

## **INVITATION OF PROPOSAL**

### **No. EA/02-47-2026**

#### **For Fixed Asset Physical Verification Services for Etisalat Afghanistan**

1. Proposals are invited from companies of repute or their authorized agents for Fixed Asset Physical Verification Services according to Etisalat Afghanistan's Scope of Work as per RFP.
2. Proposal can be send/shared through email to [ghurzang@eand.af](mailto:ghurzang@eand.af) by **15 July 2026**.
3. You may also download this Bid Document from the Etisalat Afghanistan website at: [www.end.af/en/about-us/doing-business-with-us/tenders](http://www.end.af/en/about-us/doing-business-with-us/tenders)
4. Offer received after the above deadline shall not be accepted.
5. The bidder shall submit the proposal in two separate parts: Technical and Commercial. The Commercial part must be submitted as a password-protected soft copy. The password will be requested once the evaluation committee begins the commercial evaluation of the bids.
6. **Proposal for Submission Instructions:**

"Vendors must submit their proposals via email using the following subject line exactly as shown:

**RFP for Fixed Asset Physical Verification Services – RFP No. EA/02-47-2026**

Please ensure that the subject line is correct, as EA will not be responsible for any proposals missed or overlooked due to incorrect or incomplete subject lines."

7. The vendor must demonstrate relevant **Experience in this field** like those requested by Etisalat Afghanistan. Interested vendors are required to provide and share supporting documents that verify their expertise and past performance in this field. These documents should be submitted along with the proposal for evaluation purposes.
  
8. Etisalat Afghanistan reserves the full discretion to accept or reject any or all bids and to cancel the bidding process at any stage, without incurring any liability to the bidders or any obligation to provide reasons or notify the affected bidders of the decision.
  
9. All correspondence regarding this matter should be directed at:

**Ghurzang Waziri, Assist. Manager, Procurement and Contracts,**  
[ghurzang@eand.af](mailto:ghurzang@eand.af) and 0781204068

Please also copy **Mr. Ihsanullah Zirak, Director of Procurement & Supply Chain,** at [Ihsanullah@eand.af](mailto:Ihsanullah@eand.af)

## **INVITATION OF PROPOSALS**

**FOR**

### **Fixed Asset Physical Verification Services for Etisalat Afghanistan**

**AS PER Etisalat Afghanistan SCOPE OF WORK**

**Etisalat Afghanistan HEAD OFFICE  
CHAREHE SHAHEED, SHAHRE NAW KABUL, AFGHANISTAN**

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## 1 DEFINITIONS

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

### 1.1 Terms:

**1.1.1 "Approved" or "approval"** means approved in writing.

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

**1.1.3 "Bid/Tender Document"** means the Bid/Tender documents issued by EA for invitation of Bids/Offer along with subsequent amendments and clarifications.

**1.1.4 "Competent Authority"** means the functionary of EA authorized by EA to deal finally with the matter in issue.

**1.1.5 "Completion Date"** means the date by which the Consultancy is required to complete the Contract.

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

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

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

**1.1.9 “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.

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

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

**1.1.12 “D.D.P”** means Delivered Duty Paid as defined in the Incoterm 2000 including the unloading responsibility of bidder/seller.

For the purpose of clarification, D.D.P Price here means that all costs, expenses, duties and taxes incurred or payable on goods by the Consultancy up to the point the goods are handed over to consignee/ultimate consignee, are included in the price of the goods.

**1.1.13 “Documentation”** means documentation specified in the relevant Article(s).

**1.1.14 “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 Emirates of Afghanistan and having office at Ihsan Plaza Charahi Shaheed in person or any person dully authorised by it for the specific purpose for the specific task within the Contract and notified to Consultancy in writing.

**1.1.15. "Force Majeure"** means Acts of God, Government restrictions, financial hardships, war and hostilities, invasion, act of foreign enemies, rebellion, revolution, riot, industrial disputes, commotion, natural disasters and other similar risks that are outside of Contractor's and EA's control.

**1.1.16 "Liquidated Damages"** means the monetary damages imposed upon the Consultancy and the money payable to EA by the Consultancy on account of late delivery of the whole or part of the Goods.

**1.1.17 "LC"** means an unconditional irrevocable letter of Credit opened by EA at EA's Cost or at Contractor's/Supplier's cost as specified in the contract.

**1.1.18 "L.O.A" means** a Letter of Award issued by EA to successful bidder with regard to the award of tender.

**1.1.19 "L.O.I"** means a Letter of Intent issued by EA to successful bidder with regard to the award of tender.

**1.1.20 "Month"** means calendar month of the Gregorian calendar.

**1.1.21 "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.

**1.1.22 “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.

**1.1.23 “Scope of Work (SOW)”** shall mean the details of Services required to be delivered.

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

## **1.2 Interpretations:**

Words importing persons or parties shall include firms and corporations and any organization having legal capacity. Words importing the singular or so include the plural and vice versa where the context requires. Words importing one gender also include other gender.

## **1.3 Headings:**

The headings and marginal notes in the General Conditions of Contract are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

## **1.4 Persons:**

Words importing persons or parties shall include firms, companies and government entities.

## **1.5 INCOTERMS – 2010:**

Unless inconsistent with any provision of the Contract, the meaning of any trade terms and the rights and obligations of parties there under shall be as prescribed by INCOTERMS.

"INCOTERMS" means international rules or interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Course Albert 1<sup>er</sup>, and 75008 Paris, France.

#### **1.6 Joint Venture or Consortium:**

If the Consultancy is a joint venture or consortium of two or more persons, or firms/companies all such persons or firms shall be jointly and severally bound to EA for the fulfilment of the provisions of the Contract and shall designate one of such persons or firm to act as a leader with authority to bind the joint venture or consortium. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of EA.

#### **1.7 Severability:**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### **2. INTRODUCTION TO WORK:**

Proposals are invited for providing "Professional Consultancy Services for Fixed Asset Verification "in accordance with EA Scope of Work.

The award of the Consultancy Services will be on the basis of compliances to EA Scope of Work and price wise lowest bid. In cases where EA finds a better technical solution/offer and strength of bidder to provide services, lowest price will not be the criteria for award.

The Services as specified in the Scope of Works shall be provided as per project milestones.

The prices quoted shall be firm and final throughout the contract execution period until issuance of FAC and afterwards for repeat order as per contract terms and conditions.

In case of dispute in interpretation, contradiction and clarification of clause(s) or any other dispute, the decision of purchaser (EA) shall be final and binding upon the bidder(s).

## **2.1 INSTRUCTIONS FOR BIDDING:**

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

- i. Definitions.
- ii. Instructions for bidding.
- iii. Conditions of Contract.
- iv. The Bid Form and Price Schedules.
- v. The Contract Form.
- vi. The Performance Security Form.
- vii. Commercial / Technical Compliance Sheet.
- viii. Pricing Schedule.
- ix. Responses to the Bid Document.
- x. Scope of Work.

## **2.2 LANGUAGE OF BID:**

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

### **2.3 GENERAL INSTRUCTIONS:**

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

**2.3.2** Bids with provision for price escalation on account of currency fluctuation are not acceptable and shall be rejected.

### **3. DOCUMENTS TO BE SUBMITTED**

The bid shall comprise the following documents: -

#### **3.1 Volume-I: Commercial Proposal**

##### **3.1.1 Bid Form**

The bidder shall complete the Bid Form furnished in the Bidding Document at annexure.

##### **3.1.2 Price Schedule**

The Bidder shall complete the appropriate Price Schedule furnished in the Bidding Documents, indicating for the Services to be supplied, a brief description of the Services, item wise detail of services and the prices.

#### **3.2 Volume-II: Technical Proposal**

Besides compliance with Scope of work (items/details wise) the proposal shall comprise the following documents as well:

**3.2.1** Compliance to the Scope of Works,

**3.2.2** Company's profile and technical expertise as follows:

- i. Company history, background
- ii. Registered offices and contacts within Afghanistan and abroad.
- iii. Organization.
- iv. Management and staff strength.
- v. Areas of specialization.
- vi. Experience in Turnkey Projects of the relevant field.
- vii. Technical platforms at its disposal.
- viii. Other projects.
- ix. References.

### **3.3 FORMAT AND SIGNING OF BID**

**3.3.1** The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or person or persons duly authorized to bind the Bidder to the contract. The letter of authorization shall be indicated by written 'Power-of-Attorney' accompanying the bid. All pages of the bid, except for un-amended printed literature shall be initialled by the person or persons signing the bid. Price schedule should be properly signed and stamped. If the price schedule is not signed and stamped the bid will be treated as non-responsive and rejected.

**3.3.2** The bid shall contain no interlineations, erasures or over-writing except as necessary to correct errors made by the Bidder in which case such correction shall be initialled by the person or persons signing the bid.

### **3.4 DEADLINE FOR SUBMISSION OF BIDS**

Bids must be received by EA at the below address not later than **15 July 2026**, known as the Submission Date; EAHead Office, Charahi Shaheed, Shari Naw, Kabul, Afghanistan

## **4. COMMERCIAL TERMS**

### **4.1 BID CURRENCY**

Bid price shall be inclusive of all Taxes as applicable and quoted in Afghanistan

### **4.2 BID PRICE:**

4.2.1 The bidder shall quote the prices as per Table-1.

4.2.2 The price of the offered Services shall be inclusive of all applicable Taxes and delivery charges up to the final site.

4.2.3 The bidder shall also mention clearly the levy or exemption of Tax(s) on the offered Services. In case the bidder mentions the levy of Tax(s) and later after the supply of Services claims exemption, on part or whole, necessary reduction in price at the applicable rate of Tax(s) will be made, up to the extent of claimed exemption, at the time of payment. Further in case the bidder does not mention the levy or exemption of Tax(s), it will be assumed that Tax(s) has been included in the price (if Tax(s) applies on that item of Service). Accordingly, later on the claim of Tax(s) exemption will not be entertained and reduction in price at the applicable rate of Tax(s) will be made at the time of payment." For claiming exemption relevant complete documentary proof should be provided. Any increase or decrease in the applicable rate of Tax(s) till final execution of the contract shall be cost or benefit of EA.

4.2.4 The Price Schedule shall be completed strictly in accordance with the Scope of Work. In case the price schedule is in different format than the SOW given in RFP, the bid may be rejected by EA. However, if the bidder desires to explain any item or any item contains sub-items then those details should be clearly shown as Annex to Price Schedule and reference to that detail should be given on face of Price Schedule.

4.2.5 Cost of Services provided in Afghanistan shall be offered in Afghanis only.

4.2.6 Discounts, if any, shall be quoted on item/sub-item wise basis i.e. at unit price level. In case the bidder offers the discount as "lump sum", EA has the right to divide that discount proportionately at each item.

#### **4.3 PERIOD OF VALIDITY**

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

### **5. EVALUATION OF BIDS**

#### **5.1 CLARIFICATIONS**

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

**5.1.2** Any bid clarification should be (Technical/Commercial) finalized maximum 05 days before submission date of the bid.

## **5.2 INFLUENCING EVALUATION**

**5.2.1** Subject to paragraph 4.6, no Bidder shall contact EA on any matter relating to its bid, from the bid opening till the time the contract is awarded.

**5.2.2** Any effort by a bidder to influence EA bid evaluation, bid comparison or contract award decision may result in the rejection of that Bidder's bid.

**5.2.3** The bidder shall be liable to be disqualified in case of applying extraneous pressures or other unhealthy influences in dealings with EA.

**5.2.4** The bidders found involved in above mentioned or similar non transparent practice are liable to be blacklisted and forbidden from participation in future bidding for any period declared by EA.

**5.2.5** The bidder shall provide a certificate duly attested to the effect that extra payment in the form of commission, over and above the contracted value, has neither been paid nor shall be paid to any authority in Afghanistan.

## **6. AWARD OF CONTRACT**

### **6.1 AWARD CRITERIA:**

EA will award contract to the successful Bidder whose bid has been determined substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to satisfactorily perform the contract. EA may at its discretion award the contract to another Bidder if in its opinion the above criteria are not met.

### **6.2 ASSESSMENT OF PERFORMANCE**

During evaluation EA will check the similar Services provided by the Bidder to other agencies. EA reserves the right to reject bid which in

the opinion of EA do not meet substantially the requirements as specified.

### **6.3 PURCHASERS RIGHT TO ACCEPT ANY BID & TO REJECT ANY OR ALL BIDS**

EA reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of the contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder or bidders of the grounds for EA action.

### **6.4 NOTIFICATION OF AWARD**

**6.4.1** Prior to the final expiry of the period of bid validity, EA will issue a letter of Intent (L.O.I) notifying the successful bidder in writing by registered letter or e-mail, to be confirmed in writing that its bid has been accepted.

**6.4.2** The issuing of the L.O.I shall not be construed as legal binding until a contract has been agreed and signed between EA and the successful Bidder. The successful Bidder will make available the appropriate resources to ensure that a contract can be agreed and signed by both parties within seven (7) days of the issuing of the Lol.

## **7. CONDITIONS OF CONTRACT**

### **7.1 APPLICABLE LAWS:**

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

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

## **7.2 LICENSES**

The Consultancy shall be responsible for obtaining licenses as required under the Law for performance of the offered Services. Any delay in obtaining the required license shall not be considered "FORCE MAJEURE".

## **7.3 TAXES**

**7.3.1** The Consultancy shall be responsible for all applicable taxes, license fees, Insurance, freight charges, local transportation, handling and other incidental charges etc. incurred or accrued until the final delivery of the Services or other obligations regarding Services.

**7.3.2** Any increase or decrease in the rate of Tax(s), (if any) shall be to the cost or benefit of the EA till final execution of the contract

**7.3.3** Withholding tax (if applicable) shall be deducted as per prevailing rates as notified by Islamic Emirates of Afghanistan.

**7.3.4** The Consultancy will fully inform itself of all Islamic Emirates of Afghanistan Tax Regulation and will pay all taxes, duties, tariffs and impositions lawfully assessed against the Consultancy for execution and performance of the contract.

## **7.4 GOVERNING LANGUAGE**

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

## **7.5 NOTICES**

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

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

## **7.6 CORRESPONDENCE**

**7.6.1** The Consultancy shall not indulge into correspondence with unconcerned office and organizations within or outside EA prior to the award of the contract or later. EA staff authorized in this connection is/are given below;

1. Ghurzang Waziri, Assistant Manager Procurement and Contracts, Etisalat Afghanistan. Email [ghurzang@eand.af](mailto:ghurzang@eand.af) and Contact No. +93 781 204 068.

## **7.7 INTELLECTUAL PROPERTY RIGHTS**

**7.7.1** The Consultancy shall fully indemnify the EA against all actions, claims, demands, proceedings, damages, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any intellectual property rights including copyright, patent rights, design rights and trade marks by use or possession of the service, software and equipment supplied by the contractor.

**7.7.2** If at any time any allegation of infringement of any intellectual property rights including copyright, patent rights, design rights and trade marks by the use or possession of the service, software and equipment supplied by the Consultancy under the contract is made or in the contractor's reasonable opinion is likely to be made, the Consultancy may at its own expense modify or replace the service, software and equipment, without detracting from overall performance, the Consultancy making good to the EA any loss of use during modifications or replacement, so as to avoid the infringement.

## **7.8 AFFIRMATION**

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.

**7.8.1** The Consultancy declares and affirms that:

**7.8.1.1** The Consultancy 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 Consultancy and its shareholders, directors, officers, employees, and agents have not in any way or manner paid any sums, whether in Afghani 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 Consultancy undertakes not to engage in any of these or similar acts during the term of this Contract.

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

**7.8.3** The Consultancy shall sign a declaration on his Letter Head as per specimen annexed.

## **7.9 RESPONSIBILITIES AND OBLIGATIONS**

**7.9.1** The Consultancy shall deliver the Services as defined in the contract.

**7.9.2** The Consultancy shall conform with and abide by the provisions of all Federal, Provincial and Local Laws, Regulations and any other Laws for the time being in force in Islamic Emirates of Afghanistan including all regulation's or by-laws of any local or other duly constituted authority within Afghanistan which may be applicable to the performance of the contract and the rules and regulations of public bodies and companies whose property or rights are affected or may be affected in any way by the works (here in after referred to as "state laws") and shall give all notices and pay all fines required to be given or paid thereby and shall keep EA indemnified against all penalties of every kind for breach of any of the same. For the term of the contract, as far as reasonably practicable and without liability on its part, EA shall provide such information as may be required by the contractor.

## **7.10 ASSIGNMENT**

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

## **7.11 SUB-CONTRACTS**

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

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

## **7.12 CONTRACT AMENDMENTS**

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

## **8. PAYMENTS**

**8.1** The method, conditions and schedule of payments as mentioned in the following clauses shall be applicable.

**8.1.1** EA shall make prompt payment, within thirty days of submission of an invoice/claim by the Consultancy subject to availability of prerequisite documents specified under the contract and adjustment of penalty (if any) on account of late delivery and/or making good defective Services. Confirmation for this shall be from Project Director.

**8.1.2** Payments are subject to deduction of income tax at prevalent rate from the relevant invoices of the Consultancy and paid to the Tax Authorities, except those especially exempted by the authorities. The bank will issue certificate of deductions to the Consultancy to enable him to settle tax returns with the concerned authorities.

## **8.2 SCHEDULE OF PAYMENTS**

Schedule of payment will be on any of the following two options;

**8.2.1** 100% payment on delivery of Services as per Scope of Work/deliverables and acceptance by EA as specified in the contract and issuance of SRN.

**8.2.2** Based on meeting Key Point Indicators or Milestones as specified.

## **9. DUTIES & RESPONSIBILITIES**

### **9.1 AMICABLE SETTLEMENT**

- 9.1.1** The contract will be construed under and governed by THE LAWS OF THE ISLAMIC EMIRATES OF Afghanistan.
- 9.1.2** EA and the Consultancy shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 9.1.3** Except as otherwise provided in the contract, any difference, dispute or question arising out of or with reference to the contract which cannot be settled amicably shall within (30) thirty days from the date that either party informs the other in writing that such difference, dispute or question exists be referred to arbitration.
- 9.1.4** Within 30 days of the aforesaid notice, both parties shall nominate and agree upon a sole arbitrator for commencement of the arbitration proceedings.
- 9.1.5** The arbitration shall be conducted in accordance with the rules and procedure set forth in Laws of Islamic Emirates of Afghanistan. The arbitration Tribunal shall have its seat in Kabul, Afghanistan.
- 9.1.6** The award of the arbitrator shall be final and binding on both parties.
- 9.1.7** The cost of the arbitrator shall be borne equally by both parties.
- 9.1.8** In the event of an arbitrator resigning or becoming incapable or unable to act, the parties shall nominate and agree on a replacement within two weeks of such an event. Proceeding shall continue without recommencing as if such arbitrator had been originally nominated.

## **10. FORCE MAJEURE**

**10.1** Notwithstanding the provisions of the paragraph 9.2, and 9.3, the Consultancy shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

**10.2** 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 of the cause relied on, then the duties, of such party as far as they are affected by 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.

**10.2.3** 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.

**10.2.4** If a Force Majeure situation arises, the Consultancy 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.

### **10.3 INDEMNIFICATION**

**10.3.1** Consultancy 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 Consultancy or its agents or employees. Consultancy agrees to give EA prompt notice of any possible liability.

**10.3.2** If the Consultancy 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 Consultancy under this contract shall be limited to the Total Contract Price.

## **11. TERMINATION OF CONTRACT**

### **11.1 TERMINATION OF CONTRACT FOR DEFAULT**

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

11.1.2 If the Consultancy fails to deliver any or all the deliverables within the time period's specified in the contract or any extension thereof granted by EA.

11.1.3 If the Consultancy fails to perform any other obligation under the contract; or

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

11.1.5 In the event EA terminates the contract in whole or in part, EA may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Consultancy shall be liable to EA for any excess costs for such similar Services. However, the Consultancy shall continue performance of the contract to the extent not terminated.

## **11.2 TERMINATION FOR INSOLVENCY**

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

## **11.3 TERMINATION FOR CONVENIENCE**

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

## **11.4 LIQUIDATED DAMAGES**

**11.4.1** Subject to paragraph 10 (Force Majeure), if the Consultancy fails to deliver any or all 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.

**11.4.2** The Consultancy 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 two percent (2%) 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.

**11.4.3** The value of all Services or part delivery of Services 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 Consultancy shall be deducted from the invoice(s) submitted by the Contractor. The imposition of liquidated damages upon the Consultancy and its payment shall not absolve the Consultancy from its obligations to deliver or from any other liabilities or obligations under the contract

#### **11.4.1 EFFECTIVE DATE OF CONTRACT**

This contract shall become effective from the date of LOA Confirmation.

## **12 NOTICES**

All notices and any other writings in connection with this Contract shall be written in English and sent by registered mail or fax/e-mail immediately confirmed in writing to the following address, unless otherwise advised in writings: -

1. Etisalat Afghanistan;

Ghurzang Waziri, Assistant Manager, Procurement and Contracts  
Etisalat Afghanistan, Head Office Ihsan Plaza Charahi Shaheed Kabul,  
Afghanistan [ghurzang@eand.af](mailto:ghurzang@eand.af)

2. Contractor;

### 13 BID FORM

To,

Etisalat Afghanistan,

.....

Kabul, Afghanistan

Attention; Contracts Co-ordinator.

Dear Sir,

We have examined the conditions of contract and specifications including Addenda Nos. \_\_\_\_\_ of your RFP bearing No..... Receipt of the same is hereby acknowledged. We the undersigned offer to provide/deliver the Service..... (Name of project) on the conditions of contract and specifications for the sum of..... (Total Bid amount for Services in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to complete the delivery of Services as specified in the contract within the implementation schedule effective from the date of signing of contract.

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

RFP No: EA/02-47-2026

Dated: 02 July 2026

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

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

Yours Faithfully,

..... (Signature of authorised person)

..... (Name of authorised person)

..... (Position of authorised person)

(Seal of the company/firm)

## 14. EASECURITY REQUIREMENTS

Bidders shall fill all the fields as per Annexure-B.

### PRICE SCHEDULE TABLE 1

Prices for Services as per scope of work and Deliverables in Afghani or USD

Total Bid Price Summary

S. NO.	DESCRIPTION	AMOUNT FOR SERVICES IN AFS/USD	TAXES IN AFS/USD	TOTAL AMOUNT AFS/USD
		(1)	(2)	(3)

Total Bid Price (AFN or USD).....

Signature of the bidder.....

Discount, if any, shall be clearly shown in price schedule. Discounts showed anywhere else except price schedule will not be considered.

1. The bidder shall also mention clearly the levy or exemption of Tax(s) on the Services being offered. In case the bidder mentions the levy of Tax(s) and later on claims exemption, necessary reduction in price @ of applicable Tax(s) will be made at the time of payment.

## Annexure – A

### Scope of Work – Fixed Asset Physical Verification Services

The selected service provider shall perform independent physical verification of fixed assets at sites/locations identified by the Company as part of the cyclical asset verification process.

The scope of work should include, but not be limited to, the following:

1. Conduct physical verification of fixed assets at approximately 25% of the Company's sites/assets annually, as identified by the Company.
2. Verify the physical existence of assets recorded in the Fixed Asset Register (FAR) using a list-to-floor approach by matching asset details and asset tag numbers with the FAR.
3. Perform floor-to-list verification on a sample basis to identify assets physically available but not recorded in the FAR.
4. Validate and capture the following information for each asset verified:
  - Asset tag number;
  - Asset description;
  - Serial number (where applicable);
  - Physical location/site;
  - Custodian/end-user details (where available);
  - Operational status of the asset.
5. Identity and report:
  - Assets recorded in the FAR but not physically found;
  - Assets physically found but not recorded in the FAR;
  - Assets without tags or with damaged/unreadable tags;
  - Duplicate asset tags, if any;
  - Assets not in use, obsolete, or recommended for disposal/write-off;
  - Assets requiring impairment consideration based on physical condition;
  - Any discrepancies in asset location or asset custodian information.
6. Submit an Asset Verification Exception Report detailing all observations, discrepancies, and recommendations arising from the verification exercise.
7. Provide the complete verification results in an electronic format (Excel or

- other agreed format) containing asset-wise verification status and observations.
8. Coordinate with the Company's Finance Department and relevant site representatives to ensure smooth execution of the assignment while maintaining confidentiality of all Company information.

**Professional fee**

Fee per sites should be quote based on the provinces. Please use the below format for the fee quotation.

Provinces	Fee per site	Fee per BSC	Fee per MSC	Fee per flagship
Badakhshan				
Badghis				
Baghlan				
Balkh				
Bamyan				
Daykundi				
Farah				
Faryab				
Ghazni				
Ghor				
Helmand				
Heart				
Jowzjan				
Kabul				
Kandahar				
Kapisa				
Khost				
Kunar				
Kunduz				
Laghman				
Logar				

RFP No: EA/02-47-2026

Dated: 02 July 2026

Maidan Wardak				
Nangarhar				
Nimruz				
Nuristan				
Paktia				
Paktika				
Panjshir				
Parwan				
Samangan				
Sar-e pol				
Takhar				
Urozgan				
Zabul				

### Annexure-B

Bidders shall fill all the fields in the table below; any missing or non-compliant item may cause disqualification of the proposed system from the EA Security side.

No.	Description	Compliance (YES/NO/NA)	Comments
<b>1</b>	<b>EA Security Requirements</b>		
1.1	The Contractor/Supplier/vendor to sign Non-Disclosure Agreement (NDA) with EA before finalizing RFx/contract/POC agreement as per EANDA process.		
1.2	Contractor/Supplier/vendor equipment (e.g. Servers, PCs, etc.) that are connected to EA network must be securely wiped before taking out of EA premises.		
1.3	The proposed/contracted system shall pass EA Security Audit (Vulnerability		

No.	Description	Compliance (YES/NO/NA)	Comments
	<p>Assessment/Penetration Testing) before go-live/service acceptance by EA. Contractor/Supplier/vendor shall provide SLA for fixing Security gaps based on severity.</p>		
1.4	<p>Contractor/Supplier/vendor shall fix all security issues identified and reported by EA and/or Third Party Contracted to do the testing, with no additional cost</p>		
1.5	<p>Contractor/Supplier/vendor confirms that its products/solution are tested for weaknesses via methods such as Vulnerability Assessment, penetration testing, red teaming exercises and scans that check for compliance against the baseline security standards or security best practices, before the new product or any of its releases is delivered to EA.</p> <p>The Contractor/Supplier/vendor shall provide evidence/report of the security assessment/audit of the proposed solution.</p>		
<b>2</b>	<b>Security Architecture</b>		
2.1	<p>The Contractor/Supplier/vendor shall ensure that proposed solution shall comply with the applicable IT and Telecom Security standards (such as Afg. NESA (SIA) IA V2, Afg. DESC (ISR), Afg. TRA, 3GPP, ETSI, ENISA, CSA, NIST, PCI, ISO, GDPR etc.) The Contractor/Supplier/vendor shall confirm the applicable standard.</p>		
2.2	<p>The proposed solution shall support the latest</p>		

No.	Description	Compliance (YES/NO/NA)	Comments
	operating systems and application versions. Contractor/Supplier/vendor to ensure proposed solutions will run the latest stable software, operating system, and firmware.		
2.3	The solution shall be designed with multi-tier architecture, (Demilitarized Zone (DMZ), middleware, and private network). Any system accessible from the Internet shall be on the DMZ and access to internal sensitive data shall be secured through the middle tier application proxy.		
2.4	The proposed solution should not impact or relax existing EA security control or posture.		
2.5	The performance of the proposed system shall meet the business requirements without disabling or removing any existing security control		
2.6	The Contractor/Supplier/vendor shall provide only secure methods of communication such as HTTPS, SFTP, SCP, TLS1.3, IPSEC, SRTP, SSH v2, SNMPv3 between the proposed nodes. Non-secure protocols such as Telnet, HTTP and FTP shall not be used.		
<b>3</b>	<b>Password Security</b>		
3.1	All Operating Systems (e.g. Linux and Windows) shall be hardened according to well-known standards such as, but not limited to NIST, CIS security benchmark, and NSA.		
3.2	The proposed system includes password management module that supports the following		

No.	Description	Compliance (YES/NO/NA)	Comments
	features:		
3.3	Setting the minimum password length		
3.4	Password complexity, and not accepting blank passwords		
3.5	Maximum password age and password history		
3.6	Account lockout		
3.7	Enforce changing password after first login		
3.8	Prompt / notify for the old password on password changes		
3.9	The password shall be saved in hashed format (i.e. irreversible encryption)		
3.10	Forgetting or resetting password function shall support using OTP or email for verification		
<b>4</b>	<b>Authentication</b>		
4.1	The proposed system shall not provide access without valid username and password.		
4.2	All user access to the proposed system shall support Privilege account Management (PAM) integration.		
4.3	For public web applications, the proposed system supports and uses CAPTCHA or OTP to prevent password dictionary attacks		
4.4	For mobile applications, the proposed system shall support and uses fingerprint authentication method		
4.5	The proposed system supports and uses secure authentication protocols, like Kerberos, LDAP-S, NTLM V2 and above, HTTPs (for web applications)		

No.	Description	Compliance (YES/NO/NA)	Comments
4.6	The proposed system will not use insecure authentication protocols, like NTLM v1, HTTP (for web applications)		
4.7	The proposed system shall support session timeout settings		
4.8	The proposed solution shall support secure API architecture to integrate systems to exchange data where deemed necessary.		
<b>5</b>	<b>Authorization</b>		
5.1	The proposed solution shall support role-based access controls that includes access profiles or security matrix (i.e. Role Name VS. Access Permissions)		
5.2	The proposed system supports role-based access permissions, i.e. Administrator, Operator, Viewer, User...		
<b>6</b>	<b>Software Security</b>		
6.1	The software development and testing will not run on the production systems, and will be running in an isolated environment		
6.2	The software source code will not include clear-text passwords		
6.3	The software code will not include insecure protocols, like FTP, telnet ...etc.		
6.4	The software testing will not use live/production sensitive or PII data unless it's masked as EA security policy		
6.5	The proposed system enforces input and output validation to prevent security attacks, like SQL Injection, Buffer Overflow...etc.		

No.	Description	Compliance (YES/NO/NA)	Comments
6.6	For web portals, the proposed system includes all security controls to prevent / protect from OWASP Top 10 security attacks and risks		
6.7	For mobile application, the proposed system shall include security checks / controls to protect from mobile attacks, like SSL Pinning, Jailbreak, Anti-debug, Anti-hooking, and Advanced Obfuscation...		

No.	Description	Compliance (YES/NO/N A)	Comments
<b>7</b>	<b>Security Event Logging</b>		
7.1	Proposed systems shall support standard logging protocols such as CIFS/Syslog/CSV logs files		
7.2	<p>The system shall generate and support audit logs that contain the following fields (as a minimum):</p> <ul style="list-style-type: none"> <li>a) Username</li> <li>b) Timestamp (Date &amp; Time).</li> <li>c) Client IP Address</li> <li>d) Transaction ID &amp; session information</li> </ul>		
7.3	The proposed solution shall support the integration with EANTP for time synchronization and accurate logging.		
<b>8</b>	<b>Public Cloud Security</b>		
8.1	EA customers' and staff personal data (PII: name, contacts, address, Emirates ID, Passport number, Nationality ...) is encrypted at rest and in transit using a strong industry-standard encryption protocol		
8.2	The Public Cloud setup that stores PII information shall be hosted in the Afghanistan		
8.3	The Public Cloud setup is hosted in a dedicated tenant for EA(i.e. not shared)		
8.4	The Public Cloud data center shall not be moved to another country or location without prior coordination and approval		

	from EA		
8.5	All EA data will be permanently erased from the Public Cloud on termination of the service or support agreement		
8.6	The proposed Cloud system supports EA Cloud Access Security Broker (such as Microsoft MCAS, Netskope CASB)		
<b>9</b>	<b>Virtualization and Container Security</b>		
9.1	If applicable, Bidder shall ensure the proposed virtualized infrastructure, service based and micro services architecture to support multi tenancy, zoning & micro-segmentation, security visibility, secure virtualization (sVirt), trusted image signing, virtual Firewalls, DoS protection, Trusted platform module (TPM), Hypervisor & Host OS security to secure data and resources.		
9.2	The proposed solution shall support integration with EA/Leading Container Security Solution, where applicable, to scan the container images and ensure malware protection of CI/CD pipeline.		

## Annexure – C

### Code of Ethical Conduct

#### Content

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

## 1. Contractor Definition and Scope

1.1. The term Contractor means any person, entity or organization that provides or seeks to provide Etisalat Afghanistan with products, goods, or services. This includes all officers, employees, contractors, subcontractors, and agents of any Contractor.

1.2. This Contractor Code of Ethical Conduct applies to all Etisalat Afghanistan Contractors 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 recognize the importance of earning and maintaining the trust of our customers and stakeholders where we operate.

2.2. We expect our Contractors 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 Contractor Code of Ethical Conduct (**the "Code"**) sets out Contractors' 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 Contractor 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, labor standards, environmental, the responsible sourcing of minerals and health and safety.
- 2.5. The Contractor is encouraged to ensure its own contractors and subcontractors 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. Contractor selection and onboarding**

- 3.1. Etisalat Afghanistan is committed to doing business with the highest standards of ethics and integrity. We expect that our partners, contractors, consultants, agents, etc. will 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 contractors.
- 3.3. The Contractor shall take reasonable steps to ensure that its selection processes also include adequate due diligence on sub-contractors.
- 3.4. The Contractor 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. Contractor monitoring**

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

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

5.5. The Contractor 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 labor, whether in the form of prison labor, indentured labor, bonded labor 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 Contractor shall not permit the use of any form of forced bonded, compulsory labor, slavery, or human trafficking. We will treat any reported incidents seriously, with respect and confidence.
- 6.3. Etisalat Afghanistan condemns all forms of exploitation of children. We remain committed to prohibit and eliminate the use of child Labor in our operations and procurement & supply chain. Our aim is to ensure that all our operations remain in compliance with national regulations. The Contractor shall not knowingly use any child labor 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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 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 behavior.
- 7.2. The Contractor 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 color, 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 Contractor shall not tolerate or enter any form of bribery, including improper offers or payments to or from employees, customers, contractors, organizations or individuals.
- 8.3. The Contractor 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 Contractor shall have an anti-bribery policy that sets out the principle of zero tolerance to any form of bribery or corruption within their organization, 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 Contractor 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 Contractor shall ensure its employees, contractors and sub-contractors are aware of its antibribery policy and how to comply with its requirements.

## **9. Money laundering**

9.1. The Contractor 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 program, designed to ensure compliance with the law including the monitoring of compliance and detection of violations.

## **10. Health & Safety**

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

10.2. The Contractor 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, minimizing, 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 Contractor shall ensure that these health and safety obligations are communicated and applied to all parties including sub-contractors when undertaking any work or activities on behalf of Etisalat Afghanistan.

10.4. Summary of HSE (Health, Safety and Environment) terms and conditions for contractors:

- Contractors, vendors, and contractors 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.
- 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.
- The contractors are required to strictly follow and implement the HSE regulation and standards mentioned during their operations and activities. The instructions are produced primarily for the use of the contractor's management and supervisory staff who are required to ensure that the rules and procedures are brought to the notice of all the contractors' workers and that such rules and procedures are strictly followed by them.

- EA will not be responsible for any damage, loss, incident, legal issues, and non-compliance with HSE standards that may arise from the contractors' activities.

- Contractor 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](mailto:hse@etisalat.af).

For more details about Etisalat Afghanistan HSE Policies and regulations please contact [hse@etisalat.af](mailto:hse@etisalat.af).

## **11.Environment and Climate Change**

11.1.The Contractor shall commit to protecting the environment. Contractors shall minimize their use of finite resources (such as energy, water, and raw materials) and the release of harmful emissions into the environment (including waste, air emissions and discharges to water).

11.2. The Contractor 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 Contractor 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 Contractor must establish and maintain reasonable practices to manage environmental impacts in accordance with internationally accepted norms and principles. The Contractor 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 Contractor 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 Contractor shall report any instances of illegal or unethical behavior 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 Contractor shall regularly promote these Etisalat Afghanistan 'Speak Up' contact details to its employees and any agents or subcontractors working on the Contractor's behalf for Etisalat Afghanistan: via the official Etisalat Afghanistan whistle-blower email [eawb@etisalat.af](mailto:eawb@etisalat.af).

## **13. Health, Safety and Environment (HSE)**

### **Terms and Conditions for EA Vendors/Contractors**

#### **Health Services:**

The contractor must provide health services such as the treatment of first aid injuries, prevention of dehydration, work stress, poor work environment, provide necessary facilities for workers etc. Accident and emergency services

in their areas of operation should be available and should be made known to all employees.

***Safety:***

The contractor must comply with EA, national, and international rules and regulations of the HSE and maintain the workplace free from hazards as well as to ensure that the workers are equipped with appropriate PPE (Personal Protective Equipment). The contractor shall obey permit to work procedure according to HSE and the work permit should be granted by EA HSE team. Contractors must take all necessary measures, at their own costs, to ensure the health and safety of their employees.

***Environment:***

Ensure, as far as is reasonably practicable, no nuisance is caused to the local community and any residents through the emissions of noise, dust, odors, grit, smoke, fumes (known collectively as 'Statutory Nuisances'). Prevent the pollution of the air, water resources and the contamination of land. store wastes securely to prevent spillage and to ensure that waste is removed, treated, prevent damage to wildlife, plants, water, land, and other natural resources. Contractors are required to maintain the highest standards set by EA and ensure that their work locations are free from slip, trip and fall hazards.

**Accidents / Incidents:**

Contractor is obliged to comply with EA Incident's investigation, response & reporting process document. If an incident happens at any EA or contractor premises, it should be reported to EA HSE Team within 03 hours. The initial report shall be submitted to EA HSE Team within 24 hours, using form

number 01. Incidents investigation and report closing shall be completed within 03 working days, using form number 02. Incidents, accidents, environmental emergencies, or complaints, however trivial, must be reported as per Incidents Investigation, Response & Reporting procedure to EA HSE team as soon as on the incident/accident occurrence. Fatalities, lost time injuries, and serious environmental incidents shall be investigated by the Senior Contractor Manager and EA respective department with the help of HSE team.

In addition to compliance with best international and national standards the contractors shall attend all HSE Performance Review meetings with EA upon invitation. Each Contractor shall have dedicated HSE Officers, approved by EA. The Contractor HSE officers shall ensure that their HSE Files, documentation and records are available at site. Contractors shall be required to submit their HSE

Performance reports/statistics to EA HSE team on monthly basis during their contract's validity. The contractor is responsible for their workers and employee's activities to be performed as per HSE policies and procedures. All HSE inspections, assessments, Monitoring and Training must be recorded and reported on daily, weekly and monthly basis.

### ***Rules and Responsibility***

- Contractors, vendors, and contractors 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.
- 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.
- The contractors 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 contractor's management and supervisory staff who are required to ensure that the rules and procedures are brought to the notice of all the contractors' workers and that such rules and procedures are strictly followed by them.
  - EA will not be responsible for any damage, loss, incident, legal issues, and non-compliance with HSE standards that may arise from the contractors' activities.
  - Contractor 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

***General Obligation on Law, Health, Safety, & Environment***

Contractor HSE representations warrant:

- a) That the information provided to EA during the bidding process, before the Contract is signed, and throughout the Contractual relationship, including information regarding its HSE qualifications and performance, was true and correct when given. The Contractor assures that no significant changes have occurred subsequently, that would render such information substantially incorrect or misleading during the execution of the Contract.

**b)** That it has in place, or will timely put in place, adequate management systems, procedures, and practices and adequately qualified Personnel to ensure that it can fulfil its HSE obligations under the Contract throughout its duration.

### General HSE Obligations

The Contractor undertakes to perform its obligations under the Contract in such a way as to ensure a healthy and safe Workplace for its Personnel, EAs' Personnel, and third parties, as well as to avoid damage to the environment. To this end, the Contractor shall:

- a)** comply with applicable Law in matters of HSE at work and protection of the environment.
- b)** Obtain all necessary permits, authorizations, and/or certifications required by the applicable Law for the Contractual performance, and keep them valid throughout the duration of the Contract
- c)** Comply with these HSE Terms and other HSE obligations set out in the Contract
- d)** Abide by good industry best practices, considering the principles contained in the policies adopted by EA, namely the "Health and Safety Policy," "Environmental Policy," and procedures.
- e)** cooperate with EA and third parties (other Contractors, Authorities, etc.) seeking continuous improvement, to ensure that health, safety, and environment are protected to the maximum extent practicable during the performance of the Contract (e.g., participating in HSE risk prevention and mitigation process.)

f) give immediate information to EA on any issue regarding HSE that could impact, jeopardize, delay, or interfere with the proper execution of Contractual performance or activities and/or areas managed by EA.

While EA is committed to safeguarding health, safety, and environment, the Contractor remains fully responsible for any damage to health, safety, or the environment caused by its own Personnel or that of its Vendors, Contractor/Subcontractor.

### **HSE Requirements**

In addition to what is set out in the Contract: a) the Contractor shall use Personnel in accordance with applicable Law and shall implement suitable procedures to ensure timely payment of their remuneration, as well as of all taxes, insurance and social security contributions, as required for by the Law and/or by any applicable collective labor agreement. b) the Contractor shall ensure to establish and communicate appropriate adequate health, safety, and environmental rules to its Personnel present at any time at the Workplace, and implement suitable procedures for monitoring and enforcing compliance with such rules by the Personnel itself c) the Contractor must verify that all its Personnel comply with the Contractual clauses related to personal identification, providing them with badges with photos and appropriate identifying data, logos on uniforms, helmets, etc.

The provision of Personal protective equipment (PPE) is the sole responsibility of the vendors, contractors, and contractors to be provided for their staff and workers. Personal Protective and Safety Equipment, required as listed below, but not limited to.

1. Hard hat/Helmet

2. Safety Glasses
3. Safety Gloves
4. Safety Vest (Green color for Supervisors and Orange color for workers)
5. Safety Shoes (Steel-Toed)
6. Full Body Harness (For Fall protection)
7. Working clothes/Uniform (Afghan clothes are not allowed during work)

Any operation or work activities that require the Fall protection system, the vendor and contractors are required to provide and establish such fall prevention and protection system as per the assessment and requirements that will include the Provision of the Full body harness, with lifeline system, Scaffold with Guardrail system, Mechanical Man lift/Man basket, etc.

#### Guidelines for Health, Safety and Environmental Management Plans

Guidelines for the Health and Safety and Environmental Plan shall include, where applicable to the Contractual activity, an assessment of the following aspects:

- a)** Identification of relevant environmental aspects/impacts and risks.
- b)** Waste management, including need for temporary storage, reuse and/or recovery, specifying the applicable regulations and the required authorization processes.
- c)** Noise mitigation, considering all potential stakeholders: workers, passengers, Personnel present at the Workplace, residential/sensitive receptors located outside airport premises near the Workplaces.

**d)** detailed plan explaining how the Contractor and its Subcontractors shall comply with all environmental and Health and Safety aspects during the execution of the Contractual performance (the plan should include, at least: atmospheric emissions, waste management, soil management, noise, waste water, dust and particle emissions, biodiversity protection, etc.) **g)** environmental emergency management plan, indicating the equipment that must always be available at the Workplaces (absorbent materials/substances, cloths, etc.)

#### Provision Concerning First Aid, Fire Prevention, and Emergency Management

The Contractor/Subcontractor, Vendors and Contractor are responsible for independently organizing and managing the emergencies and medical first aid activities as required.

#### Fire Emergency Measures:

The following measures should be implemented:

- a)** The Contractor must immediately communicate any emergency, of any nature, to EA, through its representative or the available alert channels at the Workplaces
- b)** the Contractor is responsible for autonomously organizing first aid and fire prevention measures based on the characteristics of the Workplace.
- c)** The Contractor shall ensure the presence of Personnel responsible for fire emergency management and first aid, as indicated in the offer and HSE documents, throughout the duration of the Contract. The Contractor shall promptly notify EA of any changes in this Personnel.

**d)** all Contractor's actions pertaining to first aid, fire prevention and emergency management must be carried out in coordination with the existing Workplace emergency plans.

**e)** in case of special activities (e.g. Electrical work, confined spaces, working at heights, etc.), the Contractor shall establish appropriate intervention procedures.

#### Waste Management:

All waste generated from activities related to the Contract must be managed in compliance with the provisions of the Law in force as well as with all the obligations provided for in the Contract and in the Environmental Management Plan. The Contractor, as the waste producer, is responsible for all the activities related to the management of waste and the disposal of resulting materials produced during Contract execution, including packaging waste, in compliance with applicable provisions of Law. In particular, the Contractor/Subcontractor and/or Vendors are responsible for the legal obligations relating to the appropriate management of any temporary warehouses, as well as for archiving and preserving environmental documents. Waste produced by Contractor shall be conferred by them, at their own expense, to authorized waste recovery or disposal entities, where possible. The Contractor is strictly forbidden to set up temporary waste storage areas at the Workplaces, unless otherwise expressly specified in the Contract. In case the temporary waste storage is allowed by the Contract, waste produced by the Contractor shall be stored exclusively in the areas assigned by EA and managed according to the provisions of Law for temporary waste storage.

#### **Summary of HSE (Health, Safety and Environment) terms and conditions for contractors**

- Contractors, vendors 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.
- 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.
- the contractors 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 contractor's management and supervisory staff who are required to ensure that the rules and procedures are brought to the notice of all the contractors' workers and that such rules and procedures are strictly followed by them.
- EA will not be responsible for any damages, loss, incident, legal issues, and non-compliance with HSE standards that may arise from the contractors' activities.
- Contractor 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](mailto:hse@etisalat.af) .

For more details about Etisalat Afghanistan HSE Rules and Requirement including the HSE Policies please contact [hse@etisalat.af](mailto:hse@etisalat.af) .

## **Annexure – D**

### **Compliance Clauses**

#### **1. Anti-Bribery Anti-Corruption**

1.1 The Contractor 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, contractors, sub-contractors 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 (“**Relevant Requirements**”) to the extent applicable to the Parties, and related laws and regulations of Afghanistan.
- (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 Contractor 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 Contractor shall provide such supporting evidence of compliance as [Etisalat Afghanistan] may reasonably request.

1.2 "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;

1.2.1 The Contractor shall immediately and in any case within three (3) days notify [Etisalat Afghanistan] in writing if a Public Official<sup>1</sup> becomes an

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<sup>1</sup> "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

- officer or employee of the Contractor or acquires a direct or indirect interest in the Contractor and the Contractor warrants that it has no Public Officials as direct or indirect owners, officers or employees as of the date of this Agreement.
- 1.2.2 The Contractor 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
- 1.2.3 If any actual or potential Conflict of Interest arises under this Agreement, the Contractor 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.
- 1.3 The Contractor shall ensure that any third party associated with the Contractor 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 Contractor in this [Annex 1]. The Contractor 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 Contractor includes any subcontractor of the Contractor. The Contractor may only engage a third-party (e.g., subcontractor) under this Agreement subject

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*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.*

to [Etisalat Afghanistan]'s prior written approval.

- 1.4 In connection with its relationship to [Etisalat Afghanistan] and each of the transactions established by the Agreement, the Contractor has maintained and will continue to maintain complete and accurate books, records, invoices and other documents concerning payments and expenses.
- 1.5 [Etisalat Afghanistan] or its auditors or representatives may at any time audit Contractor's compliance with this [Annex 1], and the Contractor 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].
- 1.6 [Etisalat Afghanistan] shall be entitled to suspend payments of Contractor invoices that are, or become due in case there is a reasonable believe that the Contractor 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.
- 1.7 The Contractor 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 Contractor.
- 1.8 Breach of this [Annex 1] shall constitute a material breach of this Agreement by the Contractor. If the Contractor 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 Contractor 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:

<b>Affiliated Persons</b>	mean any owner, officer, director, partner, principal, employee, any legal entity with control of or controlled by the Contractor or same owner(s) and/or or agents, contractors or other contractors of the Contractor.
<b>Applicable Sanctions/Export Control Laws</b>	mean the Sanctions Laws and/or the Export Control Laws of the UAE, and any other jurisdiction in which the Contractor deals in Items and/or provides services [including but not limited to US, UK, EU].
<b>Blocked Person</b>	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.
<b>Export Control Laws</b>	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.
<b>EU</b>	Means the European Union
<b>Governmental Authorities</b>	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 Contractor, as required in the context of the relevant Agreement.
<b>Item</b>	means hardware, software including source code, technology, documents, technical data, diagrams and services.
<b>Representatives</b>	mean any third-party employed to act for or on behalf of Contractor including, without limitation, agents, contractors, sub-contractors and professional representatives.
<b>Sanctions Laws</b>	mean economic or financial sanctions or trade embargoes imposed, administered or enforced by Government Authorities with applicable jurisdiction.
<b>Sectoral Sanctioned Entity</b>	means, at any time, any person subject to Sanctions administered or enforced Governmental Authorities.
<b>US</b>	Means the United States of America
<b>UK</b>	Means the United Kingdom of Great Britain and Northern Ireland

<b>UAE</b>	Means the United Arab Emirates
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**Sanctions and Export Control clauses:**

[1. The Contractor 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 Contractor 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 Contractor represents, warrants and undertakes that:

2.1 Neither the Contractor, 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 Contractor 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 Contractor will not cause [Etisalat Afghanistan] to violate any Applicable Sanctions/Export Control Laws;

2.4 The Contractor 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 Contractor 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 Contractor shall notify [Etisalat Afghanistan] in writing as soon as possible if:

(i) the Contractor, 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 Contractor, 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 Contractor 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 Contractor, 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 Contractor during the period of any such audit. Contractor, 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 Contractor agrees that non-compliance with any of the representations and/or obligations set out in this Agreement by the Contractor, 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 Contractor for cause without liability as specified in the Agreement.

8. The Contractor 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 Contractor, 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 Contractor 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 Contractor, 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 Contractor, 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 facilitating 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 Contractor 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 Contractor, that prohibit engaging in or facilitating financial transactions that promote or conceal unlawful activity in any jurisdiction.

2. The Contractor represents and warrants that:

- i. the Contractor 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 Contractor has in place procedures aimed at preventing AML/CFT violations; and the Contractor 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.

## Annexure-E

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

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	
Company Financial Statement/bank statement for last two years	
Experience over the last two years	