

TENDER NOTICE

No. EA/02-30-2025

RFP For Connectivity of City Power To GSM Sites

1. Etisalat Afghanistan invites bids from qualified and experienced service providers for the Provision of Connectivity of City Power to GSM Sites, as detailed in the RFP Annexure.

The complete Bid Document, including all relevant terms and conditions, is available for download on the Etisalat Afghanistan website at: www.etisalat.af/en/about-us/doing-business-with-us/tenders

2. RFP deadline is **June 18, 2025 Afghanistan time**.

3. Bid received after the above deadline shall not be accepted.

4. Bidders can provide either a sealed Hardcopy of the Proposal or a Softcopy of the Proposal through email. A hard copy can be submitted to Etisalat's Main office, Reception Desk (Tender Box). The softcopy shall be submitted through email (mhsalimee@etisalat.af) and cc: (ashalizi@etisalat.af & Ihsanullah@etisalat.af) and marked clearly with the **RFP name, and number**.

5. The bidder shall submit the proposal with separate (Technical and Commercial) parts. The commercial part must be a password-protected document for a soft copy of the proposal, and we will request the password once the concerned committee opens bids (starts 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 that meet all the mandatory service-affecting requirements will be evaluated commercially.

6. 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.

7. All correspondence on the subject may be addressed to:

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Title: Coordinator procurement and Contract

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Ihsanullah Zirak

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(RFP)

For

Provision of Connectivity of City Power to GSM Sites



1. DEFINITIONS

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

1.1 Terms.

“Acceptance Test(s)” means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Goods, Equipment, System, Material, Items or a specified part thereof is able to attain the Performance Level specified in the Technical Specifications in accordance with the provisions of the Contract.

“Acceptance Test Procedures” means test procedures specified in the technical specifications and/or by the supplier and approved by EA as it is or with modifications.

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

“BoQ ” stands for Bill of Quantities of each job/work as mentioned in this contract and its annexes according to which the Supplier shall supply equipment & services and subject to change by agreement of both parties.

“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/Offer along with subsequent amendments and clarifications.

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

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

“Country of Origin” means the countries and territories eligible under the rules elaborated in the “Instruction to Bidders ”.

“Contract” means the Contract between Etisalat Afghanistan (EA) and the Supplier and comprising documents.

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

“Supplier’s Representative” means the person nominated by the Supplier 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 Supplier under the Contract for the full and proper performance of its contractual obligations.

“Day” means calendar day of the Gregorian calendar.

“Delivery charges” means local transportation, handling, insurance and other charges incidental to the delivery of Goods to their final destination.

“Effective Date” means the date the Contract shall take effect as mentioned in the Contract.

“Etisalat Afghanistan (EA)” means the company registered under the Laws of Islamic Emirate of Afghanistan and having office at Ihsan Plaza Charahi Shaheed Kabul in person or any person dully authorised by it for the specific purpose for the specific task within the Contract and notified to Supplier in writing.

“Final Acceptance Certificate” means the certificate issued by EA after successful completion of warranty and removal of defects as intimated by EA.

“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 Supplier's and EA's control.

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

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

“Origin” means the place where the Goods are mined, grown or produced from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

“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.

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

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

2. INTRODUCTION TO WORK.

2.1 Bids are invited for the Provision of Connectivity of City Power to GSM Sites in accordance with the stated specifications of RFP documents.

2.2 The tender award will be for one to three years based on the best technical and price-wise, lowest offer.

3. Validity of Offers

The Tenders must be valid for a minimum of 90 days from the Tender closing date, or as may be specified by the Purchaser in the Tender documents.

4. Suppliers: Responsibilities:

4.1 Supplier shall provide all of the Provision of Connectivity of City Power to GSM Sites described in the RFP scope of work.

4.2 Supplier shall have all licenses, permits, and permission required for the provision of the services under this Agreement.

5. Payment Terms

5.1 All payments shall be made via bank transfer upon receipt of the original hardcopy of the invoice.

5.2 No advance payments shall be made to the Supplier.

5.3 Etisalat Afghanistan (EA) shall process payments on a monthly basis, at the end of each month, following the delivery of the agreed services.

5.4 100% (Hundred Percent) of the Purchase Order price for the materials supplied and services provided shall be payable upon presenting original invoices by the Contractor to Etisalat after completion of the work to the satisfaction of Etisalat and issuing the Provisional Acceptance Report in accordance with the scope of work and issuing of Goods and or Services Received Notes by HoDs of relevant team and operation.

5.5 EA commits to making prompt payments within thirty (30) days of the submission of a valid invoice or payment claim by the Supplier. This is contingent upon the receipt of all required supporting documents as specified in the contract and any necessary deductions, such as late delivery or the replacement of defective goods, confirmed by the HoDs.

5.6 All payments are subject to the applicable income tax deductions at the prevailing rates, in accordance with the relevant tax laws. These deductions will be remitted to the appropriate tax authorities unless the Supplier is explicitly exempted. EA shall provide a tax deduction certificate to the Supplier to facilitate tax return filings with the relevant authorities.

5.7 All prices and payments shall be made in Afghani (AFN) currency.

5.8 EA reserves the right to process Purchase Order (PO) or contract-related payments through the mHawala (mobile financial services) platform, directly to the Supplier's registered mHawala account.

6. Local Taxes, Dues and Levies:

6.1 The Supplier shall be responsible for all government-related taxes, dues, and levies, including personal income tax, which may be payable in Afghanistan or elsewhere.

6.2 Withholding tax (if applicable) shall be deducted on the local portion only as per prevailing rates as notified Islamic Emirate of Afghanistan. The amount of withholding Tax(s) is 2% of all project costs for local/registered companies who have Afghanistan Government Official Work License and 7% for International/ nonregistered companies.

7. Performance Bond

Etisalat at its own discretion, may request the Vendor to provide a Performance Bond that shall be in the shape of an irrevocable and continuing Bank Guarantee from the selected bank(s) for the obligation under this contract. The details of such performance bond shall be detailed during the contractual negotiations phase.

8. Construction of Contract:

The Contract shall be deemed to have been concluded in the Islamic Emirate of Afghanistan and shall be governed by and construed in accordance with Islamic Emirate of Afghanistan Law.

9. Termination of the Contract

9.1 If during the course of the Contract, the Supplier shall be in breach of the Contract

and the Purchaser shall so inform the Supplier by notice in writing, and should the breach continue for more than seven days (or such longer period as may be specified by the Purchaser) after such notice then the Purchaser may immediately terminate the Contract by notice in writing to the Supplier.

9.2 Upon termination of the Contract the Purchaser may at his option continue work either by himself or by sub-contracting to a third party. The Supplier shall if so required by the Purchaser within 14 days of the date of termination assign to the Purchaser without payment the benefit to any agreement for services and/or the execution of any work for the purposes of this Contract. In the event of the services/jobs being completed and ready for utilization by the Purchaser or a third party and the total cost incurred by the Purchaser in so completing the required services/jobs being greater than which would have been incurred had the Contract not been terminated then the Supplier shall pay such excess to the Purchaser.

9.3 Etisalat has the right to terminate this Contract without cause at any time by serving a 30-day prior written notice to the Supplier.

10. Amendment.

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is agreed in writing duly signed by authorized representative of each party.

11 AFFIRMATION.

11.1 No Staff or employee of EA shall be admitted to any share or part of this Contract or to any benefit that may arise there from.

11.2 The Supplier declares and affirms that;

A. The Supplier and its shareholders, directors, officers, employees, and agents have not paid nor undertaken to pay, any bribe, pay-off, kick-back or unlawful commission. The Supplier and its shareholders, directors, officers, employees, and agents have not in any way or manner paid any

sums, whether in Afghanis or a foreign currency and whether in Afghanistan or abroad, given or offered to give any such gifts and presents in Afghanistan or abroad, to any staff or employee of EA or any other person to procure this tender/contract. The Supplier undertakes not to engage in any of these or similar acts during the term of this Contract.

B. The contract shall be liable for cancellation during any time of execution if such an act is proved.

12. CONFIDENTIALITY OF INFORMATION

12.1 The Supplier shall not, without EA's prior written consent disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of EA in connection therewith, to any person other than a person employed by the Supplier 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.

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

12.3 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 Supplier's performance under the contract if so required by EA.

13 SUPPLIER'S DEFAULT

13.1 If the Supplier shall neglects to perform the contract with due diligence and expedition or shall refuse/or neglect to comply with any reasonable instructions given to him in writing by EA or any of its authorized representative in connection with the performance of the contract or shall contravene the provisions of the contract, EA may give notice in writing to the Supplier to make good the failure, neglect or contravention complained of.

13.2 Should the Supplier fail to comply with the said notice, within 15 days from the date of issue of said notice thereof, it shall be lawful for EA forthwith to terminate the contract by notice in writing to the Supplier without prejudice to any rights which may have accrued under the contract to either party prior to such termination.

13.3 If EA have to incur extra cost for procuring any part of Goods or any such similar Goods not delivered in accordance with the Contract on the date of such termination, the Supplier shall pay on demand within one month the amount of such extra costs incurred by EA.

13.4 If the Supplier fails to complete any of his obligations within the extended time mutually agreed between the parties under "FORCE MAJEURE" and EA shall have suffered any loss from such failure, EA shall be entitled to deduct from the contract price at the rate of one (01) percent per week of the contract value of the Goods which cannot in consequence of the said failure be put to the use intended for such work for each week between the time fixed in the Contract (except as aforesaid) and the actual date of completion.

14 FORCE MAJEURE.

14.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

14.2 If either party is temporarily rendered unable, wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the Contract it is agreed that on such party, giving notice with full particulars in writing of such Force Majeure to the other party within 14 (fourteen) days after the occurrence Expansion such Force Majeure shall be suspended during the continuance of any inability so caused but for no longer & period and such cause shall as far as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure. The terms "Force Majeure" as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbance, act of public, enemy, war, blockages, insurrections, riots, epidemics, landslides, earthquakes, fires, storms, lightning, flood, washouts, civil disturbances, explosion, Governmental Export/Import Restrictions (to be supported by a letter from the relevant Authority and verified by the Diplomatic Mission in Afghanistan), Government actions/restrictions due to economic and financial hardships, change of priorities and any other cause similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to overcome. The term of this Contract shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension. If either party is permanently prevented wholly or in part by Force Majeure for period exceeding One (01) month from performing or accepting performance, the party concerned shall have the right to terminate this contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other party shall be entitled to compensation for an amount to be fixed by negotiations and mutual agreement.

If a Force Majeure situation arises, the Supplier shall promptly notify EA in writing of such conditions and the cause thereof. Unless otherwise directed by EA in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

15 INDEMNIFICATION.

15.1 Supplier shall indemnify and save harmless EA from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgment of every nature and description made and related cost and expenses brought or recovered against the EA related to the work done under this Contract, by reasons of any act, omission to act or status of liability of Supplier or its agents or employees. Supplier agrees to give EA prompt notice of any possible liability.

15.2 If the Supplier is in breach of any obligations under this Contract (or any part of it) to EA or if any other liability is arising (including liability for negligence or breach of statutory duty) then the maximum liability of the Supplier under this contract shall be limited to the Total Contract Price.

15.3 The Supplier shall indemnify EA in respect of all injury or damage to any person or to any property and against all actions, suits, claims, demands, charges and expenses arising in connection herewith which shall be occasioned by the negligence or breach of statutory duty of the Supplier, any sub-Supplier before or after, the whole of the project has been finally accepted.

16 LIQUIDATED DAMAGES.

16.1 If the Supplier fails to deliver any or all of the Goods or perform the Services in accordance with the delivery milestones specified in the Contract, EA, without prejudice to its other remedies under the contract, shall have the right to terminate the contract forthwith or claim liquidated damages.

16.2 The Supplier shall pay to EA as liquidated damages with respect to those delays in delivering milestones as defined in the Bid Documents. For each delayed milestone damages will be charged at one percent (1%) per week of the total value of the Contract up to a maximum of ten percent (10%). Once the maximum is reached, EA shall forthwith terminate the contract.

16.3 The value of all Goods or part supply of Goods made which are incomplete and therefore not utilized by EA in its operations shall also be added for the purpose of liquidated damages. Any liquidated damages if not paid in cash by the Supplier shall be deducted from the invoice(s) submitted by the Supplier. The imposition of liquidated damages upon the Supplier and its payment shall not absolve the Supplier from its obligations to deliver or from any other liabilities or obligations under the contract.

17. GOVERNING LAW AND JURISDICTION

17.1 This Agreement and any Dispute or Claim arising out of or in connection with it or its subject matter or formation (including non-contractual Disputes or Claims) shall be governed by and construed in accordance with the laws of Afghanistan.

17.2 The Parties irrevocably agree that the courts of Afghanistan shall have exclusive jurisdiction to settle any Dispute or Claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual Disputes or Claims).

18. ANNEXURES:

This RFP has the following annexure as part of the RFP.

1. Annexure -A Scope of Work – Technical Part.
2. Annexure-- B..... Supplier Code of Ethical Conduct.
3. Annexure -C Compliance Clauses.
4. Annexure--D Contract Item Price List - Bill of Quantity (To be quoted by Bidder)

Annexure-A (Scope of Work)-Technical part

PROJECT SUMMARY

City power Installation and connection with Etisalat sites.

1.2. PROJECT OR SITE LOCATION

This project shall be implemented at new site located in all over Afghanistan.

1.3. PROJECT OBJECTIVES:

- New City power for Etisalat Sites.
- All installation for connection of city power.

1.4. SUBCONTRACTOR(S) REQUIREMENTS

Subcontractor under this Project shall be required to provide all labor, tools, materials, equipment, transportation, and supervision to construct, furnish and install all items according to this statement of work and drawings with coordination with the Etisalat designated Power engineer and the.

2.0. SAFETY AND LIABILITY:

Contractor assumes all responsibility for the safety of the workers during the conduct of this Project. Subcontractor shall be liable for providing medical care for workers injured on the job. Whenever you work with power tools or on electrical circuit there is a risk of electrical hazards, especially electrical shock, anyone can be exposed to these hazards at work. Workers are exposed to more hazards because job sites can be cluttered with tools and materials, fast-paced, and open to the weather.

Electrical workers must pay special attention to electrical hazards because they work on electrical circuits coming in contact with an electrical voltage can cause current flow through the body resulting in electrical shock.

Vendor is responsible for observing all standard Electrical Safety measures observed

internationally and by DABS.

2.1.1. What must be done to be Safe?

Use the three-stage safety model: recognize, evaluate, control hazards. To be safe, sub-Contractor must think about his job and plan for hazards. To avoid injury or death you must understand and recognize hazards. He needs to evaluate the situation workers are in and assess their risks. He needs to control hazards by creating a safe work environment, by using safe work practices, and by reporting hazards to the supervisor.

Vendor must follow international and DABS standard for the safety of his staff/technicians, equipment and people and other living thing

2.1.2. Check Switches and Insulation;

Tools and other equipment must operate properly. Make sure that switches and insulation parts are in good condition. Use three-prong plugs – never use a three – prong grounding plug with the third prong broken-off. When using tools that require a third- wire ground, use only three-holes electrical out-lets. Never remove the grounding prong from a plug! You could be shocked or expose someone else to a hazard. If you see a cord without a ground prong in the plug, remove the cord from service immediately.

2.1.3. Wear correct safety equipment:

Safety requires that you be provided with personal protective equipment. This equipment must meet whit electrical site safety requirements and be appropriate for the part of the body that needs protection and the work performed. There are many types of the body that need protection and the work performed. There are many types of safety equipment: rubber gloves, insulating shoes and boots, face shields, safety glasses, hard hats, etc., even if laws did not exist requiring the use of safety equipment, there would still be every reason to use this equipment. Safety equipment helps keep you safe. It is the last line of defense between you and the hazard.

Do not “Store” anything (gloves, wallet, etc.) in the top of your hard hat while you are wearing it. The space between the inside harness and the top of the hard hat must

remain open to protect you. Do not put stickers on your hat (the glue can weaken the helmet) and keep it out of direct sunlight. If you want to express your personality, hard hats come in many colors and can be imprinted with custom design by the manufacturer. Some hats are available in a cowboy hat design or with sport logos.

2.1.4. Foot Protection

Workers must wear protective footwear when there is a risk of foot injury from sharp items or falling/rolling objects—or when electrical hazards are present. As with hard hats, always follow the manufacturer's instructions for cleaning and maintenance of footwear. Remember that cuts, holes, worn Soles and other damage can reduce protection.

2.1.5. CONTRACTOR SITE RESPONSIBILITIES:

The Subcontractor is responsible for all items included in this Statement of Work. The subcontractor shall be responsible for repairing any damage caused by their workers during the performance of work on this project.

2.1.6. UTILITY OUTAGES:

If applicable, prior to initiating activities on project sites referenced in this contract, the Contractor is required to locate and mark all subsurface electrical, communications, water, and sewer lines. Contractor is further required to take precautions necessary to prevent damage to said subsurface utilities during all construction activities.

If the Contractor failed to adequately take Utility considerations in his plan, the Contractor shall be responsible for repairing any damages that may result.

If a utility outage is necessary, it shall be coordinated with the responsible agency and the applicable local officials. All work shall be arranged to insure that the outage shall be of minimal duration once an outage is arranged and works begun.

2.1.7. MINE CLEARING:

This area to which the main cable is extended is believed to be clear of mine hazards, but it is not guaranteed. Shall the Contractor encounter mines and/or mine hazards during the course of the project, Contractor is directed to cease work and contact the

responsibility Etisalat Engineer for further instructions.

2.1.8. CLEAN UP:

Contractor shall ensure the work area free of debris upon completion of work each day, as well as at the completion of the job. Contractor shall remove and properly dispose of all materials, at a site approved by Etisalat Engineering, and equipment at the completion of the job. Materials or equipment owned by Etisalat shall be returned to a location designated by the responsible Etisalat Engineer.

2.2. CONTRACTOR PROJECT RESPONSIBILITIES

2.2.1. SITE INSPECTION:

It is the Contractor's responsibility during the proposal phase to perform the necessary inspections to verify all conditions and measurements provided in this statement of work and accompanying BOQ. The Contractor shall provide a bid in strict compliance with the provided BOQ. If the Contractor believes that this RFP does not identify all of the work required to ensure full and reliable service to the facilities, he must add an addendum setting forth all deviations from the bidder's price list and statement of work found at the project site, along with any required price deductions or additions required to properly complete the project. The addendum shall also set forth all necessary or recommended substitutions of specified materials or equipment required by local market conditions. If Contractor fails to include such an addendum, Contractor will assume full monetary responsibility for any and all additional work, materials, or equipment required to complete the project that was not included in the statement of work or bidder's price list that a reasonable site inspection would have revealed. Contractor will not be responsible for unforeseen conditions that a reasonable site inspection would not have revealed.

Contractor must do his survey to provide a full voltage of 220 to 230-V to EA new CP connectivity sites, during the work contractor must do optimum survey for selecting the best route for CP connectivity, any issue arising after PO issuance with neighbors, DABS or other EA would not be responsible to deal with in such case vendor to fix all such issues, therefore it is highly recommended to do keen survey for right quotation

and smooth implementation.

2.2.2. CONTRACTOR SCHEDULING AND REPORTING:

The Contractor will create and maintain a Project Schedule for this project. This Schedule shall be in a timeline format and include the following.

- a. Beginning of mobilization.
- b. Commencement of physical activities.
- c. Completed milestones on a weekly basis (How much work was performed vs. the contract schedule).
- d. Important issues that arise during the work.
- e. Anticipated and actual completion of the work.

The Contractor shall be responsible for updating Project Schedule and including it in their written, weekly report to the Etisalat Engineer. This report shall also be used as a basis for percentages of work tasks completed and for payment of invoices.

Anticipated problems or delays shall be reported to the Etisalat power engineer immediately upon recognition of problem.

The Contractor shall meet with Etisalat daily at the site to report and discuss all related project activities. These meetings will include schedule, materials, labor, local conditions, construction, shipping and transport, community and Contractor relations, quality, safety, security and any other issue related to the subprojects.

Please note: To keep disruption of the New Guest house to a minimum, Etisalat reserves the right to require the Contractor to work on Fridays or in the evening.

2.2.3. ENGLISH LANGUAGE REQUIREMENT

All electrical equipment data sheets and specifications shall be presented in English.

The Contractor shall have a minimum of one English-speaking representative to communicate with the Etisalat figures at all times when work is in progress.

2.3. POWER OR ELECTRICAL WORKERS QUALIFICATIONS

Electrical work shall be performed by qualified personnel with verifiable credentials who

are thoroughly Knowledgeable with applicable code requirements Verifiable credentials consist of a certificate of Graduation from an approved trade school and required amount of experience, depending on work being Performed, and should be identified in the proposal that is submitted. A qualified person is one who has received training in and has demonstrated skills and knowledge in the construction and operation of Electrical equipment and installations and the hazards involved. This includes the skills and techniques Necessary to distinguish exposed live parts from other parts of electric equipment, to determine the Nominal voltage of exposed live parts, the clearance distances and corresponding voltages to which the qualified person shall be exposed.

2.3.1. ELECTRICIANS

Electricians must be graduates of an approved trade school and must be able to provide upon request a Certification of successful course work completion and graduation in addition to a resume of work Experience.

2.3.2. INSTALLATION REQUIREMENTS

The Contractor shall perform the following functions:

Upgrade and install Guest house building's electrical system according to the international standard NEC 2011 (National Electrical Code).

3. SUMMARY OF CITY POWR WORK

The scope of work shall cover internal and external electrical work with all installation with better services for proposed City power connection for GSM sites the scope covers supply, installation, testing and commissioning of electrical work. Of the project including the following main items/systems:

- 01- 25KVA Transformer 15/20/400V
- 02-Isolation switches
- 03-Distribution box 100 Amp switch with mattering machine
- 04-Distribution box63A with lights indicators
- 05-Excavation.
- 06-Surge protector.

- 07- Grounding system with basbar
- 08- Permission from Ministry.
- 09- Low voltage cable 16mm²
- 10- Aluminum medium voltage cable 35mm², needs according to load
- 11- concrete power pole with 400KG tension 12M
- 12- LV & MV consumables.
- 13- Warning band
- 14- Quality of work
- 15- Quantity
- 16- MV brackets and isolators
- 17- Power stabilizer 25KVA
- 18- Mechanical cutout fuse.

3.1. TECHNICAL SPECIFICATION

This Specification covers the minimum standards of workmanship and materials required by the contract. All works shall be carried out with the approval of Etisalat designated Engineer. Any items that do not meet the requirements of this Specification, shall be repaired or demolished and re-installed at the Sub-Contractor's expense. The Contractor shall be liable for any delays to the project caused as a result of repairing or demolishing defective work.

Any items of work not described in this Specification but forming part of the works shall meet the minimum standards of workmanship and materials as stipulated by the IBC (International Building Code) and the NEC 2011. Where there is conflict between local standards and this Specification, this Specification shall take precedence. Any clauses, which relate to items of work not covered in the Contract, shall be deemed not to apply. It is the Subcontractor's responsibility to verify all conditions and measurements provided in this Statement of Work. The technical specification for the rewiring system is as follows:

4. REGULATIONS AND STANDARDS

4.0. The installation shall conform in all respects to NEC Standard Code of Practice for A complete electrical system shall be installed based on the latest version of National Electrical Code (NEC-2011), including, but not limited to Electrical Wiring Installations IS: 732-1989. It shall also be in conformity with MOP the Contractor shall maintain consistent color coding for all conductors installed.

Color Code Options:

- a. HOT –Black, Red
- b. NEUTRAL – White, natural gray
- c. GROUND – Green or Green with Yellow stripes or bare copper conductor

No wiring shall be installed in the walls using either wood or CMU Approved junction boxes must be used to tie conductors from inside to the outside of the facility

All branch circuit wiring shall be copper, minimum 4 square millimeters (#12 AWG) installed

4.1. Wire connection:

1. Joints in branch circuits shall be made only where such circuits divide as indicated on the drawing and shall consist of one through circuit to which the branch from the circuit shall be spliced. Joints in branch circuits shall not be made by fixture hangers. No splices shall be made in conductors except at out let, junction or splice boxes.
2. All joints or splices for 10 AWG conductors or smaller shall be made with UL or CE listed -approved wire nuts or compression-type connectors.
3. All joints or splices for 8 AWG or larger conductors shall be made with a mechanical Compression connector after the conductors have been made mechanical

compression Connector, after the conductors have been made mechanically and electrically secure.

4. All mechanical connections shall be made inside of an electrical junction box. No connections shall be made inside any conduit, or surface mounted raceway. All electrical connections are to be both mechanically and electrically secure. Mechanically secure means all wires shall be twisted together and spliced using wire nuts, wire clamps, or appropriate means as specified in the national electrical code (NEC). Electrically secure means the current carrying conductors (hot wires) are protected from all shorts and grounds.
5. The Contractor shall balance the loads to ensure good voltage regulation throughout the grid in accordance to NEC 2008 for feeder and branch circuit. The total voltage drop shall not exceed 5% and the load balance shall not exceed 500W between phases.
6. Electricity Rules and the Regulations, National Electric Code, National Building Code, CPWD specifications and requirements of the Local Electric Supply Authority.
In general, all materials, equipment and workmanship shall conform to the MOP Standards, specifications and code.
 - m) General and safety requirements for luminaries IS 1913
 - n) Code of practice for grounding IS 3043
 - o) Electrical accessories – circuit breakers for IS 8828
7. The branch- circuit panel board shall be CE; UL listed for indoor applications, and bear the UL label .It shall also conform to the current NEC for switch boards and panel boards and the insertion of breakers.
8. All panel(s) shall be equipped with a main circuit breaker and a circuit breaker for all sub-panels. Panel boards shall be new and rated for exterior use. The main panel

board shall be equipped with a surge suppression device, a neutral bus and a ground bus. Under no condition shall circuit breakers be double tapped.

9. The applicable electrical drawing shall be placed in all panels to show how the wiring is installed throughout the system. The Contractor will use the same legend as the original plan that was given to them.
10. The Contractor must follow the conversion chart and ground conductor sizing chart below.

Over current protection for household and
Similar installations

- p) Low voltage switchgear and control gear IS 13947 Part 1-5
- q) Residual current operated circuit breakers IS 12640
- r) Current Transformers IS 2705

5. TRANSFORMER

Rated Power (KVA) 25

Rated Voltage (V) 20000.0 15000.0 / 400.0 V

Rated Currents (A) 0.72 / 36.10 A

Frequency 50Hz

Short circuit Duration: 1S

Transformer shall be capable of withstanding without damage, magnetic
And thermal stresses due to short circuit fault of 50KA on medium voltage system.

Terminals of the current transformers shall be marked permanently for easy
Identification of poles Separate CT shall be provided for measuring instruments
And protection relays. Each C.T. shall be provided with rating plate.

Transformer shall be mounted between two poles and the height should be 6 to
8meter above the ground such that they are easily accessible for
Inspection, maintenance and replacement the wiring for CT's shall be copper
Conductor, PVC insulated wires with proper termination lugs and wiring shall be
Bunched with cable straps and fixed to the panel structure in a neat manner.

6. 100Ampere Distribution box

Main/Sub Distribution Panel shall be outdoor type, metal clad, floor mounted, with metering system, free Standing, totally enclosed, extensible type, air insulated, cubicle type for use on 400

Volts, 3 phases, 50Hz' system

The branch- circuit panel board shall be equipped with parallel hot buses with sufficient stubs to accept the number and type of circuit breakers specified for the circuit the back panel shall contain a rail for effective clamping of all circuit breakers. The front cover shall be provided with a secure latch and concealed hinges

7. CONSTRUCTION

The power poles height should be 12 meter standard (concrete).the pole shall be passed the test.

The power pole base should be (120cm underground concrete base and on ground should be 40cm)

The low voltage cable output from outside to inside should be under ground with deep of 80cm with PVC pipe.

8. CABLE TERMINATIONS

The output cable size from transformer to 100Amps DB box and from should be 4X16mm PVC insulated made in Germany.

Cable entries and terminals shall be provided in the Main/Sub Distribution Panels to suit the number, type and size of copper conductor power cables and copper Conductor control cable specified.

Provision shall be made for top or bottom entry of cables as required. A cable Chamber 16 mm. high shall be provided at the bottom throughout the length and depth of the MDB/SDB. Generous size of cabling chambers shall be provided, with the position of cable gland and terminals such that cables can be easily and safely terminated. Barriers or shrouds shall be provided to permit safe working at the terminals of one circuit without accidentally touching that of another live circuit. Cable risers shall be adequately supported to withstand the effects of rated short circuit currents without damage and without causing secondary faults.

9. LABELS

Labels shall be anodized aluminum with white engraving on black background

Shall be provided for each incoming and outgoing feeder of Main/Sub Distribution

Both incoming and outgoing circuits in all electrical panels shall be labeled.

10. SWITCH DISCONNECTOR FUSE UNITS

The Switch Disconnect or Fuse Units shall be double break type suitable for load

11. FUSE

Fuse shall be of the high rupturing capacity (HRC) fuses links and shall be in

Accordance with IS 13703- and having rupturing capacity.

12. Grounding

All the non-current metal parts of electrical installation shall be earthed properly. All metal conduits trenching, switchgear, distribution boards, switch boxes, outlet boxes, and all other parts made of metal shall be bonded together and connected by means of specified Grounding conductors to an efficient Grounding system.

12.0. EARTHING CONDUCTOR

Ground continuity conductor along with sub/main wiring from Main/Sub Distribution boards to various distribution boards shall be of copper. Earth continuity conductor from distribution board onward. And shall also be of bare copper ground continuity conductor connecting Main & Sub Distribution boards to earth electrodes shall be with galvanized MS strip.

12.1. PLATE EARTH ELECTRODE

Earthling shall be provided with either GI plate electrode or copper plate electrode of following minimum dimensions.

- GI Plate Electrode : 600mm x 600mm x 6mm thick
- Grounding and bonding shall comply with the requirements of NFPA 70. Underground Connections shall be exothermally welded. The exposed non-current carrying metallic parts of electrical equipment in the electrical system shall be grounded.

- Grounding conductor (separate from the electrical system neutral conductor) shall be installed in all feeder and branch circuit raceways, grounding conductor shall be green colored, unless the local authority requires different color-coded conductor ground rods shall be 20 millimeters (0.75 inches) in diameter and 3 meters (~10 feet) long made Copper –clad steel. Final measurement of the ground resistance shall be in compliance but shall not exceed 25 ohms when measured more than 48 hours after rain fall
- The subcontractor will verify the impedance reading on the installed grounding Electrode reads 25ohms or less. If the reading is above 25ohms, the Contractor will take corrective measures in accordance with NEC 2012 standards until an acceptable Impedance reading is reached.
- Once the MDP and Transfer Switch have been secured and grounded, the Contractor is responsible for the connection of the new electric system to the city power transformer station.
- **Ground Conductor Size Chart***

All ground wire must be Copper!!!	
Sizes in AWG	
Power Conductor Size	Ground Conductor Size
2 or smaller	8
1 to 1/0	6
2/0 or 3/0	4
3/0 to 350 kcmil	2
350 kcmil to 600kcmil	1/0
Over 600kcmil through 1100 kcmil	2/0
Over 1100 kcmil	3/0
*ref. table 250-66 NEC	

- Note: Contractor shall follow the NIOSH Electrical Safety rules.

13. WIRING

All PVC insulated copper conductor wires shall conform to relevant IS Codes. All wires/cables shall be stranded type irrespective of its size.

All interior wiring shall be two (2), three (3), or four (4) conductors with one (1) ground conductor, at least 2.5 mm². The wire must state on its outer insulation the size of the conductors. This stamp must be factory made. All wiring must state a voltage rating on the Outside of the insulation. Cable conductor size and material shall be specified in BOQ. All internal wiring shall be carried out with PVC insulated wires of 400/1100 volts. The subcontractor will use electrical metallic tubing (EMT), P.V.C conduit. The conduit shall securely fasten to the wall or ceiling. The conduit shall be secured at least 30 cm 600V from every J-Box, Outlet, Light Fixture, or Panel The conduit shall be secured at Least every 120 cm after that. EMT/Conduit shall be metallic. The circuit wiring for points shall be carried out in looping in system and no joint shall be allowed in the length of the conductors. Circuit wiring shall be laid in separate conduit originating from distribution board to ATS panel to Etisalat sites.

14. Testing

All electrical works shall be tested and inspected to the requirements of the International Electrical Engineering Code (IEEC) wiring regulations on completion and relevant certification shall be provided. On completion of all new engineering installations, and modification to existing systems ,full and comprehensive testing and commissioning shall be carried out the system are brought into use .This testing and commissioning shall provide confirmation that the systems and equipment have been installed to the relevant standards and in accordance with the specification. The system and equipment shall ne functionally tested and set up to operate within their design parameters and to enable maximum fuel efficiency.

CONVERSION CHART		
AWG	MM2	MAX AMPS
12	3.31	20

10	6	30
8	10	50
6	16	65
4	25	85
2	35	115
1	50	130
1/0	70	150
2/0	70	175
3/0	95	200
4/0	120	230
250	150	255
300	185	285
350	185	310
400	240	335
500	300	380
600	400	420
700	400	460
1000	630	545

The operational setting and set points shall be recorded to assist plant operation and maintenance. Actual performance shall be checked against the original design data.

All testing a commissioning shall be fully documented and the information shall be provided as part of the operating and maintenance manuals.

15. Maintenance manuals and record drawings

Fully operating and maintenance manuals shall be provided for all works carried out these shall be in the form set out by the building services. One set of O&M manuals shall be in electronic format with written documents being in MS work and drawing in AutoCAD.

16. Access to services and equipment

All services and equipment location shall be designed so that full access can be achieved for maintenance.

17. Quality Assurance/Quality Control (QA/QC) Checklist:

Contractor Engineer and Etisalat Power Engineer shall be the designated QA/QC representatives. Etisalat Electrical Engineer shall provide a checklist of materials and methods requiring QA/QC. Once the Contractor has completed all items of work in this statement, he will coordinate for a final inspection to ensure all items are completed satisfactorily. All deficiencies shall be corrected and re-inspected prior to final payment and commencement of opening ceremonies. Technically Point of Contact (POC) for this document and for the project shall be the responsible Etisalat Power Engineer

18. WARRANTY:

The Contractor warrants that the work performed under this Agreement conforms to the contract requirements and is free from any defect in equipment, material, design, finish or workmanship performed by or the responsibility of the Contractor. This warranty shall continue for a period of one (1) year from the date of final acceptance. If possession or partial acceptance of any work product occurs before final acceptance of the entire project, this warranty shall continue for a period of one (1) year from the date that the Coalition accepts or takes possession of or partially accepts such product. The Contractor shall remedy at the Sub-Contractor's expense any loss of or damage to Coalition owned or controlled real or personal property when such loss or damage is incurred as the result of Contractor's failure to conform to contract requirements, any defect in materials, design or workmanship, or the result of Sub-Contractor's negligence. The Contractor's warranty with respect to a work product being replaced or repaired shall run for a period of one (1) year from the date that such replacement or repair is accepted.

19. FINAL INSPECTION:

The Contractor will notify the Etisalat designated Engineer and when the project is ready to be turned over to Etisalat. A final inspection shall be performed by the Etisalat and any remaining items of work shall be identified on a "punch list". Based

on the punch list, the COR will determine if any supplemental inspections are required. Punch list items shall be corrected and/or repaired in a timely manner (3-5 days) at no cost to the Government. Once the punch list items have been corrected or completed to the satisfaction of Etisalat, the project shall be considered to have been successfully completed.

The following Information must be submitted with the offer.

Bidder Contact Details	
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	

Contract – Annexure B:

Etisalat Afghanistan's Supplier Code of Ethical Conduct – Making Good Possible Together

Content

1. Supplier Definition and Scope	2
2. Purpose of this Code	2
3. Supplier selection and on-boarding	2
4. Supplier monitoring	3
5. Data Protection, Privacy and Confidentiality	3
6. Modern Slavery, Child Labour, and Human Trafficking	3
7. Discrimination	4
8. Bribery and Corruption	5
9. Money laundering	5
10. Health & Safety	5
11. Environment and Climate Change	6
12. Speak Up	7

1. Supplier Definition and Scope

- 1.1. The term **Supplier** means any person, entity or organisation that provides or seeks to provide Etisalat Afghanistan with products, goods, or services. This includes all officers, employees, Suppliers, subSuppliers, and agents of any Supplier.
- 1.2. This Supplier Code of Ethical Conduct applies to all Etisalat Afghanistan Suppliers and their procurement agreements.

2. Purpose of this Code

- 2.1. **Etisalat Afghanistan** is fully committed to doing business in accordance with the highest standards of ethics and integrity, with professional business principles and in compliance with all applicable laws in the country. We recognise the importance of earning and maintaining the trust of our customers and stakeholders where we operate.
- 2.2. We expect our Suppliers to abide with this Code (as defined below) and conduct all our business and relationships with the highest standards of ethics to maintain this trust.
- 2.3. This Supplier Code of Ethical Conduct (**the “Code”**) sets out Suppliers’ obligations in relation to compliance with ethical conduct, any relevant legal obligations including anti-bribery and anti-corruption, sanctions, export and trade controls, and relevant regulations and standards in the Country in which the Supplier operates.
- 2.4. The purpose of the Code is to promote safe working conditions and the responsible management of social, ethical, and environmental issues in Etisalat Afghanistan’s procurement and supply chain. This includes issues such as human rights, working practices, labour standards, environmental, the responsible sourcing of minerals and health and safety.
- 2.5. The Supplier is encouraged to ensure its own Suppliers and subSuppliers are made aware of the principles of the Code when undertaking any work, or providing any product or service to, or on behalf of Etisalat Afghanistan.

3. Supplier selection and on-boarding

- 3.1. Etisalat Afghanistan is committed to doing business with the highest standards of ethics and integrity. We expect that our partners, Suppliers, consultants, agents, etc. apply the same standards.
- 3.2. To ensure that Etisalat Afghanistan work with the right third parties and to protect Etisalat Afghanistan’s brand and reputation, we conduct a thorough registration/selection, due diligence, and engagement processes prior to on-boarding or engaging any Suppliers.

3.3. The Supplier shall take reasonable steps to ensure that its selection processes also include adequate due diligence on sub-Suppliers.

3.4. The Supplier shall ensure it does not commence any work or activities on behalf of Etisalat Afghanistan until it confirms it has read, understood, and will comply with all the principles set out in this Code.

4. Supplier monitoring

4.1. The Supplier must ensure they have processes in place to identify, correct and monitor the continued compliance of any activities that fall below the standards of ethical conduct set out in this Code.

4.2. Any breach of this Code may be considered to be a material breach of any agreement or contract with Etisalat Afghanistan, and Etisalat Afghanistan reserves its legal rights and remedies in respect of any such breach.

5. Data Protection, Privacy and Confidentiality

5.1. At Etisalat Afghanistan, we respect the privacy of our customers and third parties, as well as of others with whom we conduct business.

5.2. The Supplier must ensure they handle any confidential or customer personal data with due care, ensuring it has a process in place to ensure access and storage of this data is managed securely.

5.3. The Supplier shall ensure that any authorised communication of Etisalat Afghanistan confidential or customer information should be limited to appropriately trained and authorised individuals who need it to carry out their work, in accordance with applicable laws and for legitimate business purposes only.

5.4. The Supplier must ensure they protect any Etisalat Afghanistan confidential or customer information from improper disclosure.

5.5. The Supplier shall respect Etisalat Afghanistan's brand and intellectual property rights and manage any technology and know-how it receives from Etisalat Afghanistan in a manner that protects these intellectual property rights.

6. Modern Slavery, Child Labour, and Human Trafficking

6.1. Etisalat Afghanistan is committed to ensuring all workers in our procurement & supply chain receive fair and equal treatment in full compliance with the laws, rules, and regulations of the country. In case there are different standards set forth in this Code compared to the applicable laws, rules, and regulations, Etisalat Afghanistan expects the same standards or more stringent requirements to be applied.

- 6.2. Etisalat Afghanistan prohibits the use forced labour, whether in the form of prison labour, indentured labour, bonded labour or otherwise. No employee or worker may be compelled to work through force or intimidation of any form, or as a means of political coercion. Also, we operate a zero-tolerance policy for any form of Slavery and Human Trafficking in our operations and procurement & supply chain. The Supplier shall not permit the use of any form of forced, bonded, compulsory labour, slavery, or human trafficking. We will treat any reported incidents seriously, with respect and in confidence.
- 6.3. Etisalat Afghanistan condemns all forms of exploitation of children. We remain committed to prohibit and eliminate the use of child Labour in our operations and procurement & supply chain. Our aim is to ensure that all our operations remain in compliance with national regulations. The Supplier shall not knowingly use any child labour and should not employ or engage anyone who is below the minimum legal age for employment in line with applicable laws in the country.
- 6.4. All the Supplier's employees shall be freely employed. This means all employees must be provided with employment contracts that stipulate, the employee's rights to terminate their employment with reasonable notice period, the working hours, and the minimum wage and required benefits in line with applicable laws in the country.
- 6.5. The Supplier may deduct subsistence expenses from employees' wages as required and substantiated for the nature of the work or in accordance with established company policies (Article 95 of Afghanistan's Labor Code). Any such deductions must be transparent, justified, and consistent with reasonable standards, ensuring that they do not impede an employee's basic rights or cause financial hardship. However, the Supplier shall refrain from making any other wage deductions, withholding payments, imposing unauthorized debts upon employees, or demanding the surrender of government-issued identification, passports, or work permits as a condition of their employment. All deductions must comply with fair and legal practices, respecting the rights and protections afforded to employees under the prevailing labor regulations. The Supplier shall not engage in or support the use of corporal punishment, threats of violence or other forms of mental or physical coercion. All employees shall be treated with dignity and in accordance with our policies maintaining a work environment that is free of any sort of physical punishment. All employees should be aware that we will treat all incidents seriously and with respect and in confidence and we will promptly investigate all allegations of physical punishment. No one will be victimized for making such a complaint.

7. Discrimination

- 7.1. Etisalat Afghanistan believes that everyone should be treated with dignity and respect, therefore, Etisalat Afghanistan prohibits all forms of discrimination, harassment, humiliation, threats of violence and abusive or offensive behaviour.

- 7.2. The Supplier shall not engage in, or support, any form of discrimination, in hiring, employment terms, remuneration, access to training, promotion, termination, retirement procedures or decisions including but not limited to race, ethnicity, skin colour, age, gender identification or any other characteristics protected by law, pregnancy, disability, religion, political affiliation, nationality, medical condition, social origin, social or marital status and trade union membership.

8. Bribery and Corruption

- 8.1. Etisalat Afghanistan's stance on avoiding Bribery and Corruption means that regardless of local customs, we never receive or provide Gifts, Entertainment, Hospitality or any other benefits that are motivated by an improper purpose, such as to gain an inappropriate business, personal or other advantage.
- 8.2. The Supplier shall not tolerate or enter into any form of bribery, including improper offers or payments to or from employees, customers, Suppliers, organisations or individuals.
- 8.3. The Supplier shall abide by all applicable anti-corruption laws and regulations of Etisalat Afghanistan and applicable laws in the country, including the Foreign Corrupt Practices Act ("FCPA") and applicable international anti-corruption conventions.
- 8.4. The Supplier shall have an anti-bribery policy that sets out the principle of zero tolerance to any form of bribery or corruption within their organisation, including facilitation payments.
- 8.5. In the course of doing business with or on behalf Etisalat Afghanistan or fulfilling any agreement or contract with Etisalat Afghanistan, the Supplier must not in relation to any public or government official, offer, give, promise, receive or request any bribes (financial or any other improper advantage).
- 8.6. The Supplier shall ensure its employees, Suppliers and sub-Suppliers are aware of its antibribery policy and how to comply with its requirements.

9. Money laundering

- 9.1. The Supplier shall act in accordance with all applicable international standards and laws on fraud and money laundering and (where appropriate) maintain an anti-money laundering compliance programme, designed to ensure compliance with the law including the monitoring of compliance and detection of violations.

10. Health & Safety

- 10.1. The Supplier shall ensure it provides a safe working environment for employees, Suppliers, partners, or the community who may be affected by Supplier's activities, in accordance with international standards and national laws.

- 10.2. The Supplier shall ensure it meets general principles of health and safety risk prevention. General principles include ensuring it has systems and processes in place for identifying, minimising, and preventing health and safety hazards, using competent and trained people, providing and maintaining safe equipment and tools, including ensuring personal protective equipment is made available as required.
- 10.3. The Supplier shall ensure that these health and safety obligations are communicated and applied to all parties including sub-Suppliers when undertaking any work or activities on behalf of Etisalat Afghanistan.
- 10.4. Suppliers, vendors, and Suppliers carrying out work for & on behalf of Etisalat Afghanistan are obliged to comply with Health, Safety & Environment (HSE) policies, rules, standards, processes, procedures, and best international practices.
- 10.5. Conform with all the local laws and regulations laid down by the Government of Afghanistan related to their operations, wellbeing, health of employees, public, protection and sustainable use of natural resources and the environment they operate.
- 10.6. the Suppliers are required to strictly follow and implement mentioned HSE regulation and standards during their operations and activities. The instructions are produced primarily for the use of the Supplier's management and supervisory staff who are required to ensure that the rules and procedures are brought to the notice of all the Suppliers' workers and that such rules and procedures are strictly followed by them.
- 10.7. EA will not be responsible for any damages, loss, incident, legal issues, and non-compliance with HSE standards that may arise from the Suppliers' activities.
- 10.8. Supplier must obtain permit for work and report any HSE related incidents such as injury, fatality, death, and non-compliance to Etisalat Afghanistan HSE focal points and via email hse@etisalat.af.
- 10.9. For more details about Etisalat Afghanistan HSE Policies and regulations, please contact hse@etisalat.af.

11. Environment and Climate Change

- 11.1. The Supplier shall commit to protecting the environment. Supplier shall minimise its use of finite resources (such as energy, water, and raw materials) and the release of harmful emissions to the environment (including waste, air emissions and discharges to water).
- 11.2. The Supplier shall seek to improve the environmental performance of the products and services it provides, as well as support those that offer environmental and social benefits to Etisalat Afghanistan's customers.

11.3. The Supplier shall adhere to relevant environmental legislation and international standards in Afghanistan. In cases where specific environmental legislation is not readily evident or enforced within Afghanistan, the Supplier must establish and maintain reasonable practices to manage environmental impacts in accordance with internationally accepted norms and principles. The Supplier shall identify, monitor, and minimize Greenhouse Gas emissions (GHG) and energy consumption from its own operations including CO2 emissions from transportation and travel and support.

12. Speak Up

12.1. The Supplier shall provide an anonymous complaint mechanism for its managers and workers to report workplace grievances and shall take measures to protect whistleblower confidentiality and prohibit retaliation.

12.2. The Supplier shall report any instances of illegal or unethical behaviour or breaches of this Code (in relation to the goods and services being provided to Etisalat Afghanistan) in confidence using the 'Speak Up' contact details below.

12.3. The Supplier shall regularly promote these Etisalat Afghanistan 'Speak Up' contact details to its employees and any agents or subSuppliers working on the Supplier's behalf for Etisalat Afghanistan: via the official Etisalat Afghanistan whistle-blower email eawb@etisalat.af.

ANNEXURE C, (RFP Compliance Clauses):

1. Anti-Bribery Anti-Corruption

1.1 The Supplier represents and warrants on behalf of itself, its directors and employees and any third-party employed and/or retained to act for or on its behalf including, without limitation, agents, Suppliers, sub-Suppliers and professional representatives (“Representatives”) (including executive officers and directors of any such Representatives) that:

- (a) it complies and will comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption including but not limited to the UAE Penal Code and to any applicable foreign anti-bribery and anti-corruption laws.
- (b) it will not directly or indirectly through a third party, in relation to, in connection with, or arising from the performance of this Agreement give, receive, promise, attempt to give or to receive or in any way facilitate the giving and/or receiving of anything of value to any person for unlawfully of securing an improper advantage for (an advantage that is not legitimately due to) either Party, inducing or influencing any person to take any action or refrain from taking any action to obtain or retain business for either Party, and/or inducing any government or public official to take or to omit to take any decisions unlawfully;
- (c) it has and shall maintain in place throughout the term of this Agreement its own adequate policies and procedures that are aligned with the Relevant Requirements, and shall train its own employees on its policies and procedures to ensure compliance with the Relevant Requirements, and will enforce its policies and procedures where appropriate.
- (d) it shall immediately and in any case within three (3) days report to Etisalat Afghanistan in writing any actual or suspected violations including any request or demand for any undue financial or other undue advantage of any kind that it receives in connection with the performance of this Agreement; and
- (e) following a request from Etisalat Afghanistan, it shall certify to Etisalat Afghanistan in writing and signed by an officer of the Supplier its compliance with this clause and the compliance of all persons associated with it as well as that of its third parties under this Agreement. The Supplier shall provide such supporting evidence of compliance as Etisalat Afghanistan may reasonably request.

2.1 “Conflict of Interest” shall mean any circumstance, potential, actual, or perceived, that might cause a Party, persons associated with it, or a third party, to place their financial or personal interests above the interests of their contractual commitments and the performance of their obligations under this Agreement causing them to be biased in their business judgments, or to not act in good faith when taking decisions and actions that are detrimental to the interests of the other Party under this Agreement;

- 2.1.1 The Supplier shall immediately and in any case within three (3) days notify Etisalat Afghanistan in writing if a Public Official¹ becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier and the Supplier warrants that it has no Public Officials as direct or indirect owners, officers or employees as of the date of this Agreement.
- 2.1.2 The Supplier represents and warrants that neither it nor any persons associated with it or any third party has interests that would conflict in any way with the performance of its obligations under this Agreement; and
- 2.1.3 If any actual or potential Conflict of Interest arises under this Agreement, the Supplier shall immediately and in all cases within three (3) days inform Etisalat Afghanistan in writing of such conflict and shall provide all relevant information to assist Etisalat Afghanistan in its assessment of such conflict.
- 3.1 The Supplier shall ensure that any third party associated with the Supplier who is performing services or providing goods in connection with the performance of this Agreement does so only on the basis of a written contract which imposes on such third-party terms equivalent to those imposed on the Supplier in this Annex 1. The Supplier shall be responsible for the observance and performance by such third parties of the terms similar to those stipulated by this compliance provisions and shall be directly liable to Etisalat Afghanistan for any breach by such third parties of any of the Relevant Requirements. For the purposes of this Annex 1, a person associated with the Supplier includes any subSupplier of the Supplier. The Supplier may only engage a third-party (e.g., subSupplier) under this Agreement subject to Etisalat Afghanistan's prior written approval.
- 3.2 In connection with its relationship to Etisalat Afghanistan and each of the transactions established by the Agreement, the Supplier has maintained and will continue to maintain complete and accurate books, records, invoices and other documents concerning payments and expenses.
- 3.3 Etisalat Afghanistan or its auditors or representatives may at any time audit Supplier's compliance with this Annex 1, and the Supplier warrants its full cooperation with any investigation of suspected violations, including but not limited to, the timely provision of all relevant information, records, documentation, evidence, and employees, as may be requested by Etisalat Afghanistan.
- 3.4 Etisalat Afghanistan shall be entitled to suspend payments of Supplier invoices that are, or become due in case there is a reasonable believe that the Supplier might have committed an actual or potential violation of this Annex 1 or applicable anti-bribery or anti-corruption laws, or whenever investigation or audit conducted reveal actual or suspected violations of this Annex 1, or that become due at any time during a period of ninety (90) days thereafter.

¹ "Public Official," for the purposes of this agreement, includes, but is not limited to: (i) any elected or appointed official (whether in the executive, legislative or judicial branches of government) of a local, state, provincial, regional or national government (or any department or agency of those types of government bodies), (ii) any government employee, part-time government worker, unpaid government worker, or anyone "acting in an official capacity" (i.e., acting under a delegation of authority from a government to carry out government responsibilities), (iii) any political party, party official, or candidate for political office, (iv) any official or employee of a public international organization such as the World Bank or United Nations, or any department or agency of those types of organizations, (v) any official, representative, or employee of a company that is under even partial ownership or control by a government.

3.5 The Supplier shall indemnify Etisalat Afghanistan against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, Etisalat Afghanistan as a result of any breach of this Annex 1 by the Supplier.

3.6 Breach of this Annex 1 shall constitute a material breach of this Agreement by the Supplier. If the Supplier is in breach of this Annex 1:

- (a) Etisalat Afghanistan shall have the right to terminate this Agreement with immediate effect and suspend all payments, without prejudice to its rights and remedies under this Agreement, including its right to claim damages; and
- (b) the Supplier shall not be entitled to any claim compensation or any further remuneration, regardless of any agreements entered into with third parties before termination.

2. Export Controls and Sanctions

Definition Section:

Affiliated Persons	mean any owner, officer, director, partner, principal, employee, any legal entity with control of or controlled by the Supplier or same owner(s) and/or or agents, suppliers or other Suppliers of the Supplier.
Applicable Sanctions/Export Control Laws	mean the Sanctions Laws and/or the Export Control Laws of the UAE, and any other jurisdiction in which the Supplier deals in Items and/or provides services [including but not limited to US, UK, EU].
Blocked Person	means, at any time, any person (a) whose property or interest in property is blocked by any Sanctions, (b) designated as a target of asset freeze under Sanctions, (c) with whom dealings are otherwise prohibited under applicable Sanctions or Export Control Laws, or (d) owned or controlled by any such person.
Export Control Laws	mean laws and regulations related to the regulation of imports, exports, re-exports, sale, resale, transfers, releases, shipments, transmissions, or any other provision or receipt of goods, technology, technical data, software, or services, and any laws or regulations of a similar nature administered and enforced by Governmental Authorities.
EU	Means the European Union
Governmental Authorities	mean any agency, office, bureau, department, or instrumentality of the national government of the UAE, [any other applicable jurisdiction: US, UK, EU], that is responsible for administering and enforcing Sanctions and Export Control Laws and/or which has other relevant regulatory or other authority over the Supplier, as required in the context of the relevant Agreement.
Item	means hardware, software including source code, technology, documents, technical data, diagrams and services.
Representatives	mean any third-party employed to act for or on behalf of Supplier including, without limitation, agents, Suppliers, sub-Suppliers and professional representatives.

Sanctions Laws	mean economic or financial sanctions or trade embargoes imposed, administered or enforced by Government Authorities with applicable jurisdiction.
Sectoral Sanctioned Entity	means, at any time, any person subject to Sanctions administered or enforced Governmental Authorities.
US	Means the United States of America
UK	Means the United Kingdom of Great Britain and Northern Ireland
UAE	Means the United Arab Emirates

Sanctions and Export Control clauses:

[1. The Supplier acknowledges that any Items that it provides under the Agreement may be subject, or become subject in the future, to the Applicable Sanctions/Export Control Laws of one or more jurisdictions (including without limit those of the U.S., the European Union, the UAE, the UK and any other jurisdiction in which it deals in Items), and shall not deal in, supply, deliver, broker or export any such Items without first obtaining all governmental licenses and approvals and making any notifications that may be required under such Applicable Sanctions/Export Control Laws.]

2. The Supplier agrees at all times to comply with and ensure that it, its Affiliated Persons and Representatives act in compliance with all Applicable Sanctions/Export Control Laws in carrying out its responsibilities under this Agreement. Without limiting the foregoing, the Supplier represents, warrants and undertakes that:

2.1 Neither the Supplier, nor any of its Affiliated Persons or Representatives is a Blocked Person, Sectoral Sanctioned Entity, or otherwise sanctioned person/entity with whom dealings are prohibited or restricted under the Applicable Sanctions/Export Control

Laws;

2.2 The Supplier will not, in connection with any activities involving [Etisalat Afghanistan] (including all Affiliated persons or representatives of [Etisalat Afghanistan]) or this Agreement, export, re-export, ship, sell, resell, supply, deliver, or otherwise transfer any Items to, from, or through – either directly or indirectly – any country or person in violation of any Applicable Sanctions/Export Control Laws;

2.3 The Supplier will not cause [Etisalat Afghanistan] to violate any Applicable Sanctions/Export Control Laws;

2.4 The Supplier shall provide to [Etisalat Afghanistan], prior to delivery of any Items that would be classified under applicable Export Controls, [i] a schedule identifying in writing

the export controls regime to which the Items are subject and, [ii] the appropriate export controls classifications (e.g., Export Control Classification Numbers) with respect to each Item, in sufficient detail to enable [Etisalat Afghanistan] to ascertain any export control that may apply to [Etisalat Afghanistan]; and

2.5 The Supplier shall promptly notify [Etisalat Afghanistan] in writing of any suspected or confirmed violations or issues of non-compliance involving any Items provided to [Etisalat Afghanistan], and in any case no later than within 3 days.

2.6 The Supplier shall notify [Etisalat Afghanistan] in writing as soon as possible if:

(i) the Supplier, or any of its Affiliated Persons or Representatives, has become listed on any restricted parties list (including, without limitation, any US, EU, UK or UN sanctions lists) or becomes subject to any Sanctions; or

(ii) it becomes aware that any relevant Governmental Authority has initiated or will initiate any investigation or proceedings against the Supplier, or any of its Affiliated Persons or Representatives, relating to an actual or potential breach of any Export Control Laws or Sanctions in relation to its obligations under this Agreement.

3. The Supplier shall identify, obtain and maintain all government registrations, licenses and approvals required under any applicable Export Control Laws to engage in the activities covered by this Agreement, including any applicable registrations or licenses to engage in the business of manufacturing, exporting, brokering or trading export controlled Items.

4. Nothing in the Agreement is intended, and nothing herein should be interpreted or construed, to induce or require either Party or their Affiliated Persons or Representatives to act in any manner which is inconsistent with, penalized, or prohibited under any Applicable Sanctions/Export Control Laws as applicable to such Party;

5. Neither party nor its Affiliated Persons or Representatives shall be obliged to perform any obligation otherwise required under this Agreement if this would be in violation of, inconsistent with, or expose such party to punitive measures under, any Applicable Sanctions/Export Control Laws.

6. If [Etisalat Afghanistan], acting reasonably, believes that the Supplier, its Affiliated Persons or its Representatives breached or is likely to have breached any element of these Sanctions and Export Control clauses, [Etisalat Afghanistan] shall have the right to immediately conduct an appropriate audit into any such breach or potential breach, using its own resources and/or through independent third parties engaged by [Etisalat Afghanistan], and shall withhold payments to the Supplier during the period of any such audit. Supplier, its Affiliated Persons or its Representatives shall at all times cooperate fully and in good faith including with regard to the prompt provision of all relevant information, records and documents in order to facilitate and expedite the conduct of any such [Etisalat Afghanistan] audit.

7. The Supplier agrees that non-compliance with any of the representations and/or obligations set out in this Agreement by the Supplier, its Affiliated Persons or its Representatives may result in adverse consequences for [Etisalat Afghanistan] and would allow [Etisalat Afghanistan] to consider such non-compliance as a material breach of the Agreement, and would further entitle [Etisalat Afghanistan] to immediately terminate any and all existing Agreements with the Supplier for cause without liability as specified in the Agreement.

8. The Supplier agrees to fully indemnify and hold harmless [Etisalat Afghanistan] and its representatives against any damages, costs, losses, liabilities, fines, penalties, and/or expenses (including attorneys' fees and expenses) arising out of and in connection with the Supplier, its Affiliated Persons or Representatives non-compliance with these Sanctions and Export Control clauses, including violation or alleged violation of any Applicable Sanctions/Export Control Laws.

9. The Supplier agrees that [Etisalat Afghanistan] may, at its sole discretion, conduct surveys and audits (either directly or through independent third parties engaged by [Etisalat Afghanistan]) to verify compliance by the Supplier, its Affiliated Persons and Representatives with these Sanctions and Export Control clauses and Applicable Sanctions/Export Control Laws. Such surveys or audits shall be reasonable as to scope, location, date and time. The Supplier, its Affiliated Persons or Representatives) shall cooperate fully and in good faith with any such survey or audit including the prompt provision of all relevant information, records and documents as [Etisalat Afghanistan] may reasonably require in order to facilitate and expedite the conduct of any such audit.

10. In the event that [Etisalat Afghanistan] is required to obtain an authorisation, licence or other governmental approval or to make a notification under Applicable Export Control Laws for reasons arising out of this Agreement or the acts contemplated by it, the Supplier shall provide such assistance to [Etisalat Afghanistan] in obtaining such approval as [Etisalat Afghanistan] may reasonably require.

3. Anti-Money Laundering and Counter Finance of Terrorism:

1. **"Applicable Anti-Money Laundering Laws and Counter Finance of Terrorism"** or **"AML/CFT"** means any laws, rules, or regulations applicable to [Etisalat Afghanistan] and the Supplier, that prohibit engaging in or facilitating financial transactions that promote or conceal unlawful activity in any jurisdiction.

2. The Supplier represents and warrants that:

- i. the Supplier and each of its affiliated persons will refrain from engaging, whether directly or indirectly, in improper and/or illegal conduct, including money-laundering and terrorist financing; and, where applicable, will comply with Applicable AML/CFT Laws;
- ii. If applicable, the Supplier has in place procedures aimed at preventing AML/CFT violations; and
- iii. the Supplier agrees to notify [Etisalat Afghanistan] promptly and in any event within 3 days, in writing, of any suspicious activity under AML/CFT Laws, of which it becomes aware relating to the transaction involving Etisalat Afghanistan. Upon reasonable request, the Etisalat Afghanistan agrees to provide Etisalat Afghanistan with documentation relating to its AML/CFT policies and procedures and assist [Etisalat Afghanistan] with any clarification required without any undue delay.