

Government of Islamic Emarat of Afghanistan
Ministry of Communication and Information Technology
Afghanistan Telecommunication Regulatory Authority

ISLAMIC EMARIAT OF AFGHANISTAN

AFGHANISTAN TELECOMMUNICATION REGULATORY AUTHORITY

REQUEST FOR PROPOSALS

FOR

RURAL TELECOMMUNICATIONS DEVELOPMENT PROJECT

119 TOWER AND BTS PROJECTS IN 104 RURAL DISTRICTS and 119 SITE OF SHARA of 15 Provinces

RTD-TBS 10-2023-L3

“Rural Telecommunication Project”

Issued at KABUL

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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/;

“**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;

Guidelines; which provided by the selected committee and approved by the ATRA board for the implementations of the RTD-TBS Projects.

“**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 Emarat Of Afghanistan;

L2(لات); mean the second lot of the project;

L3;mean the third lot of the project;

“**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 0 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;

Mechanism; which provided by the selected committee and approved by the ATRA board for the implementations of the RTD-TBS Projects

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 if hired;

“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 Technical and Technology Solutions Provide (TTSP A) which allowed by ATRA to participate in the RTD-TBS sites bidding for supply equipment, construction, installation, commission of the RTD sites according to their licenses conditions (they cannot provide the telecom services).

“**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;

RTD-PIRF; RTD project Implementation Regulatory Framework itself which provided by the selected committee and approved by the ATRA board

د مخابراتي خدمتونو د ټوليزي لاسرسي د پروژو (RTD-TBS) د تطبيق مقرراتي لارښود

End of Part I

Part II

Introduction

2. Introduction

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.

This RFP is issued by the Afghanistan Telecommunications Regulatory Authority (“ATRA”), the communications regulator established by the Islamic Emarat 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.

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”).

ATRA-MCIT plans to award RTD Project Agreement to existing Telecommunications licensed Afghanistan based operators pursuant to Qualifications Criteria of the UAP/MOP,UA project mechanism, UA Project guideline, 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.

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.

The subsidy will be allocated for the selected areas (“Mandated Service Areas”) comprise 119 TBS Sites in 104 districts in the rural/urban areas of 15 provinces in Annex 6.

This RTD-TBS- technical 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.

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, www.mcit.gov.af

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.

2.1

مشخصات تخنیکي برای یک سایت RTD-TBS :

مشخصات تخنیکي یک سایت مخابراتی RTD-TBS برای لات سوم پروژه دهم سال 1402 :

الف بخش اکتیف:

- خدمات مخابراتی سایت 2G/3G در نظر گرفته شود و قابل اپگرید به نسل چهارم 4G باشد، هرگاه برای فعلاً عرضه خدمات نسل سوم 3G بنا بر عدم لینک ارایه گردیده نتواند شرکت ملگف است موعد زمان اپگرید نسل دوم خدمات (2G) را به نسل سوم (3G) در افر خویش ذکر نماید.

- RRU سایت در باند فریکانس 2G/3G کار نماید و قابل اپگرید به فریکانس نسل 4G باشد.

- بخش BBU باید 2G/3G را حمایت نماید و به 4G قابل اپگرید باشد.

- آنتن های مخابراتی برای باند در نظر گرفته شوند.

- ظرفیت لینک سایت برای 2G از 2Mbps ، برای 3G از 10Mbps کم نباشد و برای نسل چهارم 21Mbps باشد.

- وسایل (IDU/ODU) جهت لینک ترانزمیشن (transmission) فقط برای سایت مذکور (RTD-TBS) در نظر گرفته میشود که شامل (ODU, IDU, Antenna and installation cables) و وسایل لینک طرف دیگر سایت RTD-TBS مربوط به شرکت های مخابراتی برنده یا موجود در ساحه یا شرکت مخابراتی که ملگف گردیده تا سایت ها را با شبکه خویش وصل نماید میگردد.

- شرکت مخابراتی برنده یا وصل کننده سایت RTD-TBS ملگف است تا طبق شرایط مندرج، شرطنامه/قرارداد و جواز مخابراتی خویش وسایل سایت را از نظر هاردویر/سافتویر منظم، Maintains, update and upgrade نماید و همچنان در صورت ضرورت ظرفیت سایت را نیز بالا ببرد.

ب- بخش پاور، یاسیف (هایپرید پاور):

- در صورت استفاده از برق شهر، بطری بک اپ (حد اقل برای 4 ساعت) و انورتر چارجر مورد ضرورت سایت (از 5 کیلووات کمتر نباشد) تهیه گردد.

- حدود 5KW پاور خروجی (~6.7KW = 27x250W Solar Panels) از سولر سیستم (Mono Crystalline A) به سایت و چارج نمودن بطری ها یا بالاتر از آنها پاور سولردر نظر گرفته شود.

- یک عدد هایپرید سولر چارجر انورتر با MPPT به کیفیت عالی به ظرفیت حدود 7KW تهیه گردد یا معادل آن.

- بطری (12x200AH) نوع AGM or Gell or Lead Acid یا معادل آن تهیه گردد.

- یک پایه جنریتور دیزل به ظرفیت حدود 13KW DG یا معادل آن تهیه گردد.

نوت: وسایل پاور نو (استفاده نشده باشد)، دارای کیفیت عالی و از برند خوب در نظر گرفته شود.

ج- ساختمان و تاور بخش یاسیف:

- تاور سایت 30 متر Self-supported نو که مشخصات آن در پایین ذکر است در نظر گرفته شود.

- دیوار احاطه سایت حدود 20 در 12 متر، ارتفاع دیوار حدود اقل 2.5 متر (خشت پخته و سیمنت) البته در چند متری پایه کانکریتی در نظر گرفته شود یا حدود 10 در 15 متر، یا معادل آنها.

- یک اتاق یا سایه بان برای جنریتور ، یک اتاق حدود 3 در 4 و یک تشناب برای گارد بشکل اساسی (خشت پخته و کانکریت) در نظر گرفته شود یا معادل آن.

- فانودیشن تاور (RCC طبق دیزان مولد کمپنی تاور اعمار گردد البته دیزان نیز در افر ارایه گردد) .

- وسایل ساختمان سایت (خشت، سیخ،...) دارای کیفیت عالی و نو در نظر گرفته شود.

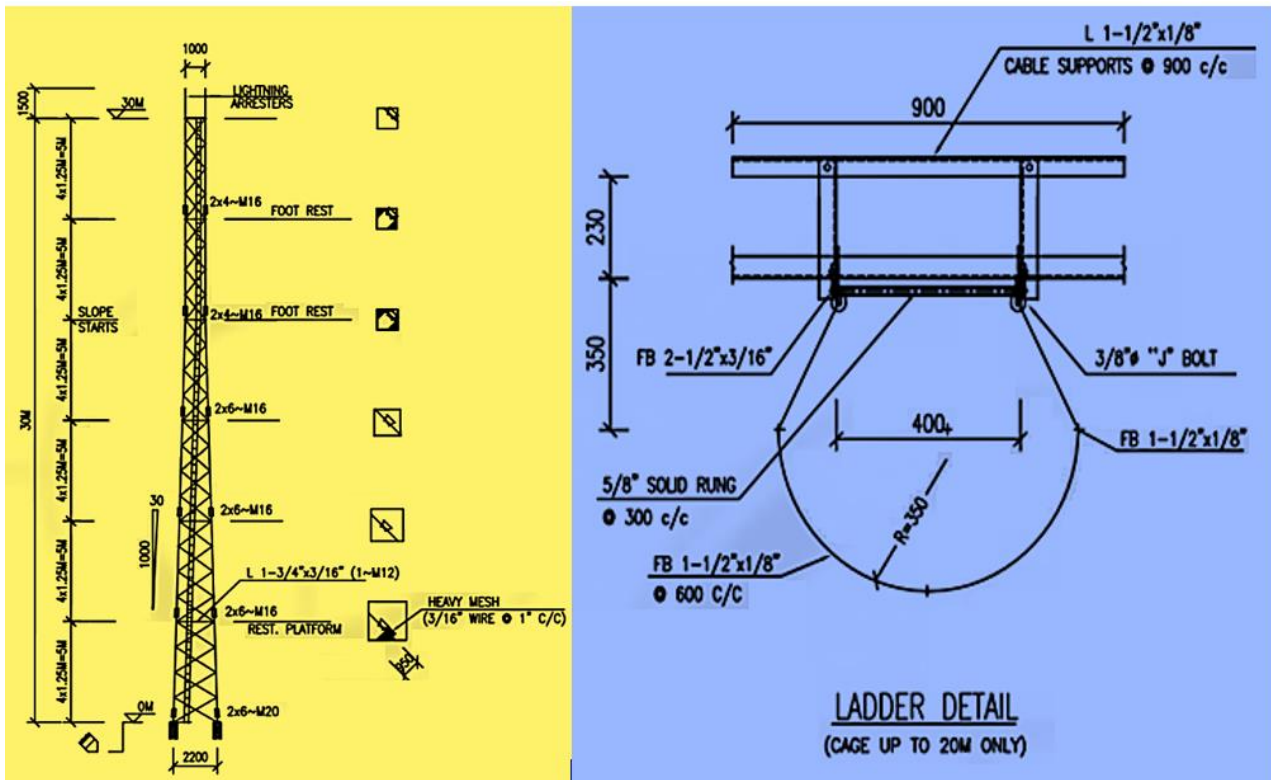
- اعمار سرک طول متر البته به فاصله کم در نظر گرفته میشود و تا جایکه امکان عبور واسطه باشد به آن پرداخت نمی گردد. **نوت:** شرکت های داوطلب مشخصات تخنیکي فوق الذکر را به جزییات/مفصل طی جدول جداگانه ضم افر خویش نمایند.

مشخصات تاور 30 متره یا معادل ان:

مقدار یا	تشریح	شماره
حدود 160 کیلو متر در ساعت	Basic wind speed	1
حدود 144 کیلو متر در ساعت (3 Sec Gust)	Operational wind speed	2
0.5 درجه	Maximum sway	3
should be at least 10 SQM, evenly distributed along top 10 meter section	Tower capability	4
as per ANSI /TIA-222-H (Exposure category C, Topographic category 1, Risk Category 2)	Wind load standard	5
<ul style="list-style-type: none"> Fabrication, galvanizing and painting to be in accordance with AISC specifications All components to be hot dip galvanized in accordance with ASTM A123, Galvanization thickness shouldn't be less than 120 microns 	Fabrication, Galvanizing and Painting	6
<ul style="list-style-type: none"> Tower Structure shall be as follows: <ul style="list-style-type: none"> Tower Legs (HL) → ASTM A242 (FY=50KSI) Other Tower Materials (L) → ASTM A36 (FY=36KSI) Base plate and wing Plate → ASTM A242 (FY=46KSI) Connection Bolts → ISO 898-1, Grade 8.8 Nuts: ISO 898-2, Grade 8 Plain Washers → ISO 7089, Grade A (Class 200) Anchor Rods → ASTM A615, G60 deformed bars 	Tower Material	7
The tower designer will calculate the Construction material	Construction material of the tower foundation	8
Safety factor	around 1.2-1.3	9
Ice load/snow load shall be mentioned in the offer as well		

نوت: ایس لود و در ساحات که برف می بارد لود برف برای تاور نیز در دیزان در نظر گرفته شود.

دیزاین تقریبی نمای تاور قرار ذیل است:



نوت: تمام وسایل فقط برای یک سایت RTD-TBS در نظر گرفته میشود نه برای خارج از آن سایت، بناء وسایل وصل طرف دیگر سایت

RTD-TBS مربوط به شرکت مخابراتی که سایت را وصل می نماید میگردد و شرکت های مخابراتی برنده یا استفاده کننده مکلف به اتصال سایت RTD-TBS میباشد، لذا وسایل وصل خارج از سایت RTD-TBS مربوط به آن شرکت میگردد.

2.2

لست ساحات لات سوم پروژه دهم سال 1402:

لست لات سوم پروژه دهم دسترسی سراسری سال 1402				
شماره عمومی	ولایت	شماره سایت ولایت	ولسوالی	قریه جات شامل ساحه
1	بامیان 10	1	پنجاب	دره گنداب و غوغوری-ساحات اطراف آن که در آن خدمات مخابراتی نیست
2		2	سیغان	غوراب و سوخته چنار، قطارسم و کوه گدای-ساحات اطراف آن که در آن خدمات مخابراتی نیست
3		3	شیر	دره غندک ساحات اطراف آن که در آن خدمات نیست
4		4	شیر	باغک، زردسنگ و قریه جات همجوار آن که در آن خدمات مخابراتی نیست
5		5	ورس	دره قره غجور-ساحات اطراف آن که در آن خدمات مخابراتی نیست
6		6	ورس	دره قلبتو-ساحات اطراف آن که در آن خدمات مخابراتی نیست

قریه جات دره آجر ساحات اطراف ان که در ان خدمات نیست	کهمرد	7		7
درو و دوشاخ- ساحات اطراف ان که در ان خدمات مخابراتی نیست	کهمرد	8		8
۱۰ شورای انکشافی بالا سر قول-ساحات اطراف ان که در ان خدمات مخابراتی نیست	یکاولنگ نمبر 1	9		9
قریه جات سرمرغی-ساحات اطراف ان که در ان خدمات مخابراتی نیست	یکه ولنگ نمبر 2	10		10
قریه کمرک-ساحات اطراف ان که در ان خدمات مخابراتی نیست	پرچمن	1		11
خوست-ساحات اطراف ان که در ان خدمات مخابراتی نیست	خاکسفید	2		12
نهر دشت- ساحات اطراف ان که در ان خدمات مخابراتی نیست	پشت رود	3		13
قریه فریب-ساحات اطراف ان که در ان خدمات مخابراتی نیست	شیب کوه	4		14
قلعه نصرالله-ساحات اطراف ان که در ان خدمات مخابراتی نیست	بالابلوک	5		15
خرمالق ساحات اطراف ان که در ان خدمات مخابراتی نیست	بکواه	6		16
بند بخش آبادساحات اطراف ان که در ان خدمات مخابراتی نیست	بالابلوک	7		17
المجو- ساحات اطراف ان که در ان خدمات مخابراتی نیست	فراه رود	8		18
درگ و قریجات اطراف ان ساحات که در انها خدمات مخابراتی نیست	جوبن	9		19
رباط ترکان-ساحات اطراف ان که در ان خدمات مخابراتی نیست	فراه رود	10		20
کوهستانات-ساحات اطراف ان که در ان خدمات مخابراتی نیست	گلستان	11	فراه 11	21
قریه پهره- ساحات اطراف ان که در ان خدمات مخابراتی نیست	گذره	1		22
کوئل برنچی - ساحات اطراف ان که در ان خدمات مخابراتی نیست	اوبه	2		23
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قریه قلعه نو-ساحات اطراف ان که در ان خدمات مخابراتی نیست	زنده جان	4		25
درواجی-ساحات اطراف ان که در ان خدمات مخابراتی نیست	زیر کوه	5		26
اکثر قریه جات ساحات اطراف ان که در ان خدمات مخابراتی نیست	کوه زور	6		27
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قریه آب ماهی- ساحات اطراف ان که در ان خدمات مخابراتی نیست	فرسی	8		29
قریه ملیکیا-ساحات اطراف ان که در ان خدمات مخابراتی نیست	کرخ	9		30
لک لک خانه- ساحات اطراف ان که در ان خدمات مخابراتی نیست	کشک رباط سنگی	10		31
قریه جات اطراف ان ساحه که در انها خدمات مخابراتی نیست البته در مرکز ولسوالی سایت تی دی ایف اعمار نمی گردد	کشک کهنه	11		32
قریه جای سنگی- ساحات اطراف ان که در ان خدمات مخابراتی نیست	کھسان	12		33
قریه خاوغانی- ساحات اطراف ان که در ان خدمات مخابراتی نیست	گلران	13		34
قریه جات اطراف ان ساحه که در انها خدمات مخابراتی نیست البته در مرکز ولسوالی سایت تی دی ایف اعمار نمی گردد	زاوول	14		35
دره شمکت شالا کوت لوی کلی سوری کلی، بخناو، پیتاو کلی، وایگل، میمول، اخندزاده گان	الیشنگ	1		36
چنارو ، دوه خولی، مرکز اندرور، تالی اندرور، سورمیری، کندر	باد پخنب	2		37
سائیک، فقیراباد، ژواندین دره دوگران، ماسموت منخ کلی	دولت شاه	3		38
خرولی، تورغر، بانده شیر، ناوه	الیشنگ	4		39
ولگی داک، مانوگی دره کرنج، زیارت، معاذالله خیل، باندر، کاکره مینه	قرغه بی	5		40
سیتایش، مته پال دره ساو، حوجی قلعه، کلا، شمش	مهنترلام	6		41
بنداخلیل، قندلی، راجاخلیل، کورا، دره چاناک، حسن خیل، بازلام، گمبه	الینگار	7		42
بمبو جسین، گوناپال، پل وتو، کوتال خندو	الیشنگ	8		43
خورک، فارچ، کویسرا، دره کلمان، کولک لم، کوندلام	الیشنگ	9	نغمان	44
سهاک حیدری کلا شاهی کوت ارمه کوزیخیل یتنگ کلی شگیان کلی شیخانو سیمه ایمنی خیلو سیمه کلالگو سیمه	الینگار	10	10	45
سهاک حیدری کلا شاهی کوت ارمه کوزیخیل یتنگ کلی شگیان کلی شیخانو سیمه ایمنی خیلو سیمه کلالگو سیمه	زرمتم	1		46
خلیفه صاحب عبدالرحمن مدرسه و اطراف ان که در انها خدمات مخابراتی نیست	زرمتم	2		47
ارکر کوتکی بل خیل قیمت خان کلی روچیکی کوتل سربلزی کلی پارو خیل کلی	جانی خیل	3		48
پرانگی، تره خیل، د کابل، پکتیا او خوست عمومی لار سورخیل	گرده خیری	4		49
ابراهیم خیل، شبک خیل، خوست، پکتیا او کابل عمومی لار	شوواک	5		50
توشنک کلی.	لجه منگل	6		51
بابکرخیل، رمان خیل، زور کدوس او سپینی تختی.	روحانی بابا	7		52
تاند، غرک فیروز خیل مچلغو عیسی خیل، سلام خیلی دندان	احمد ابا	8	پکتیا 12	53

سپینه شگه خیرمنه، روقیان او ملا فاتح کلی و قریجات همجوار ان که در آنها خدمات مخابراتی نیست	خاخی اریوب	9		54	
خلیلان او غوندی کلی	میرزکه	10		55	
غورکی خوله سوروتی میتی کلی	وزی خدران	11		56	
حسین خیل سکندر خیل او شواک کلی	احمد خیل	12		57	
دره سلاخان، دره سفیدار، شورای امبرگان	سالنگ	1	پروان 5	58	
سر دره اشترشهر، هیر و کفشان، باغ افغان	شینواری	2		59	
بخ دره، قول لچ، سر دره فندقستان، دره تنگ، دره مازانه، دره چیلان	سیاه گرد غوربند	3		60	
توریچ، بابر، خاک غلام علی، قول غجور	شیخ علی	4		61	
دره قطندر، دره پارسا، دره وند	سرخ پارسا	5		62	
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پسقول، دایمرداد، کوته دایمرداد سر تور	دره صوف بالا	2		64	
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قشقه، چهل آبخورک، آهنگران چوپلاق	روی دو آب	4		66	
قوش محله، اوزان - و قریجات اطراف ان که در ان خدمات مخابراتی نیست	فیروز نخچیر	5		67	
فهرستان، نیقل، ابیدی رزاق سفید سنگ، مسرود، عبدی، چارجویه	اشترلی	1		68	
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کوئل سره شو میانه بالافل شنیه صدخانه ازموک سراثوتاخم	شهرستان	4		71	
کیان و قریه جات همجوار ان که دار انها خدمات مخابراتی نیست	خدیر	5		72	
زرد گلان و و قریه جات همجوار ان که دار انها خدمات مخابراتی نیست	کجران	6		73	
کیسو و و قریه جات همجوار ان که دار انها خدمات مخابراتی نیست	کیتی	7		74	
کوه زرین و قریه جات همجوار ان که دار انها خدمات مخابراتی نیست	میرامور	8		دایکندی 8	75
سپین جوماتو قریه جات همجوار ان که دار انها خدمات مخابراتی نیست	ازره	1		76	
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آب بازک و قریجات اطراف ان که در انها خدمات مخابراتی نیست	محمد اغه	4	لوگر 5	79	
سجاوند -تپه چهل تن-و قریه جات همجوار ان که دار انها خدمات مخابراتی نیست	برکی برک	5		80	
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نوشهر توخی، علیزی، نووارد ترکی، اسباب گرگ	چمتال	3		83
ده نو، احمد اباد، نووارد چوچوک، ازبیکي چوچوک، خواجه روشنای، شیگی - و قریه جات همجوار ان که دار انها خدمات مخابراتی نیست	چهار بولک	4		84
اسماعیل خیل، حاجی علی، پشت کمپ، کنده باغات، شیدان و قریه جات همجوار ان که دار انها خدمات مخابراتی نیست	خلم	5		85
عبدلگان، بایه، دستم - و قریه جات همجوار ان که دار انها خدمات مخابراتی نیست	زاری	6		86
ساری بته، فقیر باد، چکیر ایلاق، شوراریخ، چوپ باش، بوزاریغ - و قریه جات همجوار ان که دار انها خدمات مخابراتی نیست	شورتپه	7		87
قدکمر، کندلی علیا و سفلا، جولیتو اولیا و سفلا، تیدوقت، شنگریق اولیا و سفلا، قرا سم، قچ کزی - و قریه جات همجوار ان که دار انها خدمات مخابراتی نیست	شولگره	8		88
یکاولنگی، گوله، شاه فولاد، چاراولیا، بای غزلی، جمک، چکانه بالا و پاین، کنه گردن - و قریه جات همجوار ان که دار انها خدمات مخابراتی نیست	کشنده	9		89
کهنه کلدار، خواجه کاکلدار، تازه اریغ، تازه اریغ بالا، نو اباد - و قریه جات همجوار ان که دار انها خدمات مخابراتی نیست	کلدار	10		90
چارسای البرز، کوه البرز - و قریه جات همجوار ان که دار انها خدمات مخابراتی نیست	چمتال	11		91
خیر کلی، خواجه کلی، محبت خیل او ایمار کلی	اسماعیل خیل	1	خوست 7	92
شمشی خیل، توره وری، منگاری کلی	اسماعیل خیل و مندوزی	2		93
حسن خیل کلی	خاکی میدان	3		94
ریزو داری، مندتی کلی، تری کلی، بنگ، تورمنده، اخرخیل، سورکاخ، سپلکین او چری کلی	سپیره	4		95
قدام کلی، صدق کلی، ببرک تانه فقیر اباد، چرگ گوتی بازار	علیشیر تریزی	5		96
لا دور سر، کوسین خوله، غوزک ستر کلی او کهو خوله	موسی خیل	6		97
زمبر کلی، لیوانخیل، سوروای پان او سحرا کلی، گور چاک کلی او خانخیل	صبری	7		98
ساحات مرکزی ولسوالی اله سای	اله سای	1		99
دره اشپی	اله سای	2		100
میراخیل بدرآب و ساحات همجوار ر آن	تگاب	3		101
قریه پاینده خیل	تگاب	4		102
ملیکر و ساحات همجوار آن که در انها خدمات نیست	کوهیندها	5	کاپیسا 6	103
بین ساحات سربند و توغک	حصه دوم	6	104	
قراء باجگاه ساحات اطراف ان که در ان خدمات نیست	بلخاب	1	سرپل 7	105
دره زمچی، کفترخان، خطیب اباد، حصار و خیر اباد	سانچارک	2		106
چارک علیا، پارک سفلی و اوراغلی	سوزمه قلعه	3		107

108	4	صیاد	خواجه یگانه، خواجه بلند و هژده بلا
109	5	کوهستانات	زی بیان، زی نذیر و سیاه ریگ
110	6	صیاد	دره بند
111	7	کوهستانات	تاریکک، کشک، سالریزی، غلدوری
112	1	شنل	ارزابه، استفالو، چشمه آب، چیلانک
113	2	آبشار	دوست علی، میچده، ده بالا، ده پایین
114	3	پریان	سیکمان، شاه نیز، قاضی خیل، پیتو، جوی و سرخ شال
115	1	ولسوالی خنجان	قریه جات باجگاه: محل خوانی، ذهن مزار بالا، مغزارنگ، خشکک، هزاره چویی و کهنه دی
116	2	جلگه	ماسان، خواجه اولیا، سیاریگ، چارده بالا و چارده پایین
117	3	پل حصار	نامک تغانک و دره سو ساحات اطراف ان که در ان خدمات نیست
118	4	فرنگ	چهارقریه، دشت رباط، شهر ناسوخ
119	5	برکه	هزار قاق ساحات اطراف ان که در ان خدمات نیست
<p>نوت: در مرکز ولسوالی ها سایت TDF اعمار نمی گردد و تحت پوشش قرار دادن مراکز ولسوالی ها یکی از مسولیت های شرکت های مخابراتی طبق شرایط مندرج جواز میباشد و سایت های TDF برای ساحات روستایی که در ان خدمات مخابراتی نباشد یا ضعیف باشد در نظر گرفته میشود</p>			

2.3:

اشتراک کننده گان (شرکت های مخابراتی و TTSP A) در پروسه داوطلبی لات سوم پروژه دهم دسترسی سراسری اعمار و فعال نمودن سایت های RTD-TBS مواد ذیل را باید در نظر گیرند:

1- شرکت های مخابراتی و شرکت های TTSP A هر دو، در پروسه داوطلبی اعمار و فعال نمودن سایت RTD-TBS لات سوم پروژه دهم سال 1402 اشتراک کرده میتوانند.

2- شرکت های داوطلب مخابراتی و TTSP A مکلف اند برای اعمار/تهیه/نصف و فعال نمودن سایت/ها مکمل (برای تکمیل یک سایت RTD-TBS) افر را طبق مشخصات تکنیکی درج شرطنامه هذا (ماده 2.1) ارایه نمایند.

3- اشتراک شرکت های مخابراتی در پروسه داوطلبی اعمار و فعال نمودن سایت RTD-TBS لات سوم پروژه دهم سال 1402 حتمی بوده است در غیر ان سایت RTD-TBS توسط برنده پروسه داوطلبی شرکت های TTSP A اعمار/تهیه/نصف میگردد که در انصورت شرکت که به ان محل سایت فعال مخابراتی دارد توسط ان شرکت سایت RTD-TBS به شبکه خویش وصل و فعال میگردد و برای معلومات بیشتر میکانیزم و گایدلاین تطبیق پروژه های دسترسی سراسری مراجع گردد.

4- شرکت های مخابراتی و شرکت های TTSP Grade A که در پروسه داوطلبی اعمار/تهیه/نصب و فعال نمودن سایت های RTD-TBS لات سوم پروژه دهم اشتراک نمایند، افر های شان همزمان توسط هیات موظف، افرگشایی و ارزیابی میگردد.

5- شرکت های داوطلب مکلف اند افر های شان را طور بسته بعداز مهر و امضا رئیس مربوطه در تاریخ و زمان تعیین شده افرگشایی مندرج شرطنامه هذا به اداره اترا با خود بیاورند، قابل تذکر است نماینده شرکت مربوطه باید توسط رئیس شرکت

مربوطه جهت اشتراک کتبا به پروسه داوطلبی به اداره اتر ا معرفی گردیده باشند و قبل از تاریخ افرگشایی افر های داوطلب تسلیم نمی گردد.

6- شرکت های داوطلب مکلف اند تا وسایل سایت را دارای کیفیت عالی در نظر گیرند.

7- شرکت های داوطلب مکلف اند تا طبق جدول ذیل قیمت وسایل یک سایت را در افر خویش بطور جداگانه ارایه نمایند که ان وسایل در تمام سایت های که افر ارایه نموده و برنده میگردد تهیه خریداری مینمایند:

شماره	تشریح جنس	تعداد	ظرفیت	قیمت فی واحد	قیمت مجموعی	برند یا مولد جنس	میعاد ورنتی یا گرنتی	ملاحظه

و همچنان جدول سببایدی برای تعداد سایت های که داوطلب افر ارایه مینماید قرار ذیل نیز ضم افر نماید:

شماره در لست عمومی (119)	ولایت	ولسوال	محل نصب و اعمار سایت	قیمت مجموعی سایت	تقاضای سببایدی

نوٹ: جدول فوق برای وسایل مخابراتی ، وسایل پاور و وسایل ساختمانی ترتیب گردد و در صورت ضرورت جدول جداگانه نیز برای اعمار تاور و ساختمان ترتیب شده میتوان که انهم ضم افر ارایه گردد، قابل تذکر است که جهت اعمار سرک به سایت قیمت تقریبی فی متر طول ان در افر ذکر میگردد ولی فاصله ان بعداز انجام سروی در موجودیت نماینده گان ریاست مخابرات و اتر ا تثبیت و بعداً به ان پرداخت میگردد، خاطر نشان میگردد که فاصله زیاد سرک توسط اتر ا وزارت مخابرات اعمار نمی گرد، و همچنان قیمت بلند اعمار سرک قابل قبول اداره نمی باشد بناءً شرکت های مخابراتی باید جهت اعمار فاصله حدود یک کلیو متر طول انرا بعداز منظوری اتر ا در نظر گرفته میشود.

8- شرکت های مخابراتی و شرکت های TTSP A هر دو که در پروسه داوطلبی اعمار و فعال نمودن سایت RTD-TBS لات سوم پروژه دهم سال 1402 اشتراک میکنند باید در تهیه وسایل سایت کیفیت عالی، برند خوب، ورنتی یا گرنتی را در نظرگیرند.

8- شرکت های TTSP Grade A که در پروسه داوطلبی اعمار/تهیه/نصف و فعال نمودن سایت ها اشتراک مینمایند نقاط ذیل را قبل از ارایه افر باید در نظرگیرند (قابل تذکر است که مواد زیرین در میکانیزم تطبیق پروژه دهم نیز ذکر گردیده است):

(a) شرکت های TTSP Grade A اشتراک کننده در پروسه داوطلبی پروژه دهم مکلف اند تا سایت های را که میخواهند به انها افر ارایه نمایند، قبل از ارایه افر جهت افرگشایی، حصول معلومات از موجودیت وسایل مخابراتی شرکت ها در محلات شامل پلان بخاطر تطابق وسایل شامل افر با وسایل مخابراتی شرکت مربوطه (که شرکت مخابراتی در ان محل سایت فعال دارد) سروی مقدماتی را باید انجام نمایند .

(b) شرکت های TTSP Grade A اشتراک کننده در پروسه داوطلبی مکلف اند تا به سایت های RTD-TBS مندرج ماده 2.1 (مشخصات تخنیکی) مکمل برای یک سایت/ ها افر ارایه نمایند ، یعنی اگر افر شرکت های TTSP A تنها بخاطر پاسیف یا تنها بخاطر اکتیف ارایه گردیده باشد قابل قبول اداره نمی باشد.

(c) شرکت های TTSP Grade A اشتراک کننده در پروسه داوطلبی مکلف اند تا اعمار سایت و تهیه وسایل مخابراتی را در مطابقت با شبکه شرکت های مخابراتی مربوطه(که شرکت مخابراتی در ان محل سایت فعال دارند) طبق مشخصات تخنیکی مندرج شرطنامه هذا تهیه ،نصب و فعال نمایند.

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

(e) شرکت های مخابراتی که در محل شامل پلان دسترسی سراسری سایت فعال دارند مکلف اند تا سایت RTD-TBS که توسط شرکت TTSP Grade A برنده، اعمار و تمام وسایل سایت در ان نصب گردیده اماده فعالیت بوده با شبکه خویش وصل و سایت RTD-TBS را فعال دارند در غیر ان اداره اتر ا وزارت مخابرات و تکنالوژی معلوماتی در مورد عدم اتصال ان توسط شرکت مخابراتی مربوطه ، هر آنچه که تصمیم اتخاذ نمود قابل تعمیم بوده که بعداً شرکت های مخابراتی متذکره حق شکایت را ندارند.

9- هرگاه شرت های مخابراتی و شرکت های TTSP Grade A داوطلب قریه/قریجات شامل پلان را در نقشه یا در منطقه ولسوالی ولایت متذکره را پیدا کرده نتوانند، در انصورت با نماینده گان ریاست مخابرات و اداره اترا ولایتی در تماس شده و آنها مکلف اند تا قریه/قریجات شامل پلان را با شرکت های فوق الذکر تثبیت نمایند چون اکثریت محلات شامل پلان بعداز تائیدی ریاست های مخابرات و نماینده گان ولایتی اترا به ریاست پلان و انکشاف اداره اترا مواصلت ورزیده است یا اینکه جریان موضوع را میتوان از طریق ریاست پلان و انکشاف اداره اترا حل نمود.

10- برنده سایت ارایه نازلترین افرسبایدی در پروسه داوطلبی اعمار و فعال نمودن سایت های پروژه دهم طبق مشخصات تخنیکی درج شرطنامه هذا بعداز منظوری امر اعطاء (مقام محترم وزارت مخابرات و تکنالوژی معلوماتی/رئیس بورد اداره اترا) میباشد.

11- اگر در پروسه داوطلبی یک شرکت مخابراتی به همه سایت ها یا به تعداد از سایت ها طبق مشخصات درج شرطنامه افر ارایه نموده باشد، افر شرکت مذکور، افر جوابگو بوده، بعداز تکمیلی گزارش ارزیابی و منظوری امر اعطاء (مقام محترم وزارت مخابراتی و تکنالوژی معلوماتی/رئیس بورد اداره اترا) با ایشان قرارداد عقد میگردد.

12- هرگاه در پروسه داوطلبی تعداد از شرکت های TTSP Grade A و شرکت های مخابراتی اشتراک نموده باشند ارزیابی بین آنها طبق اصول طی مراحل و باشکرت برنده سایت RTD-TBS بعداز منظوری امر اعطاء (مقام محترم وزارت مخابراتی و تکنالوژی معلوماتی/رئیس بورد اداره اترا) قرارداد آنها طی مراحل و عقد میگردد.

13- هرگاه در پروسه داوطلبی تعداد از شرکت های مخابراتی و شرکت های TTSP Grade A اشتراک نموده باشند اما در پروسه داوطلبی بعداز انجام مرحله ارزیابی شرکت های TTSP Grade A از شرکت های مخابراتی برنده شده باشند، محل سایت یا استفادکننده سایت یا مالک مشروطی سایت همان شرکت مخابراتی بوده که افر ارایه نمود ولی برنده نگردیده است، که در همچو حالت شرکت TTSP Grade A برنده مکلف است تا سروی، اعمار/تهیه/نصب و فعال نمودن سایت/ها مذکور در هم اهنگی کامل با همان شرکت مخابراتی طبق شرایط مندرج شرطنامه هذا و قرارداد RTD-TBS انجام نماید.

14- هرگاه در پروسه داوطلبی برای اعمار/تهیه/نصب/فعال نمودن سایت های RTD-TBS فقط شرکت های TTSP A اشتراک نموده باشند، بعداز پروسه افرگشایی و ارزیابی برنده تثبیت و بعداز منظوری امر اعطاء (مقام محترم وزارت مخابراتی و تکنالوژی معلوماتی/رئیس بورد اداره اترا) قرارداد آنها با ایشان عقد میگردد.

نوت: وسایل اتصال یا لینک طرف دیگر سایت RTD-TBS مربوط به شرکت های مخابراتی میگردد.

15- هرگاه یک یا بیشتر از یک شرکت TTSP A برنده سایت های RTD-TBS در پروسه داوطلبی تثبیت و قرارداد آنها عقد گردیده باشد در همچو حالت شرکت برنده TTSP A در تطبق سایت ها RTD-TBS نقاط ذیل را باید در نظرگیرد:

- ✓ شرکت برنده پروسه داوطلبی TTSP A مکلف به تثبیت موجودیت سایت فعال شرکت مخابراتی در ان محل میباشد البته این کار باید قبل از ارایه افر نیز انجام داده باشد.
- ✓ حین تشخیص موجودیت سایت فعال شرکت های مخابراتی، نزدیکترین فاصله به سایت RTD-TBS جهت اتصال و فعال نمودن ان در نظر گرفته میشود.
- ✓ اداره اترا-وزارت مخابرات و تکنالوژی معلوماتی بعداز عقد قرارداد، جهت سروی سایت، مکتوب را به شرکت مخابراتی مربوطه، شرکت های برنده پروسه داوطلبی TTSP A و نماینده گان ریاست مخابرات/اترا ولایتی ارسال مینماید.
- ✓ شرکت/ها برنده پروسه داوطلبی TTSP A مکلف است تا سروی سایت مذکور را توسط نماینده گان تخنیکی شرکت مخابراتی مربوطه در موجودیت نماینده گان ولایتی ریاست مخابرات/اترا (جهت اعمار، نصب و فعال نمودن سایت/ها را انجام نماید.
- ✓ بعداز انجام سروی سایت، شرکت مخابراتی مربوطه مکلف است تا قرارداد زمین محل سایت و استخدام گاردان را انجام نماید، هرگاه شرکت مخابراتی متذکره (به نزدیکترین فاصله سایت RTD-TBS سایت فعال دارد) حاضر به عقد قرارداد زمین سایت نباشد در مورد بورد اداره اترا هر آنچه تصمیم اتخاذ نماید موجب تعمیم میباشد.
- ✓ تمام وسایل سایت RTD-TBS توسط شرکت برنده پروسه داوطلبی (TTSP A) طوری تهیه گردد باید با وسایل سایت شبکه مخابراتی موجود در محل شامل پلان تطابق نماید (مسولیت تطابق وسایل سایت بدوش شرکت TTSP A میباشد).
- ✓ نماینده گان ولایتی ریاست مخابرات/اترا مکلف اند تا از انتقال سایت به شرکت مخابراتی و فعال شدن ان به این ریاست کتباً اطلاع دهند.

- ✓ هیچ کس در تعیین نقطه اعمار محل سایت مداخله کرده نمی تواند، شرکت برنده طبق مشخصات تخنیکي شبکه خویش محل سایت را در موجودیت نماینده گان ولایتی ریاست مخابرات/اترا سروی مینماید و در زمینه نماینده گان ولایتی ریاست مخابرات/اترا مکلف اند تا همکاری لازم را در زمینه انجام نمایند.
- ✓ شرکت/ها برنده پروسه داوطلبی TTSP A مکلف است بعد از اعمار/تهیه/نصب وسایل، سایت RTD-TBS که آماده فعالیت خدمات مخابراتی باشد را در موجودیت نماینده گان تخنیکي شرکت مخابراتی مربوطه، نماینده گان ولایتی ریاست مخابرات و اترا به شرکت متذکره رسماً انتقال داده و تصدیق انتقال سایت (Acceptance RTD-TBS) طبق شرایط مندرج شرطنامه بدست آرد و جهت اجراءات بعدی اصل فارم (Acceptance) را به ریاست پلان و انکشاف اداره اترا ارسال نماید و جوانب ذیدخل کاپی های اترا با خود حفظ نمایند.

16-ارایه خدمات مخابراتی 2G/3G در سایت های پروژه دهم الزامی بوده و قابل اپگرید به نسل چهار 4G میباشند. 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 کم نباشد و برای 2G ظرفیت لینک 2Mbps و برای 4G از 21Mbps کم در نظر گرفته نشود.

17-شرکت مخابراتی برنده سایت RTD-TBS یا استفاده کننده سایت مکلف است تا طبق شرایط مندرج، شرطنامه/قرارداد و جواز مخابراتی خویش وسایل سایت را از نظر هاردویر/سافتویر منظم، Maintains, update and upgrade نماید و همچنان در صورت ضرورت ظرفیت سایت را نیز بالا ببرد.

18: نظارت از جریان تطبیق سایت های RTD-TBS پروژه دهم دسترسی سراسری، توسط نماینده گان ریاست مخابرات و نظارت و کنترل ولایت مربوطه طبق شرطنامه هذا، میکانیزم تطبیق پروژه و گایدلاین منظور شده پروژه دهم دسترسی سراسری صورت میگیرد، بناءً شرکت های برنده پروسه داوطلبی مکلف اند تا طبق شرطنامه هذا تمام وسایل سایت را تهیه، خریداری و نصب نمایند و همچنان اعمار بنیاد تاور و ساختمان سایت را نیز طبق شرایط مندرج شرطنامه اعمار نمایند.

19-هرگاه ساحات شامل پلان بعد از عقد قرارداد RTD حین اجرای سروی تشخیص گردد که ساحات متذکره توسط شرکت های مخابراتی تحت پوشش قرار گرفته است یا در ان محل خدمات مخابراتی کاملاً وجود دارد در همچو حالت بعد از هدایت و منظوری امر اعطا (وزیر مخابرات و تکنالوژی معلوماتی/ رئیس بورد اداره اترا) سایت در محل دیگر همان ولسوالی که در ان خدمات مخابراتی نباشد یا خدمات مخابراتی خیلی ضعیف باشد سروی و اعمار میگردد.

20-فاصله سایت RTD با سایت های فعال شرکت های مخابراتی یا سایت های فعال RTD حدود 3000 متر در صورتیکه در ان محل خدمات مخابراتی نباشد یا خیلی ضعیف باشد در نظر گرفته شود، اما این فاصله در صورت موجودیت موانع تخنکی با ارایه دلایل قانع کننده شرکت مخابراتی بعد از منظوری (وزیر مخابرات و تکنالوژی معلوماتی/ رئیس بورد اداره اترا) الی حدود 1000 متر در نظر گرفته میشود.

21-میعاد زمان تطبیق پروژه بعد از عقد قرارداد برای 12 ماه میباشند، بناءً شرکت های برنده پروس داوطلبی مکلف اند تا سایت های شامل قرارداد را در میعاد زمان قرارداد، اعمار، تهیه، نصب و فعال نمایند.

22-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.

23-شرکت های مخابراتی و TTSP A تجارب کاری خویش را بطور مفصل در افر خویش ذکر نمایند.

24- شرکت های مخابراتی و TTSP A توانایی مالی خویش را در افر خویش ذکر نمایند.

25-شرکت داوطلب TTSP A باید توانایی مالی و تجارک کاری خویش را جهت تکمیل پروژه به اداره اترا ارایه نماید.

26-شرکت های مخابراتی و شرکت های TTSP A اشتراک کننده در پروسه داوطلبی مکلف اند \$2000USD/Site تضمین افر سایت را ضم افر خویش برای 90 روز کاری به شکل نقد یا لیتر از بانک جهت ارایه تهیه نمایند .

27-بدون تضمین بانگی داوطلب، افر شرکت اشتراک کننده ارزیابی نمی گردد.

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

29-به شرکت های مخابراتی و TTSP Grade A برنده پروسه داوطلبی 20% قرارداد پیش پرداخت تادیه میگردد البته در هر انوائس 20% ان وضع میگردد و همچنان شرکت برنده مکلف است در مقابل پیش پرداخت تضمین بانگی را به اداره اترا تسلیم نماید و پرداخت بر اساس فعال نمودن فی سایت بعد از تصدیق و تایید نماینده گان ولایتی اداره اترا، ریاست مخابرات ولایت مربوطه، ریاست نظارت و کنترل و ریاست پلان و انکشاف صورت میگردد.

- 30- شرکت های برنده پروسه داوطلبی مکلف اند تا تضمین تامینات (Security Performance SP) اجرای کار پروژه را فی سایت (10%) فیصد سببایدی یا مجموعه قرارداد را به اداره بعداز عقد قرارداد تسلیم نماید.
- 31- تضمین تامینات شرکت برنده بعداز یکسال ختم قرارداد (یکسال مدت قرارداد+یکسال بعداز ان) به جانب شرکت برگشت میگردد البته اگر قرارداد به موقع تطبیق نگردهد، در صورت تمدید میعاد زمان قرارداد فوق الذکر نیز تمدید گردیده است، خاطرنشان میگردد که قرارداد RTD-TBS براساس دلایل قانع کننده شرکت های برنده پروسه داوطلبی و منظوری امر اعطا (وزیر مخابرات و تکنالوژمعلوماتی/رئیس بورد اتر) یا بورد اداره اتر تمدید شده میتواند.
- 32- 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.
- 33- شرکت های داوطلب و برنده گان پروسه داوطلبی پروژه دهم مکلف به رعایت احکام قانون تنظیم خدمات مخابراتی، پالیسی و طرز العمل تطبیق پروژه ها، میکانیزم، گایدلاین و سایر اسناد اصولی اداره اتر و وزارت مخابرات میباشد.
- 34- شرکت های داوطلب TTSP Grade A جهت تطبیق سایت های RTD-TBS (اعمار ساختمان/فونڈیشن، تهیه وسایل پاور، وسایل مخابراتی و لینک سایت) طبق شرایط مندرج جواز فعالیت خویش را میتوانند انجام نمود.
- 35- شرکت های مخابراتی برنده پروسه داوطلبی یا استفاده کننده سایت های RTD-TBS مکلف اند تا خدمات مخابراتی سایت های RTD را طبق احکام قانون تنظیم خدمات مخابراتی، شرایط مندرج در شرطنامه، قرارداد، جواز مخابراتی عرضه نمایند.
- 36- در مورد هر نوع تخطی ها و خساره از شرایط مندرج شرطنامه و قرارداد RTD-TBS، بورد محترم اداره به موقع تصمیم خواهد گرفت که موجب تعمیم است.
- نوٹ:** شرطنامه هذا، میکانیزم تطبیق پروژه دهم، وگایدلاین مقرراری تطبیق پروژه طی ایمیل به شرکت های مخابراتی ارسال میگردد و همچنان اعلان پروژه طی مکتوب به شرکت های مخابراتی و TTSP A خبر داده میشود و شرکت های مخابراتی میتوانند سافت شرطنامه را از ریاست پلان و انکشاف اداره اتر بدست آورند و شرکت های TTSP A میتوانند شرطنامه هذا را از ریاست پلان و انکشاف، یا ازگروپ واتس اپ شرکت های TTSP یا از سایت اتر یا از سایت وزارت مخابرات و تکنالوژی معلوماتی بدست آورند. بناء شرکت های داوطلب مکلف اند تا افرخویش را طبق مشخصات درج شرطنامه هذا، میکانیزم و گایدلاین پروژه های دسترسی سراسری ترتیب و به اداره اتر در زمان تعیین شده افرگشایی ارایه نمایند.

3. Project Schedule

The timetable for the RFP bidding process set out below

Event	Days from Start	Calendar Date
RFP document available	Day 1	30/07/1402-06/04/1445-21/10/2023
Deadline for questions of clarification جلسه قبل از تسلیمی افر ها جهت حل سوالات داوطلبان	Day 15	14/08/1402
Issue final responses of clarification	Day 20	20/08/1402
Deadline for submission of Proposal(bid opening date and time) تاریخ و زمان افرگشایی پروژه دهم دسترسی سراسری لات دوم سال 1402	Day 30	29/08/1402~1445/5/6~2023/11/20 روز دوشنبه ساعت 10:30 قبل از ظهر منزل 16 تعمیر 18 منزله

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.
13th 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

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**

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.

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**

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.

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**

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.

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.

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.

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**

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.

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**

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 which mentioned in section 2.1,2.2 and 2.3 of this RFP.

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.

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/not-renewed then the ATRA-MCIT will take decision to transfer the RTD sites to the other operators in the areas for providing the telecom services.

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 Plan and Development, 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 If needed.**

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**

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.

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**

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.

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.

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.

26. Meaning of “Qualified Proponent”

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 2.1,2.2 and 2.3 of this RFP .

The Bid Evaluation Committee will determine whether a bidder 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 MCIT minister or ATRA Board chairman shall be final and binding upon the Proponents.

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 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 or WhatsApp.

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 (2.10 in the RFP) which provided for the 10th RTD Project L1 is applicable for this RFP as well accept some clauses added or excluded to this RFP as per the RTD-TBS Project implementation guideline for the L2.
 - (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 service’s provider
 - (ii) The network is located in Afghanistan.

28. **Eligibility of Proposals**

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 2.1,2.2 and 2.3 of this .

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 2.1,2.2 and 2.3 of this RFP.

30. **Afghanistan Based Company**

The following telecom companies and TTSP A 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 for supplying and construction of the RTD sites equipment.

31. **Operational Experience**

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 shall show the experience certificate that they have constructed/supplied/installed the BS sites to the Operators as per section 2.1,2.2 and 2.3 of this RFP.

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

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**

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 transmission, OFC, backbone transmission facilities, the switching and billing and other facilities.

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.

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 12 hours from backup batteries.

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.

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.

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.

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 0. 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.

As an alternative to meeting the requirements of sections 0, 0 and 0 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.

The Proponent must provide documentation and information that clearly demonstrates that the requirements of this section 33 are met.

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 .. of this RFP.

36. **Bid Security**

The Proponent shall furnish Bid Security as per above mentioned (article 2.1,2.2 and 2.3 of this RFP) 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;

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.

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.

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.

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.

On the occurrence of any of the forfeiture events identified above in section 0, 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**

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.

Subsequent Disqualification - If evidence of any of the activities referred to 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:

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.

Information Regarding the Proponent

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

- (f) **Eligibility Information** - The Proponent must provide documentation that clearly demonstrates that it meets the requirements set out in the related sections and other technical specification of this RFP.
- (g) It shall include all technical specification of the RTD sites equipment.
- (h) **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.

- (i) **Frequency Spectrum Application** - The proponent will use the frequency spectrum which has been assigned to it under the terms of its existing Telecom license.
- (j) **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.
- (k) **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.

Additional Information

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

- (l) The Proponent's comments on the draft RTD Project Agreement or issues regarding the existing Licence, if any; and
- (m) 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:

Subsidy Proposal – The Proponent must provide a completed TDF Subsidy Proposal Form prepared in accordance with table mentioned related parts of this RFP.

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.

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.

If any mistyping or sentences or.... found by proponent that are not matching with the TLA, UAP and Telecom License then the bidder could contact with the P and D department for the solving of the issues.

All the clauses of article 2.1,2.2 and 2.3 of this RFP are applicable for the both bidder Telecom operator and TTSP A.

40. **Pre-Proposal Meeting**

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 0 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.

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.

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].

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**

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).

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

Proposal to ATRA for Tower/Base Station Project (RTD-TBS 10-2023-L3)

Name of Proponent:

Local Contact Name and Phone Number:

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

29/08/1402~1445/5/6~منزله 18 تعمیر 16 ظهر منزل 10:30 قبل از ظهور روز دوشنبه ساعت 2023/11/20

NOT TO BE OPENED BEFORE: 29 /08/1402

~1445/5/6~2023/11/20

روز دوشنبه ساعت 10:30 قبل از ظهر منزل 16 تعمیر 18 منزله.

ATRA will provide a written receipt confirming the delivery of each Proposal received prior to the closing date and time.

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.

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), 10th Floor, MCIT Building, Mohammad Jan Khan Watt, Kabul, Afghanistan

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 **10:30**, Monday, 29/08/1402

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

42. **Opening of Proposals**

ATRA will publicly confirm the duly received Proposals in the presence of authorised representatives of any Proponents who desire to attend, commencing at Monday, dated 29/08/1402~1445/5/6~2023/11/20

منزله 18 تعمیر 16 ظهر منزل 10:30 قبل از ظهور روز دوشنبه ساعت 2023/11/20 on the closing date identified in section 41.2, 16th Floor, MCIT Building. The opening will proceed whether one or more representatives of Proponents are present or absent.

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.

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.

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 for MNOs and TTSP A ,so the lowest Subsidy offer for the RTD site is BID winner according to the technical specification set in this 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 which mentioned in section 2.1,2.2 and 2.3 of this RFP.

Letter of Intent

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 this RFP and RTD Project Agreement.

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

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.

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 0.

Subject to section 0, 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.

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.

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.

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.

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**

ATRA shall treat all Proposals received in relation to this RFP as confidential during the period before the award of the RTD Project Agreement.

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

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.

ATRA further reserves the right to modify or terminate the Proposal process at any time in its sole discretion.

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.

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.

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

Governing Law - This RFP and RTD Project Agreement executed shall be exclusively subject to, and interpreted in accordance with the laws of Afghanistan.

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.

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.

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.

If clauses of any article of this RFP does not match with clauses including in article 2.1,2.2 and 2.3 of this RFP, so the priority is given to the all **clauses of article 2.1,2.2 and 2.3 of this RFP and the mechanism as well as project guideline .**

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
 10th 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?	[●Insert 'Yes' or 'No'.●]
What is the Proponent's TDF Subsidy Proposal for the build and operation of RTD Project facilities in the selected provinces.	[●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.●]

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, 10th 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]*¹ *[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)

¹ 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