100% payment on delivery of Services as per Scope of Work/deliverables and acceptance by EA as specified in the contract and issuance of SRN.
- b) Based on meeting Key Point Indicators or Milestones as specified.
- C) 80 – 100% favorable response from the participants will get 100% of the payments.
- D) 60 - 79% favorable response will get 80% of the payments.
- E) 50 – 59% favorable response will get 50% of the payments.
- F) Below 50 % favorable response will not receive any payments.

## **8 DUTIES & RESPONSIBILITIES**

### **8.1.1 AMICABLE SETTLEMENT**

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

**8.1.3** EA and the Consultant 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.

**8.1.4** 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.

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

**8.1.6** 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.

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

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

**8.1.9** 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. FORCE MAJEURE**

**9.1** Notwithstanding the provisions of the paragraph 9.2, and 9.3, the Consultant 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.



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

If a Force Majeure situation arises, the Consultant 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.

## **10. INDEMNIFICATION**

10.1 Consultant 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 Consultant or its agents or employees. Consultant agrees to give EA prompt notice of any possible liability.

10.2 if the Consultant 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 Consultant under this contract shall be limited to the Total Contract Price.

## **11. TERMINATION OF CONTRACT**

### **11.1 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 Consultant terminate this contract in whole or in part;

If the Consultant 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.

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

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.

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, Services similar to those undelivered, and the Consultant shall be liable to EA for any excess costs for such similar Services. However, the Consultant shall continue performance of the contract to the extent not terminated.

### **11.2 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 Consultant if the Consultant becomes bankrupt or otherwise insolvent.

### **11.3 TERMINATION FOR CONVENIENCE**

EA may by written notice sent to the Consultant 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.

## **12. LIQUIDATED DAMAGES**

Subject to paragraph 9 (Force Majeure), if the Consultant fails to deliver any or all 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.

The Consultant 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 two percent (2%) 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.

The value of all Services or part delivery of Services 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 Consultant shall be deducted from the invoice(s) submitted by the Contractor. The imposition of liquidated damages upon the Consultant and its payment shall not absolve the Consultant from its obligations to deliver or from any other liabilities or obligations under the contract.

### 13. EFFECTIVE DATE OF CONTRACT

This contract shall become effective from the date of signing of contract.

### 14. NOTICES

All notices and any other writings in connection with this Contract shall be written in English and sent by registered mail or fax/e-mail immediately confirmed in writing to the following address, unless otherwise advised in writings:

1. Etisalat Afghanistan;

Procurement specialist Etisalat Afghanistan,  
Etisalat Afghanistan, Head Office Ihsan Plaza Charahi Shaheed Kabul, Afghanistan  
[eahmadzai@etisalat.af](mailto:eahmadzai@etisalat.af)

## Annexure-A

### Training Details and Prices

S.N	Training Name	Objective	Training Delivery Type	Level	Duration - Days	# of Participants	QTY	Unit Price	Total Price	Comment
1	Advance PLSQL Development & Scripting	Increase capabilities and SQL knowledge to improve ETL quality and optimize the process.	Class Based/ Online	Basic	5	7	1			
2	Advance routing ( Include MPLS, OSPF, BGP)	Improves knowledge to handle his job more efficiently.	Class Based/ Online	Intermediate	5	1	1			
3	Advanced CVM modules	Exposure to CVM trends	Class Based/ Online	Advanced, Basic	1	3	1			
4	Ansible Automation / Administration	Learn how to automate Linux system administration tasks with Ansible Automation Platform	Class Based/ Online	Advanced	7	5	1			
5	Asterisk Development	Asterisk Development	Class Based/ Online	Intermediate	5	6	1			
6	CCDE	Improves knowledge to handle his job more efficiently.	Class Based/ Online	Advanced	5	2	1			
7	Certified Anti Money Laundering Specialist (AMLS)	Gain knowledge on the anti-money laundering, and the update on the AML.	Class Based/ Online	Basic	4	1	1			

8	Certified Fraud Examiner (CFE)	Training for fraud examiners typically aims to equip professionals with the necessary knowledge, skills, and abilities to effectively prevent	Class Based/ Online	Intermediate	3	3	1			
9	Certified Global Sanctions Specialist (CGSS)	Get Knowledge of the compliance	Class Based/ Online	Basic	5	3	1			
10	CISSP Instructor-led with exam voucher	To further enhance skills in multiple cybersecurity domains including risk management, application security, infrastructure security	Class Based/ Online	Advanced	5	1	1			
11	CORE network Cloud System	Improves knowledge to handle his job more efficiently	Class Based/ Online	Intermediate	1	3	1			
12	CS advance	Improves knowledge to handle his job more efficiently.	Class Based/ Online	Advanced	5	7	1			
13	Customer Behavioral Skills	Understanding consumer needs and preferences. Predicting consumer-buying behavior.	Class Based	Advanced	2	46	1			It can be delivered in batches
14	Customer Problem Solving Skills	Enhancing critical thinking and creative problem solving that can positively impact the customer experience.	Class Based	Advanced	3	31	1			It can be delivered in batches
15	Customer Service & Sales Importance	To answer customer questions quickly and effectively, resolve issues with empathy and care, document pain points to	Class Based	Intermediate, Basic	3	33	1			It can be delivered in batches

		share with internal team								
16	DWDM equipment operation and maintenance for Huawei	Improves knowledge to handle his job more efficiently.	Class Based/ Online	Intermediate	5	2	1			
17	E-Band MW links,	Improves knowledge to handle his job more efficiently.	Class Based/ Online	Advanced	5	6	1			
18	ERP-365 F&O developer course	ERP system upgrade with new technology and team must know latest feature and functionality of the system.	Class Based	Intermediate	5	6	1			
19	Fault management for core network elements	Enhance Daily Performance	Class Based/ Online	Intermediate	5	6	1			
20	Financial analytical thinking training.	The objectives of an analytical thinking training program are to equip participants with the skills and knowledge needed to approach Financial analytical thinking training. To enable the team for taking timely decision	Class Based	Advanced, Basic	3	13	1			
21	Financial management training.	Understand financial planning and budgeting. Financial management training.	Class Based/ Online	Advanced, Basic	3	5	1			
22	FTTH	Improves knowledge to handle his job more efficiently.	Class Based	Intermediate	5	7	1			

23	Handling Difficult Customers	Quickly build rapport with customers, explain why their customers get upset, better manage service-related stress.	Class Based	Advanced	2	29	1			It can be delivered in batches
24	HCIE boot camp and certifications	To have high knowledge of technical Improves knowledge to handle his job more efficiently.	Class Based/ Online	Advanced	5	5	1			
25	Health Safety and Environment.		Class Based	Advanced		4	1			Bidder needs to recommend training duration
26	Huawei MW operation & Maintenance	to Enhance Field O&M skills Improves knowledge to handle his job more efficiently.	Class Based/ Online	Intermediate	5	17	1			
27	Identifying Potential Customers	To identify potential customers by analyzing similar products to convince & purchase. Improves lead generation for ISP	Class Based	Advanced	2	13	1			
28	IFRS & financial accounting training.	Comprehensive understanding of the International Financial Reporting Standards and the implication on Etisalat IFRS & financial accounting training. Refreshes the accounting standards	Class Based/ Online	Advanced, Basic	5	13	1			

29	Improves Chances of Upsell	To enhance sales agents' knowledge with the new concept of upselling & cross-selling for properly handling EA customers without deceiving cu	Class Based	Intermediate	2	30	1			It can be delivered in batches
30	Information Technology Infrastructure Library (ITIL) -- Class Based/ Online	Understanding ITIL Framework Service Strategy Service Design Service Transition Service Operation Continual Service Improvement (CSI) ITIL R	Class Based/ Online	Intermediate	7	5	1			
31	IPV6	Improves knowledge to handle his job more efficiently.	Class Based/ Online	Intermediate	5	4	1			
32	ITILv4	Master ITILv4 for effective IT service management, optimizing processes, and aligning services with business goals Improves knowledge to handle his job more efficiently.	Class Based/ Online	Intermediate, basic	5	4	1			
33	Linux advanced	Improves knowledge to handle his job more efficiently.	Class Based/ Online	Intermediate	10	7	1			
34	Microsoft Azure - Class Based/ Online	Azure Fundamentals Understanding Azure Services Azure Active Directory Azure Security and Compliance Azure Troubleshooting and Support	Class Based/ Online	Basic	7	8	1			
35	New trends in ISP domain	Exposure to New ISP trends	Class Based/ Online	Advanced	2	2	1			



36	Office365 Administration (Advance)	Understand Office 365 Architecture Advanced User and License Management Advanced Exchange Online Administration SharePoint Online Administration	Class Based/ Online	Advanced	7	5	1			
37	Operation Management / Fleet Management.		Class Based	Advanced	5	27	1			It can be delivered in batches
38	Oracle Exadata and ODI -	get required knowledge of Exadata system.	Class Based	Advanced	6	7	1			
39	Oracle Linux Administration	Installation and Configuration User and Group Management Package Management System Monitoring and Performance Tuning File System Management	Class Based/ Online	Advanced	10	5	1			
40	oracle RAC and Datagaurd installation & configuration, administration	Understand RAC Architecture Installation and Configuration Clusterware Administration Automatic Storage Management (ASM) RAC Database Administration	Class Based/ Online	Advanced	12	2	1			
41	Power system(AC, DC and Rectifier)	To enhance Field O&M team skills	Class Based	Intermediate	4	20	1			
42	PS advance	Improves knowledge to handle his job more efficiently.	Class Based/ Online	Advanced	5	3	1			
43	QOS Implementation in Huawei Network	Improves knowledge to handle his job more efficiently.	Class Based/ Online	Intermediate	5	5	1			

44	Quality Control and Quality Assurance Skills		Class Based	Advanced, Intermediate	2	5	1			
45	RestFul API Development	RestFul API Development	Class Based/ Online	Intermediate	10	6	1			
46	RID DG	To enhance Field team O&M for RID DG	Class Based	Basic	4	10	1			
47	Sales Operations Enhancement	To develop and implement strategies, identify useful sales tools, manage the operations team, and analyze data to understand how they can im	Class Based/ Online	Advanced	5	2	1			
48	Sales Processes Improvement & Development	This training aims to have clear processes & support its development so employees understand what they need to do to succeed.	Class Based/ Online	Advanced	3	2	1			
49	Sales Quality Control Management	To improve risk management, increased customer satisfaction, better understanding of customer needs, consistent control of major business	Class Based/ Online	Advanced	3	2	1			
50	SAP BO & BI	Increase capabilities and BI knowledge to improve report quality.	Class Based	Advanced	5	4	1			
51	SIP Development		Class Based/ Online	Intermediate	5	7	1			
52	SMPP Development		Class Based/ Online	Intermediate	5	4	1			

53	SQL Server cluster installation & PR and DR synchronization	SQL Server Cluster Installation: Understand the prerequisites for SQL Server cluster installation. Learn the step-by-step process of install	Class Based/ Online	Advanced	10	3	1			
54	SS7 advance	Improves knowledge to handle his job more efficiently.	Class Based/ Online	Advanced	5	2	1			
55	Telecom Safety	Safety for O&M Field team Improves knowledge to handle his job more efficiently.	Class Based	Intermediate	1	40	1			
56	Vendor Management.		Class Based	Advanced	5	29	1			
57	Virtualization		Class Based/ Online	Intermediate	5	1	1			
58	VMware Advance Training (VCAP)	Advanced VMware vSphere Design Advanced vSphere Networking Design Advanced vSphere Storage Design Advanced vSphere Compute Design Advanced v	Class Based/ Online	Advanced	10	5	1			
59	VoLTE/IMS	VoLTE Basics and Overview, Architecture and Planning Improves knowledge to handle his job more efficiently.	Class Based/ Online	Intermediate, Basic	5	26	1			
60	COBIT 5	to gain knowledge about the standards	Class Based/ Online	Advanced		2	1			Bidder needs to recommend training duration

61	CVBS v9	understanding the functionality of CVBS	Class Based/ Online	Intermediate	10	2	1			
62	IFRS and IPPF standards trainings.	Enhancement of accounting knowledge	Class Based/ Online	Advanced	7	2	1			
63	Internal Audit Report writing	Report writing	Class Based/ Online	Advanced	4	3	1			
64	ISO 9001 Certified Lead Auditor Training	To attain the knowledge the std and best practice	Class Based/ Online	Advanced		2	1			Bidder needs to recommend training duration
65	ISO27001	To learn the best practice and standards	Class Based/ Online	Advanced		2	1			Bidder needs to recommend training duration
<b>Total Price - Inclusive of Tax</b>										

- Class-Based means delivery of training in Etisalat Afghanistan training center
- Online means delivery of training virtually
- Bidder can quote partially for this RFP based on their specialization.
- Freelancers are highly encouraged to apply for this bid.
- Prices shall be quoted based on detail and it should include of tax applicable as per Afghanistan tax law.
- Bidders are requested to provide CV of trainers along with their offer.

- The Training Costs shall include the following expenses: Training Delivery Fees, Training Handouts, Completion Certificates, all types of Taxes including 7% Afghanistan government tax for overseas companies and 2% for local companies, and all other Operational Costs.

**Etisalat will provide the following facilities:**

1. Training equipment like projectors, computers, stationery, whiteboard, and flip charts.
  2. Refreshments for participants and lunch for the trainer in case the training takes place at the Etisalat training center.
- The selected trainers are required to conduct a demo session before delivering the training to ensure that their knowledge meets the participants' expectations.
  - **Note:** If you submit your commercial part of a proposal by email, please provide it in password-protected document/ format. We will request the password once here the concerned committee started the bid's commercial evaluation.

**The following Information Must be submitted with your 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	