

Islamic Emirat of Afghanistan  
Ministry of Communication and Information Technology (MCIT)  
Afghant Telecom Corporation (AFTEL)

AMENDMENT NO. 3

To

INTERNATIONAL COMPETITIVE BIDDING (ICB)

FOR

Forty (40) Gb Internet Bandwidth through Pakistan Route Chaman, Torkham and Ghulam Khan  
Borders for backup Services

Type of Contract: Lump Sum Contract

Reference No: MCIT-AFTEL/1401/NCS-0021/ICB

ISSUED ON: February 7, 2023

Kabul, Afghanistan

**Amendment No.3 to Bidding document**

Forty (40) Gb Internet Bandwidth through Pakistan Route Chaman, Torkham and Ghulam Khan Borders for backup Services  
 Reference No: MCIT-AFTEL/1401/NCS-0021/ICB

The following amendments are made to the SBD Document for the above Project:

Standard Bidding Documents		
Reference to Bidding Document	Original	Amendment as
Section 3 - Performance Specification of (Terms of References) of the bidding document	Terms of References (TOR) For Afghan Telecom 40 Gb Bandwidth Project	The Revised Terms of References (TOR) For Afghan Telecom 40 Gb Bandwidth Project
		<b>Replaced</b> As attached with this amendment (Annex No. 1)

All the other aspects of the Original Bidding Document remain unchanged.



Handwritten signatures and initials in blue ink, including a large signature and the word 'دفعه' (Dafah) written vertically.



**Annex No. 1**  
**to the Amendment No. 3**

ISLAMIC EMIRATE OF AFGHANISTAN  
MINISTRY OF COMMUNICATION AND IT  
AFGHAN TELECOM CORPORATOIN

**TOR**

**For**

**Afghan Telecom 40Gb Bandwidth Project**

# Contents

Page 1

Project Background: .....	1
Objective: .....	1
Technical Specifications:.....	1
Scope of work, warranties and liabilities of the parties.....	3
Termination of the contract .....	3
Confidentiality .....	5
Service' Parameters .....	5
Area of Service Provider's responsibility.....	5
Service Availability .....	6
Customer Service.....	6
Maintenance.....	6
Measurement and reporting .....	7
Measurement of downtime .....	7
Measurement of failure restoration time.....	7
Bandwidth Test and Link Performance .....	8
Regulation of compensation payable to the customer .....	8
Payment for the services.....	8
Duration of the contract.....	9



A handwritten signature in blue ink, consisting of a large, stylized initial 'S' followed by several loops and a horizontal line.

A handwritten signature and initials in blue ink, including a large initial 'S' and some illegible text below it.

**Project Background:**

Afghan Telecom Corporation (AFTEL) is the largest telecommunication services provider in Afghanistan. The company is working continuously to fulfill and satisfy the market requirements, keeping pace with the emerging technologies in the telecommunications sector and satisfying the customer's needs.

Afghan Telecom is the pioneer in implementing new telecommunication services in Afghanistan & a leader in the Afghanistan telecommunication market. The role & use of telecommunications is significant for the development of the people & the country.

Believing in the importance of its customers and fulfillment of their needs, Afghan Telecom Corporation is going to sign the contract for provisioning 40 Gbps Internet through Pakistan route Chaman, Torkham, and Ghulam Khan borders for backup services, Kabul and regions customers, capacity may upgrade as per Aftel future requirements and need.

The main importance and goal of this project is to provide fast and reliable Internet service to all customers including government's entities, ISPs, Telecom operators, corporate customers.

By implementing this project, AFTEL service level will be improved and will be able to provide reliable and stable Internet service to customers for Kabul and regional customers.

**Objective:**

This project is in order to establish links with uplink Service Providers from neighbor countries to get connected globally and provide Internet services to Afghan Telecom customers by optical fiber cable. This will empower Aftel to provide reliable Internet service with lowest possible price to all customers over the country including Salaam users

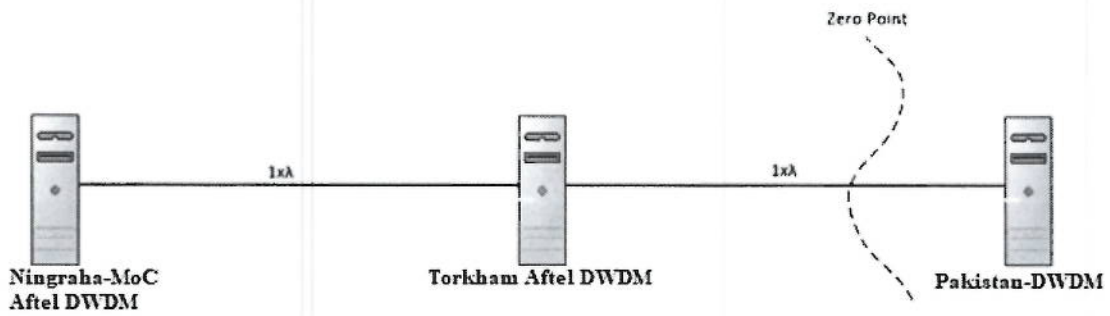
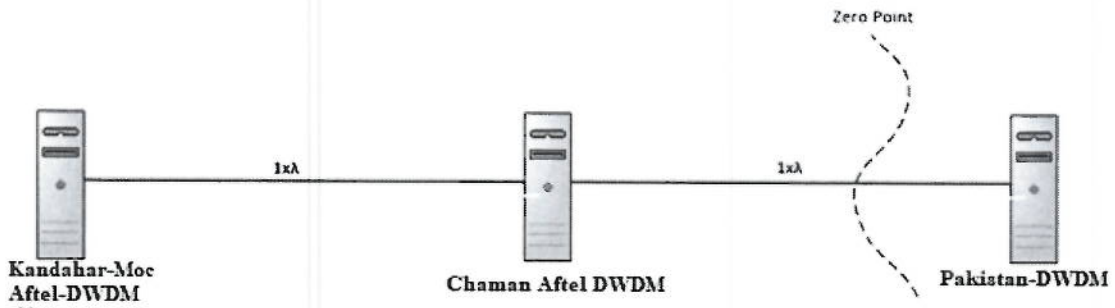
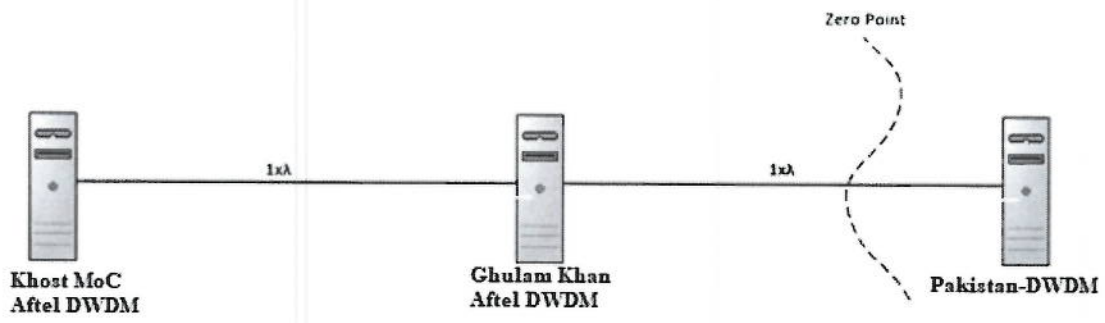
**Technical Specifications:**

Optical fiber cables are already laid and connectivity is established. No need for any equipment or devices to be installed.

Interconnection Node of Afghanistan	AFTEL Node Capacity	Required Network Bandwidth	Occupied Network Bandwidth
Torkham	20G (DWDM)	20Gbps	2-10Gig base
Cahman	10G (DWDM)	10 Gbps	1-10Gig base
Ghulam Khan	10G (DWDM)	10 Gbps	1-10Gig base



Handwritten signatures and dates in blue ink, including a date that appears to be '2022'.



Handwritten signatures and notes in blue ink, including a large signature and some illegible text.

### **Scope of work, warranties and liabilities of the parties**

- The customer warrants full and timely payment for the services provided by the service Provider to the customer hereunder.
- Service Provider is responsible to provide full-unlimited access to Internet without any type of filtering.
- Scheduled tests of the Services shall not be held more than once a month and not more than 24 hours totally in quarter. If scheduled maintenance time exceeds the mentioned time than the customer will not pay scheduled maintenance of the Services.
- The Service Provider shall notify the Customer of maintenance and repair works one business day prior to their beginning.
- The Customer may get a discount (credit) on monthly fees in the event of Service outages.
- Each Party is liable for obtaining all necessary permits, rights and licenses to operate within the limits of the applicable law.
- The customer is liable for timely notification of the Service Provider of any changes to its correspondence address, fax/phone or e-mail, to which monthly invoices should be sent.
- The Parties undertake to use only certified equipment and licensed software during execution of this Contract.
- In the event of termination of this Contract, each Party is solely liable for all contracts and contracts that it has signed with its subscribers, users and Service Providers.
- Each Party individually considers the claims of its subscribers, users and other Service Providers regarding contracts and contracts signed with that Party.

### **Termination of the contract**

- Either Party may terminate this Contract by notifying the other Party in writing 30-calendar days prior to such termination.
- Regardless of the reason of termination, this Contract shall be terminated without prejudice to any rights; liabilities and obligations of either Party accrued during the period preceding the termination. Respective obligations of the Parties, which can be inherently retained after termination of this Contract, shall be retained after termination



or expiration of this Contract, including but not limited to, provisions related to confidentiality of information, material and financial liabilities and settlement of disputes.

- In case of any failure, trouble, mistake, shutdown, breakdown or any other negative actions and line functioning, as well as SLA nonperformance by Service Provider, customer has a right to terminate Contract and/or order with no penalties for the customer for early termination, with prior notice about such failures.
- Not with standing other provisions of this Contract, each Party shall have the right to terminate this Contract by notifying the other Party in writing, if:
  - 1) A notice of business bankruptcy or insolvency has been given to the other Party, and there are objective reasons for validity of bankruptcy or insolvency of the other Party; or
  - 2) The other Party commences legal procedures for its liquidation or dissolution;
  - 3) It is required by the government, state, legislative or regulatory authority with jurisdiction over such Party; or
  - 4) a license, permit or authority of any of the Parties required for provision or use of the Service has been expired, suspended or withdrawn by the public authority with jurisdiction over such Party, and such license, permit or authority hasn't been recovered within 60 days after its expiration, suspension and withdrawal; or
  - 5) A force majeure event that adversely affects the performance of or prevents proper performance of material obligations of the other Party arising out of this Contract continues for a period of more than 10 days.





### **Confidentiality**

During the period of validity of this Contract and three (3) years after its termination each Party shall treat as confidential and protect all information received as a result of execution of this Contract, including the text of this Contract. Each Party shall use confidential information only for the purpose of performance of its obligations hereunder and take all necessary steps to prevent disclosure or misuse of the confidential information. Each Party undertakes not to transfer information about the other Party received during discussion and execution of this Contract to any third party (excluding representatives of relevant government authorities entitled to receive such information in accordance with the national law) without express consent of the other Party or valid judgment.

### **Service' Parameters**

The Services must have the following specified parameters for landlines (not radio):

- Maximum Round Trip Delay on Service Provider's Backbone Network: no more than 15ms;
- Packet Loss for transmissions from the Service Provider Edge Router to the Customer: no more than 0.5% (to the border Pakistan (Chaman, Ghulam Khan, Turkham))
- Maximum Latency should be 30-45 to M9 (Msk-1X) & Google (4.2.2.2, 8.8.8.8) in Afghanistan border RTR (Traffic Exchange Point)
- Contractor need to provide internet services from Tier 1 to customer.

To define and measure the Service Parameters the following rules shall be applied:

- All parameters are measured in the area of Service Provider's responsibility and over internet;
- Service Provider is responsible for service till it is connected to Customers Equipment

#### **Area of Service Provider's responsibility**

- The area of Service Provider's responsibility includes whole IP network of the Service Provider and towards internet, including nodes of the Service Provider and its regional offices, which connect their backbones and data centers under the Service Provider's control. Area of Service Provider's responsibility ends at the junction of fiber-optic



Handwritten signatures and initials in blue ink, including a large signature and several smaller ones, some with dates like "2012" and "2011".

Communication lines at end the interconnection point with Customer. Service Provider shall make every effort to provide services without web-filters, Law Enforcement Support System and other control activities.

- Within the area of its responsibility the Service Provider guarantees availability of the Services and monitors the Service. Being said Service Provider Guarantees general availability of Internet.

### **Service Availability**

#### **1. Levels of service availability**

The Service of the Service Provider is deemed fully available, if the Customer may use certain features provided by the Service. The Service Provider guarantees monthly service availability of at least 99.7%. (718 hours) in a month if downtime happens more than (6 hours) in a month then will be deducted from invoice

Events, in which the customer cannot use features of the service because of complete lack of the Service, are deemed downtime.

Cases of downtime are taken into account during measurement of the service availability rate, save for the cases of Service outages due to scheduled maintenance agreed with the Customer in advance, or due to update of the Service ordered by the Customer, or cases arising during elimination of circumstances that threaten operating capabilities of other customers and/or network in general, or cases that have already arisen due to the circumstances that are not under the Service Provider's control, such as:

- force majeure;
- failures caused by deviation of the customer from the agreed operating conditions;

#### **2. Classes of Service based on the Maximum Failure Restoration Time**

Restoration time (RT) is a period of time between a moment when Service Provider's NOC has been informed for the first time and a moment when the Service has been fully restored in accordance with its specification. A failure means a case of downtime or partial availability of the Service. Maximum Failure Restoration Time (MFRT) is the maximum value of RT measured during one month.

### **Customer Service**

The Service Provider ensures the following level of customer service:

- 24/7 availability of NOC for Customer's calls; the Customer shall inform the Service Provider about any failure by phone numbers and addresses listed.
- The customer shall receive an answer from Service Provider's technical support engineer no later than within 20 minutes after receiving a trouble ticket by NOC.
- Troubleshooting report shall be submitted every two hours in the event of downtime and progressively in the course of investigation in the event of degradation of Service quality;
- Escalation procedure.

### **Maintenance**

The Service Provider monitors its network on a continuing basis and proactively takes measures that can be preplanned or caused by failures.



Several handwritten signatures and initials in blue ink, located in the bottom right corner of the page. One signature is a large, stylized loop, and another is a more complex scribble.

The Service Provider may replace cables and equipment to meet the provisions of this terms and conditions of the Service provisioning under the Contract. The Service Provider shall make every effort to minimize any inconvenience suffered by the Customer in connection with such works.

Scheduled maintenance or replacement of equipment shall be made within specially defined time intervals: from 23:00 till 02:00 GMT +0, taking into account the time of loading on the type of equipment used by the Customer. If it is impossible to carry out maintenance works at night, or in case of accidental failures maintenance works may be carried out in the daytime. If the Service Provider plans to carry out scheduled maintenance, it shall notify the Customer by fax or email of the type of the maintenance and its duration at least 24 (twenty-four) hours prior to the beginning of maintenance.

### **Measurement and reporting**

The Service Provider on a regular basis shall make measurement of service parameters and related reporting and then share it with the Customer.

### **Measurement of downtime**

The following principles shall be applied to measure downtime:

- Service availability shall be monitored by NOC Transmission on a continuing basis.
- TT shall be opened by NOC in each case of downtime. An authorized representative of the Customer or Service Provider may initiate TT.
- When the downtime issue occurred then TT will open by NOC Transmission on both side (Provider and Customer) and follow up the issue by both sides until the issue resolved.
- TT shall contain information about the moment of the beginning of downtime and the moment of service restoration. Service Restoration Time shall be agreed with the Customer.
- The moment of the beginning of downtime shall be the moment at which problem started.
- The moment of the end of downtime shall be defined as the moment at which the Service is restored in full.

### **Measurement of failure restoration time**

The following principles shall be applied to measure failure restoration time:

- TT (Ticket) shall be opened by NOC in each case of any failure. An authorized representative of the Customer or Service Provider may initiate TT.
- TT shall contain information about the moment of the beginning of a failure and the moment of service restoration.
- The moment of the beginning of a failure shall be the moment at which an authorized representative of the Customer contacts NOC of the Service Provider with the requirement to open TT or TT is opened by the Service Provider's NOC on its own initiative.
- The moment of failure restoration shall be defined as the moment at which the Service is restored in full.
- TT shall be stored in NOC's log.



- TT opened due to partial availability of services shall not be taken into consideration during measurement of MFRT in the event of usage of Customer's port on the Service Provider Edge Router by more than 90%.

#### **Bandwidth Test and Link Performance**

Afghan telecom will perform bandwidth test once a month to ensure the contracted bandwidth allocation. The below procedures should be carried out for testing the bandwidth:

- Making the link congested by putting more traffic on the link.
- IPERF is an open-source tool that can be used to test network bandwidth and performance. IPERF is much more reliable in its test results compared to many other online network speed test Service Providers.

#### **Regulation of compensation payable to the customer**

The following cases shall be deemed the downtime:

- periods of full unavailability of the Services
- periods of partial availability of the Services for more than 10 consecutive minutes
- Periods of bandwidth degradation

In case of an interruption of the services occurred within the area of Service Provider responsibility and through its fault, Service Provider shall decrease the monthly rate to an amount proportional to the time of interruption (according to the information of the Service interruption) on the basis of the payment per each hour of the delay in the provision of the Service (cost of one hour is equal to 1/720 (one of seven hundred twentieth) part of the monthly amount for the relevant Service) in the accounting month. Service Provider shall not be liable for any delays and interruptions of the Services caused by damage of the Customer's hardware and/or software or its improper use through no fault of Service Provider.

#### **Payment for the services**

- Settlement month is set from the (1st till 30th / 31st) day of month.
- Monthly fees for provision of the Services shall be paid by the Customer within Thirty (30) Calendar days from the date of receipt of corresponding invoice from the Service Provider.



*[Handwritten signature and stamp]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

**Duration of the contract**

- The contract term for this service is for three full years (36 months) with effect from the link(s) activation date.
- This contract shall be renewed for the following points during the review/negotiation of the contract by both parties at the end of each year of the contract.
  - The performance of Services.
  - The yearly market prices review.
  - The availability of the budget.
- This contract shall enter into force when signed by both Parties and remain in full force and effect until expiration of the terms of the services specified here of or until terminated under the conditions specified in (TERMINATION OF THE CONTRACT).
- Any changes/modifications to the Services provided under this Contract may be made only on the basis of signing an amendment by both, which contains information about the conditions, value and desired/actual terms of such changes/modifications.
- The service is available 24 hours a day, 7 days a week, except the time for maintenance and repair works.

**Price and Total Bandwidth:**

Request for quote of Internet capacity for the period of 3-years from Pakistan route (Torkham, Ghulam Khan, Chaman (Afghanistan border)

S/N	Description	Requirement	Price Per Mbps	Total Price
1	Tier 1 Internet Service	40 Gbps		

The bottom section of the document contains several handwritten signatures and stamps. A prominent circular stamp in green ink is centered, featuring the text "Afghan Telecom Corporation" around the perimeter and the Pashto word "افغان" (Afghan) in the center. To the right of this stamp, there are multiple overlapping signatures in blue and green ink, some of which appear to be official or contractual signatures. The background of this section is white with faint vertical lines.