

## **Terms of Reference**

**No. EA/02-49-2025**

### **Provision of Inland Transportation Services**

1. Etisalat Afghanistan invites bids from qualified and experienced bidders for the provision of inland transportation services, as detailed in the RFP Annexure.

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

2. RFP deadline is **September 22, 2025, Afghanistan time.**

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

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

5. The bidder shall submit the proposal with separate (Technical and Commercial) parts. The commercial part must be a password-protected document for a soft copy of the proposal, and we will request the password once the concerned committee opens bids (starts the bid's commercial evaluation). The bids shall be first evaluated technically. Technical evaluation will be based on the conformity to required technical specifications and compliance matrix specified in the Bidding Documents. Only technically compliant bids that meet all the mandatory service-effecting requirements will be evaluated commercially.

6. Etisalat Afghanistan reserves the right to accept or reject any or all bids and to annul the bidding process at any time, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the affected bidder(s) of the grounds for Etisalat Afghanistan action.

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

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Title: Specialist procurement and Contract

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## TERMS OF REFERENCE

(TOR)

FOR

Provision of Inland Transportation Service



## Etisalat Afghanistan Terms of Reference For Provision of Inland Transportation Services

### 1. DEFINITIONS

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

#### 1.1 Terms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Terms and Conditions.

### 2.1 Payment Terms;

- 100% Payment on completion of delivery to the concerned location.
- Payment shall be made within thirty (30) days of submission of invoice(s) with required documents through direct transfer to the contractor's bank account.
- No advance payment shall be made to the supplier.

### 2.2 Requirements for Qualification:

The proposal must meet the following minimum threshold requirements before the evaluation committee will evaluate it. If these threshold requirements are not met the proposal will not be considered.

- a. If the firm is a partnership, joint partnership, or any other form of legal association, provide information about the country and date of partnership and list of all partners.
- b. If the firm is a subsidiary of another organization, information about the parent organization e.g. legal name under which it operates, name of its Chief Executive, contact details, as well as information about the legal relationship between the firm and the parent organization.

### 2.3 Past Performance:

The firm must describe past performance on similar public and or private agency contracts, including past performance on similar works for any other telecom company.

### 3. Reference:

In order to verify satisfactory past performance, the proposal should also include three references from major public or private companies, or private agency clients for whom the firm has provided services within the past three years with the name, title, address of the owner or manager with whom the firm worked.

### 3. General:

3.1 The company should provide the inland transportation services inside Afghanistan.

3.2 Bidder must make a statement confirming that if a contract is awarded, the bidder shall be liable for liquidated damages as per the contract if they fail to perform contractual obligations.

3.3 All the rate must be quoted in Afghani currency only in the Annexure-A

3.4 Etisalat Afghanistan reserves the right to accept any or all proposals or cancel the tender at any time without any liability from proposals.

3.5 Vendor/Bidder must sign and stamp each page of this document and return it with proposal.

3.6 Quoted prices shall be inclusive of all applicable Government taxes and vendor should include all the charges on provision of inland transportation services. And request for inclusion of any charges on quoted prices after opening of bid is not acceptable. The Items to be shifted on time to the destinations assigned by Etisalat Afghanistan.

3.7 The delivery, loading/unloading charges should be as per Annexure-A

3.8 Compensation for lost/damaged items will be as per the market value/selling value of the items.

3.9 Etisalat Afghanistan additional requirement (if any) can be negotiated during the bidding process period.

### 4. ANNEXURES:

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

1. Annexure-A ..... Scope of Work and Price list
2. Annexure-B..... Supplier Code of Ethical Conduct.
3. Annexure-C ..... Compliance Clauses.

## Annexure-A

### Scope of Work:

- 1- To provide Etisalat Afghanistan with Inland transportation services and facilities as per Etisalat Afghanistan requirements (operation round the clock 24 hours a day, 7 days a week for transportation of its logistics needs) within the territory of Afghanistan.
- 2- Transporter must ensure that the drivers operate the vehicles in accordance with the applicable laws of the Islamic Emirate of Afghanistan. And that all the drivers are holding legal driving license from the competent authority of Afghanistan, in the event of any violation by transporter of traffics laws and rules or other applicable laws Etisalat shall not bear any responsibility for any such violation.
- 3- Transporter shall be responsible for any and all maintenance, fuel, servicing and cleaning needs of the vehicles, and all accident and repair costs. The vehicles should compliant with applicable insurance, safety and other requirements as per international standard.
- 4- Transporter shall ensure to provide enough labor with trucks for the purpose of loading and unloading, and loading and unloading will be the sole responsibility of the transporter.
- 5- Each 10-foot truck has to be accompanied 2 laborers.
- 6- Each 20 and 40-foot truck has to accompany 4 laborers
- 7- There should be a separate price for extra labor.

### LOSS AND DAMAGE

The transporter will be held responsible while the shipment is on the way, and the transporter will ensure 100% security during the handling of the consignment. Transporter will compensate in case of Loss or damage of the consignment (except in case of air crash and/or explosion).

**Note: You are requested to share your prices in the attached Excel sheet as well, since we require a soft copy of the prices for evaluation.**



Description					Price in AFN										
No	FROM	TO	FROM	TO	10 FT	20 FT	1-50 KGS	51-100 KGS	101-200 KGS	201-500 KGS	10 TON CRANE	20 TON CRANE	30 TON CRANE	Delivery time	Extra labor
1	kabul	kabul	kabul	Kabul											
2	kabul	parwan	Parwan	kabul											
3	kabul	kapisa	kapisa	kabul											
4	kabul	panjsher	panjsher	kabul											
5	kabul	Baghlan	baghlan	kabul											
6	kabul	Kunduz	kunduz	kabul											
7	kabul	Badakhshan	badakhshan	kabul											
8	kabul	Takhar	takhar	kabul											
9	kabul	Samangan	samangan	kabul											
10	kabul	Mazar sharief	Mazar e sharif	kabul											
11	kabul	Jawzjan	jawzjan	kabul											
12	kabul	Sarepul	sare pul	kabul											
13	kabul	Fariab	fariab	kabul											
14	kabul	bamyan	bamyan	kabul											

15	kabul	dykund i	dykundi	kabul											
16	kabul	Ghor	Ghor	kabul											
17	kabul	ghazni	ghazni	kabul											
18	kabul	Paktia	paktia	kabul											
19	kabul	paktika	paktika	kabul											
20	kabul	Logar	logar	kabul											
21	kabul	Kunar	kunar	kabul											
22	kabul	Laghm an	laghman	kabul											
23	kabul	Nangar har	Nangarh ar	kabul											
24	kabul	Maidan wardak	Maidan wardak	kabul											
25	kabul	Zabul	zabul	kabul											
26	kabul	Kanda har	kandaha r	kabul											
27	kabul	Helma nd	Helmand	kabul											
28	kabul	Hirat	Hirat	kabul											
29	kabul	Farah	farah	kabul											
30	kabul	Badghi se	badghis	kabul											



31	kabul	Khost	khost	kabul											
32	kabul	Nemroz	Nemroz	kabul											
33	kabul	Uruzgan	Uruzgan	kabul											
34	kabul	Nuristan	Nuristan	kabul											
35	Mazar	Kunduz	Kunduz	Mazar											
36	Nangarhar	Mazar	Mazar	Nangarhar											
37	Nangarhar	Kandahar	Kandahar	Nangarhar											
38	Nangarhar	Herat	Herat	Nangarhar											
39	Nangarhar	Kunduz	Kunduz	Nangarhar											
40	Kandahar	Mazar	Mazar	Kandahar											
41	Kandahar	Herat	Herat	Kandahar											
42	Kandahar	Kunduz	Kunduz	Kandahar											
43	Herat	Mazar	Mazar	Herat											
44	Herat	Kunduz	Kunduz	Herat											

Description	Size	Location	Price in AFN
Forklift for a full day	2-10 Ton	All provinces	
Forklift Per container loading	2-10 Ton	All provinces	
Forklift Per container unloading	2-10 Ton	All provinces	

Item Name	Loading Time	Location	Size of Crane		
Crane	full day	All provinces	10 Ton	20 Ton	30 Ton
Prices					

Item Name	Loading Time	Location	Price /Afs
20Ft truck	full day	All provinces	
10Ft truck	full day	All provinces	

NO	Route	Vehicle Type	Unit Price - Afs/20 FT Container	Unit Price - Afs/40 FT Container
1	From: Kabul to Mazar / From: Mazar to Kabul	Truck		
2	From: kabul to Kunduz / From: Kunduz to kabul	Truck		
3	From: Kabul to Jalalabad / From: Jalalabad to Kabul	Truck		
4	From: Kabul to Kandahar / From: Kandahar to Kabul	Truck		
5	From: kabul to Herat / From: Herat to kabul	Truck		
6	From: Kabul to Nimroz / From: Nimroz to Kabul	Truck		
7	From: Kabul to Farah / From: Farah to Kabul	Truck		

**Information:**

The following information shall be submitted with your offer

<b>Bidder Contact Details</b>	
Bidder Name	
Bidder Address	
Bidder Email Address	
Bidder Phone Number	
Bidder Contact Person Name	
Bidder Contact Person Phone No	
Bidder Contact Person Email Address	
Bidder Registration License Number	
License Validity	
TIN Number /Tax Number	

# Contract – Annexure B:

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

### Content

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## 1. Supplier Definition and Scope

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

## 2. Purpose of this Code

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

## 3. Supplier selection and on-boarding

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

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

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

#### **4. Supplier monitoring**

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

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

#### **5. Data Protection, Privacy and Confidentiality**

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

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

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

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

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

#### **6. Modern Slavery, Child Labour, and Human Trafficking**

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

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

## 7. Discrimination

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

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

## 8. Bribery and Corruption

8.1. Etisalat Afghanistan's stance on avoiding Bribery and Corruption means that regardless of local customs, we never receive or provide Gifts, Entertainment, Hospitality or any other benefits that are motivated by an improper purpose, such as to gain an inappropriate business, personal or other advantage.

8.2. The Supplier shall not tolerate or enter into any form of bribery, including improper offers or payments to or from employees, customers, Suppliers, organisations or individuals.

8.3. The Supplier shall abide by all applicable anti-corruption laws and regulations of Etisalat Afghanistan and applicable laws in the country, including the Foreign Corrupt Practices Act ("FCPA") and applicable international anti-corruption conventions.

8.4. The Supplier shall have an anti-bribery policy that sets out the principle of zero tolerance to any form of bribery or corruption within their organisation, including facilitation payments.

8.5. In the course of doing business with or on behalf Etisalat Afghanistan or fulfilling any agreement or contract with Etisalat Afghanistan, the Supplier must not in relation to any public or government official, offer, give, promise, receive or request any bribes (financial or any other improper advantage).

8.6. The Supplier shall ensure its employees, Suppliers and sub-Suppliers are aware of its antibribery policy and how to comply with its requirements.

## 9. Money laundering

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

## 10. Health & Safety

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

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

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

## 12. Speak Up

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

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

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

**ANNEXURE C, (RFP Compliance Clauses):**

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

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

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

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

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

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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 a public international organization such as the World Bank or United Nations, or any department or agency of those types of organizations, (v) any official, representative, or employee of a company that is under even partial ownership or control by a government.

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

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

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

## 2. Export Controls and Sanctions

### Definition Section:

<b>Affiliated Persons</b>	mean any owner, officer, director, partner, principal, employee, any legal entity with control of or controlled by the Supplier or same owner(s) and/or or agents, suppliers or other Suppliers of the Supplier.
<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 Supplier 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 Supplier, 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 Supplier including, without limitation, agents, Suppliers, sub-Suppliers 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

**Sanctions and Export Control clauses:**

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

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

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

Laws;

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

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

2.4 The Supplier shall provide to [Etisalat Afghanistan], prior to delivery of any Items that would be classified under applicable Export Controls, [i] a schedule identifying in writing the export controls regime to which the Items are subject and, [ii] the appropriate export controls classifications (e.g., Export Control Classification Numbers) with respect to each Item, in sufficient detail to enable [Etisalat Afghanistan] to ascertain any export control that may apply to [Etisalat Afghanistan]; and

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

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

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

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

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

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

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

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

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

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

Export Control clauses, including violation or alleged violation of any Applicable Sanctions/Export Control Laws.

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

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

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

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

2. The Supplier represents and warrants that:

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