

TENDER NOTICE

No. EA/02-46-2025

Supply of Diesel to Etisalat Afghanistan Sites

Offers are invited from companies of repute or their authorized agents for **“Supply of Diesel to Etisalat Afghanistan Sites”** according to Etisalat Afghanistan Scope of Work as per RFP. Bid Documents are available in Etisalat head office and can be obtained from “Director Procurement”, Foreign Companies from outside of Afghanistan and Local Companies can submit their offer by email or in sealed envelope to Etisalat Main Office, Ihsan Plaza Share Now.

2. Proposal can be submitted in sealed envelope to Etisalat Afghanistan Main Office Ihsan Plaza, Shahr-e-Naw Kabul or can be shared through email (eahmadzai@etisalat.af) by **14 September 2025**. Sealed bids shall be submitted in envelope marked as **“Supply of Diesel to Etisalat Afghanistan Sites”** Or if you are sharing through email please clearly indicate **“Supply of Diesel to Etisalat Afghanistan Sites”** on the subject line of your email.

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

4. 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.

5. All correspondence on the subject shall be addressed: Email Ahmadzai, Specialist Procurement and Contracts, Email; eahmadzai@etisalat.af , Phone: 0781204100.

6. The Bidder should register their Company with Etisalat Afghanistan (EA) before submission of their proposal and it is mandatory. Please download the vender registration form (VRF) from EA Website (<https://www.etisalat.af/en/about-us/doing-business-with-us/tenders>) and submit the signed and stamped VRF along with below required documents to EA Procurement Department or can be share via email as well.

7. Registration Documents: 1- Signed and stamped VRF 2- Company Profile 3- Business License 4- President and Vice President ID Cards/Tazkira Copies 5- Article of Association اساس نامه

8. If you submit your commercial part of a proposal by email, please provide it in password-protected document/ format. We will request the password once here the concerned committee started the bid's commercial evaluation.

Ihsanullah Zirak

Director Procurement & Supply Chain

Ihsan Plaza, Shar-e-Naw, Kabul, Etisalat Afghanistan

E-mail: Ihsanullah@etisalat.af

TENDER DOCUMENT

FOR

Supply of Diesel to Etisalat Afghanistan Sites

**AS PER ETISALAT AFGHANISTAN SPECIFICATIONS,
SCOPE OF WORK and TERMS & CONDITONS**

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

"Acceptance Test(s)" means the test(s) specified for quality check and acceptance.

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

"BoQ " stands for Quantities of Diesel to be supplied as per Scope of Work 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.

"Contract" means the Contract between Etisalat Afghanistan (EA) and the Contractor and comprising documents enumerated therein, such as the Conditions of Contract, the Deliverables, the Specifications and the Contractor's offer and correspondence relating thereto, the Bill of Quantities with unit prices to be provided by the Contractor.

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

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

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

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

“Day” means calendar day of the Gregorian calendar.

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

“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 contractor up to the point the Goods are handed over to consignee/ultimate consignee, are included in the price of the Goods.

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

“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 the Islamic Emirate of Afghanistan and having office at Ihsan Plaza Charahi Shaheed Kabul in person or any person dully authorised by it for the specific purpose for the specific task within the Contract and notified to contractor in writing.

“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.

"Goods" means the Diesel to be supplied as per quality and specifications provided by EA.

"Goods Receipt Certificate" means certificate issued by the consignee certifying receipt of Goods in good order and condition.

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

"L.o.A" means a Letter of Award issued by EA to successful bidder with regard to the award of Contract.

"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.

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

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

"Specifications" means the specifications, provided in the RFP and its annexure.

"Site" means the land or locations, buildings and other places including containers shells wherein and upon which the Goods are to be supplied/delivered, and such other land or places as may be specified in the Contract as forming part of the site.

"Supplier" 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 contractor" for a consortium.

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

“Subcontractor” means any person to whom execution of any part of the supply is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.

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 - 2000

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^{er}, and 75008 Paris, France.

1.6 Entire Agreement / Contract

The Contract together with annexes referred to in the contract document constitutes the entire agreement between EA and Contractor with respect to the matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) with respect thereto made prior to the date of Contract.

i. Amendment

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

ii. Independent Contractor

The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto. Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or sub-contractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of EA, and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or subcontractors and EA.

1.7 Joint Venture or Consortium

If the Contractor 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.

1.8 Waiver

No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorised representative of the party granting such waiver and must specify the right and the extent to which it is being waived.

1.9 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

Bids are invited for supply of Diesel for Etisalat Afghanistan Diesel Generator sets installed at various locations throughout Afghanistan. Average monthly estimated requirement for Etisalat Afghanistan BTS Sites, Offices and Guest Houses is **760,000** Liters. This quantity may vary up or down with small percentage. Specification for the Diesel is as per Annexure – A. **Scope of Work is as per Annexure A,B,C,D,E, and F.**

The award of the contract will be on the basis of technically compliant (as per EA specifications) and price wise lowest bid. In cases where EA finds a better offer and strength of bidder to execute contract, lowest price will not be the criteria for award.

The Diesel is to be supplied based on the delivery schedule as specified in the contract/individual Purchase order/delivery plan to be issued from time to time during the validity period of the contract.

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) Pricing Schedule.
- viii) Responses to the Bid Document.

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

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

2.4 VARIATION IN QUANTITIES

EA reserves the right at the time of award of and during the validity of contract to increase or decrease the quantity of Diesel required without any change in the agreed unit price or other terms and conditions.

3 DOCUMENTS TO BE SUBMITTED

The bid shall comprise the following documents:-

3.1 Commercial Proposal

The Commercial Proposal of the bid shall comprise the following documents.

a) **Bid Form**

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

b) **Price Schedule**

The Bidder shall complete the appropriate Price Schedule furnished in the Bidding Documents

3.2 Compliance to Bid Terms and Conditions;

3.2.1 Bidder shall submit compliance to all clauses of the tender document;

3.3 Bidder shall submit Company's profile and technical expertise as follows:

- i) Company history, background
- ii) Registered offices and contacts within Afghanistan Organization.
- iii) Management and staff strength.
- iv) Areas of specialization.
- v) Experience in the relevant field.
- vi) Number of Tankers/Vehicles owned and hired.
- vii) Present Clients with volume/quantity of Diesel being supplied on monthly/yearly basis.
- viii) Contact details of present clients.
- ix) Facilities log for the past performance both in land or if any abroad.
- x) Audit Accounts for the past 3 years

3.4 FORMAT AND SIGNING OF BID

3.4.1 The bidder can submit the Bid hardcopy or via email eahmadzai@etisalat.af and CC Ihsanullah@etisalat.af.

3.4.2 The hard copy or offer via email the attachments 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 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.

3.4.3 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.

3.5 SUBMISSION OF BIDS

3.5.1 The Bidders shall seal the original & each separate copy of the bid in inner and outer envelope, duly marking the envelope as original and copy, which can easily be dropped in tender box placed in EA Head Office, Ihsan Plaza Charahi Shaheed Kabul.

3.6 DEADLINE FOR SUBMISSION OF BIDS

3.6.1 Bids must be received by EA at the address specified under paragraph 3.5.1 not later than **14 September 2025**, known as the Submission Date.

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

3.7 MODIFICATION AND WITHDRAWAL

3.7.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawals is received by EA prior to the deadline prescribed for submission of bids.

3.7.2 The Bidder's modification or withdrawal notice can be sent by e-mail but followed by a signed confirmation copy by post marked and received not later than the deadline for submission of bids.

3.7.3 Subject to paragraph 3.7.1, no bid may be modified subsequent to the deadline for submission of bids.

3.7.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form.

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

3.8 AMENDMENT IN DOCUMENTS

At any time prior to the deadline for submission of bids, EA may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Bidder, modify the provisions of RFP/Bidding Documents by circulation of formal notification of amendment to all those parties who have obtained the RFP Bidding Documents.

The amendment will be notified in writing by e-mail to all prospective Bidders who have obtained the RFP Bidding Documents and will be binding on them.

4 COMMERCIAL TERMS

4.1 BID CURRENCY

Prices shall be DDP and quoted in Afghanis.

4.2 BID PRICE

4.2.1 The bidder shall quote the prices as per Annexure – B

4.2.2 The bidder will quote all costs and charges including duties, taxes, insurance, handling services, and transportation charges up to destination/delivery site.

4.2.3 The price of the Goods quoted on DDP basis shall be inclusive of all duties/taxes and delivery charges up to the final destination site as mentioned in this bid document.

4.2.4 The bidder shall also mention clearly the levy or exemption of Tax(s) on the Goods being offered on DDP basis. In case the bidder mentions the levy of Tax(s) and later on after the supply of Goods 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 particular item). 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.

4.2.8 The Price Schedule shall be completed strictly in accordance with the Bill of Quantities. In case the price schedule is in different format than the BoQ 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.

4.3 PERIOD OF VALIDITY

4.3.1 Bids shall remain valid for 150 (one hundred and fifty) 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 PRELIMINARY EXAMINATION

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

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

5.1.3 If the Bidder does not accept the correction of errors, its bid will be rejected.

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

Prior to the detailed evaluation, pursuant to paragraph 5.1, EA will determine the substantial responsiveness of each bid to the Bidding Documents. For this purpose a substantially responsive bid is one which conforms to the terms and conditions of the Bidding Documents without material deviations. A material deviation is one which being inconsistent with the Bidding Documents affects in any substantial way the scope, quality or prescribed delivery schedule or which limits in any substantial way, the purchaser's rights or bidder's obligation under the contract. EA's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

5.1.5 A bid determined as substantially non-responsive will be rejected by EA and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

5.1.6 EA may waive off any minor informality or non-conformity or deviation provided such waiver does not prejudice or affect the relative ranking of any

Bidder.

5.1.7 Disclosure of fact (s) at any stage from bid opening till successful completion/performance of contract will render the bid, the bidder, the contract, the contractor ineligible, had the fact (s) would have been disclosed at an earlier stage and which would have caused rejection of the bid, or disqualification of the bidder, or would have resulted in the termination of contract.

5.2 DETAILED EVALUATION:

5.2.1 Only such bids shall be considered for evaluation which has been previously determined as substantially responsive and the prices have been quoted strictly in accordance with Bill of Quantities (BOQ).

5.2.2 Award shall be offered to the bidder whose bid is technically acceptable and having been evaluated as the price wise lowest in manner as specified in paragraph 5 on complete list basis. EA reserves the right to award the contract to more than one vendor as per award criteria.

5.3 CLARIFICATIONS

To assist in the examination, evaluation and comparison of bids EA may, at its discretion, ask the bidder for a clarification of its bid. 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.

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

5.4 INFLUENCING EVALUATION

Bidder shall not contact EA on any matter relating to its bid, from the bid opening till the time the contract is awarded.

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.

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

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

The bidder shall provide a certificate duly attested to the affect 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

6.1.1 EA will award contract to the successful Bidder(s) whose bid has been determined substantially responsive and has been determined as the lowest evaluated bid as per Clause 5.2 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.

6.1.2 In order to encourage a multi contractor environment, EA reserve the right to award the tender to more than one bidder based on geographical area or any other criteria determined suitable to EA requirements.

6.2 ASSESSMENT OF PERFORMANCE

During evaluation EA will check the previous performance of bidder with EA or any other organization.. EA reserves the right to reject bid which in the opinion of EA do not meet substantially its (EA) requirement.

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

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

The issuing of the Lol 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.

Upon the successful Bidder's furnishing of performance security pursuant to paragraph 6.5, EA will notify each un-successful bidder.

6.5 PERFORMANCE SECURITY

The successful bidder prior to signing of the contract or within seven (7) days of signing the contract shall furnish the performance security, in accordance with the conditions of contract and the tender document in the performance security form provided in the bidding/tender documents.

Failure of the successful Bidder to comply with the requirements of clause 6.5.1 and 6.5.2 shall constitute sufficient grounds for the annulment of the award and cancellation of registration of bidder with EA, in which event EA may make the award to next lowest evaluated and technically compliant bidder or call for new bids.

The performance security shall be denominated in Afghani and shall be in following form:

6.5.1 An unconditional irrevocable Bank Guarantee issued by a Bank located in Afghanistan and in the form provided in the Bid Documents. The performance security shall remain valid till the validity of contract or any extended period as mutually agreed between EA and the contractor. The performance security will be discharged by EA not later than 30 days following the date of completion of the contract.

6.5.2 Within ten (10) working days from the date of the Contract being signed by the Parties, the Contractor shall submit a Performance Bond in the form of an irrevocable and unconditional Bank Guarantee, in the aggregate sum of **AFs 2,500,000/- (Two million and Five Hundred Thousand Afghani only)** from a licensed recognized bank to Etisalat. (Kindly note that the Bank Guarantee will be required only from the winning bidder, no need to submit BG with the offer)

7. CONDITIONS OF CONTRACT

7.1 APPLICABLE LAWS.

- a. The contract shall be construed and governed in accordance with the laws of the Islamic Emirate of Afghanistan.
- b. The contractor shall respect the provisions contained in Tax Laws notified by the Government (Islamic Emirate of Afghanistan).

7.2 EXPORT/IMPORT LICENSES

For Goods under the contract, the contractor shall be responsible for obtaining import licenses as required. Any delay in supply caused due to import license shall not be considered "FORCE MAJEURE".

7.3 TAXES AND DUTIES

Contractor shall be responsible for all applicable Taxes, Duties, License fees, Insurance, Freight charges, Local transportation, handling and other incidental charges etc. incurred or accrued and any other obligations until the final delivery of the Good. Any increase or decrease in the rates of Tax(s), (if any) shall be to the cost or benefit of the EA till final execution of the contract.

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

Any increase or decrease in rates of duties and Taxes prevailing as on the date of contract shall be to the cost or benefit to EA.

The contractor will fully inform itself of all Islamic Emirate of Afghanistan Tax Regulation and will pay all taxes; duties, tariffs and impositions lawfully assessed against the contractor for execution and performance of the contract.

The contractor will be responsible for payment of all local insurance and transport charges on Goods up to the delivery at the EA designated premises/site. The contractor will be responsible for transportation,

handling, storage and insurance of the Goods supplied under the contract until the issuance of GRN.

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

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.

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

7.6 CORRESPONDENCE

The contractor shall not indulge into correspondence with unconcerned offices and organizations within or outside EA prior to the award of the contract or later. EA staff authorized in this connection is given below;

1. (eahmadzai@etisalat.af)

7.7 INTELLECTUAL PROPERTY RIGHTS

The Contractor 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.

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 Goods, materials, equipment's and software

supplied by the contractor under the contract is made or in the contractor's reasonable opinion is likely to be made, the contractor may at its own expense modify or replace the Goods, materials, equipment and software, without detracting from overall performance, the contractor 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.

a. The Contractor declares and affirms that:

The Contractor 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 Contractor and its shareholders, directors, officers, employees, and agents have not in any way or manner paid any sums, whether in Afghanis or a foreign currency and whether in Afghanistan or abroad, given or offered to give any such gifts and presents in Afghanistan or abroad, to any staff or employee of EA or any other person to procure this Agreement. The Contractor undertakes not to engage in any of these or similar acts during the term of this Contract.

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

c. The Contractor shall sign a declaration on his Letter Head as per specimen annexed.

7.9 STANDARDS & SPECIFICATIONS

The Goods (Diesel) supplied under this contract shall conform to the standards mentioned in the Technical Specifications.

7.10 CONFIDENTIALITY OF INFORMATION

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

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

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

7.11 QUALITY

The Diesel to be supplied under the contract must be of the highest quality and free from impurities and must meet or exceed the requirements set forth for the international standards for Petroleum product specification and as per ANSA Specifications. Supply of poor quality of Diesel will result in termination of contract.

7.12 RESPONSIBILITIES AND OBLIGATIONS

The contractor shall arrange DDP delivery to EA's designated location(s)/premises/site (s).

The contractor 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 Emirate 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.

It is the responsibility of the supplier to inspect any un-familiar location to determine site location. Size of the tank and accessibility to the storage tanks (See provinces listed in annexure A)

7.13 ASSIGNMENT

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

7.14 SUB-CONTRACTS

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

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

7.15 CHANGE OF ORDER

EA may at any time, by written order given to the Contractor, make change within the general scope of the contract in any one or more of the following:

7.16 CONTRACT AMENDMENTS

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

DELIVERY

7.16.1 Delivery of the Diesel must be made by the contractor within 2-3 hours of the telephonic order or mail by designated EA staff in accordance with the terms specified by EA in the RFP/Bid Documents and the conditions of contract and it (diesel) shall remain at the risk of the contractor until its (diesel) delivery to the destination. Time is of essence in supply of diesel, failure to meet the time line will result in imposing of liquidated damages by EA.

7.16.2 A delivery ticket must be left with the person signing the receipt of diesel and a copy be attached with the invoice.

7.16.3 Contractor must have proof of truck meter annually inspected, calibrated and sealed by a Quality & Standard organization such as ANSA in Afghanistan. Failure to this will result in cancellation of contract without any compensation to contractor.

7.16.4 The delivery will occur in those provinces in where Etisalat has BTS sites or plan to have sites in the future. The supplier should make sure they have adequate mean of transportation (small and big diesel fuel tanks) to supply fuel to all provinces each week (should it be required). Etisalat administration department will supervise the delivery of the fuel to each single site and check the fuel quantity and quality. Any fraud will be immediately reported to Etisalat for legal action against the supplier

7.16.5 Contractor will be required to supply diesel to hilltop sites during both the summer and winter seasons.

7.16.6 Supply of Diesel must be started by the contractor within one month of signing of contract by both parties.

7.17 DOCUMENTS

Contractor shall provide following documents.

7.17.1 Copies of the contractor's invoice (s) showing Goods description, quantity, unit price, total amount.

7.17.2 Delivery note/transporter's/truck receipt duly verified/acknowledged by the Consignee.

7.17.3 Consignee's certificate that the Goods have been received in good order and condition issued by EA authorised staff

7.17.4 Tax(s) payment documents.

7.18 INSPECTION AND TESTS

7.18.1 EA reserves the right for itself and/or its nominee to test the supplied diesel for quality check and to insist on any test, which he may deem necessary.

7.18.2 Should any inspected or tested Diesel fail to conform to the specifications, EA may reject it and the contractor shall replace it on his (Contractor) cost.

7.18.3 The quality of diesel fuel will be checked by Etisalat Administration and technical departments by testing fuel in the government labs. A government tested fuel certificate will be required each three months from the supplier companies, to attest the specified fuel quality they deliver.

8. PRICES & PAYMENTS TERMS

8.1 Prices

8.1.1 Bidder is to quote prices according to the following formula:

(As per formula as Hairatan Wholesale Price + Supplier Profit (this price shall include taxes, transportation, insurance, etc.) as below

8.1.2 Bidder will submit his monthly price in the beginning of each month for approval

8.2 Payment Terms

8.2.1 EA shall pay to the contractor Hundred percent (100%) of the amount of quantity delivered to EA designated location/premises/site against invoice to be submitted by contractor along with GRN and good quality certificate.

8.2.2 EA shall make prompt payment, within thirty days of submission of an invoice/claim by the contractor subject to availability of pre requisite documents specified under the contract and adjustment of penalty (if any) on account of late delivery and/or defective Goods replacement after confirmation from designated staff of EA.

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

8.2.4 The contractor shall submit each individual invoice "net of discount offered (if any)"

9. DUTIES & RESPONSIBILITIES

9.1 CONTRACTOR'S NEGLIGENCE

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

9.2 DELAYS IN PERFORMANCE

9.2.1 Delivery of the diesel shall be made by the contractor in accordance with the delivery plan.

9.2.2 Time is of essence in delivery of Diesel to sites. All timelines are to be strictly adhered to. Any delay on part the contractor in performance of its supply/delivery obligations shall render the contractor liable to any or all penalties and termination of the contract. The contractor shall promptly notify EA in writing of the facts of the delay, its likely duration and its causes.

9.3 CONTRACTOR'S DEFAULT

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

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

9.3.3 If EA have to incur extra cost for procuring Diesel not delivered in accordance with the Contract/delivery schedule on the date of such termination, the Contractor shall pay on demand within one month the amount of such extra costs incurred by EA.

9.3.5 If the contractor fails to complete any of his obligations within the extended time mutually agreed between the parties under "FORCE MAJEURE" and EA shall have suffered any loss from such failure, EA shall be entitled to deduct from the contract price at the rate of two (02) percent per week of the contract value of the Goods up to 20% maximum. Once the maximum limit is reached, EA will be at liberty to terminate the contract without any liability form and compensation to contractor and cancel the registration of contractor and ban him for any future business with EA.

9.4 AMICABLE SETTLEMENT

9.4.1 The contract will be construed under and governed by THE LAWS OF THE ISLAMIC EMIRATE OF Afghanistan.

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

9.4.3 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.

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

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

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

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

9.4.8 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.

9.5 FORCE MAJEURE

9.5.1 Notwithstanding the provisions of the paragraph 9.5.2, 9.5.3 and 9.5.3, the contractor 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.

9.5.2 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. 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.

9.5.3 If a Force Majeure situation arises, the contractor 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.

9.6 INDEMNIFICATION

9.6.1 Contractor 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 Contractor or its agents or employees. Contractor agrees to give EA prompt notice of any possible liability.

9.6.2 If the Contractor 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 Contractor under this contract shall be limited to the Total Contract Price.

10. TERMINATION OF CONTRACT

10.1 TERMINATION OF CONTRACT FOR DEFAULT

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

10.1.2 If the contractor fails to deliver any or all of the deliverables within the time period(s) specified in the contract or any extension thereof granted by EA.

10.1.3 If the contractor fails to perform any other obligation under the contract

10.1.4 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

10.2 TERMINATION FOR INSOLVENCY

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

10.3 TERMINATION FOR CONVENIENCE

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

10.4 LIQUIDATED DAMAGES

10.4.1 Subject to paragraph 9.5 (Force Majeure), if the Contractor fails to deliver any or all of the Goods 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.

10.4.2 The contractor 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 02% per week of the total value of the Contract up to a maximum of 20%. Once the maximum is reached, EA shall forthwith terminate the contract.

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

11. 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:-

Etisalat Afghanistan;

Director Procurement & Supply Chain

Etisalat Afghanistan, Head Office Ihsan Plaza Charahi Shaheed Kabul,
Afghanistan, E-mail. ihsanullah@etisalat.af

Contractor:

Annexure - A: Fuel Supply Scope of Work:

1. General Terms and Conditions:

- 1.1 The Bidder shall undertake the responsibility of supplying and delivering diesel fuel to Etisalat sites across all regions, in accordance with Etisalat's demand and specifications. The quantity supplied must align precisely with Etisalat's requests at each designated delivery point, adhering strictly to stipulated timelines as set forth by Etisalat.
- 1.2 The Bidder shall comply with all applicable labor laws, regulations, and legal requirements of the Islamic Emirate of Afghanistan throughout the duration of this contract concerning diesel delivery services. The Bidder shall assume full liability and indemnify Etisalat against any losses, damages, injuries, fatalities, or other liabilities arising from the actions of the Supplier, its officers, directors, employees, drivers, or any representatives. The Supplier shall be solely accountable for any losses or damages resulting from its performance under this contract.
- 1.3 The Bidder shall ensure that its staff, employees, agents, administrator, laborers, drivers assigned for diesel delivery service to ETA do not indulge in union activities strikes, narcotics / drugs activities, political agitation or associate with any unlawful groups any person having proven to be associated with any of the aforementioned activities will be released immediately by MSP if so requested by ETA and the MSP will be held indemnified ETA for any loss, damage caused or likely to be caused by any act or omission of any such person.
- 1.4 The Supplier shall bear sole responsibility for fulfilling administrative and legal compliance associated with diesel delivery, encompassing, but not limited to, holiday entitlements, social security protections, insurance, and transportation, all at no additional cost to Etisalat.
- 1.5 The Bidder shall deliver diesel to all EA sites located across the country, without exception year-round, regardless of weather conditions, geographical challenges, road access, or security situations.
- 1.6 The Supplier shall furnish security services as deemed necessary to ensure the safe delivery of diesel to all sites throughout the country at no additional expense to Etisalat.
- 1.7 The Bidder must provide a certificate of diesel fuel quality from the government certified authorities or ANSA, affirming compliance with all industry specifications mutually agreed that the fuel quality meets or exceeds Etisalat standards. In instances of non-compliance, compensation for losses will be made by supplier according to the agreed SLAs.
- 1.8 The Bidder shall furnish alternative fuel types as warranted by seasonal changes, specifically type D1 & D2 for the winter and summer usage.

- 1.9 The bidder is required to supply fuel custom-made to the winter severity conditions of the province and region. This may involve the inclusion of fuel antifreeze or other appropriate additives, provided that these adjustments do not compromise the integrity of the diesel generator.
- 1.10 Bidder is required to furnish monthly fuel delivery reports site by site to Etisalat in excel format, including the submission of fuel delivery records at the end of each month.
- 1.11 The Bidder shall conduct an initial cleaning of the fuel tanks located at Etisalat's premises as part of the first supply. Subsequent cleanings shall occur biannually (every six months), in adherence to Etisalat's satisfaction standards. The cleaning operations must be executed professionally, ensuring all personnel are equipped with appropriate safety gear, including oxygen masks, helmets, and other requisite protective equipment. The Bidder assumes complete liability for any losses, damage, injuries, or fatalities that may arise during the cleaning processes, with Etisalat holding no responsibility for such incidents. Bidder should share the fuel tank cleaning report monthly with Etisalat.
- 1.12 The Bidder shall indemnify and hold harmless Etisalat, along with its officers, directors, and employees, from any losses, damage, injuries, and fatalities resulting from diesel delivery to any of Etisalat's sites. The Supplier thereby acknowledges sole responsibility for these events.
- 1.13 The fuel storage tanks of the Vendor must adhere to established specifications, having clearly defined separate points for fuel filling and fuel removal, with both points designed for secure sealing.
- 1.14 The vendor is required to maintain adequate fuel stock in accordance with the monthly requirements of Etisalat Afghanistan, ensuring that such stock is available approximately 20 days prior to the commencement of each month across all designated regions. This is necessary to facilitate timely sample collection and to ensure that fuel tanks remain sealed until the results of the fuel testing are received from ANSA.
- 1.15 The Vendor is required to adhere to all applicable national and international safety standards and regulations related to its fuel storage, fuel tankers, fuel delivery processes, and the well-being of personnel involved in these operations.
- 1.16 The vendor is required to conduct periodic inspections and address any defects associated with fuel tankers and trucks. Additionally, the vendor should provide a comprehensive quarterly report to Etisalat Afghanistan detailing the outcomes of these inspections and any corrective measures undertaken.
- 1.17 Etisalat Afghanistan will be evaluating the performance of vendor on quarterly basis and the report will be shared with vendor too.

2. SPECIFICATIONS.

The designated fuel types are L-62 & L-61 sourced from Turkmenistan, available in both summer and winter formulations. Ensuring compliance with two primary specifications is critical: an elevated cetane number and superior performance in cold weather conditions. The fuel must also meet the following specifications:

Specification	Unit	Test Method	Standards for Summer	Standards for Winter
			Limit	Limit
Color	-	Visual	Visual	Visual
Copper Corrosion	-	ASTM 130	Class 3	Class 3
Density@ 15°C	Kg/m ³	ASTMD 1298/4052	815<830	830<845
Distillation	°C	ASTM D 86	-	-
50%	°C	ASTM D 86	Max 280	Max 280
90%	°C	ASTM D 86	Max 340	Max 340
96%	°C	ASTM D 86	Max 360	Max 360
Distillation Residue	%	ASTM D 86	Max 2	Max 2
Cetan Number	-	ASTM D 613	Min 45	Min 45
Cetan Index	-	ASTM D 976	Min 49	Min 49
Flash Point	°C	ASTM D 93	Min 62	Min 62
Kinematics Viscosity	mm ² /s	ASTM D 445	3-6	3-6
Sulfur Contents	%Mass	ASTMD 2622	0.2	0.2
Cloud Point	°C	ASTM 2500	-5	-10
Freezing Point	°C	ASTM D 4939	-10	-20
Water Content	%Volume	ASTM D 2709	-	-

3. Warranty

3.1 Bidder shall be responsible for ensuring the satisfactory performance of its fuel delivery services and must provide proficient support to address any issues related to the delivery and performance of its obligations under this contract.

3.2 By entering this contract with Etisalat, the Bidder guarantees that all fuel delivered to the Company shall conform to the specifications set forth or referenced herein. Furthermore, the Bidder commits to promptly replacing, at the Bidder's expense, any fuel rejected by Etisalat due to non-compliance with the agreed specifications. The Bidder shall be liable for any damage incurred by Etisalat's equipment or any failures resulting from the provision of a fuel grade not specified or fuel that does not meet Etisalat's and industry standards. The Bidder shall bear all costs associated with the removal of any contaminated fuel from storage tanks and shall be responsible for the cleanup and disposal of any petroleum spills occurring on Etisalat's premises due to the Bidder's faulty equipment (either leased or owned) or negligence by their employees.

4. Workflow

- 4.1 The Supplier will receive fuel orders from Etisalat's relevant team. Upon receipt of an order, it is mandatory for the Supplier to arrange for delivery to the designated regions or sites/locations in Afghanistan.
- 4.2 During each delivery to the site/location, the presence of both the Fuel Supply Supervisor (FSS) and the Site Security Guard (SSG) appointed by Etisalat is essential. Their role is to monitor and confirm the delivery process, ensuring that it adheres to Etisalat's protocols and standards.
- 4.3 Furthermore, the Supplier must strictly comply with all of Etisalat's operational requirements related to fuel supply across all regional locations. This includes but is not limited to adherence to safety regulations, quality standards, and timely delivery schedules as specified by Etisalat. Failure to comply with these requirements may result in termination of the contract.

5. Quality

- 5.1 The quality of all fuels acquired under this Contract must meet or surpass the standards set forth for international petroleum product specifications, in addition to adhering to ANSA specifications. Substandard fuel will be rejected outright, and should inferior fuel be delivered, Etisalat reserves the right to forfeit the Performance Bond and terminate the contract immediately if the deficiency is not rectified within two days of notification. Any pending payments to the Supplier will be suspended.
- 5.2 Etisalat Afghanistan reserves the right to increase or decrease the quantity of diesel required during the term of the contract without altering the agreed unit price or any other contractual terms and conditions.
- 5.3 Etisalat Afghanistan retains the right to add or remove sites at the time of contract award and throughout the contract's duration. The Supplier shall be accountable for supplying fuel as requested by Etisalat.

6. Delivery

Etisalat's Administration Department will provide a monthly delivery plan. In emergencies, the Supplier must deliver fuel within 2-3 hours of an urgent call from Etisalat. The Supplier must provide proof of annual truck meter inspections and calibrations per ANSA standards in Afghanistan. Etisalat Afghanistan must seal the truck meter.

7. Site Inspection

The Supplier is responsible for inspecting any unfamiliar location to assess the site location, size of the fuel tank, and accessibility of the storage tanks.

8. Compensation

- 8.1 If the supplier does not deliver the fuel by the specified delivery date or location in the Contract, resulting in an outage and subsequent revenue loss, the Contractor shall be responsible for compensating Etisalat for the incurred losses.
- 8.2 If the supplier fails to deliver fuel as per Etisalat's monthly plan or in emergencies, causing site shutdowns, the Contractor must compensate 100% of the revenue loss based on Etisalat Afghanistan's outage system.
- 8.3 Etisalat may either deduct compensation for fuel delivery delays and subsequent outages from the Contractor's invoices or require payment directly from the Contractor.
- 8.4 If the Contractor fails to meet the required fuel specifications or supplies fuel of inferior quality, they shall compensate for any losses incurred to the diesel generators. The responsibility for cleaning Etisalat's fuel tanks lies with the Contractor; thus, any outages caused by dirty fuel tanks will be compensated by the fuel supplier.
- 8.5 Etisalat may terminate the Contract if the Contractor or its staff commit fraud or engage in illegal activities with Etisalat staff.
- 8.6 The delivery of fuel to the sites is the responsibility of the Contractor, and any disputes arising from the delivery of the fuel shall be fully borne by the Contractor.
- 8.7 Should the Contractor supply fuel of inferior quality or fuel that fails to meet Etisalat's specifications, the Contractor is required to promptly replace the fuel. Additionally, Etisalat reserves the right to terminate the Contract with immediate effect.

Annexure B – Price Table

- a. Bidder is to quote prices according to the following formula
- b. Market wholesale Price (Hairatan wholesale price/Litter) + supplier profit, Transportation & other costs

S #	Region Provinces	No. of Sites	Estimated Average Monthly	Supplier Profit/liter
1	Central Region	365	320,000	
2	East Region	172	160,000	
3	North Region	238	140,000	
4	South Region:	115	70,000	
5	West Region:	99	70,000	

Annexure C – ANSA Report (sample)**DIESEL TEST RESULT (410)**

Tests	Unit	Test method	Standards	
			Limit	Result
Color	-	Visual	Visual	Yellow
Copper Corrosion	-	ASTM 130	Class 3	1a
Density @15°C	Kg/m ³	ASTMD1298/4052	<860	834.4
Distillation	°C	ASTM D 86	-	---
50%	°C	ASTM D 86	Max 280	249
90%	°C	ASTM D 86	Max 340	311
96%	°C	ASTM D 86	Max 360	350
Distillation Residue	%	ASTM D 86	Max 2	2.0
Cetan Number	-	ASTM D 613	Min 45	45.0
Cetan Index	-	ASTM D 976	Min 49	49.0
Flash Point	°C	ASTM D 93	Min 62	62
Kinematics Viscosity	mm ² /s	ASTM D 445	3-6	3.7
Sulfur Contents	%Mass	ASTMD 2622	0.2	0.2
Cloud Point	°C	ASTM 2500	Min -5	-5
Freezing point	°C	ASTM D 4939	Min -10	-10
Water Content	%Volume	ASTM D 2709	-	.

نوت: مشخصات حاصله فوق صرفاً از سمپل ارسالی در لابراتوار تصدیق میگردد.
نتیجه :- مشخصات حاصله سمپل های هذا در مطابقت به ستندهای ملی نول دیزل L02-62 قرار داشته . بنا قابلیت استفاده در انجن های دیزلی را دارا میباشد.

 Tested By:
Lab Technicians

 Approved By:
Lab Manager


Annexure D – Fuel Vendor Performance Scorecard

Fuel Vendor Performance Scorecard				
Vendor Name:				
Region:				
Review Period:				
Reviewer:				
Department:				
Date of Evaluation:				
1. Key Performance Indicators (KPIs)				
Category	Weight (%)	Target	Actual	Score
Delivery Timeliness	25	<ul style="list-style-type: none"> On-time Deliveries (15 points) – Percentage of deliveries made within the agreed timeframe. Urgent Delivery Fulfillment (5 points) – Ability to accommodate urgent or emergency fuel requirements. Consistency & Reliability (5 points) – Frequency of late or missed deliveries, including advance notifications for delays. 		
Fuel Quality	25	<ul style="list-style-type: none"> Compliance with Specifications (15 points) – Adherence to fuel standards as verified by lab testing. Quality Certification (5 points) – Availability of testing reports from accredited labs or third-party verifications; Provided by vendors on monthly basis. Contamination & Storage Standards (5 points) – Ensuring fuel is free from water, sediment, or contamination during transportation and storage. 		
Volume Availability	10	No variance between ordered and delivered fuel volume at sites, ensuring quantity accuracy and compliance with standard tachometers.		
Fuel Tank Cleaning	15	Cleaning was completed on time, following safety standards and ensuring no contamination.		
Compliance & Safety	10	Compliance with safety standards at sites		
Issue Resolution	10	Timely response to issues		
Cost Management	5	Meet agreed-upon cost standards		
Total Score	100			

2. Performance Summary				
Score Interpretation:				
90 - 100%: Excellent				
80 - 89%: Very Good				
70 - 79%: Good				
60 - 69%: /need improvement				
Below 60%: Poor/unsatisfactory		May result in contract termination, subject to the committee's decision.		
Overall Rating:				
Comments:				
3. Key Performance Highlights & Areas for Improvement				
Delivery Timeliness: [Vendor consistently met delivery schedules; delayed in rare cases only]				
Fuel Quality: [Fuel quality consistent; verified no contamination issues]				
Volume Accuracy: [Accurate volume measurements confirmed at each site]				
Fuel Tank Cleaning: [Cleaning was completed on time, following safety standards and ensuring no contamination.]				
Compliance & Safety: [Vendor complied with safety protocols during offloading]				
Cost Management: [Met budget requirements without additional fees]				
4. Action Plan for Improvement				
Action Item	Responsible Party	Due Date	Status	
Enhancing Fuel Quality Standards	Vendor	[Date]	[Not Started/In Progress/Completed]	
Ensuring Timely & Accurate Delivery	Vendor	[Date]	[Not Started/In Progress/Completed]	

The following Information must be submitted with the offer

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

Contract – Annexure E:

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

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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.
- 10.9. For more details about Etisalat Afghanistan HSE Policies and regulations, please contact hse@etisalat.af.

11. Environment and Climate Change

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

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

12. Speak Up

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

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

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

ANNEXURE F, (RFP Compliance Clauses):

1. Anti-Bribery Anti-Corruption

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

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

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

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

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

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

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

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

2. Export Controls and Sanctions

Definition Section:

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

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

Sanctions and Export Control clauses:

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

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

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

Laws;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. The Supplier represents and warrants that:

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