

Government of Islamic Emarat of Afghanistan  
Afghanistan Telecommunication Regulatory Authority

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**ISLAMIC EMARIAT OF AFGHANISTAN**  
**AFGHANISTAN TELECOMMUNICATION REGULATORY AUTHORITY**

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**REQUEST FOR PROPOSALS**  
**FOR**  
**RURAL TELECOMMUNICATIONS DEVELOPMENT PROJECT**  
**90 TOWER AND BTS PROJECTS IN 71 RURAL DISTRICTS**

**“Rural Telecommunication Project”**

**Issued at KABUL**

**19/6/1444/22/10/1401/11/1/2023**

**Afghanistan Telecommunications Regulatory Authority**

## Request for Proposals

## For

## Rural Telecommunications Development Tower Base Stations (RTD-TBS) Project

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## Part I Definitions

### 1. Definitions

In this Request for Proposals (RFP), unless the subject matter or context otherwise requires, the following terms shall have the following meanings:

“**ATRA**” means the Afghanistan Telecommunications Regulatory Authority and its successors; and

“**ATRA Website**” means the internet website of ATRA, which can be found at the following URL: [www.atra.gov.af/](http://www.atra.gov.af/);

“**Bid Security**” means the financial security for the bid that a Proponent must furnish to ATRA in accordance with condition set in this RFP;

“**Board**” Means the board of Afghanistan Telecommunications Regulatory Authority (ATRA);

“**Communications**” means the same as telecommunications for the purpose of this document;

“**Control**” of a Person means the ownership of at least 34% (thirty four percent) of the voting interests in the subject Person or the possession, directly or indirectly, of the power to direct or cause the direction of the management of that Person, whether through the ownership of shares, voting, securities, partnership or other ownership interests, agreement or otherwise;

“**District**” means the lowest administrative subdivision of the Islamic Emarat of Afghanistan, which is immediately below the Province level, the centre of which are typically located 10 Km from the Provincial Centre and have a population ranging most typically between 10000 and 50000 persons;

“**Force Majeure**” means an event of war, strike, rebellion, insurrection, civil commotion, fire, or natural disaster including, without limitation, lightning, earthquake, flood beyond a successful Proponent’s control and which could not have been reasonably foreseen on the date the Proponent enters into the RDT Project Agreement;

“**Individual Voice Telephony**” has the meaning ascribed thereto in Schedule A of the RTD Project Agreement;

“**Interconnection Rules**” means any interconnection terms and conditions, rules, regulations or guidelines that may be issued by ATRA from time to time;

“**IIOA**” means the Islamic Emariat Of Afghanistan;

“**Law**” means the *Law on Telecom Services Regulation Law of Afghanistan*, as may be amended from time to time and any successor legislation;

“**Letter of Acceptance**” means the letter which described in this RFP.

“**Letter of Intent**” or “**LOI**” means the letter described in section 43.1 of this RFP.

**“License”** means the telecom service license, including radio communications license and/or frequency use authorizations;

**“Mandatory Service Areas”** means the areas described as such in Schedule E of the RTD Project Agreement and shall be constructed by proponent

**“Mandatory Service Area Security Survey”** means a comprehensive survey of the security situation to be undertaken by the Proponent and the Proponent’s third party licensed security services provider in advance of the Proponent’s (i) submission of a response to this RFP and (ii) entry into the RTD Project Agreement at each Mandatory Service Area and in such other areas where a Proponent may be required to install and operate infrastructure and facilities in order to provide the Mandatory USO Services;

**“Mandatory USO Services”** means the services that shall be provided under Section Schedule A of the RTD Project Agreement;

**MCIT** means ministry of communication and information technology;

**“Milestones”** means the milestones in the construction of the Rural Telecom Network and provision of the USO Services set out in Schedule E of the RTD Project Agreement;

**“Maximum TDF Subsidy Amount”** has the meaning ascribed thereto in this RFP;

**“Minister”** means the Minister of Communications and Information Technology;

**“OBA”** means the Output Based Aid;

**“Optional Areas”** means rural areas that do not have telecom services and are selected by the Proponent from outside the list in Schedule E, without asking for additional subsidy, for offering the USO services and to be included in the RTD Agreement;

**“Optional USO Services”** means services that are authorized but not required to be provided by the licensee pursuant to the RTD Project Agreement;

**“Performance Security”** means the financial security for performance, which must be furnished in accordance with condition of this RFP;

**“Person”** means for the purposes of this RFP any individual (other than an individual citizen), company, cooperative, corporation, partnership, joint venture consortium, government or governmental entity;

**“Point of Interconnection”** or **“POI”** means a connection point between the networks of two telecom service providers at which a circuit provided by one communications service provider may be interconnected with the telecom system of another telecom service provider;

**“Proponent”** means any Person that registers itself with the ATRA as a proponent (Afghan based telecom operators and TTSPA/D) for purposes of this RFP, having obtained a copy of this RFP from the ATRA to participate the RTD-TBS project BID;

**“Proposal”** means a proposal submitted by a Proponent in response to this RFP;

**“Province”** means the first level of sub-national government administration in Afghanistan, which is immediately below the national administration of Islamic Emirate of Afghanistan (IROA);

“**PSTN**” means the public switched telecommunications network of Afghanistan;

“**Public Access Voice Telephony**” has the meaning ascribed thereto in Schedule A of the RTD Project Agreement;

“**Qualifications and Service Proposal**” means Part 1 of the Proposal that Proponents must prepare in accordance with section 38 of this RFP;

“**Successful Proponent**” mean the existing Telecom licensed operator who win the RTD sites in the bidding.

“**Qualified Proponent**” has the meaning ascribed thereto in section 26 of this RFP;

“**RFP**” means this Request for Proposals, including all annexes hereto, as amended or modified by ATRA;

“**RTD**” means Rural Telecommunications Development;

“**RTD Project Agreement**” means the agreement which will be signed between ATRA and the successful Proponent for the provision of Funds from TDF by ATRA and the provision of USO Services by the Successful Proponent.

“**Technical Arbitrator**” means the individual appointed in accordance with conditions of the RTD Project Agreement;

“**Technical Auditor**” means the individual appointed in accordance with Section 8.01(a) of the RTD Project Agreement;

“**Technical Matters**” has the meaning ascribed thereto in Section xxx of the RTD Project Agreement;

“**Telecommunications**” means the transmission, emission or reception of signals, images and sounds, or information of any nature by wire, radio, optical or other electromagnetic systems and generally includes a wide range of technological facilities and systems which are used in the transmission, reception and processing of the electronic information. For the purpose of this document, “communications” is a shortened form of the same term.

“**Telecommunications Regulator**” has the meaning ascribed thereto in section of this RFP;

“**Tied Qualified Proponent**” has the meaning ascribed thereto in this RFP;

“**TDF**” means the Telecommunications Development Fund of ATRA;

“**USO**” means Universal Service Obligations;

“**USO Services**” means the Mandatory Telecom Services that shall be provided under the RTD Agreement in the Rural Areas.

“**Rural Telecom Network**” means the network to be constructed by the Successful Proponent (telecom operator) to provide rural communications pursuant to the RTD Project Agreement according to the telecom license terms and conditions.

“**Rural Network Specifications**” means the specifications for the Rural Network set out in Schedule C of the RTD Project Agreement;

“**RTD Project Agreement**” means the agreement, a draft of which is annexed to this RFP, for the construction of the USO Network, provision of the USO Services and payment of the TDF Subsidy to be granted pursuant to this RFP, as it may be amended;

“**Term**” has the meaning ascribed thereto in the Section of contract which refer and depend to the Term of Telecom License,

“**TDF Subsidy**” means the subsidy to be paid by ATRA to the Successful Proponent on the Successful Proponent achieving the Construction Milestones;

“**TDF Subsidy Proposal**” means Part 2 of the Proposal that Proponents must prepare in accordance with section 39 of this RFP;

“TDF Subsidy Proposal Form” means the form attached at Annex 1 of this RFP;

TTSP; mean Tower Technical solution provider

“TRB” TRB means Telecom Regulatory Board, the predecessor of ATRA;

UAP; mean universal access policy which provide by the ASTRO system Ltd. and approved by the ATRA board and MCIT minister for utilizing the TDF fund.

PDD; Plan and Development Department.

“MOP” means the Manual of Operating Procedures for the implementation of Universal Access projects;

**End of Part I**

## Part II Introduction

### 2. Introduction

- 2.1 The purpose of this Request for Proposals (“RFP”) to allocate fund from TDF to the area where is no coverage or less coverage and invite Proposals to provide USO Services in the selected areas of Afghanistan in accordance with the criteria set out in this RFP, RTD Agreement and the terms of the telecom Licence.
- 2.2 This RFP is issued by the Afghanistan Telecommunications Regulatory Authority (“ATRA”), the communications regulator established by the Islamic Emariat of Afghanistan (“IEA”), responsible for the provision of Universal Access to communications services throughout Afghanistan and to administer the utilization of the Telecommunications Development Fund (“TDF”) for rural communications in Afghanistan. In particular, the RFP is aimed at increasing access to communications in unserved and underserved areas of Afghanistan through private investment.
- 2.3 The Telecommunications Development Fund (TDF) was established in 2003 and since then ATRA/TRB/MCIT has been collecting 2.5% from the net revenues of telecom operators. Policy for the Universal Access to communications services was put into place and the Operating Procedures for the TDF have also been developed. ATRA intends to apply and allocate the available fund toward payment of a one-time subsidy (the “TDF Subsidy”) to be paid pursuant to contracts for the USO Services (“RTD-TBS Project Agreements”) to the licensee(s) (the “Successful Proponent(s) Telecom Operators”).
- 2.4 ATRA-MCIT plans to award RTD Project Agreement to existing Telecommunications licensed Afghanistan based operators pursuant to Qualifications Criteria of the UAP/MOP, terms and conditions of this RFP/Agreement and ATRA board decisions to provide the required services in the selected rural/urban areas according to the RTD project agreement and telecommunication license terms and conditions.
- 2.5 If the Term of the Telecom License extended then the RTD services automatically will be extended otherwise ATRA is responsible to handover the RTD sites to the other existing telecom operators for providing telecom services to the mentioned areas.
- 2.6 The subsidy will be allocated for the selected areas (“Mandated Service Areas”) comprise 90TBS Sites in xxx districts in the rural/urban areas of 5 provinces listed in Annex 6.
- 2.7 This RTD-TBS-RFP instead of SBD RFP going to be used for RTD-TBS sites bidding after NPA’S director’s email (Tuesday, May 02, 2017 12:37 PM, yama.yari@aop.gov.af,) in regard to the using this RFP for TDF fund utilizing according to the UA policy and MoP.
- 2.8 Further information on the proposed Universal Access Policy, Universal Access Program, long-term and annual plan and background information on the telecommunications in Afghanistan available online at [www.atra.gov.af](http://www.atra.gov.af).
- 2.9 It is the intention of ATRA to act quickly to implement its policy of increasing access to telecommunications services and in this way improve the socioeconomic conditions of the rural communities.

## 2.10

قبلاً پروژه داوطلبی اعمار/نصب و فعال نمودن سایت های مخابراتی (RTD-TBS) مقید بود یعنی فقط شرکت های مخابراتی دارنده گان جواز عرضه خدمات مخابراتی می‌توانستند در پروژه داوطلبی پروژه های RTD-TBS اشتراک نمایند اما در پروژه دهم طبق تصمیم شماره 24 مورخ جمادی الاولی 1444 / 27 لیندی 1401 مورد محترم اداره جهت تطبیق پروژه به موقع علاوه از شرکت های مخابراتی، شرکت های TTSP Grade A و شرکت های TTSP Grade D نیز در پروژه داوطلبی پروژه های RTD-TBS اشتراک کرده می‌توانند منظور گردید که در رابطه به میکانیزم و مشخصات تخنیکی شرطنامه پروژه داوطلبی پروژه دهم دسترسی سراسری قرار ذیل ترتیب گردیده است.

**میکانیزم و مشخصات تخنیکی شرطنامه پروژه داوطلبی پروژه دهم دسترسی سراسری:**

- 1- پروژه دهم مشتمل بر 2 بخش 1-پاسیف 2-اکتیف میباشد (بخش پاسیف و اکتیف در جدول شماره ... به جزئیات توضیح گردیده است).
- 2- شرکت های مخابراتی و شرکت های TTSP Grade A می‌توانند برای هر دو بخش پاسیف و اکتیف در پروژه داوطلبی پروژه دهم اشتراک نمایند اما شرکت های TTSP D فقط برای بخش پاسیف پروژه دهم می‌توانند در پروژه داوطلبی پروژه دهم اشتراک نمایند، هر گاه شرکت های مخابراتی با وجود نشر اعلان و اطلاع کتبی در پروژه داوطلبی اشتراک نه ورزند انگاه حق شکایت را بالای پروژه داوطلبی نخواهند داشت.
- 3- شرکت های TTSP Grade A و TTSP Grade D اشتراک کننده در پروژه داوطلبی پروژه دهم مکلف اند سایت ها را قبل از ارایه افر جهت افرگشایی، حصول معلومات از موجودیت وسایل مخابراتی شرکت ها در محلات شامل پلان بخاطر تطابق با وسایل مخابراتی شرکت مربوطه سروی را انجام نمایند.
- 4- شرکت های TTSP Grade A برنده مکلف اند تا اعمار سایت و تهیه وسایل مخابراتی اکتیف را در مطابقت با مشخصات تخنیکی شبکه شرکت مخابراتی مربوطه تهیه و نصب نماید.
- 5- شرکت های مخابراتی و شرکت های TTSP Grade A/D که در پروژه داوطلبی اشتراک نموده اند افر های شان همزمان توسط هیات افرگشایی طبق اصول قرار ذیل باز میگردد.
- 1: شرکت های داوطلب مکلف اند افر های شان را طور بسته بعداز مهر و امضا رئیس مربوطه در تاریخ و زمان تعیین شده افرگشایی در شرطنامه هذا به اداره اترا با خود بیاورند قابل تذکر است نماینده شرکت مربوطه باید توسط رئیس شرکت کتبا جهت اشتراک در پروژه داوطلبی به اداره اترا معرفی گردیده باشد و قبل از تاریخ افرگشایی افر های داوطلب تسلیم نمی گردد.
- 2: افرگشایی بین شرکت های مخابراتی و شرکت های TTSP طبق تاریخ و زمان تعیین شده در شرطنامه هذا صورت میگردد.
- 3: همه اسناد مربوط به افر های شرکت های مخابراتی و شرکت های TTSP Grade A/D در جریان افرگشایی جهت آغاز پروژه ارزیابی توسط هیات تعیین شده امضاء و مهر میگردد.
- 4: بعداز افرگشایی، اولین ارزیابی بین شرکت های مخابراتی که افر را ارایه نموده اند صورت گرفته، بعداز تثبیت برنده پروژه داوطلبی بین شرکت های مخابراتی، ارزیابی دوم بین شرکت برنده مخابراتی و شرکت های TTSP صورت میگردد.
- 5: استفاده از سایت های RTD-TBS مربوط به شرکت مخابراتی میباشد مشروط بر اینکه سایت را فعال نگاه دارد.
- 6- اگر در پروژه داوطلبی فقط یک شرکت مخابراتی به همه سایت ها یا به تعداد از سایت ها افر ارایه نموده باشد، افر شرکت مذکور بعد از گشایش با شرکت های TTSP Grade A/D جهت تثبیت برنده، ارزیابی و طی مراحل میگردد.
- 7- هرگاه هیچ یک از شرکت های مخابراتی افر ارایه نه نمایند در اینصورت افرگشایی و ارزیابی برای بخش پاسیف و اکتیف بین شرکت های TTSP Grade A و TTSP Grade D صورت میگردد که در همچو حالت شرکت های برنده پروژه داوطلبی (TTSP Grade A یا TTSP Grade D) وظایف ذیل را در هماهنگی با اداره اترا انجام می دهند:
- 1: شرکت های TTSP Grade A یا TTSP Grade D قبل از تاریخ افرگشایی باید سروی سایت های فعال موجود شرکت های مخابراتی را در محلات شامل پلان انجام نموده باشند.
- 2- حین تشخیص موجودیت سایت فعال شرکت های مخابراتی نزدیکترین فاصله به سایت RTD-TBS در نظر گرفته میشود.
- 3: اداره اترا مکتوب را جهت وصل، فعال نمودن و انتقال استفاده سایت RTD-TBS به شرکت مخابراتی (شرکت مخابراتی که به نزدیکترین فاصله محل سایت RTD سایت فعال دارد) ارسال مینماید.
- 4: سروی سایت مذکور توسط نماینده ولایتی اداره اترا و ریاست مخابرات در موجودیت نماینده گان تخنیکی شرکت مخابراتی متذکره (شرکت مخابراتی که به نزدیکترین فاصله سایت فعال دارد) جهت اعمار، نصب و فعال نمودن سایت صورت میگردد.
- 5: شرکت مخابراتی که در ان محل سایت فعال دارد مکلف است تا سایت RTD را به شبکه خویش وصل وانرا فعال نماید.
- 6: شرکت های برنده پروژه داوطلبی (TTSP Grade D) مکلف اند تا تجهیزات بخش پاسیف را در هماهنگی با شرکت مخابراتی متذکره تهیه، اعمار و نصب نمایند.

- 7: شرکت های برنده پروسه داوطلبی (TTSP Grade A) مکلف اند تا تجهیزات بخش پاسیف و اکتیف یا اکتیف را با هماهنگی شبکه شرکت مخابراتی تهیه، اعمار و نصب نمایند.
- 8: شرکت مخابراتی متذکره مکلف به عقد قرارداد زمین سایت و استخدام گاردان ان میباشد چون استفاده و ارایه عرضه خدمات مخابراتی سایت RTD-TBS شرکت های مخابراتی (دارنده گان جواز خدمات مخابراتی) موجود میباشد.
- 9: هرگاه شرکت های TTSP Grade A/D در پروسه داوطلبی در بخش های پاسیف و اکتیف برای محلات که شرکت های مخابراتی برنده نگردیده یا افر ارایه نه نموده برنده گردند، شرکت های TTSP برنده مکلف اند تا وسایل اکتیف و پاسیف را طبق شبکه شرکت مخابراتی مربوطه تهیه، اعمار و نصب نمایند.
- 10: ارایه خدمات مخابراتی 3G در سایت های پروژه دهم الزامی بوده و قابل اپگرید به نسل چهار 4G میباشد. هرگاه برنده سایت RTD در محل متذکره بنا بر مشکلات لینک خدمات مخابراتی 3G را در میعاد زمان کار قرارداد تهیه کرده نتواند اما برای فعلاً خدمات مخابراتی 2G را تهیه میتواند بناءً داوطلب در همچو حالت در افر خویش زمان اپگرید خدمات از 2G به 3G را نیز باید ذکر نماید و همچنان ظرفیت لینک برای عرضه خدمات 3G از 10Mbps نباید کم باشد و برای 2G ظرفیت لینک 2Mbps مد نظر گرفته شود و در صورت ضرورت شرکت های مخابراتی مکلف اند ظرفیت باندویت سایت های متذکره را زیاد نمایند.
- 11: شرکت برنده مکلف است تمام وسایل سایت RTD-TBS جدید یعنی اخرین ورژن را تهیه نماید و وسایل استفاده شده برای اداره قابل قبول نمی باشد و همچنان به منظور اطمینان از جدید بودن وسایل مخابراتی اسناد لازم را به اداره نیز ارایه نمایند.
- 12: شرکت برنده مکلف است انوایس وسایل سایت ها را بعد از عقد قرارداد با جزیات طبق شرایط مندرج در شرطنامه به اداره تسلیم نماید که تاریخ تولید ان به طور واضح در ان درج باشد و همچنان اسناد لایسنس وسایل مخابراتی از ویندور (کمپنی مولد) با جزیات باید در اختیار اداره اترار قرار دهند یعنی (ویندور وسایل مخابراتی در مورد تاریخ تولید وسایل مخابراتی، جدید بودن انها و صدور لایسنس وسایل مخابراتی را تصدیق و تأیید نماید).
- 13: برنده سایت ارائه کننده نازلترین افر طبق مشخصات تخبیکی مندرج در شرطنامه RFP بعد از تثبیت توسط هیات ارزیابی در جلسه داوطلبی و منظوری مقام محترم وزارت مخابرات و تکنالوژی معلوماتی مشخص میگردد.
- 14: شرکت های TTSP A/D حین اعمار ساختمان، تهیه تجهیزات و نصب وسایل مخابراتی سایت ها، تنها طبق شرایط جواز خویش میتوانند فعالیت نمایند.
- 15: نظارت از جریان تطبیق سایت های پروژه دهم توسط نماینده گان ولایتی ریاست نظارت و کنترل و ریاست های مخابرات ولایت مربوطه صورت میگردد، خاطر نشان میگردد که سایت های RTD-TBS در محلات که خدمات مخابراتی نیست یا سطح خدمات مخابراتی ضعیف است بعداز انجام سروی اعمار و فعال میگردد، هرگاه ساحات شامل پلان بعداز عقد قرارداد RTD حین اجرای سروی تشخیص گردد که ساحات متذکره توسط شرکت های مخابراتی تحت پوشش قرار گرفته است در همچو حالت بعداز هدایت مقام محترم وزارت سایت در محل دیگر همان ولسوالی سروی و اعمار میگردد.
- 16: فاصله سایت RTD با سایت های فعال شرکت های مخابراتی یا سایت های فعال RTD حدود 3000 متر در نظر گرفته شده است اما این فاصله در صورت موجودیت موانع تخبیکی بعداز منظوری مقام محترم وزارت الی 1000 متر در نظر گرفته میشود.
- 17: میعاد زمان تطبیق پروژه بعداز عقد قرارداد برای 10 ماه میباشد، بناءً شرکت های برنده پروسه داوطلبی مکلف اند تا سایت های شامل قرارداد را در میعاد زمان قرارداد اعمار، تهیه، نصب و فعال نمایند، خاطر نشان میگردد که شرکت های TTSP D یا TTSP A مکلف اند تا بخش پاسیف سایت ها را که در پروسه داوطلبی برنده شده اند باید در جریان 6 ماه اعتبار از تاریخ عقد قرارداد اعمار ساختمان، تهیه وسایل و نصب انها را تکمیل نمایند.
- 16- شرکت های برنده پروسه داوطلبی مکلف اند تا وسایل و تجهیزات مورد نیاز سایت ها را به شرکت های تولید کننده به موقع فرمایش دهند تا تاخیر در تطبیق پروژه صورت نگیرد.
- 17- شرکت های TTSP Grade A/D تجارب کاری را قرار ذیل ضم افر ارایه نمایند:
- الف- هرگاه شرکت داوطلب TTSP Grade A/D در خلال 10 سال اخر فعالیت خویش یک قرارداد مشابه به ارزش مبلغ (50000) دالر و یا هم دو قرارداد به مبلغ مجموعی حدود (90000) دالر انجام داده باشند اسناد انرا ضم افر ارایه نمایند.
- ب: حجم معاملات سالانه شرکت داوطلب TTSP A/D باید در خلال 5 سال اخیر حد اقل مبلغ (60000) دالر باشد ضم افر خویش ارایه نماید.
- ج: توانایی مالی شرکت داوطلب TTSP A باید بیانگر مبلغ (40000) دالرو شرکت TTSP D مبلغ (25000) دالر باشد.
- د: هرگاه شرکت های داوطلب TTSP D مواد الف الی ج ماده 17 را تکمیل کرده نتوانند بیشتر از 2 سایت در هر ولایت برنده پروسه داوطلبی شده نمی تواند.

18- شرکت های مخابراتی و شرکت های TTSP A اشتراک کننده در پروسه داوطلبی مکلف اند \$2000USD/Site تضمین افر سایت را ضم افر خویش به شکل نقد یا لیترا از بانک تهیه نمایند اما شرکت های TTSP D مکلف اند برای هر سایت مبلغ \$1000/Site ضم افر خویش ارایه نمایند.

19- تضمین بانگی افر شرکت های مخابراتی و TTSP Grade A/D برنده پروسه داوطلبی بعداز عقد قرارداد و از شرکت های بازنده در جریان ارزیابی طبق تقاضای شرکت برگشت میگردد.

20- به شرکت های مخابراتی و TTSP Grade A/D برنده پروسه داوطلبی 10% قرارداد پیش پرداخت تادیه میگردد البته در هر انوایس 10% ان وضع میگردد و همچنان پرداخت بر اساس فعال نمودن فی سایت بعداز تصدیق و تایید نماینده گان ولایتی اداره اترا، ریاست مخابرات ولایت مربوطه، ریاست نظارت و کنترل و ریاست پلان و انکشاف صورت میگردد.

21: ده فیصد (10%) تضمین تامینات (Security Performance SP) فی سایت برای میعاد ورنتی وسایل پاور و وسایل مخابراتی به اداره تحویل و شرکت های برنده پروسه داوطلبی مکلف به رعایت موارد ذیل میباشند:

- 1: برای وسایل پاسیف و اکتیف سایت ها معیاد ورنتی یکسال بعداز ختم میعاد زمان تطبیق قرارداد میباشد .
- 2: شرکت های مخابراتی که تنها سایت RTD را وصل و فعال نموده جهت حفظ و مراقبت سایت های RTD 2% تضمین تامینات قیمت هر سایت را در جریان 14 روز کاری الی ختم میعاد ورنتی وسایل سایت به اداره اترا تهیه نماید.
- 3: تضمین تامینات شرکت های مخابراتی و شرکت های TTSP A/D بعداز ختم میعاد ورنتی برگشت میگردد.
- 5: بعداز ختم میعاد تضمین تامینات با استفاده سایت RTD-TBS ها طبق احکام قانون تنظیم خدمات مخابراتی برخورد صورت میگردد.

6- استفاده کننده سایت ها (شرکت های مخابراتی دارنده گاه جواز عرضه خدمات مخابراتی صادر شده از طرف اداره اترا) مکلف اند الی ختم میعاد جواز، سایت ها را فعال نگاه نمایند، در صورت عدم تمدید/تجدید/یا تعلیق جواز شرکت مخابراتی، اداره اترا به منظور استفاده از سایت های مذکور انتقال سایت ها را به دیگر شرکت های مخابراتی موجود کشور به موقع تصمیم اتخاذ خواهد نمود.

22: قرارداد RTD-TBS یک بخش از شرطنامه RTD-TBS میباشد و قرارداد سایت های مخابراتی سه حالت (1-اغاز کار و ختم کار، 2-مدت زمان رها نمودن تضمین تامینات (Security Performance releasing duration)، 3-بعداز ختم هر دو مرحله با رعایت احکام قانون تنظیم خدمات مخابراتی از سایت های TDF استفاده، نظارت و کنترل صورت میگیرد.

23- شرکت های داوطلب و برنده گان پروسه داوطلبی پروژه دهم مکلف به رعایت احکام قانون تنظیم خدمات مخابراتی، قانون و طرز العمل تدارکات، پالیسی و طرز العمل تطبیق پروژه ها و سایر اسناد نافذه میباشند.

24- شرکت های TTSP A/D برنده پروسه داوطلبی بعداز تکمیل اعمار/نصب وسایل سایت ها، انتقال ان به شرکت های مخابراتی مربوطه Acceptance سایت های تکمیل شده در موجودیت نماینده گان ولایتی اداره اترا، ریاست مخابرات و شرکت مربوطه طبق شرایط شرطنامه و قرارداد RTD-TBS-RFP/Agreement صورت میگیرد.

25: شرکت های مخابراتی برنده پروسه داوطلبی نیز Acceptance سایت های RTD را در موجودیت نماینده ولایتی اداره اترا و ریاست مخابرات ولایت مربوطه طبق شرایط شرطنامه و قرارداد RTD-TBS-RFP/Agreement تکمیل مینمایند.

26- شرکت های مخابراتی مکلف اند تا خدمات مخابراتی سایت های RTD را طبق احکام قانون تنظیم خدمات مخابراتی، شرایط مندرج در شرطنامه/قرارداد/جواز عرضه نمایند.

27: شرکت برنده مکلف است مشخصات درج جدول ذیل را با درک مسؤلیت خانه پری و در افر خویش ارایه نماید:

شماره	اسم جنس	تعداد	قیمت usd	قیمت مجموعی	برند	ملاحظه
<b>بخش اکتیف</b>						
1						در پروژه دهم عرضه ارایه خدمات مخابراتی نسل سوم 3G الزامی است بناءً RRU بی تی ایس (BTS/NodeB) باید در فریکانس نسل دوم و سوم 2G/3G کار نماید و حد اقل هر ارار یو دارای کیریر 2T/2R باشد و همچنان RRU متذکره به نسل چهارم 4G قابل اپگرید باشد و بخش BBU در باند های 2G/3G/4G کار نمایند تهیه گردد و در صورت عدم موجودیت لینک RRU برای نسل دوم یا سوم و سوم 2G/3G یا 2G/3G/4G میتوان تهیه نمود یا معادل تمام اینها

					2	انتن ها دارای سه باند برای باند (Triband) تهیه گردد و شرکت افر دهنده مشخصات از قبیل (model, EIRP, gain, ...) را در افرخویش ذکر نماید
					3	جامپر/فایبر/دوپلیکسر و غیره سایل تجهیزات مورد نیاز برای نصب و انستالیشن سایت در افر ارایه گردد.
					4	بطری بک اپ و ریکتی فایر با راک NodeB یکجا تهیه گردد و ریکتی فایر متذکره باید کم از کم برای حدود 4 ساعت کار کند یا معادل آن باشد.
					5	مشخصات تخنیکی لینک (مایکرو و یف، فایبر یا ستلاپت) بطور مفصل در افر ارایه گردد.
						<b>قیمت مجموعه وسایل بخش اکتیف</b>
<b>وسایل پاسیف بخش پاور سایت</b>						
					6	منبع پاور سایت RTD هایبرد سولر پاور و دیزل جنریتور در نظر گرفته شده و مشخصات سولر پینل قرار ذیل در نظر گرفته شود: (الف) مونو کریستالین 250 وات کم از کم 27 تخته سولر پینل جدید تهیه گردد یا معادل آنها (ب) ظرفیت مجموعی پاور سولر از 5 کیلووات کم نباشد. (ت) میعاد ورنتی برای 25 سال و گرنتی برای دو سال بعد از آغاز فعالیت سایت، (ج) اصل بودن جنس توسط کمپنی مولد تأیید شده باشد، (د) از تاریخ تولید پینل های بیش از یکسال نگذشته باشد و تاریخ تولید سولر توسط کمپنی مولد تصدیق گردد. (ف) سولر پینل از کمپنی های معتبر تهیه گردد. یا معادل آنها در افر ارایه گردد
					7	هایبرد سولر انورتر چارج کنترولر با بلتین MPPT با مشخصات ذیل تهیه گردد: الف: انورتر جدید و توانایی آن از 7 کیلو وات کم نباشد . ب: 48VDC out. برای چارج بطری ها. ج: دارای ظرفیت مقدار ولتاژ از 140 الی 450DCV و 80A جریان از سولر داشته باشد یا معادل آن. د: ولتاژ ای سی از حدود 90-240 AC ح: میعاد ورنتی برای 2 سال باشد خ: از کمپنی های مشهور تهیه گردد. یا معادل آن
					8	فریم سولر و لین برق و دیگر وسایل مورد ضرورت طی جدول جداگانه در افر ارایه گردد.
					9	16 عدد بطری ها به مشخصات ذیل: الف: از مواد Gell or AGM or Lead acid ب: 200 امپیر ساعت دوازده ولت (200AH12V) ج: دارای 1500 الی 2500 لایف سایکل باشد. د: میعاد ورنتی از 5 سال کم نباشد. ث: از کمپنی های معتبر تهیه گردد. ح: مشخصات از قبیل DoD/SoC/C-rate/Life Cycle توسط کمپنی مولد بطری ارایه گردد. د: از تاریخ تولید آن بیش از 12 ماه نگذشته باشد. یا معادل آن
					10	یک پایه جنریتور 13KVA DG جدید مع وسایل انستالیشن برای سایت یا معادل آن
					11	تهیه و نصب وسایل ATS جهت تبدیل اوتومات منبع برق
						<b>مجموعه بخش پاسیف پاور</b>

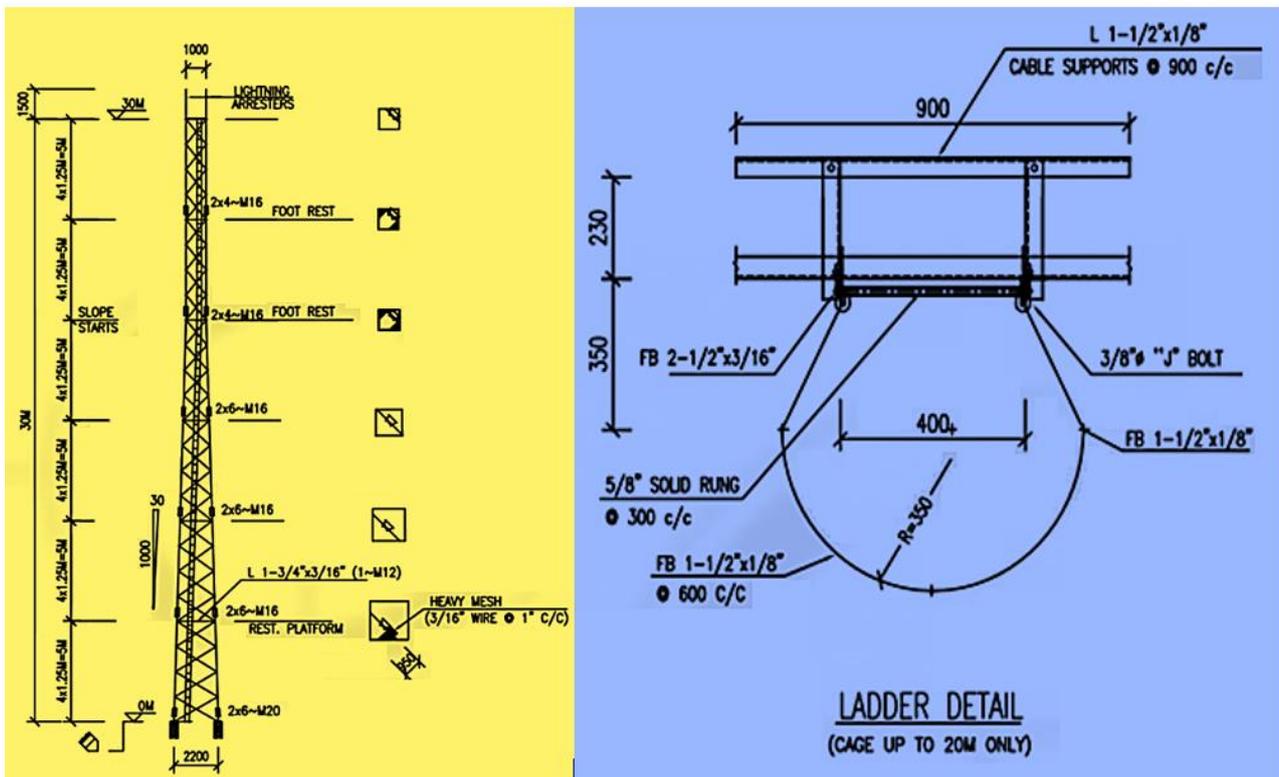
شماره	اسم جنس	تعداد	قیمت (دالر)	قیمت مجموعی	برند	ملاحظه
<b>وسایل پاسیف بخش ساختمانی و تاور سایت</b>						
11	اغاز و آماده نمودن محل سایت برای کار ساختمانی طی جدول جداگانه ضم افر ارایه گردد					
12	اگر به سایت سرک ضرورت باشد فاصله آن به متر و سایر مشخصات ان طی جدول جداگانه در افر ارایه گردد.					
13	سیخ و ریگ و سایر مواد مورد ضرورت برای تهداب تاور که ارتفاع ان حد اقل 30m باشد ، طی جدول جداگانه توسط دیزانر تاور ترتیب ضم افر با جزییات ارایه گردد					
14	دیوار احاطه حدود 20 در 12 ، ارتفاع دیوار حد اقل 2.5 متر البته در چند متری پایه کانکریتی ضرورت است با جزییات طی جدول جداگانه ضم افر ارایه گردد.					
15	یک اطاق برای جنریتور حسب حجم جنریتور، یک اطاق 3 در 4 و یک دهلیز و یک تشناب برای گارد طی جدول جداگانه بشکل اساسی (خشت پخته و کانکریت پوش..). به جزییات ضم افر ارایه گردد					
16	تخت کانکریتی یا صفه برای نصب راک BTS و غیره					
17	تاور 30 متره Self-supported طوری آماده شود تا سه اپریتور در ان وسایل مخابراتی را نصب کرده بتوانند، البته مشخصات تاور درج جدول جداگانه در پایین تذکر گردیده است					
18	سایر مصارفات miscellaneous ضم جدول جداگانه به جزییات ارایه گردد					
19	مصارفات برای مدیریت پروژه					
20	مجموع قیمت بخش های پاسیف و اکتیف					
21	قیمت مجموعی پروژه					

جدول شماره 17-29 مشخصات تاور 30 متره:

شماره	تشریح	مقدار یا
1	Basic wind speed	حدود 160 کیلو متر در ساعت
2	Operational wind speed	حدود 144 کیلو متر در ساعت (3 Sec Gust)
3	Maximum sway	0.5 درجه
4	Wind Load	should be at least 10 SQM, evenly distributed along top 10 meter section
	Wind load standard	as per ANSI /TIA-222-H (Exposure category C, Topographic category 1, Risk Category 2)

<ul style="list-style-type: none"> <li>• Fabrication, galvanizing and painting to be in accordance with AISC specifications</li> <li>• All components to be hot dip galvanized in accordance with ASTM A123, Galvanization thickness shouldn't be less than 120 microns</li> </ul>	Fabrication, Galvanizing and Painting	
<ul style="list-style-type: none"> <li>• Tower Structure shall be as follows:                     <ul style="list-style-type: none"> <li>– Tower Legs (HL) → ASTM A242 (FY=50KSI)</li> <li>– Other Tower Materials (L) → ASTM A36 (FY=36KSI)</li> <li>– Base plate and wing Plate → ASTM A242 (FY=46KSI)</li> <li>– Connection Bolts → ISO 898-1, Grade 8.8</li> <li>– Nuts: ISO 898-2. Grade 8</li> <li>– Plain Washers → ISO 7089, Grade A (Class 200)</li> <li>– Anchor Rods → ASTM A615, G60 deformed bars</li> </ul> </li> </ul>	Tower Material	<b>8</b>
The tower designer will calculate the Construction material	Construction material of the tower foundation	<b>9</b>

دیزاین تقریبی نمای تاور قرار ذیل است:



نوت: هرگاه اداره یا شرکت های مخابراتی در تطبیق یکی از مواد این شرطنامه با مشکل مواجه گردد به ماده 2.10 میکانیزم و مشخصات شرطنامه مراجع گردد.

شماره	ولایت	ولسوالی	قریه جات که در آنها خدمات مخابراتی نیست
1	ارورگان	چوره	نوری و دیگر قریجات که در ان خدمات نباشد
2		دهراوت	لبلان و دیگر قریجات که در ان خدمات نباشد
3		گیزاب	سنگ شیخ و دیگر قریجات که در ان خدمات نباشد
4		گیزاب	کو خور و دیگر ساحات که در ان خدمات نیست
5		گیزاب	پاتو پایین و دیگر ساحات که در ان خدمات نیست
6		گیزاب	پاتو بالا و دیگر ساحات که در ان خدمات نیست
7		ترینکوت	لنجر و دیگر قریجات که در ان خدمات نباشد
8		ترینکوت	کبسته پاتان و دیگر قریجات که در ان خدمات نباشد
9		ترینکوت	ساحات مربوط به قریجات وطن، ناوی و غیره ساحات
10		ترینکوت	ساحات مربوط قریجات ناوی و غیره ساحات
11		ترینکوت	ساحات چینار و غیره ساحات
12		مرکز ترینکوت	ساحات ناقل، غته مدرسه او لور سرخوم و غیره ساحات
13		چینارتو	ساحات رود ناوه، لنجر او پاتان قریه
14		چوره	ساحات مربوط به نوری او کمیسان و غیره ساحات
15		گیزاب	ساحات مربوط به ذین ناوه
16		خاص اررگان	کله خور سپرو و قریجات
17		چهارچین	گرگین ناو او نگاو ساحات و غیره ساحات
18		دهراوت	تنگی درا جوی قریه و غیره ساحات
19		چوره	چرمستان و دیگر قریجات که در ان خدمات نباشد
20	نورستان	مندول	کویش، کوراچ، انیش، اترار، سرچنگل و قریجات که در ان خدمات نیست
21		مندول	پوشال قریه زمنه، نوش گان، چیشیار، بیگان و قریجات که در ان خدمات نیست
22		وایکل	اتازه، ارنس، همشوز و دیگر ساحات که در ان خدمات نیست
23		وایکل	کنډ کلی، کلایکل، ایات کلی، ایشگرام، زمیو، مندیش و قریجات که در ان خدمات نیست
24		وایکل	کتار کمبیر، دیوز، دایکل، دروازه گی و قریجات که در ان خدمات نیست
25		نورگرام	شام، کندو، چایل، کوران، لین، بنار، باد پرنک و قریجات که در ان خدمات نیست
26		نورگرام	پشگر، مندر، دوستو، سمردار کلی، برک کلی و قریجات که در ان خدمات نیست
27		کامدیش	پتی گل، شتیل، کردیش، بدود و قریجات که در ان خدمات نیست
28		کامدیش	پیرلوک، سرتپه، پل رستم، ثمرباغ، برمندهگل و قریجات که در ان خدمات نیست
29		دواب	کلم، ماوی، دهن پیار، وایکلاک و قریجات که در ان خدمات نیست
30		برگ متال	پزگام، اتی، دیوانه بابا، پشاورک، و قریجات که در ان خدمات نیست
31		واما	کوردر علیا و سفلا، مجبور اباد، مولا اباد، کشمن گل کلی، متو کلی، غازی اباد
32		واما	پوله، ارچنو قدیم، و قریجات که در ان خدمات نیست
33		واما	خپرینگل، جنهر اباد، ډندر اباد و قریجات که در ان خدمات نیست
34		پارون	قریجات که در آنها خدمات نیست و قریجات که در ان خدمات نیست
35		شاهراه نورستان و کتر	قریجات مربوط به ساحات خلق لام و لیچه لام
36		شاهراه نورستان و کتر	
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38		شاهراه جلال اباد- کتر	

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سایت های RTD-TBS طبق احکام قانون تنظیم خدمات مخابراتی و پالیسی دسترسی سراسری برای ساحات که در ان خدمات مخابراتی نباشد یا سطح خدمات مخابراتی پائین باشد در نظرگرفته میشود			

### 3. Project Schedule

3.1 The timetable for the RFP bidding process set out below.

Event	Days from Start	Calendar Date
RFP document available	Day 1	Jan 12,2023 19/6/1444 22/10/1401
Deadline for questions of clarification جلسه قبل از تسلیمی افر ها جهت حل سوالات داوطلبان	Day 10	Jan 21,2023
Issue final responses of clarification	Day 17	Jan 28,2023
<b>Deadline for submission of Proposal(bidding opening date and time)</b> تاریخ و زمان افرگشایی پروژه دهم دسترسی سراسری	Day 27	Opening BID date and time Tuesday, Feb 7, 2023; 16/7/1444. 18/11/1401; 10 am

نوت: تاریخ های درج جدول 3.1 شرطنامه هذا قابل اعتبار میباشد.

3.2 If the scheduled day of an event falls on a public holiday in Afghanistan, the day of the event will be the next business day following the holiday.

4. **Address for Correspondence**

All correspondence relating to this RFP should be addressed to:

Ministry of Communication and Information Technology.  
Afghanistan Telecommunications Regulatory Authority  
Head of Plan and Development Department.  
13<sup>th</sup> Floor, MCIT Building  
Mohammad Jan Khan Watt,  
Kabul, Afghanistan  
www.atra.gov.af  
Tel.: +93 20 210 5179  
E-mail: [m.dauod@atra.gov.af](mailto:m.dauod@atra.gov.af)

**End of Part II**

### **Part III**

## **Rights and Obligations of Successful Proponent**

#### **5. Exclusivity**

The Successful Proponent shall not have exclusive rights to provide USO Services in the Mandatory and Optional Service Areas.

#### **6. Construction of Rural Telecom Network and Supply of USO Services**

The Rural Telecom Network shall be constructed and the USO Services shall be supplied by the Successful Proponent in accordance with the RTD Project Agreement and their Telecom Licences.

#### **7. TDF Subsidy Payments**

In order to promote the Government's policy of expanding telecommunications services and access into rural areas, the TDF fund allocation as a One-Time TDF Subsidy shall be paid as an incentive to the Successful Proponent to support the expenditures related to deployment of the Rural Telecom Network in the Mandated Service Areas. The TDF Subsidy payments shall be made in accordance with the enclosed RTD Project Agreement.

#### **8. Service Availability and Quality Specifications**

8.1 The availability and quality of the USO Services shall be in accordance with the TLA, term and conditions of the RTD RFP/agreement and telecom licence of the Proponent.

8.2 Quality of Service reports for the Mandatory Service Areas shall be reported to the Universal Access Department on quarterly and it also will be checked by ATRA monitoring department as per their plan properly.

#### **9. Scope of Service**

9.1 **Mandatory USO Services** – The Mandatory USO Services shall be provided to the Mandatory Service Areas in accordance with the terms of the existing license and the RTD Project Agreement.

9.2 **Optional USO Services** – In addition to the Mandatory USO Services, the Successful Proponent may provide certain other services in the Mandatory Service Areas, where the Successful Proponent is authorized to provide such services under its existing license but for such services no subsidy shall be paid, also if successful proponent constructed the RTD sites in the optional area without ATRA's permission, no subsidy shall be given to the mentioned sites.

#### **10. Regulation of Operators**

The operations of all operators, including the Successful Proponent of RTD sites, will be regulated by ATRA.

#### **11. Interconnection and Facilities Sharing**

11.1 Interconnection between the Successful Proponent's network and other licensed communications networks in Afghanistan is governed by:

- (i) the Telecommunications Services Regulation Law and other applicable laws in Afghanistan;
- (ii) the applicable license conditions,
- (iii) the Interconnection Rules and other rules and procedures issued by ATRA till now and those issued in the future; and
- (iv) the RTD Project Agreement.

11.2 The Successful Proponent's network for the RTD sites must be technically compatible with the existing LFSP, PSTN CDMA and GSM Networks(2G,3G and 4G) so as to provide seamless interconnection. For interconnection purposes, technical compatibility includes, but not limited to, compatible numbering, signalling, routing, synchronization, and interfaces.

11.3 The interconnection rates are regulated by ATRA. The interconnection rates determined by ATRA will be applicable to the Mandatory Service Areas that are specified in Schedule E of the RTD Project Agreement.

11.4 The towers constructed by the Successful Bidder as per the RTD Project Agreement to provide USO Services will be designed and constructed in order that each can be shared with at least two other Telecommunication licensed operators. These towers will be shared by the telecom operators on a first-come-first-served bases. ATRA will notify the terms of the tower sharing arrangement, if necessary, but other NEs shall be used on bases of agreement and contract with RTD winner.

## 12. Regulation of Successful Proponent's Tariffs

12.1 The tariff rates charged by the Successful Proponent for the USO Services shall be the same as applied by the Proponent in other parts of Afghanistan, if any complain received from the people in such regards ATRA will take decision.

12.2 The tariff rates charged by the Successful Proponent for services other than the USO Services will be subject to applicable licenses and regulation by ATRA in accordance with the Law where applicable.

## 13. Authority to Construct and Use Facilities

13.1 Subject to the terms of the RTD Project Agreement, the telecom Successful Proponent will be required to construct all telecommunications facilities for the provision of the USO Services in the mentioned RTD sites **for more information refer to article 2.10.**

13.2 The Successful Proponent may utilise any appropriate wireless or wireline technologies for the provision of the USO Services that meet the Rural Network Specifications set out in the RTD Project Agreement and as permitted in its Licence.

13.3 All communications facilities and equipment installed by the Successful Proponent as part of the Rural Network shall be:

- (i) new when first installed;
- (ii) field-proven in accordance with section 33; and

- (iii) so far as reasonably practicable, state of the art technology that complies with internationally and nationally recognized standards.

14. **Requirement to Own and Operate Rural Telecom Network**

The Successful Proponent shall be required to own and operate its own Network for the provision of the USO Services and the RTD sites owner are the telecom company who win the RTD sites through bid until their license are valid. If the license of the operator not extended then the ATRA will take decision to transfer the RTD sites to the other operators.

15. **Transfer or Change of Control**

Transfers and changes in the ownership or control of the Successful Proponent or Rural Network will be subject to ATRA approval in accordance with the RTD Project Agreement and UA Policy as well as TLA and existing GSM license, So without ATRA'S approval the ownership of the RTD sites could not be hand over to the other company or operators.

16. **Access to Public and Private Lands**

The Successful Proponent shall have rights of access to public and private lands or according to its Telecommunication License issued by ATRA, and the rights of inspection and entry, in accordance with the law and the lease agreement between the Successful Proponent and the owner of the land.

17. **Force Majeure**

If and to the extent that the Successful Proponent's performance of any of its obligations pursuant to the RTD Project Agreement is prevented, hindered or delayed by reason of a Force Majeure Event and such non-performance, hindrance or delay could not have been prevented by reasonable foresight or precautions including precautions that should reasonably have been identified at the time of a Mandatory Area Security Survey, , and cannot reasonably be circumvented through the use of alternate sources, work-around plans or other means, then the non-performing, hindered or delayed Successful Proponent may give written notice (a "Force Majeure Notice") to ATRA.

A Force Majeure Notice shall contain reasonable particulars of the Force Majeure Event in question and the effect of such Force Majeure Event as it relates to the obligations of the non-performing, hindered or delayed Successful Proponent hereunder.

Within 15 Business Days of receipt of the Force Majeure Notice, ATRA shall either:

- (i) certify in writing (a "Force Majeure Certification") to the non-performing, hindered or delayed Successful Proponent that a Force Majeure Event has occurred; or
- (ii) Indicate in writing to the non-performing, hindered or delayed Successful Proponent that a Force Majeure Event has not occurred, providing reasons for this conclusion.

Where ATRA has issued a Force Majeure Certification in response to a Force Majeure Notice in accordance with this RFP, it may agree with the Successful Proponent to amend the RTD Project Agreement in such a way that adapts to the circumstances of the Force Majeure Event.

Where a Force Majeure Certification has been issued in response to the Force Majeure Notice of the Successful Proponent, such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event will not constitute a default hereunder by the Successful Proponent for as long as such Force Majeure Event continues and the Successful Proponent continues to use its reasonable commercial efforts to re-commence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means.

For the purpose of this Agreement, "Force Majeure Event" means any of the following events beyond the control of ATRA and the Successful Proponent:

(i) With respect to the obligations of both ATRA and the Successful Proponent:

storms, earthquakes, landslides, floods, washouts and other acts of nature;

strikes, lockouts or other industrial disturbances of ATRA or the Successful Proponent, whichever is affected;

civil disturbances, sabotage, war, blockades, insurrections, terrorist actions, vandalism, riots, epidemics;

any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental authority whether in Afghanistan or elsewhere;

Security, war in the selected areas or around the areas.

any other material event that could reasonably be considered to be force majeure by reason that it is beyond the control of ATRA or the Successful Proponent, whichever is affected; and

(ii) With respect to the obligations of the Successful Proponent alone, substantial or material fires, explosions, breakage of or accidents to plant, machinery, equipment or other facilities of the Successful Proponent;

but does not include: (i) shortages of, or inability to obtain, network elements; or (ii) the inability of either ATRA or the Successful Proponent, whichever is affected to obtain financing or any other financial inability on the part of either ATRA or the Successful Proponent, whichever is affected.

## 18. **Plan and Development Department**

The Universal Access Department shall supervise the performance of the Successful Proponent in accordance with the RTD Project Agreement and any disputes arising from RTD Project Agreement in accordance with the Telecom Law of Afghanistan.

**19. Technical Audit .**

A person or persons, or a team appointed by the ATRA, shall perform certain functions in accordance with the RTD Project Agreement, including:

- (a) certification that Construction Milestones, which is listed in the RTD Project Agreement have been achieved which will include the acceptance of the construction of passive infrastructure, installation commissioning of Base Station Equipment and launch of USO services and availability of the USO services during the term of this agreement;
- (b) certification that events of force majeure have prevented the performance of certain obligations under the RTD Project Agreement by the Successful Proponent; and
- (c) Amendment of the Mandatory Service Areas, and certain necessary related amendments, upon the occurrence of a certified event of force majeure and the approval of the Optional Service Areas.

**20. Compliance with Law**

The Successful Proponent shall be required to comply with all the laws of Afghanistan applicable to its USO Services business at all times, including the Law, all regulations, by-laws, orders, directives and guidelines issued under the Law and the payment of all applicable taxes.

**21. Term of RTD Project Agreement**

- 21.1 The RTD Project Agreement shall commence on the Effective Date of Agreement and shall expire on the expiry date of the existing License of the Proponent, so the term of the RTD agreement related to the telecom license term and conditions, if the term of the telecom license extended then the RTD projects telecom services automatically will be updated because the telecom services depend to the telecom license.
- 21.2 If the License of the Proponent not extended or not renewed which terminated by cause, in this case ATRA shall recover the total amount of subsidy and other related costs incurred by ATRA for the design and implementation of this RTD Project sites, or the constructed and on air sites have to be hand over to the other existing operator for providing the telecom services in the selected areas.

**22. Other Provisions of the RTD Project Agreement**

The RTD Project Agreement contains other provisions, additional to those of the Licence, regarding the provision of the USO Services, on such matters as the failure to perform, insurance requirements, dispute resolution, indemnification, and assurances of both the Successful Proponent and ATRA.

**23. Fees Payable by the Successful Proponent**

The Successful Proponent will be responsible for paying all the fees which are applicable under the terms of its existing License.

24. **Frequency Spectrum**

- 24.1 The Successful Proponent may use terrestrial wireless or satellite access technology in providing the USO Services in accordance with its License conditions and relevant legal and regulatory provisions governing spectrum authorizations.
- 24.2 Proposals shall provide details of the frequency spectrum requirements of the proposed USO Services, including the frequency spectrum bands, number of channels and the anticipated type of use.
- 24.3 For details regarding available frequency spectrum for terrestrial wireless transmission systems, Proponents should contact ATRA;

**End of Part III**

## **Part IV**

### **Instructions to Proponents**

#### **25. Selection of Successful Proponent**

ATRA plans to execute a RTD Project Agreement with the successful proponent for the provision of USO Services as specified in section 9 of this RFP by the Qualified Proponent that proposes the lowest TDF Subsidy in accordance with this RFP, **for more information refer to the article 2.10.**

#### **26. Meaning of “Qualified Proponent”**

26.1 For the purposes of this RFP, “Qualified Proponent” means a Proponent that meets all of the following criteria:

- (a) The Proponent’s Proposal package meets all of the eligibility criteria set out in sections 27, 28 and 29 of this RFP;
- (b) The Proposal meets the RTD Project Agreement requirements and obligations described in sections 6 and 8 of this RFP; and
- (c) The Proponent is not otherwise disqualified for any reason, including any ground listed in section 33 and 37 of this RFP.

**(d) For more information refer to the article 2.10 of this RFP.**

26.2 The Bid Evaluation Committee will determine whether a Proponent qualifies as a Qualified Proponent for the purposes of the award of a RTD Project Agreement or not. The Bid Evaluation Committee shall make this determination in accordance with this RFP. The determination of the Bid Evaluation Committee when approved by the ATRA Board shall be final and binding upon the Proponents.

26.3 The form of proposed RTD Project Agreement is set out in Annex 8 to this RFP.

#### **27. Eligibility of Proponents to get RFP**

Afghan based Telecom licensed operators and TTSP A/D can get the bidding documents from ATRA and will be considered eligible to receive an official hardcopy version of the RFP and the soft of the RFP will be sent to the them via email.

Bidders for USO projects must be:

- (a) The existing telecom licensed Afghanistan based operators and, listed in section 30 of this RFP, to establish and operate a fixed or mobile communications or information services network in Afghanistan;
- (b) The mechanism which provided for the 10<sup>th</sup> RTD Project is applicable for the RFP as well.
  - (i) The network is facilities-based, providing service carried over its own physical infrastructure, and is not a resale network providing services carried entirely or substantially over physical facilities owned by another telecommunications services provider

(ii) The network is located in Afghanistan.

28. **Eligibility of Proposals**

28.1 A Proposal will be eligible for evaluation only if all of the following requirements are met:

- (a) The Proposal package must be complete and submitted in accordance with all the requirements of this RFP.
- (b) The Proposal must be received before the closing date and time for submission of Proposals identified in the related section.

(c) For more information refer to the article 2.10 of this RFP.

28.2 Proposals that do not comply with these requirements may be rejected as ineligible by the evaluation committee after approval of the ATRA board or MCIT minister.

29. **Eligibility of Proponents for Award of RTD Project Agreement**

In order to qualify for the award of a RTD Project Agreement, the Proponent must demonstrate in the proposal with details that it meets all requirements set in this RFP for more information refer to the article 2.10 of this RFP.

30. **Afghanistan Based Company**

30.1 The following telecom companies and TTSP A/D can apply for the implementation of this Rural Telecommunication Development (RTD) project:

- (a) Afghan Telecom
- (b) AWCC
- (c) TDCA (Roshan)
- (d) MTN-Afghanistan
- (e) Etisalat-Afghanistan
- (f) TTSP A
- (g) TTSP D

Note: Telecom Operators can bid for all part of the RTD site/s, TTSP A can bid for Passive and Active equipment of the RTD site and the TTSP D can only bid for the passive part of the RTD site for more information refer to the mechanism article 2.10 of this RFP.

31. **Operational Experience**

31.1 The Proponent must provide clear evidence that it has operated a telecommunications network that meets all of the following requirements:

- (a) the network is facilities-based (i.e. the network's telecommunications circuits run over its own physical transmission facilities, such as MSC/BSC/,MW, wires, cables, satellite antennae (dishes), and it is not merely a resale network utilizing circuits of another service provider);
- (b) The network is located in Afghanistan.
- (c) TTSPA/D shall show the experience certificate that they have constructed/supplied/installed the BS sites to the Operators as per section 2.10 mechanism of this RFP .

32. **Compliance with Licence(s)**

- 32.1 The Proponent must satisfy ATRA that it is in substantial compliance with the conditions of the existing telecommunications licence(s) held by the Proponent.

33. **Field Proven Equipment**

- 33.1 The Proponent must provide the technical specifications of the major types of equipment to be supplied, installed and operated in order to provide the USO (RTD Sites) services, including the local access facilities, link type, BTS type, BTS brand, BTS Capacity, Solar Panel, Battery for Backup, Hybrid Solar Inverter, Generator link capacity for each site, the MW transmission, Satellite transmit ion, OFC, backbone transmission facilities, the switching and billing and other facilities.
- 33.2 In the case of satellite based service and terminals, the proponent must provide a technical summary of the central hub and remote terminal specifications, including operating frequency band, size of dish/antennas, radiated power, receiver sensitivity, link budget, and service availability and reliability, etc. sufficient to demonstrate the technical performance required by the Service Agreement.
- 33.3 The proponent shall also describe the PSU that for which using generators, solar power, battery for backup and regulator equipment to be utilized for the Base Station and shall demonstrate that the service availability will be at least for 24hours from backup batteries.
- 33.4 The Proponent must demonstrate that the Proponent or the proposed suppliers of the equipment to be installed shall have been in the business of manufacturing telecommunications equipment for at least five years before the date of the Proposal.
- 33.5 All proposed equipment shall have been satisfactorily field-proven in actual service. To meet this requirement, the Proponent or the proposed suppliers shall have supplied equipment of the type described in the Proposal either in Afghanistan for minimum period of one year prior to the date of submission of the proposal, or to at least two other telecommunications network operators outside Afghanistan and the equipment shall have been in satisfactory service with those telecommunications network operators for a minimum period of one year prior to the date of submission of the Proposal.
- 33.6 In view of the rapid technological development in communications technology and hardware, Proponents may propose that it will install updated versions of the equipment in actual service. However, the changes introduced in the field-proven equipment shall be "evolutionary" and not "revolutionary" in nature. Proponents

shall provide full details of the technological changes introduced in the proposed equipment.

- 33.7 If the telecommunications equipment referred to in Section 34.6 has not already been in satisfactory service in Afghanistan for the past one year minimum, the Proponent shall submit the names, addresses, telephone numbers and fax numbers of the two network operators referred to in section 33.5. The Proponent shall also submit formal letters from these two network operators certifying satisfactory performance of the proposed equipment. ATRA reserves the right to verify the quality of the equipment and its satisfactory performance in actual service with the two network operators.
- 33.8 As an alternative to meeting the requirements of sections 33.5, 33.6 and 33.7 above, the Proponent must demonstrate satisfactory performance of the proposed equipment as part of the operations it has identified pursuant to section 31 of this RFP for a minimum period of one year prior to the date of submission of the Proposal.
- 33.9 The Proponent must provide documentation and information that clearly demonstrates that the requirements of this section 33 are met.
- 33.10 Any article or section which is not coincide to the mechanism then the article/s of the mechanism is applicable.

34. **Eligibility to Receive TDF Subsidy**

The proponent who implements the RTD-TBS project successfully according to the RFP/Agreement conditions will receive the TDF subsidy for the built, supply and installation of the RTD sites equipment and make them on air.

35. **Period of Validity of Proposal**

The Proposal shall remain valid for 90 days from the closing date identified in section 0 of this RFP.

36. **Bid Security**

- 36.1 The Proponent shall furnish Bid Security as per above mentioned (article 2.10 mechanism of RFP a) in the form of Annex 2 to this RFP and issued by a reputable bank located in or outside of Afghanistan that is acceptable to ATRA and shall:

at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety or cash;

be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Afghanistan, it shall have a correspondent financial institution located in the Afghanistan to make it enforceable.

be substantially in accordance with one of the forms of Bid Security included in Annex 2, or other form approved by the Purchaser prior to bid submission;

- 36.2 The Bid Security shall remain valid for a minimum period of 90 days from the closing date identified in section 0 . ATRA will not be obligated or liable to pay any accumulated interest on the Bid Security.

- 36.3 The Bid Security of the unsuccessful Proponents will be released not later than 45 days after the execution of a RTD Project Agreement with the successful Proponent.
- 36.4 A successful Proponent's Bid Security will be released after submitting the security performance and roll out plan and also will be provided the advance payment according to the agreement as well.
- 36.5 The Bid Security shall be forfeited by a Proponent in any of the following cases:
- (a) the Proponent withdraws its Proposal prior to execution of a RTD Project Agreement;
  - (b) where the successful Proponent has received from ATRA a Letter of Intent to execute a RTD Project Agreement and the proponent fails or refuses to submit the Security for Performance in accordance with sections 0 and 44 of this RFP;
  - (c) the successful Proponent does not execute a RTD Project Agreement within 45 days after issuance of the directive to this effect.
- 36.6 On the occurrence of any of the forfeiture events identified above in section 36.5, ATRA shall be entitled to select another Proponent. In such an event, ATRA may award the RTD Project Agreement to the proponent that proposed the next lowest TDF Subsidy for this project for which the first-selected Proponent proposed the lowest TDF Subsidy.

37. **Grounds for Disqualification**

- 37.1 ATRA shall disqualify Proposals and remove them from further consideration for any of the reasons set out below:
- (a) Failure to submit the Proposal by the prescribed deadline.
  - (b) Failure to submit a complete Proposal in accordance with this RFP.
  - (c) Failure to comply with any of the procedures or other requirements established by this RFP.
  - (d) Failure to submit the Bid Security amount specified in this RFP.
  - (e) Serious inaccuracy or misrepresentation of any material facts in any part of the Proposal.
  - (f) Any "corrupt practice", meaning the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in relation to competition process established by this RFP, the execution of a Service Agreement or issuance of a Licence.
  - (g) Any "fraudulent practice", meaning a misrepresentation of facts in order to influence the results of the competition process established by this RFP, the execution of a Service Agreement or Licence status, to the detriment of ATRA.

- (h) Any “collusive practice”, meaning a scheme or arrangement between two or more bidders (prior to or after bid submission), with or without the knowledge of ATRA, designed to establish bid prices at artificial, non-competitive levels and to deprive ATRA of the benefits of free and open competition.
- (i) Any “coercive practice”, meaning harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the competition process established by this RFP, or to affect the execution of a Service Agreement.

37.2 **Subsequent Disqualification** - If evidence of any of the activities referred to 37.1 of this is disclosed after the RTD Project Agreement has been awarded, ATRA may terminate the RTD Project Agreement and ATRA may revoke the Agreement without compensation. The provisions of this section are in addition to any criminal or civil legal action which may be available to or taken by any government or regulatory authority, including ATRA.

### 38. **Part 1 Structure Requirements (Technical Proposal):**

Part 1 of the Proposal shall include the following documents and information:

#### 38.1 **Cover letter and Attachments**

- (a) A cover letter and attachments that must be signed by a person or persons duly authorised by Law on behalf of the Proponent.
- (b) The cover letter must provide a summary description of the Proponent.
- (c) The cover letter must indicate a firm commitment to apply for the RTD Project Agreement.
- (d) The cover letter must confirm that the Proposal is open for acceptance by ATRA for 90 days from the bid closing date identified in section 0 of this RFP.
- (e) Also included with the cover letter, must be the Bid Security in the form of Annex 2 to this RFP, pursuant to section 36.

#### 38.2 **Information Regarding the Proponent**

The following information must also be included in Part 1 of the Proposal.

- (a) **Eligibility Information** - The Proponent must provide documentation that clearly demonstrates that it meets the requirements set out in sections 2.7, 29, 30, 31, 32, 33, 34.35,36 and other technical specification of this RFP.
- (b) It shall include all technical specification of the RTD sites equipment.
- (c) **Network Description** - The Proponent must provide a concise description of the planned network including:

- (i) a description of the local access, transmission, switching and billing technology to be employed, including the transmission and service performance characteristics as required in accordance with Section 34;
- (ii) in the case of satellite based service and terminals, a technical summary of the central hub and remote terminal specifications, including operating frequency band, size of dish/antennas, radiated power, receiver sensitivity, link budget, and service availability and reliability, etc. sufficient to demonstrate the technical performance required by the RTD Project Agreement.
- (iii) a description of the solar power, battery and regulator equipment to be utilized for the Base Stations and shall demonstrate that the service availability specifications of the RTD Project Agreement are met, also has to describe that the backup batteries will keep on the BS minimum 48hours if there is no power in (from solar/city electricity/generator)
- (iv) a description and diagram showing the form of antenna support structure proposed for the Base Stations (if applicable), with particular attention to the practical considerations and requirements for periodic removal and re-deployment of the terminals which shall/may be required;
- (v) the roll-out/service coverage plans for the implementation of the this project and expected growth over five years;
- (vi) the applicable technical standards, frequency spectrum requirements (where required), which should include information concerning the frequency spectrum bands, total bandwidth or number of channels and the anticipated use;
- (vii) network traffic capacity; and

It is important to note that the Successful Proponent must construct and operate its network in accordance with the plans submitted and the technology described in the Proposal.

- (d) **Frequency Spectrum Application** - The proponent will use the frequency spectrum which has been assigned to it under the terms of its existing Telecom license.
- (e) **Operations Description** - The Proposal must include and 2.7 of this RFP and the following:
  - (i) a general description of the proposed approach to operation and management of the USO Services(i.e. business model), explaining that how the Base Stations are going to be run. For example local entrepreneur, local community or the Proponent itself;
  - (ii) a brief description of any land or rights in land (i.e. rights of way) that must be acquired or guaranteed for the operations and the estimated cost of acquiring such land or rights in land; and

- (iii) a description of quality standards and capacity (which must accord with the RTD Project Agreement), performance monitoring, call metering and billing and maintenance procedures and systems.
- (f) **Tariffs** - The Proposal must include the proposed tariffs of the Proponent for USO Services through the Base Stations network, and an estimate of revenues from the same, which must be prepared in accordance with section 12 of this RFP and within the limits specified by the RTD Project Agreement.

### 38.3 **Additional Information**

The Proponent may include with Part 1 of its Proposal the following:

- (a) The Proponent's comments on the draft RTD Project Agreement or issues regarding the existing Licence, if any; and
- (b) Any of the Proponent's ideas, opinions and information that do not fit into other parts of the Proposal.

### 39. **Part 2 Structure Requirements – Subsidy Proposal**

Part 2 of the Proposal shall include the following documents and information:

- 39.1 **Subsidy Proposal** – The Proponent must provide a completed TDF Subsidy Proposal Form prepared in accordance with table mentioned related parts of this RFP.
- 39.2 **Currency of Subsidy Proposal** – The proposed TDF Subsidy may be set out in Afghan Currency or US Dollars. The Proponent shall clearly indicate the currency used in its proposed TDF Subsidy. For evaluation and comparison purposes, ATRA shall convert all proposed USO Subsidies expressed in various currencies into Afghani using the exchange rate determined by the Da Afghanistan Bank on the contract signing date and all payment will be done in afghan currency according to that exchange rate.
- 39.3 The winner is not depend to the lower subsidy offer so the better technical specification has more effect for the winning of the RTD sites.
- 39.4 If any mistyping or sentences or.... found by proponent that are not matching with the TLA, UAP and Telecom License then the offeror could contact with the **P and D department**
- 39.5 All the clauses of article 2.10 (mechanism of this RFP) **are applicable will be given priority if any other clauses or article are not meet with 2.10**

### 40. **Pre-Proposal Meeting**

- 40.1 ATRA may choose to conduct a “pre-Proposal meeting”, if judged necessary, in the Meeting Room (10th Floor) located at MCIT Building, Mohammad Jan Khan Watt Kabul. The time and date will be announced. The purpose of the meeting will be for ATRA to provide answers to the written questions posed and comments made by potential Proponents (see sections .. and 45.6 regarding the submission of questions and comments), and to otherwise clarify or amend the Proposal process

and related documentation. All authorised representatives of potential Proponents shall be entitled to attend the meeting.

- 40.2 ATRA will keep a separate register of all those who are present at the pre-Proposal meeting. All representatives from the Proponents and ATRA attending the meeting shall sign the register.
- 40.3 ATRA will prepare minutes for the pre-Proposal meeting. The minutes, and the text of any written questions and answers from Proponents, will be published by ATRA on the ATRA Website. [Minutes of the meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting shall be transmitted to all purchasers of the bidding documents. Any modification to the bidding document as a result of the pre-bid meeting shall be made by ATRA exclusively through the issue of an Addendum and not through the minutes of the pre-bid meeting].
- 40.4 Responses to the written questions and results of the pre-Proposal meeting shall not constitute an amendment to the RFP documents or the Proposal process unless ATRA issues an Addendum to the RFP containing the amendments.

#### 41. **Submission of the Proposal**

41.1 The Proponent shall prepare the Proposal as follows:

- (a) The Proponent shall prepare one copy of the Proposal
- (b) The Proponent shall also prepare one electronic copy of the Proposal (i.e. a CD-ROM or computer diskette containing a copy of the Proposal that is in a format readable by Microsoft Word or Adobe Acrobat software).

41.2 On Proposal package shall be clearly marked with the following information:

*Proposal to ATRA for Tower/Base Station **Project (RTD-TBS10-2023)***

Name of Proponent:

Local Contact Name and Phone Number:

**DO NOT OPEN, EXCEPT IN PRESENCE OF THE BID EVALUATION COMMITTEE OF ATRA-MCIT.**

**NOT TO BE OPENED BEFORE:** Opening BID date and time: Tuesday, Feb 7, 2023; 16/7/1444. 18/11/1401; 10 am

- 41.3 ATRA will provide a written receipt confirming the delivery of each Proposal received prior to the closing date and time.
- 41.4 The Bid Security should be enclosed in a separately sealed envelope clearly marked with the name of the Proponent and the text "Bid Security". This envelope should be delivered with the Proposal packages.
- 41.5 **Delivery of the Proposal** - The Proposal packages shall be delivered to the following address before the closing date and time identified in section 42.8:

Attention of Universal Access Department  
Afghanistan Telecommunication Regulatory Authority (ATRA), 10<sup>th</sup> Floor, MCIT  
Building, Mohammad Jan Khan Watt, Kabul, Afghanistan

- 41.6 If the Proposal box is not sealed and marked properly, ATRA will assume no responsibility for the Proposal or the disposition of its contents. Improperly marked or sealed packages may be rejected by ATRA.

**Closing Date for Submission of the Proposal** - The sealed Proposal package shall be delivered to ATRA at the address specified in section 41.2 no later than **10:00** Tuesday, Feb 7, 2023; 16/7/1444. 18/11/1401;

- 41.7 **Late Proposal** - No Proposals will be received after the closing date and time identified in section 41.2.

42. **Opening of Proposals**

- 42.1 ATRA will publicly confirm the duly received Proposals in the presence of authorised representatives of any Proponents who desire to attend, commencing at **10:00 AM**, Feb 7, 2023 on the closing date identified in section 0, in the Secretor General office , 10<sup>rd</sup> Floor, MCIT Building. The opening will proceed whether one or more representatives of Proponents are present or absent.
- 42.2 When the Proposals are opened, ATRA will confirm the identities of all Proponents and all proposed USO Service Providers and will announce the amounts of the individual Proponents' TDF Subsidy Proposals.
- 42.3 ATRA will keep a separate register of all those who are present at the opening of the Proposals. All representatives from the Proponents and ATRA attending the meetings shall sign the register.
- 42.4 ATRA will prepare minutes for the "Opening of Proposals" meeting. The minutes will be published by ATRA on the ATRA Website.

43. **Evaluation of Proposals**

As it is a open BID ,so the lowest Subsidy offer for the RTD site is not the only BID winner if all other technical specification doesn't provided by the proponents according to the RFP, so that the proponent shall submit the complete proposal according to this RFP otherwise the BID has to be rejected or disqualified because of not complete according to the RFP conditions. The winner will be according to the conditions set in this RFP that are lowest price, link type, telecom services, BTS type and brand, PSU, tower construction and other technical criteria mentioned in this RFP.

Letter of Intent

- 43.1 ATRA will issue a Letter of Intent ("LOI") to the successful Proponent to confirm ATRA's intention to sing a RTD Project Agreement.

44. **Security for Performance**

The successful Proponent to whom the LOI has been directed shall furnish 10% of Performance Security in accordance with the RTD Project Agreement.

**45. Communications, Comments and Requests for Clarification**

- 45.1 All deliveries, notices or other communications made by ATRA to Proponents in connection with the Proposal process shall be sent by fax, e-mail or personal delivery to the registered office of the applicable Proponent, as specified at the time the Proponent registered with ATRA to purchase an RFP.
- 45.2 All deliveries, notices or other communications made by Proponents to ATRA in connection with the Proposal process shall be sent in writing by e-mail or personal delivery, unless otherwise specified by ATRA, to the address specified in section 41.5.
- 45.3 Subject to section 45.7, during the period between the deadline for submissions of Proposals and the award of TDF Subsidy, no Proponent and no party interested in a Proposal shall be permitted to discuss the merits of any Proposal with any representative of ATRA. Any communications, or attempted communications, in contravention of this section shall be grounds for immediate disqualification.
- 45.4 Proponents are expected to carefully examine all instructions, forms and annexes in the RFP. Failure to furnish all information required by the RFP or the submission of a Proposal that does not comply with the RFP in all respects may result in disqualification of the Proposal.
- 45.5 A prospective Proponent requiring any clarification of the RFP, the draft RTD Project Agreement may pose one or more questions to ATRA in writing by e-mail or personal delivery up to fifteen (15) days prior to the deadline for submission of bids. ATRA will respond in writing (including an explanation of the query but not identification of its source) to all prospective bidders that have received the bidding documents.
- 45.6 A prospective Proponent may make comments on the structure and contents of this RFP, the draft RTD Project Agreement and Licence. Such comments should be sent in writing by e-mail or personal delivery to ATRA up to twenty- one days prior to the deadline for submission of bids. ATRA will respond in writing (including an explanation of the query but not identification of its source) to all prospective bidders that have received the bidding documents.
- 45.7 To assist in the examination and evaluation of Proposals, ATRA may, at its discretion, ask any Proponent for a clarification of its Proposal. Any clarification submitted by a Proponent in respect to its Proposal that is not in response to a request by ATRA shall not be considered. ATRA's request for clarification and any response shall be in writing. No change in the proposed TDF Subsidy amount shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by ATRA in the evaluation of the Proposals.

**46. Confidentiality of Proposals**

- 46.1 ATRA shall treat all Proposals received in relation to this RFP as confidential during the period before the award of the RTD Project Agreement.
- 46.2 Neither ATRA nor any of its agencies, employees, representatives, advisors or consultants shall be liable in any respect whatsoever to any Proponent or any of

their representatives for damages or harm resulting from a failure to maintain such confidentiality.

47. **ATRA Use of Proposals**

Subject to the patent, copyright, trademark and similar laws of Afghanistan, ATRA shall have the right to use or reproduce ideas and information contained in a Proposal without notice or payment of any kind to the Proponent.

48. **Cost of Proposal and Bidding**

The Proponent shall bear all costs associated with the preparation and submission of its Proposal and ATRA will in no case be responsible for these costs, regardless of the conduct or outcome of the Proposal process.

49. **Modification of Terms of RTD Project Agreement and Licence**

All the telecom operators mentioned in section 30 of this RFP are authorized to operate in any part of Afghanistan under their existing license conditions. The successful Proponent will be granted the TDF subsidy for the extension of their network to the selected and agreed rural areas. There is no need for the modification of their existing licenses.

50. **Reservation of Rights**

- 50.1 ATRA reserves the right, in its sole discretion, to take any action, including amendment of this RFP, which it considers necessary to ensure that the Proposal process occurs in a fair, open and transparent manner, in accordance with law and so as to meet the objectives of ATRA.
- 50.2 ATRA further reserves the right to modify or terminate the Proposal process at any time in its sole discretion.
- 50.3 ATRA also reserves the right to reject any or all Proposals and/or decide not to select any Proponent for award of the RTD Project Agreement.
- 50.4 For greater clarity, ATRA is not legally obligated to execute the RTD Project Agreement. It may terminate the Proposal process or revoke an award of the RTD Project Agreement at any time before the RTD Project Agreement is executed.
- 50.5 Neither the IROA nor any of its Ministries, agencies, employees, representatives, advisors or consultants, including the ATRA, shall incur any liability whatsoever to any Proponent or any of their respective shareholders or members or any other Person by reason of any decision made or action taken by ATRA, its employees, consultants or advisors, in connection with the evaluation or disqualification of a Proposal or the carrying out (or termination) of the Proposal process initiated by this RFP.

51. **Legal and Formal Requirements**

- 51.1 **Governing Law** - This RFP and RTD Project Agreement executed shall be exclusively subject to, and interpreted in accordance with the laws of Afghanistan.
- 51.2 **Settlement of disputes** - Any dispute, controversy or claim arising out of or in connection with this RFP document, or the breach, termination or invalidity thereof,

shall be settled by final and binding arbitration in accordance with the Arbitration Commission of the Da Afghanistan Bank and any amendments thereto or re-enactments thereof and the venue shall be in Kabul.

**51.3 Currency**

- (a) Any currency could be mentioned in the proposal but the payment shall be done in Afghan Currency bases of exchange rate from De-Afgh Bank on contract signing date, so the currency shall be converted to Afghani on that date then all payment shall be done according to that Afghan Currency converted on contract signing date.
- (b) Neither IROA nor any of its Ministries, agencies, employees or representatives, including ATRA, shall be liable for financial risks relating to the fluctuation of the exchange rate of any currency against any other currency.

**51.4 Language** - The Proposal, the accompanying documents, and all correspondence relating to this RFP shall be submitted in the English with the translated to one of the national language.

**51.5 If clauses of any article of this RFP does not match with clauses including article 2.10** , so the priority is given to the all **clauses** of article 2.10 of this RFP.

## Annex 1

## Subsidy Proposal Form

**PROPOSAL TO RURAL TELECOM NETWORK UNDER THE UNIVERSAL ACCESS PROGRAM OF AFGHAN GOVERNMENT**

To: Secretary General  
 Afghanistan Telecommunication Regulatory Authority  
 10<sup>th</sup> Floor, MCIT Building, Mohammad Jan Khan Watt  
 Kabul, Afghanistan

1. The Proponent, **[●Insert name of Proponent●]**, hereby commits to assume all of the USO Service obligations identified in the RFP, the RTD Project Agreement and the Licence in consideration for the award of the RTD Project Agreement and the Licence and payment of the amount of TDF Subsidy indicated in the following tables:

Provinces Selected for the RTD Project, Pilot Project	
Is the Proponent submitting a TDF Subsidy Proposal for the selected provinces?	<b>[●Insert 'Yes' or 'No'.●]</b>
What is the Proponent's TDF Subsidy Proposal for the build and operation of RTD Project facilities in the selected provinces.	<b>[●Enter amount of proposed TDF Subsidy for the USO Level in the USO Regions. The amount must be set out in both words and numbers.●]</b>

2. In the event of any discrepancy between the TDF Subsidy amount set out in words and numbers, the amount set out in words shall govern.
3. This TDF Subsidy Proposal shall remain valid in accordance with section 35 of the RFP.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

in the capacity of **[●Insert title/position of individual signing●]** duly authorized to sign bids for and on behalf of **[●Insert name of Proponent●]**.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Witness Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**Annex 2**

**Bid Security Form**

**Bid Security (Bank Guarantee)**

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

\_\_\_\_\_  
*[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** Afghanistan Telecommunication Regulatory Authority, 10<sup>th</sup> Floor, MCIT Building,  
Mohammad Jan Khan Watt, Kabul, Afghanistan *[Name and Address of Purchaser]*

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
*[signature(s)]*

## Bid Security (Bid Bond)

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

BOND NO. \_\_\_\_\_

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Purchaser]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[amount of Bond]*<sup>1</sup> *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Purchaser dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, for the construction of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity; (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Purchaser at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_ day of \_\_\_\_\_ 20\_\_.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_  
Corporate Seal (where appropriate)

\_\_\_\_\_  
*(Signature)*  
*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*  
*(Printed name and title)*

<sup>1</sup> The amount of the Bond shall be denominated in the currency of the Purchaser’s country or the equivalent amount in a freely convertible currency.

Mandatory Service Areas of the RTD Project for the Construction of Towers, Base  
Stations and the provision of USO Services

**Regards**

**PDD-ATRA**