

## REQUEST FOR PROPOSAL

**No: EA/02-01-2025**

### For Rental of Billboards

1. Bids are invited from authorized partners for the Rent of Billboards. This bid Document is also available on the Etisalat website ([www.etisalat.af, Tenders](http://www.etisalat.af/Tenders)).
2. RFP Deadline is **13 January 2025 Afghanistan Time**.
3. Bid received after the above deadline shall not be accepted and the bidder shall have the related experience in this field.
4. Bidders may submit their proposal either as a sealed hard copy or as a soft copy via email. The hard copy should be submitted to Etisalat's main office, at the Reception Desk in Tender Box. The soft copy should be emailed to [ghurzang@etisalat.af](mailto:ghurzang@etisalat.af) with a copy to [Ihsanullah@etisalat.af](mailto:Ihsanullah@etisalat.af).
5. Etisalat Afghanistan reserves the right to accept or reject any or all bids and to annul the bidding process at any time, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the affected bidder(s) of the grounds for Etisalat Afghanistan action.
6. The bidder shall submit the proposal with separate (Technical and Commercial) parts. The commercial part must be a **password-protected document** and we will request the password once here the concerned committee opened bids (start the bid's Commercial evaluation). The bids shall be first evaluated technically. Technical evaluation will be based on the conformity to required technical specifications and compliance matrix specified in the Bidding Documents. Only technically compliant bids which meet all the mandatory service-affecting requirements will be evaluated commercially.
7. The Bidder should have experience in this field and please send your technical and commercial proposal separately.
8. The Bidder should register their Company with Etisalat Afghanistan (EA) before submission of their proposal and it is mandatory. Please download the vender registration form (VRF) from EA Website ([www.etisalat.af/tender](http://www.etisalat.af/tender)) and submit the signed and stamped VRF along with below required documents to EA Procurement Department or can be share via email as well.
9. All correspondence on the subject may address to Ghurzang Waziri, Assistant Manager Procurement and Contracts, and Etisalat Afghanistan. Email [ghurzang@etisalat.af](mailto:ghurzang@etisalat.af).

**Ihsanullah Zirak**

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# **Request for Proposal**

**(RFP)**

**For**

## **Rental of Billboards in Kabul & Provinces**

ETISALAT AFGHANISTAN, HEAD OFFICE, CHAREHE SHAHEED

SHAHR-E-NAW. KABUL- AFGHANISTAN

# 1. DEFINITIONS.

## 1.1 Terms.

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

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

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

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

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

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

**“Contract”** means the Contract between Etisalat Afghanistan (EA) and the Contractor and comprising documents enumerated therein, such as the Conditions of Contract, the Scope of Works, the Specifications and the Contractor's offer and correspondence relating thereto, the Bill of Quantities with unit prices to be provided by the Contractor after completion of the detailed design work, (where applicable) or as approved by EA based on the accepted bid with agreed to adjustments, Appendices and Addenda as well as any amendments made to any such documents in accordance with the Contract.

**“Contractor”** means the individual or firm(s) ultimately responsible for supplying all the Equipment's/Systems/Material/Items and Services on time and to cost under this contract to EA.

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

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

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

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

“**Force Majeure**” means Acts of God, Government restrictions, financial hardships, war and hostilities, invasion, act of foreign enemies, rebellion, revolution, riot, industrial disputes, commotion, natural disasters and other similar risks that are outside of Contractor's and EA's control. “**Services Receipt Note (SRN)**” means certificate issued by the consignee certifying receipt of Services in good order and condition.

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

“**L.o.A**” means a Letter of Award issued by EA to successful bidder with regard to the award of Tender.

“**L.o.I**” means a Letter of Intent issued by EA to successful bidder with regard to award of Tender.

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

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

“**Performance Bond/Security**” means an unconditional irrevocable guarantee issued by a bank located in Afghanistan and acceptable to EA commensurate with the value of the contract. The value of the Performance bond/Security is specified in the Bid Documents and same to be specified in the contract.

“**Prime Contractor**” means the individual or firm ultimately responsible for supplying all the Goods and Services on time and to cost under this Contract to EA.

“**EA's Representative**” shall mean the representative to be appointed by EA to act for and on behalf of EA with respect to this Contract.

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

“**Site**” means the land or locations, buildings and other places including containers shells wherein and upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the site.

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

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

**“Subcontractor including Vendors”** means any person to whom execution of any part of the facilities and/or services including preparation of any design or supply of any plant and equipment, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.

## **2. SCOPE OF WORK.**

- Collection of the billboard skins from the printing house.
- The contractor should install/remove the billboard skins at any time based on EA requirement.

## **3. INSTRUCTIONS FOR BIDDING.**

### **3.1 BIDDING DOCUMENTS.**

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

- 1) Definitions.
- 2) Scope of Work.
- 3) Instructions for bidding.
- 4) Prices.
- 5) Evaluation of Bids.
- 6) Conditions of Contract.
- 7) Payment Terms.
- 8) Bid Form.
- 9) Contract Form.

### **3.2 LANGUAGE OF BID.**

The bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the bidder and EA shall be written in English language, provided that any printed literature sent by the Bidder, may be written in another language so long as it is accompanied by an English translation of its pertinent passage in which case, for purposes of interpretation of the bid, the English translation shall govern.

### **3.3 GENERAL INSTRUCTIONS.**

**3.3.1** The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

**3.3.2** EA reserves the right to accept or reject any or all bids and to annul the bidding process at any time prior to award of contract without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for EA action.

**3.3.3** Bidder to submit Company's profile and technical expertise as follows:

- a) Company history, background and date of establishment.
- b) Registered offices and contacts within Afghanistan and abroad.
- c) Organization.
- d) Management and staff strength.
- e) Areas of specialization
- f) Experience in Turnkey Projects of the relevant field
- g) Other similar projects completed and in hand.
- h) References.

## **4. SUBMISSION OF BIDS.**

Bidders may submit their proposal either as a sealed hard copy or as a soft copy via email. The hard copy should be submitted to Etisalat's main office, at the Reception Desk in Tender Box. The soft copy should be emailed to [ghurzang@etisalat.af](mailto:ghurzang@etisalat.af) with a copy to [Ihsanullah@etisalat.af](mailto:Ihsanullah@etisalat.af).

### **4.2 DEADLINE FOR SUBMISSION OF BIDS.**

**4.2.1** Bids must be received by EA at the address specified in Bid documents on **13 January 2025, known** as the Submission Date.

**4.2.2** EA may at its discretion, extend this deadline for the submission of bids by amending the Bidding Documents in which case all rights and obligations of EA and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **4.3 PERIOD OF VALIDITY**

Bids shall remain valid for 60 (Sixty) days after the Submission date. A bid valid for a shorter period may be rejected by EA as non-responsive.

## **5. PRICE**

S. No	Item	Estimated Quantity	Unit Price per Sq.M/Month (AFN)
1	Billboards in Kabul	2,000 Sq.M	
2	Billboards in Provinces	5,000 Sq.M	

**5.1** The prices shall be inclusive of all taxes applicable as per Afghanistan Government Tax Laws on Services including municipality & withholding tax.

### **5.2 Locations and Sizes for Rent of Billboards**

**5.2.1** Size, Location and Number of Billboards to be provided by company (Bidder) and it will be verified by Etisalat in specific provinces.

**5.2.2** Etisalat Afghanistan has right to increase or decrease Sqm of billboards as per EA requirement.

## **6. EVALUATION OF BIDS.**

### **6.1 PRELIMINARY EXAMINATION.**

**6.1.1** EA will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished whether the documents have been properly signed and whether the bids are generally in order.

**6.1.2** Arithmetical errors will be rectified. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

**6.1.3** If the Bidder does not accept the correction of errors its bid will be rejected.

**6.1.4** If there is a discrepancy between words and figures, the amount in words will prevail. However, in case of any calculation error in multiplication of unit price and quantity, which will result in to a change in total price also, the amount in words will also be rectified.

- 6.1.5** Prior to the detailed evaluation, EA will determine the substantial responsiveness of each bid to the Bidding Documents. For this purpose, a substantially responsive bid is one which conforms to the terms and conditions of the Bidding Documents without material deviations. A material deviation is one which being inconsistent with the Bidding Documents affects in any substantial way the scope, quality or which limits in any substantial way, the purchaser's rights or bidder's obligation under the contract.
- 6.1.6** EA's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 6.1.7** A bid determined as substantially non-responsive will be rejected by EA and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 6.1.8** EA may waive off any minor informality or non-conformity or deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 6.1.9** Disclosure of fact(s) at any stage from bid opening till successful completion/ performance of contract will render the bid, the bidder, the contract, the contractor ineligible, had the fact (s) would have been disclosed at an earlier stage and which would have caused rejection of the bid, or disqualification of the bidder, or would have resulted in the termination of contract.

## **6.2 CLARIFICATIONS.**

To assist in the examination, evaluation and comparison of bids EA may, at its discretion, ask the bidder for a clarification of its bid and or ask for presentation. The request for clarification and the response shall be in writing and no change in the price or substance of the bid will be sought, offered or permitted.

## **6.3 DETAILED EVALUATION.**

- 7.3.1** Only such bids shall be considered for evaluation which have been previously determined as substantially responsive in accordance with paragraph 6.1 above and the prices of which have been quoted strictly in accordance with provisions given in the Bid Documents.
- 6.3.2** The comparison and evaluation of bids will be on item wise basis or any combination of the items as deemed fit by EA. In such cases the decision of EA shall be final.

## **6.4 COMMERCIAL EVALUATION.**

Financial evaluation of bids will be done comparing the offered prices.



## **6.5 LOWEST BID.**

Award shall be offered to the bidder whose bid is technically acceptable and having been evaluated price wise lowest. EA reserves the right to offer the award to any bidder whose offer in EA's opinion is of superior quality even if price wise not evaluated as lowest bid. EA also reserves the right to award the contract to more than one vendor as per award criteria.

## **7. CONDITIONS OF CONTRACT**

### **7.1 APPLICABLE LAWS.**

**7.1.1** The contract shall be construed and governed in accordance with the laws of the Islamic Emirates of Afghanistan.

**7.1.2** The contractor shall respect the provisions contained in Tax Laws notified by the Government (Islamic Emirates of Afghanistan).

### **7.2 GOVERNING LANGUAGE**

The contract shall be written in English language, which shall govern its interpretation. All literature, correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **7.3 NOTICES**

**7.3.1** Any notice given by one party to the other pursuant to this contract shall be sent in writing or by e-mail and confirmed in writing to the address specified for that purpose.

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

### **7.4 CONFIDENTIALITY OF INFORMATION.**

**7.9.1** The Contractor shall not, without EA's prior written consent disclose the contract, or any provision thereof, or information furnished by or on behalf of EA in connection therewith, to any person other than a person employed by the contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

**7.9.2** The contractor shall not, without EA's prior written consent, make use of any documents or information except for purposes of performing the contract.

**7.9.3** Any documents, other than the contract itself, shall remain the property of EA and shall be returned (in all copies) to EA on completion of the contractor's performance under the contract if, so required by EA.

## **7.5 ASSIGNMENT.**

The contractor shall not assign, in whole or in part, its obligations to perform under this contract, except with EA's prior written consent. Any assignment shall not relieve the contractor from any liability or obligation under the contract.

## **7.6 SUB-CONTRACTOR.**

**7.6.1** The contractor shall notify EA in writing of all sub-contractors awarded under the contract if, not already specified in its bid. Such notification, in his original bid or later shall not relieve the contractor from any liability or obligation under the contract.

**7.6.2** Sub-contractors must comply with the provision(s) contained in the Bid Documents.

## **7.7 AMICABLE SETTLEMENT.**

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

**7.7.2** EA and the contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

**7.7.3** Except as otherwise provided in the contract, any difference, dispute or question arising out of or with reference to the contract which cannot be settled amicably shall within (30) thirty days from the date that either party informs the other in writing that such difference, dispute or question exists be referred to arbitration.

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

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

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

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

**7.7.8** In the event of an arbitrator resigning or becoming incapable or unable to act, the parties shall nominate and agree on a replacement within two weeks of such an event. Proceeding shall continue without recommencing as if such arbitrator had been originally nominated.

## **7.8 TERMINATION OF CONTRACT.**

### **7.8.1 TERMINATION OF CONTRACT FOR DEFAULT.**

EA may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor terminate this contract in whole or in part;

**7.8.1.1** If the contractor fails to deliver the Services as specified in the contract.

**7.8.1.2** If the contractor fails to perform any other obligation under the contract.

**7.8.1.3** If the contractor, in either of the above circumstances, does not cure its failure within a period of fifteen (15) days (or such longer period as EA may authorize in writing) after receipt of the default notice from EA.

### **7.8.2 TERMINATION FOR INSOLVENCY.**

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

### **7.8.3 TERMINATION FOR CONVENIENCE.**

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

## **8. PAYMENT TERMS.**

Payment shall be made on monthly basis at the end of calendar month as per Service provided on agreed Price.

## APPENDIX – 1

### BID FORM.

To,  
Etisalat Afghanistan,  
Head Office, Ihsan Plaza, Shar-e- Naw.  
Kabul, Afghanistan. (Attention; Procurement Coordinator)

Dear Sir,

We have examined the conditions of contract and Scope of Work including Addenda Nos. (\_\_\_\_\_) of your RFP/Tender bearing No..... Receipt of the same is hereby acknowledged. We the undersigned offer to provide Billboards as per Etisalat requirements.

We undertake, if our bid is accepted, to Services as specified in the contract from the date of signing of contract.

We agree to abide by this bid for a period of..... (Price validity period) days from the date fixed for bid opening and it shall remain binding upon us and shall be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance here of in your notification of award shall constitute a binding contract between us.

In case we fail to accept the award of tender issued to us by EA, EA will be at liberty to cancel our registration and we shall not have any claim for this.

Yours Faithfully,

..... (Signature of authorised person)

..... (Name of authorised person)

..... (Position of authorised person)

(Seal of the company/firm)

## Scope of Billboard Advertisement

A **billboard** is a large outdoor advertising structure typically found in high-traffic areas such as busy roads, Business areas etc. Billboards present large advertisements to passing pedestrians and drivers. Companies use billboards to build their brands or to push for their new products.

billboards are meant to be simple, striking, and creative. You just can't miss these enormous, spectacular forms of marketing with their flashy colors and eye-catching designs. By using billboard ads, you can reach your target audience and then some, thanks to its large size encouraging onlookers to stop and stare and helping to attract customers.

Below are some impact a Billboard can have:

- Wide reach and visibility
- High-frequency exposure
- Builds brand awareness
- Enhances local advertising

Scope: EA will rent Billboards in Kabul & Provinces for 2025.

- Complete list of available billboards in Kabul & Provinces to be shared
- If the list doesn't match our requirement, then the vendor must install a new billboard in the location the EA team recommends.
- Complete information about Billboard materials used
- Pictures of locations to be attached with quotation along with the size of BB
- Maintenance is vendor's responsibility if anything is damaged, like billboard frame, etc.
- Municipality tax is the vendor's responsibility.
- Twice a month, report along with supporting documents
- Regional confirmation for BB availability
- As per Requirement EA will have customized BB. Designs will be shared with the vendor.

### Kabul & Provinces:

Provinces wise	
Province	Qty
Kabul	40
Nangarhar	14
Herat	12
Balkh	10
Faryab	4

Jowzjan	4
Kunduz	6
Baghlan	5
Khost	4
Takhar	3
Laghman	4
Helmand	3
Ghazni	4
Parwan	4
Sari-E-Pul	3
Maiden Wardak	3
Kandahar	7
Paktia	3
Logar	4
Badakhshan	3
Nimruz	3
Ghor	3
Kunar	3
Kapisa	3
Paktika	3
Samangan	3
Badghis	3
Farah	3
Bamyan	3
Panjshir	3
Zabul	3
Daikundi	3
Uruzgan	3
Nuristan	3
<b>Total</b>	<b>182</b>

**RFP General Terms Compliance to be filled by Bidder.**

S. N	Clause No. and General Terms	Comply (Yes/No)	Remarks
1	VALIDITY OF OFFERS		
2	CONDITIONS OF CONTRACT		
3	REGISTRATION/LEGAL DOCUMENTS OF THE BIDDER		
4	PAYMENTS		
5	TERMINATION OF THE CONTRACT BY THE PURCHASER		
6	TAXES		

**The following Information must be submitted with offer:**

<b>Bidder Contact Details</b>	
Bidder Name	
Bidder Address	
Bidder Email Address	
Bidder Phone Number	
Bidder Contact Person Name	
Bidder Contact Person Phone No	
Bidder Contact Person Email Address	
Bidder Registration License Number	
License Validity	
TIN Number /Tax Number	
Experience documents of last two years	
Financial statement of last two years	