**EMIRATES TELECOMMUNICATIONS GROUP COMPANY P.J.S.C. (ETISALAT)**

**HEAD OFFICE, ABU DHABI, UNITED ARAB EMIRATES**

**CONTRACT NO. AQ15487\_56.1B**

**ACQUISTION LICENSE AGREEMENT**

##### **BETWEEN**

# **EMIRATES TELECOMMUNICATIONS GROUP COMPANY P.J.S.C.**

# **(ETISALAT)**

# **AND**

# **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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# **HEAD OFFICE, ABU DHABI, UNITED ARAB EMIRATES**

**CONTRACT NO. AQ15487\_56.1B**

**ACQUISTION LICENSE AGREEMENT**

**THE AGREEMENT**

# **BETWEEN**

**EMIRATES TELECOMMUNICATIONS GROUP COMPANY P.J.S.C (ETISALAT),** duly established under the laws of the United Arab Emirates by virtue of Federal Decree No. 78 of 1976, reorganized by virtue of Federal Law No. 1 of 1991, and further amended by Federal Law No. 3 of 2015, having its head office and place of business at the intersection of Sheikh Zayed 1st Street and Sheikh Rashid bin Saeed Al Maktoum Road, PO Box 3838, Abu Dhabi, United Arab Emirates hereinafter referred to as “Etisalat” of the one part,

# **AND**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, whose registered Head Office is at P.O. Box \_\_\_\_\_\_, Abu Dhabi, UAE, as represented by Mr. \_\_\_\_\_\_\_, in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having power of Attorney to sign for and on behalf of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** hereinafter referred to as the “Licensor” of the other part

Whereas Etisalat and the Licensor are desirous to conclude a Contract for acquisition of a list of assets (hereinafter referred to as the “Licensed Works”).

**RECITALS**

WHEREAS the Licensor is capable and in a position to provide the Licensed Work;

NOW THEREFORE, the two parties have agreed to the following as detailed hereunder:

**DEFINITIONS AND CONSTRUCTION**

* 1. **Definitions.** The following defined terms used in this Contract and the Annexures shall have the meaning specified below. Except to the extent a contrary intent is expressly set forth, or the context otherwise requires, all capitalized terms used in this Contract or the Annexures will be interpreted in accordance with the definitions provided here below. Other terms used in this Contract and the Annexures are defined in the context in which they are used and have the meanings indicated.

“Applicable Law” means the laws of the United Arab Emirates as applicable to this Contract and any other laws and regulations which apply or become applicable to the performance of this Contract.

ii. “Agreement” or “Contract” (as used interchangeably) shall mean this agreement made between Etisalat and Licensor, including its Annexures expressly incorporated herein and shall include any amendments agreed, made in writing and signed by authorized representative of both parties, after the date of execution of this Contract.

* 1. **References**.

In this Contract and the Annexures to this Contract:

1. The Annexures ( and appendices thereof) to this Contract shall be incorporated into and deemed part of this Contract and all references to this Contract shall include the Annexures (and appendices thereof) to this Contract;
2. References to an Annexure (or appendix thereof) or Clause shall be to such Annexure (or appendix thereof) or to Clause of this Contract, unless otherwise provided;
3. References to and mention of the word “include” "including" or the phrase "e.g." shall mean "including, without limitation."
4. The terms defined and used in this Contract and Annexures include the plural as well as the singular.
5. Unless otherwise expressly stated, the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Contract as a whole and not to any particular Clause.
6. Unless otherwise expressly stated, the words “day”, “month”, and “year” shall mean, respectively, calendar day, calendar month and calendar year,
7. The words “writing” or “written” shall mean preserved or presented in retrievable or reproducible written form. Except as provided in this Contract, “writing” or “written” shall mean hard copy.
8. “Party/Parties” Party means either Etisalat or Licensor as the case may be and Parties mean Etisalat and Licensor collectively.
   1. **Headings.** The Clause headings, Table of Contents, and Table of Annexures (and appendices thereof) are inserted for reference and convenience only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Contract.

**d)** **Counterparts**

This Agreement may be executed in two counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one single Contract between the Parties.

**e) Relationship**

i. This Contract has been entered into by the Parties on a non-exclusive basis. Nothing contained in this Contract shall be deemed to constitute either Party a partner, joint venturer, agent or legal representative of the other Party, or to create any fiduciary relationship between the Parties. The [name of Licensor] is and shall remain an independent Licensor in the performance of this Contract, maintaining complete control of its employees, agents, SubLicensors and operations required for performance of its obligation under this Contract.

ii. Neither Party’s agents or employees shall be considered an agent, employee or servant of the other Party.

iii. Neither Party shall have any right, power, or authority, express or implied, to bind the other.

**f) Entire Agreement**

This Agreement and its Annexures and other documents referred to in this Agreement constitutes the entire agreement between the parties in relation to its subject matter. It replaces and extinguishes all prior agreements, draft agreements, arrangements, statements, assurances, representations and undertakings of any nature made by or on behalf of the parties, whether oral or written, in relation to that subject matter.

**g) Language**

## This Agreement has been prepared and signed in English, and English is the controlling language of this Agreement. In the case of any discrepancy between a version of this Agreement in any other language and the English language version then the English language version shall prevail.

**1. SCOPE OF WORK**

* 1. The Licensor undertakes to supply, install, integrate, test and commission and handover to Etisalat on turnkey basis all the equipment required for the Content Publishing Platform (CPP) with Business Analytics, Contract & Schedule Modules for IPTV/ OTT Content Management Systems & Operations for Etisalat (“System”) with all necessary hardware, software, and services as ordered by Etisalat to the full satisfaction of Etisalat and in conformity with Requirements, Technical & Other Conditions specified in this Contract, Scope of the Works (RFP Specifications) & Clarification Bulletins attached hereto as Annex I, The Licensor’s Schedule of Technical Compliance attached hereto as Annex II, the, the Technical System Details & Description attached hereto as Annex IV; at the prices and within the completion period specified in Clauses 2 & 3 respectively here below.

1.2 For future expansions, the details of the Scope of Work, delivery and completion period, for the future expansion of the System shall be subject to negotiations in line with the terms and conditions included in the Contract.

**2. SCHEDULE OF COST & TERMS OF PAYMENT**

2.1 In consideration of the satisfactory completion of the Scope of Work specified under Clause 1.1 hereinabove , Etisalat shall pay to the Licensor the Total (DDP-Etisalat UAE site/store) Contract Price of **Dhs. XXXX/- *to be filled in depending on the value of the tender awarded to the Licensor*** (**AED. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** only) as detailed in the Schedule of Cost & Quantities (Appendix I A) and summarized here below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***Srl No.*** | ***Title / Asset*** | ***Episodes*** | ***License Start Date*** | ***License Start Date*** |
| **1** | **Valerian and the City of a Thousand Planets** | **1** | **01/01/2018** | **31/12/2025** |
| **2** | **Bilal: A New Breed of Hero** | **1** | **01/01/2018** | **31/12/2025** |
| **3** | **The Help** | **1** | **01/01/2018** | **31/12/2025** |
| **4** | **Wadjda** | **1** | **01/05/2020** | **31/12/2025** |
| **5** | **Mission: Impossible - Ghost Protocol** | **1** | **01/05/2020** | **31/12/2025** |
| **6** | **The Hundred-Foot Journey** | **1** | **01/05/2020** | **31/12/2025** |

2.3 Cost of Optional Post Warranty Maintenance & Support Service(s) are attached hereto as Appendix I A.

2.4 Any additional installation materials, if required for implementation of all equipment(s) contracted under this Contract shall be provided by the Licensor free of cost.

2.5 Any additional equipment (hardware and/or software), interfaces, development, IOT (Internet of Things), services etc., required for the completion of the Project and roll-out of the Services, whether or not included in Appendix IA hereto, to meet the technical requirements (according to the tender specifications) which includes all the annexes, shall be deemed as included in the Total Contract Cost specified in Clause 2 here above and all such requirements shall be provided by the Licensor, at no additional cost to the Etisalat.

2.6 Implementation Services Cost shall be deemed to include (but not limited to), all expenses relating to the Project management, testing, commissioning, installation, integration & handover of the complete System, on-site support and technical support (including provisioning of test procedures, acceptance testing & reports, documentations, trouble shooting, handling & resolving all snags/problems etc.), throughout the Project Implementation & System Acceptance.

2.7 System Technical Support and Warranty, Maintenance & Support Service shall be deemed as included in the contracted cost.

2.8 If there is a difference in price for any Equipment/item specified between the different levels of prices included in Appendix IA, then the lowest prices shall be applicable.

2.9 The cost shall be deemed to include cost of survey, resurvey, survey reports, preliminary and final design, coverage map and all logistics including but not limited to, insurance, material handling, documentation, clearance formalities, distribution, local transportation, delivery to site, etc.

2.10 The Licensor shall ensure that high standard procedures and rules are established, documented and followed in delivering the Project and Services. All operational issues and network details shall be logged and documented as part of the Project and within the costs indicated here above.

2.11 The Licensor shall indicate in the delivery notes/invoices the contractual and actual delivery dates of the invoiced items as referred to in Clause 3 here below. Invoices shall be raised after the equipment & materials have been acknowledged as received by the Etisalat.

2.12 Payment of Contract Price specified in Clause 2.1 here above shall be made in accordance with the following:.

* Software/License Cost:- 50% of the cost shall become due upon the issuance of Ready for Service Certificate (RFS) by Etisalat and the remaining 50% shall become due upon PAC, subject to clearance of snags.
* Installation, project management and professional services costs shall become due upon issuance of Ready for Service Certificate (RFS).
* Payment of Hardware costs shall be made as per para 3.12 of the Conditions of Contract (SICET 2A) attached hereto as Annex VIII, which forms part of this Contract.

2.13 Payment of support cost (if any) shall be paid only after the completion of such support services.

**3. DELIVERY & IMPLEMENTATION PERIOD**

3.1 The Licensor undertakes to deliver, install, test, commission, integrate and hand-over the complete System as specified in the Scope of Works (Clause 1.1), in a Ready for Service (RFS) condition to full satisfaction of Etisalat within \_\_\_\_\_\_\_\_\_\_\_ weeks/months from the date of Contract signature. For future orders supply & completion period shall be mutually agreed between both parties prior to the issuance of Purchase Order by Etisalat. Completion period shall be specified in the Purchase Order.

3.2 The Licensor undertakes to deliver (DDP – Etisalat UAE site / store) on demand, all or any contracted items (equipment, etc.,) included in this Contract.

3.3 The Licensor shall improve the implementation plan and make every effort to complete the project ahead of schedule. However, the implementation shall be based on Etisalat’s requirement and if required by Etisalat, the Ready for Service (RFS) date shall be revised accordingly, without any additional costs to Etisalat.

3.4 For delays in completion of the delivery and/or implementation as specified in the Clauses here above, Delay penalty shall be applied in accordance with para 3.14 of the Conditions of Contract (SICET 2A) attached hereto as Annex VIII, which forms part of this Contract.

3.5 In case one or more SLAs/KPIs are not met by the Licensor, Etisalat shall have the right to charge penalty for not meeting the SLAs/KPIs in accordance with the SLA/KPI mechanism specified in clause 15.1.10 below.

**4. PRICE VALIDITY**

All prices and discounts specified in this Contract shall be firm and valid for a period of thirty six (36) calendar months from the date of signature hereunder and thereafter the prices shall be subject to negotiations within the limits of the contracted price.

**5. TRAINING**

5.1 The Licensor shall provide all the necessary trainings to **\_\_\_\_\_\_\_ of Etisalat staff in \_\_\_\_\_\_batches,** including System (Hardware & Software) trainings.

5.2 The dates and location of training shall be mutually agreed by the Parties. In the event the training could not be completed within the specified period(s), the Licensor shall extend the training period at no additional costs to Etisalat.

5.3 Training shall be completed prior to the issuance of Provisional Acceptance Certificate (PAC). The exact dates and location of training shall be mutually agreed by the Parties. In the event the training could not be completed within the specified period(s), the Licensor shall extend the training period at no additional costs to Etisalat. If the training facilities/ trainees are not available at the time of a particular training, the course shall be rescheduled by the Licensor at no additional cost to Etisalat and thereupon, the training shall not be linked to issuance of PAC.

5.4 All expenses of the training Instructor(s) including travelling, accommodation, subsistence, transportation etc., are deemed to be included in the training cost and therefore shall be borne by the Licensor.

5.5 One full set of training documentation in English for the contracted trainings shall be provided at least two (2) weeks prior to the commencement of training to each trainee at no additional cost to Etisalat. The training course and training documentation shall be in the English language.

5.6 The training on the System installation and commissioning shall be of standard required to ensure that staff successfully completing the training shall be capable of installing, testing and commissioning the system with minimum or no supervision and will be capable of maintaining, trouble-shooting, administrating and dealing with any operational situation. All training materials required for the training shall be provided by the Licensor.

5.7 The training shall be in English language and the Licensor shall ensure that the instructors are fluent in English & technically competent. The instructors shall be well conversant with installation, operations and maintenance techniques of the contracted System, equipment design concepts and shall be able to communi­cate clearly in the English language and without the help of any inter­preter. If the instructor(s) are not competent, then Etisalat reserves the right to reject such instructor(s) and call for a repeat training, at no additional cost to Etisalat. If required by Etisalat, the Licensor shall provide authenticated CVs of the Instructors.

5.8 The Licensor shall also provide on-the-job installation training in UAE.

5.9 For factory training or hands-on training, the Licensor shall provide the required test Equipment and all required training materials to complete the training.

5.10 The Licensor shall complete the training to the satisfaction of Etisalat and in conformity with the schedule and content. The details of training are attached hereto as Annex III.

5.11 The training(s) shall be conducted by Expert trainer. If the training(s) is not up to the satisfaction of Etisalat staff, the training(s) shall be repeated to Etisalat at no additional cost.

* 1. The Licensor shall ensure that adequate "Hands-on, On-the-Job Training" and training course are conducted before PAC.

**6. PROGRESS REPORT**

6.1 A progress report shall be submitted monthly (or as specified by Etisalat) by the Licensor identifying the progress to date relative to the current plan of work, specifying any areas where remedial action may be necessary to maintain the current plan of work and stating either that the date of completion will be achieved or a revised date of completion in the case of major delay. However, this shall not relieve the Licensor of any penalty stipulated in the Contract.

**7. CONTRACT FOR COMPLETE SYSTEM**

7.1 The Licensor shall be responsible for completion of the project as described in this Contract. Any equipment or materials omitted from equipment and other lists which may be reasonably implied from there and obviously necessary for the completion and efficient performance of the System in accordance with the specifications of this Contract shall be supplied by the Licensor at no additional cost to Etisalat.

7.2 The contracted System shall be installed, tested and commissioned by the Licensor’s expert engineers under the overall supervision of Etisalat Staff. The over­all responsibility for the quality of installation, testing, commissioning, integration and performance of the System solely lies with the Licensor, who shall guarantee the same, as per the Specifications included in this Contract.

7.3 The Licensor shall bear full responsibility for the completion of the project (including all deliveries, installation, testing, commissioning and integration) by the contractual Ready-for-Service (RFS) date.

7.4 The Licensor shall be responsible for the completion of the Project as well as guarantee the System performance as described in this Contract. Any equipment or material etc., omitted from the Schedule of Costs & Quantities, but which may reasonably be implied and obviously considered necessary for the completion of the Project and efficient performance of the equipment as an opera­tional System in accordance with the technical specifications and the Licensor’s compliance attached thereto, shall be provided by the Licensor as if included in the equipment lists, and the costs thereof shall be deemed to have been included in the total Contract Cost.

7.5 In case additional equipment are required for installation, testing, acceptance testing and routine maintenance, but are not included in Appendix IA, then the same shall be provided by the Licensor at no additional cost to Etisalat.

7.6 The Licensor shall inform Etisalat of all new products & software releases that are generally available through semi-annual road map. If any equipment/ software release contracted under this contract have been changed or upgraded to new/modified version within one year from the date of signature hereunder, then the contracted equipment/software release, if so required by Etisalat, shall be replaced with new/modified equipment/software release at no additional cost to Etisalat.

7.7 The Licensor shall check, survey, confirm the System parameters and interface into the network, plan the network, design the System and guarantee the System performance as per General and Technical Specifications.

7.8 The System acceptance tests shall be conducted by Etisalat's nominated Engineers in the presence and direct supervision of the Licensor’s su­pervising Engineers.

7.9 The Licensor shall be responsible for the UAE entry formalities, accommodation and transportation to sites of all their staff, materials and equipment.

7.10 Any function /feature that are included in the Tender Specification (Annex I) but could not be provided to Etisalat as at the time of the offer, due to its non-availability , but are planned for future releases of the offered Software, then the same shall be provided to the Etisalat free of cost, once it becomes available or introduced by the Licensor.

* 1. The Licensor shall ensure that high standard procedures and rules are established, documented and followed in delivering the Project and Services. All operational issues and network details shall be logged and documented as part of the Project and within the costs indicated under Clause 2.

**8. TEST EQUIPMENT AND TOOLS FOR INSTALLATION, TESTING AND COMMISSIONING**

8.1 In addition to any tools & test equipment required for Operation & Maintenance and Planning & Optimization Services, the Licensor shall bear full responsibility for the provisioning of all tools, test Equipment(s), installation materials, card extenders, test leads, terminations etc., necessary to complete the project by the contractual Ready for Services (RFS) date.

The Licensor shall be responsible for the calibration of all test equipment provided under this Contract, the calibration frequency shall be in accordance to the recommendation of the test equipment manufacturer.

8.2According to and implied by the RFP requirement and Licensor’s Schedule of Technical Compliance, in case any additional equipment (exclusive of tools) are required for, testing, acceptance testing and routine operation and maintenance, then the same shall be provided by the Licensor at no additional cost to the Etisalat.

* 1. The contracted System shall be supplied with all necessary load/capacity stress testing tools to ensure/demonstrate the stability/functionality of the contracted System (Hardware& Software), at the required/licensed capacity.

**9. SYSTEM PERFORMANCE**

The Licensor shall be responsible for any degradation of performance in the contracted System or any of its part (Hardware, Software, Application, Database and Operating System) during warranty and any contracted post warranty maintenance & support period. In case of any degradation, the Licensor shall provide full solution at no additional cost to Etisalat, within one month of the appearance of the problem.

**10. SYSTEM INTEGRATION & INTERFACING**

10.1 The Licensor guarantees that the supplied System shall be compatible with the equipment / system provided by other suppliers without affecting the quality of performance or operation of the System. If any degradation occurs to the quality of service provided through any interface, then the Licensor shall coordinate with the other suppliers to resolve any potential fault in the interfacing of their related equipment. The Licensor shall provide the solution on an urgent basis, at no cost to Etisalat.

10.2 The Licensor shall be responsible for the installation, testing commissioning and integration works and shall ensure good quality and high professional standards.

10.3 The contracted System shall support integration of equipment in a multi-vendor environment and with equipment from various vendors based on standard interfaces, to meet Etisalat requirements and the specifications included in this Contract.

10.4 The contracted System shall integrate easily and efficiently with Etisalat’s existing infrastructure including (but not limited to) Billing, Provisioning, Authentication, System Management and Customer Care Systems as well as GPON Network and TMN.

10.5 The Licensor shall be responsible for resolving any problem that arises when integrating the contracted equipment/System with Etisalat’s existing network elements provided by other vendors as per the standard protocols.

10.6 In case of any interoperability problem with the equipment of other vendors, the Licensor shall carry out required analysis/upgrades and establish that the contracted equipment is not responsible for the problem.

10.7 In order to allow proper integration of supplied equipment with other vendor’s equipment, necessary interface shall be provided without any additional cost to Etisalat, complying with relevant ITU/3GPP/ETSI recommendations including any compatibility test required for this integration. Etisalat shall provide, upon Licensor’s request, specifications and parameters necessary for adaptation of the Interface to other systems, to meet Etisalat requirements and the specifications included in this Contract.

10.8 The contracted System shall also be capable of integrating with multi-vendor PSTN, GSM and 3G equipment. This integration shall be carried out by the Licensor and if any problem is encountered due to the contracted equipment or due to non-conformance with ITU/ ETSI/ 3GPP/ TISPAN standards defined up to the date of signature of this contract, the Licensor shall find proper solution. If the solution involves any software configuration/ modification on the contracted equipment, then the Licensor shall provide the solution at no additional cost to Etisalat. Upon Licensor’s request, Etisalat shall provide the relevant specifications and parameters available, for the above integration.

10.9 The Licensor shall arrange Interoperability Tests (IOT) with existing and future vendors equipment as and when required, at no additional cost, to meet Etisalat requirements and the specifications included in this Contract.

**11. SYSTEM REDUNDANCY AND RELIABILITY**

11.1 The offered equipment shall be designed for a minimum operational life of 10 years based on continuous operation with availability figure equal to or better than 99.99% throughout the lifetime

11.2 All modules of the contracted System/network elements and associated equipment shall be redundant/clustered in such a way that no single point of failure will affect the performance in any circumstances, to meet Etisalat requirements and the specifications included in this Contract.

11.3 The contracted System shall be designed and realized to provide high security, reliability, scalability, fault tolerance and easy maintainability.

11.4 The contracted System shall use the latest relational internetworking, database and client/server technologies for flexibility, ease of access, modularity of platform, customized processing, reporting and analysis.

11.5 All configuration/customizing functions shall be performed online with minimum service outage.

11.6 The contracted System shall support the backup of data using Optical Drive or other suitable media, to the satisfaction of Etisalat.

11.7 The contracted System shall not experience any outage or performance degradation during initiation of back-up mechanism and fall back/restoration.

11.8 The Licensor shall be responsible for any apparent or non-apparent degradation caused by the contracted equipment, affecting directly or indirectly the performance of any module in the contracted System/Equipment included in this Contract (i.e. Hardware, Software, Application, database, and Operating System). The Licensor shall provide a full solution for this degradation and/or maximizing the capacity of the contracted System (i.e. Hardware, Software, Application, Database and Operating System), at no additional cost to Etisalat, within one month of the first appearance of the degradation/problem. In solving this problem, the Licensor shall ensure full satisfaction of Etisalat.

11.9 The System shall be extremely reliable, fully redundant, scalable, and based on standard architecture and telecommunications norms. The System shall provide a very high degree of availability, minimum shall be 99.99%.

11.10 Each sub-System of the redundant System shall be a complete standalone System capable of handling the surge in traffic. Failure of one sub-System shall not cause interruption of service or degradation in performance and shall be able to handle the traffic without delay.

11.11 All the active hardware components in the servers (such as processors, hard drives, fans, power supplies…etc.), which are essential to the operation, control, and maintenance, shall be duplicated (Hot Standby) in such a way that no single point of failure shall affect the performance in any circumstances.

* 1. In event of any component or module failing, as a result of hardware or software malfunction, then the duplicated unit shall be able to take over with no interruption of service.
  2. All required security measures and procedures shall be implemented on the contracted System Network equipment in order to completely secure user traffic as well as network elements. However, these measures shall not degrade the performance of the System /equipment. The Licensor shall provide the required patches/ development on the contracted System to correct any vulnerability discovered, at no additional cost to the Etisalat.

**12. SOFTWARE RELEASE/FEATURES**

12.1 All Basic, Optional and Enhanced features available in the contracted software(s) shall be part of the offered software. This should be applicable for any future offered and in any future software release; the Licensor shall provide these features, functions and their right to use at no additional cost.

12.2 The contracted System shall be modular, scalable and upgradeable both in capacity and services/features.

12.3 Testing of software modifications developed by Etisalat, for correction of faults, shall be performed by the Licensor free of cost.

12.4 All the Technical Specifications included in the Tender Document and the Licensor’s Compliance Statement are considered as Etisalat Standard Features and hence the Licensor shall provide them at no additional cost to Etisalat. The Licensor shall provide, at no additional cost to Etisalat, all hardware, software, and additional development that are found necessary for implementing those features into the contracted System.

12.5 Any planned HW/SW upgrades shall be implemented with zero service interruption.

**12.6 Testing and Debugging:**

12.6.1 The Licensor shall, jointly with Etisalat, conduct tests on the Hardware and Software installed. The Licensor shall also remove any bugs/discrepancies and replace/fix/modify the defective hardware, software, application components, and re-run the acceptance tests again until all the tests are successfully concluded.

12.6.2 Software support and modifications considered necessary by Etisalat due to the design defects/bugs either with the operating system or related to the applications shall be guaranteed for the life span of the equipment (i.e. 10 years). The Licensor shall notify Etisalat immediately on identification of the defect and shall arrange to effect immediate correction. The correction notification shall be made known to Etisalat prior to the installation of the correction to enable smooth transition/correction of the bugs/design defects.

**13. OPERATION AND MAINTENANCE**

13.1 All the maintenance, testing and operation activities of the contracted System shall be implemented through the existing centralized Operation and Maintenance Centre and the contracted System which shall include the following functions using Graphical User Interface (GUI):

1. Fault Management
2. Configuration Management
3. Performance Management
4. Software/Patch Management
5. Security Management
6. System Administration

13.2 **Interface and Protocols**

13.2.1 The Licensor shall guarantee full compatibility and interoperability of the supplied equipment with the Etisalat’s existing / concurrent multi-vendor equipment and infrastructure, which are compliant to the standards.

13.3 **System Redundancy**

13.3.1 The contracted equipment shall be fully redundant to provide a very high degree of availability (99.99%).

13.4 **System Reliability**

13.4.1 The Licensor shall guarantee the reliability and good performance of the OMCs (Operation & Maintenance Centres) in terms of handling all the traffic measurements, traffic observations, alarms and messages for all the system elements contracted under this contract. In case of any degradation in the performance, the Licensor shall provide an immediate solution at no additional cost to the Etisalat.

13.4.2 The Licensor shall guarantee the reliability and good performance of all contracted system modules/sub-modules equipment(s). The failure rate for a module/sub-module shall not exceed 0.1% of a total working modules/sub-modules per year. If the failure rate exceeds this limit, the Licensor shall provide a solution (such as redundancy) within one month from the date of exceeding the failure rate at no extra cost.

13.4.3 The contracted system elements shall be capable to detect very high peaks of loading on the system (80%) due to abnormal traffic condition. Upon the detection of an overload a ‘load shedding’ procedure shall be invoked which shall, in stages and under the control of the overload software, degrade the system to an extent determined by the degree of over-load.

13.4.4 The contracted system elements shall support a self-testing /diagnostics on all hardware equipped in the system which shall be started automatically by the system after any abnormal behaviour on the hardware.

13.4.5 If the contracted OMC fails to support any of the functionalities as per Technical Specifications and as per compliance of the Licensor, the Licensor shall provide an immediate solution at no additional cost to the Etisalat.

**14. TECHNICAL SUPPORT SERVICE**

**(DURING WARRANTY & ANY CONTRACTED POST WARRANTY)**

14.1 The Licensor undertakes to provide Etisalat, Technical Support Services by its own qualified Engineer(s) based in UAE, throughout the implementation period and during the warranty period at no additional cost to Etisalat.

The Licensor shall provide the following Services as part of the technical System Support, during the warranty period and during any contracted Post warranty period as part of the contracted services without any additional cost to Etisalat:-

14.1.1 To establish the ultimate procedure and methods to maintain the contracted System.

14.1.2 To keep updated with the new enhancements & tools about the System.

14.1.3 System software and hardware parameter settings, modification, tuning and optimization.

14.1.4 Supervision and assistance to staff in fault supervision/ trouble shooting tasks.

14.1.5 Execution of preventive and corrective maintenance. Triggering and coordination of preventive and corrective maintenance site interventions.

14.1.6 The Licensor shall also provide first line support as well as troubleshooting.

14.1.7 Investigation and recommendation of solutions on hardware and software problems raised by Etisalat, when such problems are not of routine maintenance.

14.2 Supervision and assistance to staff in the system administration tasks at the Operation and Maintenance level which shall cover:-

* Supervision of system errors
* Control of disks space and status
* System data backup and restoration
* Follow-up on the entire machines processor load.

14.3 The Technical Support staff shall be capable to provide solution to problems, clearing of system faults and answers to technical questions concerning the supplied equipment within reasonable time limits set by Etisalat.

14.4 All written Fault Reports regarding software/hardware failures reported by Etisalat shall be resolved immediately, within reasonable time from notification by Etisalat.

14.5 The technical support channels shall be available on 24 hours/7 days on call basis & at no additional cost to Etisalat during the warranty period.

14.6 The Licensor’s Engineering Support staff shall be called during Etisalat’s normal working hours, whenever needed. In severe/critical circumstances, the supporting staff can be called after hours and weekends to assist Etisalat staff.

14.7 The Licensor shall finalize the leave plan of the local Engineering Support Staff in consultation with Etisalat. During vacation of the concerned staff, the Licensor shall provide Etisalat with replacement staff at least one week before the start of vacation of the concerned staff.

14.8 The Licensor’s Engineering Support Staff shall follow the instructions as determined by Etisalat to meet the required performance objectives of the System.

14.9 If the performance of the Licensor’s engineering Support staff is not found satisfactory to Etisalat, the Licensor shall provide a replacement within one week from the date of such notification by Etisalat.

14.10 The above mentioned Engineering Support staff will be fully dedicated to the Project.

14.11 In case of emergency and urgent need support from the Licensor’s and their Principal’s Global Technical Centre shall also be made available on 365/366 days of the year on 24x7 hours basis, at no additional cost to Etisalat.

14.12 If opted by Etisalat beyond the Final Acceptance of the contracted System, all maintenance services including technical support, software support and hardware support for the contracted System, stated in this Contract, shall be provided by the Licensor under the post warranty maintenance & support service as specified in Clause 15.2 here below.

**15. WARRANTY/POST WARRANTY MAINTENANCE SUPPORT SERVICE**

15.1 **During Warranty:**

All components of the contracted system shall be covered by warranty throughout the implementation period(s) and for a period of not less than five (5) years commencing from the date of issuance of Provisional Acceptance Certificate (PAC). The following Warranty Maintenance & Support Services shall be provided by the Licensor at no additional cost.

If any major problem which affects the System is observed (i.e. on the performance, maintenance, operation etc., or issues which do not meet the agreed specifications included in this Contract) and remains unresolved during warranty period, Etisalat reserves the right to extend the warranty till such snags are resolved satisfactorily.

* + 1. During warranty period, the Licensor undertakes to provide full onsite technical support and maintenance including full replacement of all faulty parts and components, to all the hardware and software of the contracted System, at no extra costs to Etisalat.

15.1.2 Any unit or component, which fails during the installation/warranty period, shall be replaced by the Licensor at no additional cost and without hampering the smooth operation of the System. For this purpose the Licensor shall maintain / manage sufficient spares & resources locally, for replacement of faulty spares & equipment.

15.1.3 The Licensor shall be responsible to replace and recover any faulty items during the warranty period at no additional costs and without hampering the smooth operation of the System. All replaced / repaired units shall be warranted for the remaining duration of the warranty period or 12 months from the date of replacement/repair, whichever is later.

15.1.4 The Licensor undertakes to provide Support Services by qualified engineer(s) continuously and throughout the implementation period and thereafter during the warranty period. The Engineer(s) shall be able to provide prompt solutions, clearing of system faults and answers to technical questions concerning the contracted System, at no additional cost.

15.1.5 The warranty support services shall essentially cover all necessary services, without limiting to technical support, revisions and releases, version upgrade, firmware upgrade, patches upgrade and provision of on-site remedial support and assistance, to solve problems.

15.1.6 During warranty period and for any contracted post warranty period, maintenance & support services (Hardware & Software) for the Contracted System shall be provided on a 24x7 on-site basis at no additional cost. The technical support channels shall be available on 24 hours / 7 days a week at no additional cost to Etisalat during the warranty period.

15.1.7 The Licensor shall be responsible to provide new releases, releases and revisions to the supplied System at no additional cost during the warranty and during any contracted post warranty period as part of the Maintenance & Support Services. The software upgrade shall not impact the developed or integrated applications or database.

15.1.8 Any hardware and/or software upgrades or updates shall not cause any degradation or deficiencies in performance of the System. In case of such degradation or deficiencies, the Licensor shall provide additional hardware, software resources and/or services at no additional cost, to remove such degradation or deficiency in the quality of performance.

15.1.9 Any basic, new software releases or upgrade of contracted standard or optional features shall be provided at no additional cost until Final Acceptance Certificate. These new software releases shall be supported by the contracted hardware, otherwise, necessary compatible hardware shall be provided at no additional cost.

15.1.10 During the warranty and contracted post warranty following SLAs/KPIs and penalty mechanism shall be applicable.

[ to be inserted based on final agreement]

15.1.11 The guideline procedure for the maintenance & support service are attached hereto as Annex V.

15.2 **Replacement under Warranty:**

15.2.1 Any unit or component, which fails during the installation/ warranty period, shall be replaced by the Licensor at no cost for Etisalat.

15.2.2 The Licensor shall provide sufficient spare equipment in the Licensor’s local office in UAE, so that any faulty equipment can be replaced in time to meet the SLAs. Etisalat’s stock of spares (if any) shall not be utilized for under warranty replacement.

15.2.3 A fault report shall be provided for each faulty equipment.

15.2.4 The Licensor shall provide every month a statistical report covering all types of faulty units/sub-units.

15.2.5 If approved by Etisalat’s for repairs during warranty period, the Licensor shall supply to Etisalat, without delay, advance replacement parts for those items returned to the Licensor for repair & return.

15.2.6 Equipment that are repaired or replaced (during warranty) by the Licensor shall be warranted for the remainder of the original warranty period or twelve (12) months from the date of replacement, whichever is longer. Date of repair shall be clearly inscribed on such units.

15.3 **Post Warranty Maintenance & Support Service: (Optional)**

15.3.1 After the end of the warranty period, if opted by Etisalat the Licensor undertakes to provide annual post warranty maintenance & support services for the contracted System, at the cost specified in the attached Appendix I A**.**

15.3.2 If Post Warranty Maintenance and Support Service are opted, then, for the satisfactory completion of post warranty maintenance & support services, the annual service charge shall be paid annually in arrear, against certified invoice submitted by the Licensor at the end of the annual service period.

If the Licensor fails to diagnose/identify and resolve any snag that affects the service or system performance within the agreed time frame, Etisalat shall at its option, impose a penalty of one percent (1%) of the total Annual Maintenance & Support Service charges, per week per occurrence, against the Licensor’s failure to comply with such performance requirements. In any event, the total value of the penalty shall not exceed fifteen percent (15%) of the total contracted Maintenance & Support Service Charges.

Notwithstanding anything mentioned here above, Etisalat also reserves the right to either withhold or forfeit the maintenance charges, if the Licensor fails to perform in accordance with the agreed terms and conditions for the Service.

15.4 **Post Warranty Repair Service: (Optional)**

15.4.1 If opted by Etisalat at the end of the warranty period, the Licensor undertakes to offer / provide hardware repairs / replacement & return services to any faulty units. The details, terms and conditions of such Post Warranty Repair Services shall be finalised by the parties prior to the issuance of the Final Acceptance Certificate (FAC) as per the following guidelines:

15.4.1.1 Throughout the contracted period and for a period of 10 years from Final Acceptance of the System, the Licensor undertakes to accept any faulty unit for repairs, at fixed rate and conditions specified in this Clause.

15.4.1.2 The out of warranty repair/replacement charges for any items included in this Contract shall not exceed 20% of the relevant discounted HW unit price of the unit/sub-unit.

15.4.1.3 The Licensor shall propose procedures to be adopted for the repair of out of warranty damaged/faulty parts; prior to the end of the warranty period.

15.4.1.4 The Repair Turn Around Time (TAT) shall not exceed one month from the date the faulty unit is received by the Licensor to the date the repaired item is returned to Etisalat (either to Etisalat’s nominated forwarder or to Etisalat’s store, as shall advised in the repair order). If no Forwarder is nominated by Etisalat, the Licensor shall arrange the shipment and the freight charges shall be reimbursed to the Licensor at actual, supported by documentary evidence.

15.4.1.5 A fault report shall be provided along with the returned equipment after repair.

15.4.1.6 If the return of the repaired equipment to Etisalat (either to Etisalat’s nominated forwarder or to Etisalat’s store, as shall advised in the repair order) is delayed then the Licensor shall be penalized at the rate of 10% of the repair cost of the item per week/part of the week so delayed, up to a cumulative maximum of 10 weeks.

15.4.1.7 The warranty of the repaired / replaced spares (equipment) shall be twelve (12) months from the date of receipt to stores) or any remaining warranty period of the System, whichever is later. The date of the repair shall be suitably indicated /labelled on the repaired units and date of delivery shall be indicated in the invoice, with documentary evidence.

15.5 A draft of the Post Warranty Maintenance & Support Agreement (including the Guideline Procedure for the Service) is attached hereto as Annex V, which shall be finalized by the parties, if required by Etisalat, prior to the Final Acceptance of the System.

**16. DOCUMENTATION**

16.1 The Licensor undertakes to supply necessary sets of the complete System documentations on CDs and hardcopies.

The documentation shall be supplied by the Licensor for all elements of the System as per the General specifications of the tender and Licensor’s compliance which forms integral part of this contract and shall be valid for both contracted Equipment and any third party Equipment supplied as part of the contracted System.

The Licensor shall also supply documentation for the System necessary for the day-to-day operation & maintenance of the System.

Unless otherwise specified by Etisalat, all documentations shall be in the English Language.

16.2 The system documents, including part of the circuit diagrams shall be provided by the Licensor within one month of request.

16.3 The Licensor shall provide the full list of Management Information Base (MIB), its tree structure and full details of each Object ID (OID), if available.

**17. TECHNICAL CONDITIONS**

## 

## 17.1

## 17.2

**18. OTHER CONDITIONS**

18.1 A list of all components and circuit diagrams for all PCBs/ units shall be provided within one month of request made by Etisalat, if generally available / released or as published by the manufacturer.

18.2 Etisalat project team shall oversee and supervise the implementation of the project, if deemed necessary.

18.3 It shall be the responsibility of the Licensor to familiarize, pursue and abide by any environmental requirements, UAE/Particular Country Specifications and /or applicable Laws & Regulations, in the United Arab Emirates.

18.4 The Licensor shall ensure that all service(s) shall be delivered by high-calibre Engineer(s) with relevant and appropriate experience in the same field of operation. The services being provided shall ensure seamless network operation, optimal performance, service quality and full customer satisfaction.

18.5 The Licensor shall guarantee provisioning of all the contracted Equipment/ servers/Systems with all the features and services included in the tender specification and as per the Licensor’s Schedule of Technical Compliance.

18.6 The Licensor shall ensure that high standards of procedures and rules are established, documented and followed in delivering the System and Services. All operational issues and network details shall be logged and documented as part of the project and within the costs indicated here above.

18.7 The contracted System shall support all the specifications included in this Contract. If any degradation in the reliability, operation or performance of the System are observed, then the Licensor shall provide the required hardware, software and firmware, in order to meet the specifications, at no additional cost.

18.8 The Licensor shall guarantee full compatibility and interoperability of the supplied equipment with the existing multi-vendor equipment(s), infrastructure, GPON networks, which are compliant with the relevant standards.

18.9 All basic, enhanced or optional features and functions contracted by Etisalat shall be considered as Etisalat’s standard features and for future expansion; the Licensor shall provide these features, functions and their right to use at no additional cost.

18.10 Cables, accessories, connectors, adapters, if required for the contracted system within the contracted scope of the work, shall be provided by the Licensor free of cost.

18.11 Tools and Equipment which might be needed under mutual decision for System integration shall be provided by the Licensor without additional cost before RFS.

18.12 The Licensor shall be responsible to resolve any problem that may arise as a result of integration of any of the Licensor’s network Equipment with Etisalat’s network provided by any other vendor(s). In addition, if it can be established by Etisalat, that a problem has occurred as result of integration of the Contracted System included in this Contract with any of the Equipment in Etisalat’s Network, then it shall also be the responsibility of the Licensor to resolve the problem at no additional cost to Etisalat.

18.13 In case of any Interoperability problem with the Equipment of other vendors, the Licensor shall carry out required analysis/ upgrades and ensure that that the Licensor’s Equipment(s) are not responsible for the problem.

18.14 In order to allow proper integration of all contracted Equipment(s) with other vendor’s network, necessary interface shall be provided without any additional cost to Etisalat (which shall comply with Etisalat’s relevant recommendation) including any compatibility test required for this integration. Etisalat shall provide upon the Licensor’s request, available specifications and parameters necessary for adaptation of the Interface to other Systems.

18.15 The Licensor shall integrate the System with other vendors’ Equipment in accordance with standard protocol interfaces.

18.16 All items, materials, equipment, interfaces, developments and services necessary for the completion of the scope of the work as a full turnkey project and rendering it in a Ready for Service condition shall be deemed as included in the offered cost.

18.17 Any installation materials, if required for implementation of all equipment under the project, but not have been included in the offered cost, shall be provided free of cost by the Licensor.

18.18 During the warranty period, if any major snags relating to the functionality / operation are observed and remain unresolved, Etisalat reserves the right to extend the warranty of the System until such snags are resolved to the satisfaction of the Etisalat.

18.19 All new major releases and minor update revisions for any of the supplied software components shall be provided free of charge for the period of the warranty as and when they are issued by the manufacturer for general deployment.

18.20 Any basic, enhanced or optional features and functions contracted in this Contract (and if applicable, available /existing in Etisalat Network) shall be considered as the Etisalat’s standard features and in future expansions, the Licensor shall provide these features and functions at no additional costs to the Etisalat.

18.21 In addition to the above, all features, specified as compliant in this Contract, shall be provided by the Licensor without additional cost to the Etisalat, unless specified otherwise clearly in the Contract and/or in the compliance statement.

18.22 The contracted System shall provide all the features included in this Contract as well as features and customized features available in Etisalat’s (UAE) existing Mobile Network, if required by Etisalat, at no extra cost.

18.23 All required security measures and procedures shall be implemented on the contracted network /equipment(s), in order to completely secure user traffic as well as the security of network elements. These measures shall not degrade the performance of the equipment when supporting the contracted user capacity. The Licensor shall provide the required patches/ development on the contracted system to correct the vulnerability discovered, if any.

* 1. All power installation materials including but not limited to (cables, connectors, circuit breakers, fuses, batteries, etc.) has to be approved by the Etisalat. Outdoor installation shall be implemented using outdoor specifications and indoor installation shall be implemented using indoor specifications.

18.25 The System shall allow integration with Centralized Backup system in order to perform regular online backups and identical images of full volumes, which complies with the international standards, on monthly/weekly/daily/hourly basis for immediate recovery in case of System failure and data loss. The System shall have online backup and recovery function.

**19. SPARES**

19.1 The Licensor shall guarantee the availability of spare components, units, sub-units, compatible equipment and replacement parts, for the System, for a period of ten (10) years from the date of the Final Acceptance Certificate of the last order.

In case of technology change, prior one-year notice shall be given to Etisalat in order to examine the feasibility of bulk procurement of such parts.

19.2 All spares provided and/or that shall be provided under this Contract shall have a warranty of five (5) year starting from the date of receipt at Etisalat’s stores. The date of manufacture shall be clearly indicated on the spares. The printed circuit boards/equipment shall not be manufactured earlier than six months from the date of delivery; otherwise the additional period over and above the six months shall be added to the period of the original warranty to define the actual warranty period of the particular unit.

19.3 The accumulated cost of all spare comprising each unit/module shall not exceed 100% of the unit cost of the same full unit/module.

**20. TL 9000 STANDARD**

The Licensor shall work jointly with Etisalat to exchange field performance information based on TL9000 requirements, help Etisalat to understand and use the performance metrics to categorize the supplied product. Furthermore, the Licensor shall provide a quarterly quality report based on TL9000 measurements specific to the supplied equipments / systems. Exchange of information between the Licensor and Etisalat shall be treated as strictly confidential and must not be disclosed to any third party without Etisalat’s prior written approval.

# **21. IPv6 SUPPORT**

21.1 All the contracted Systems (hardware/software) wherever IP connectivity is required, should support IPv6 & IPv4 (simultaneously if required), with latest approved standards of IETF, ITU, ANSI and other governing communication standards.

21.2 If the System is not compliant to the above, the Licensor shall provide the road map to implement IPv6 and clearly indicate when the System shall be compliant to IPv6. Such upgrade shall be provided at no cost to Etisalat.

21.3 Further, the Licensor confirms that product will be kept abreast with the latest IP v6 developments.

**22. LICENSES**

22.1 All Software provided by the Licensor under this Contract shall be fully licensed to Etisalat and shall remain as the property of Etisalat during the lifetime of the System. All such software supplied by the Licensor under this Contract shall remain with Etisalat on a perpetual license basis.

22.2 Etisalat shall have the ‘right to use’ the Software during the lifetime of the System on a perpetual basis, without paying any fees for renewing licenses, all the software supplied by the Licensor, inclusive of that had been developed/modified specifically by the Licensor for Etisalat. All such software supplied by the Licensor under this Contract shall remain for the use of Etisalat on a perpetual license basis.

**23. CONFIDENTIALITY OF INFORMATION**

23.1 Unless otherwise specified in this Contract, the Licensor shall not divulge to any third party, any information relating to equipment(s) supplied by the Licensor and any site specific information such as location of Equipment/System, Maintenance/ Management Centres, Connectivity, etc. and information relating to the associated equipment, design, installation, engineering and networks, without the prior written approval of Etisalat.

23.2 All information and documentation (including the design, know-how, processing, drawings, graphics, data, scripts, customer / subscriber details, records, developments etc.,) made available by Etisalat under this Contract shall remain confidential and shall not be copied, released, communicated or made available to any other party (unless otherwise required by law or except as specified in this Contract), without the prior written approval of Etisalat. The Licensor shall release such information only to those of their respective employees (being prior informed of the confidential nature of such information as well as are bound by similar confidentiality undertakings) who have a ‘need to know’ the confidential/proprietary information in order to design, develop, install, operate and maintain the System.

Every such employee of the Licensor to whom the “Confidential Information” is passed on as part of the work or who have access to such confidential information, shall provide an undertaking with respect to the confidential nature of the work assigned to them, as per the format attached hereto as Annex VII.

Notwithstanding anything mentioned here above, obtaining or providing such an undertaking by the Licensor in adherence to this Clause shall not relieve the Licensor of his obligations towards confidentiality, as specified in this Contract.

23.3 The interface specification, signalling specification and any other information regarding compatibility of the equipment provided to the Licensor by Etisalat or which will be implemented by the Licensor, should not be divulged to any third party.

23.4 Any design customized and tailored as per Etisalat’s specific requirement should not be contracted to any third party without obtaining specific and prior written approval from Etisalat.

23.5 The conditions specified in this Clause shall survive the termination or expiry of this Contract.

23.6 A format of the Non-Disclosure Agreement to be concluded between the parties as part of confidentiality and Non-Disclosure is attached here to Annex VII.

**24. LOCAL TAXES, DUES AND LEVIES**

24.1 The Licensor shall be liable for the payment of local customs and/or import duties on any item(s) of equipment necessary for the execution of the Contract within UAE.

24.2 The Licensor shall be responsible for all other taxes, dues and levies, including personal income tax, which are not covered in Clause 24.1 here above and may be payable in the UAE or elsewhere. The Licensor shall also be responsible for the payment of local customs and/or import duties on all under warranty repaired/replaced items.

24.3 As per customs rules and regulations, the Licensor shall ensure that proper and updated customs codes (e.g. HS code), based on the type/design of the equipment are indicated in the shipping documents. For any additional charges/services due to errors in customs documentations, the Licensor shall bear full responsibility for such settlements/resolutions.

**25. GUARANTEE**

25.1 **Guarantee**

Software support and modifications considered necessary by Etisalat due to the design defects/bugs either with the operating system or related to the applications shall be guaranteed for the life span of the equipment. The Licensor shall notify Etisalat immediately on identification of the defect and shall arrange to effect immediate correction. The correction notification shall be made known to Etisalat prior to the installation of the correction to enable smooth transition/correction of the bugs/design defects.

25.2 **Millennium Warranty**

The delivered network, system or part(s) thereof shall be fully compliant without modification, loss of performance, or loss of use or work or expenses on the part of Etisalat with the requirements of the year 2000 and beyond.

The Licensor shall warrant fault-free performance of the supplied products that include or use computer hardware and/or software. The operation of the supplied hardware and/or software shall be transparent to the date change from the 20th to the 21st century and such operation shall continue fault free during and after this transition.

**26 PROTECTION OF EXISTING SYSTEMS/EQUIPMENTS**

26.1 During execution of the Works, the Licensor will pay special attention to the protection and continuity of operation of Existing Telecommunications and Other Systems and equipment or operations, ongoing Works or system of other vendors of Etisalat.

26.2 Licensor shall not interrupt the operation of such systems or reduce the quality of such services being offered by other vendors of ETISALAT in any way without Etisalat’s express written permission.

26.3 In the event any damage, interruption or loss or problem should occur the Licensor will immediately suspend the Works (unless instructed otherwise by Etisalat) and ask Etisalat for instructions on rectification works, and will rectify the damage, interruption or loss as expeditiously as possible fully in accordance with Etisalat’s instructions.

26.4 The costs of such rectification works will be borne by the Licensor. In the event that the Licensor fails or refuses to bear the costs thereof, Etisalat, may at its sole discretion, without prejudice to its other remedies under the Contract, deduct such costs from any monies due to the Licensor.

**27 SURVIVAL**

The provisions of this Agreement, including any relevant provisions in the Annexes, which by their nature should survive the expiry or termination, will survive. In particular, the following clauses will survive termination or expiration of this Agreement:

- Confidentiality

- Liability

- Indemnity

1. **GENERAL**

# 28.1 **Publicity**

## The Licensor including its employees and pre-approved sub-Licensors, if any, shall not disclose the terms of this Agreement (save in so far as may be required by law or may be necessary for the due performance of this Agreement) without the prior written approval of the Etisalat. The Licensor shall not issue any press releases or public statements relating to this Agreement without Etisalat’s prior written approval, except as required by law. The Parties may, with mutual agreement, announce the relationship via joint press release.

# 28.2 **Severability**

## In the event any one or more of the provisions of this Agreement is/are held by a court or administrative body of competent, to be invalid or unenforceable, wholly or party, in any respect, such invalidity or unenforceability shall not prejudice or affect the validity and enforceability of reminder of this Agreement.

# 28.3 **Waiver**

## The failure of a Party to enforce any of their rights or to require the performance of any obligation, responsibility or liability of the other Party under this Agreement shall not of itself be taken as a waiver of such Party’s rights, obligations, responsibilities or liabilities under this Agreement.

# 28.4 **Compliance with laws**

## Each Party shall comply, and require compliance by its approved sub-Licensors, with all Applicable Laws in connection with this Agreement, and any requirement, ordinance, rule or regulation of any government authority. Each Party shall be responsible at its own expense for obtaining all government approvals required in the UAE to consummate its respective obligations under this Agreement.

# 28.5 **Notices**

## All notices, requests, consents, approvals, notice for breach, notification for performance failure, contacts, authorizations, acknowledgments, waivers, and other communications required or permitted under this Contract shall be in writing and in English language and shall be deemed given when delivered to telecopy numbers specified below or delivered by hand, through mail, courier to the address specified below.

|  |  |
| --- | --- |
| Etisalat | Licensor |
| Mr. | Mr. |
| Address: | Address: |
| Tel: | Tel: |
| Fax: | Fax: |
| E-mail: | E-mail: |
| With a copy to: Mr. | With a copy to: Mr. |

Either Party may change its address or telecopy number for notification purposes by giving the other Party [15 days] notice of the new address or telecopy number and the date upon which it will become effective.

**29. THIRD-PARTY BENEFICIARIES**

Parties agree that this Contract shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Parties.

**30. PERFORMANCE BOND**

Within 10 days from the date of signature of the Contract, the Licensor shall submit a Performance Bond in the form of an irrevocable and unconditional Bank Guarantee, in the aggregate sum of not less than 10% of the total contract price mentioned in Clause 2.1\_\_ above, in accordance with Para 3.3 of the conditions of contract (SICET 2A) attached hereto as Annexure-VIII.

**31. GOVERNING LAW AND DISPUTE RESOLUTION**

31.1 This Agreement shall be construed in accordance with the laws of United Arab Emirates.

31.2 All dispute arising out of this Agreement and which the parties cannot amicably settle hereof shall be finally settled in the court of the United Arab Emirates.

**32. CONTRACT DOCUMENTS**

The following documents shall constitute an integral part of this Contract. In the event there is a contradiction or difficulty in the interpretation between these documents, the priority of their interpretation shall be as set out here below:

The main body of this Contract along with SICET 2A attached as Annex VIII;

1. APPENDIX IA- SCHEDULE OF COST & QUANTITIES

1. ANNEX - I - REQUIREMENTS, SCOPE OF WORK (TENDER/RFP

SPECIFICATIONS) AND CLARIFICATION BULLETINS

1. ANNEX - II - LICENSOR’S SCHEDULE OF TECHNICAL

COMPLIANCE

1. ANNEX - III - TECHNICAL SYSTEM DESCRIPTION
2. ANNEX - IV - TRAINING DETAILS
3. ANNEX - V - GUIDELINE PROCEDURE FOR MAINTENANCE &

SUPPORT SERVICE

1. ANNEX – VI- ROLES AND RESPONSIBILITIES OF THE

RESIDENT ENGINEER

1. ANNEX - VII- NDA & UNDERTAKING ON CONFIDENTIALITY
2. ANNEX – VIII- CONDITIONS OF CONTRACT (SICET 2A)

However, in particular, any superior conditions and/or specifications appearing in any part of this Contract are found beneficial/favourable by Etisalat, and then the same shall prevail.

Similarly, if any discrepancy, divergence, or contradiction exists between the main body of this Contract and its Appendices/Annexure, such terms, conditions and/or specifications favourable in Etisalat’s opinion, shall prevail.

**32. CONDITIONS OF CONTRACT**

The Conditions of Contract [Standard Instructions and Conditions for Etisalat Tenders - SICET 2A dated 23.03.1988 (revised on 15.05.1993, 29.07.1998 & 30.11.2006)] attached hereto as Annex VIII, shall be applicable to this Contract.

This Contract No. HO20170181\_is concluded on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ 2017, in accordance with the Laws of United Arab Emirates.

|  |  |
| --- | --- |
| **SIGNED FOR AND ON BEHALF OF** | **SIGNED FOR AND ON BEHALF OF** |
| **EMIRATES TELECOMMUNICATIONS** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **GROUP COMPANY PJSC (ETISALAT)** |  |
| **ABU DHABI – UAE** | **xxxxxxx** |
| **BY:**  **SENIOR VICE PRESIDENT**  **CONTRACTS & ADMINISTRATION** | **BY:** |
|  |  |
|  |  |