

**TENDER NOTICE**  
**No. EA/02-39-2024**  
**For Supply of Giveaway Items**

1. Bids are invited from authorized or its partners for the supply of Giveaway items. This bid Document is also available on the Etisalat website ([Tenders](#)).

2. RFP Deadline is **November 12, 2024**.

3. Bid received after the above deadline shall not be accepted and the bidder shall have the related experience in this field.

4. Local and international firms can send their offer via email to [mhsalimee@etisalat.af](mailto:mhsalimee@etisalat.af) and copy [lhsanullah@etisalat.af](mailto:lhsanullah@etisalat.af).

5. 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.

6. The bidder shall submit the proposal with separate (Technical and Commercial) parts. The commercial part must be a **password-protected document**, and we will request the password once here the concerned committee opened bids (start the bid's Commercial evaluation). The bids shall be first evaluated technically. Technical evaluation will be based on the conformity to required technical specifications and compliance matrix specified in the Bidding Documents. Only technically compliant bids which meet all the mandatory service-affecting requirements will be evaluated commercially.

7. Bidder should be registered with Etisalat Afghanistan (EA) in Vendor Registration List. If any interested bidder is not registered, they should fill out the attached Vendor Registration Form and provide the following documents for registration of their company with EA.

- 1- Company Profile
- 2- Business License
- 3- President and Vice President ID Cards/Tazkira Copies
- 4- Article of Association
3. Past Performance

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

8. All correspondence on the subject may address to Ghurzang Waziri, Sr. Specialist Procurement, and Etisalat Afghanistan. Email [mhsalimee@etisalat.af](mailto:mhsalimee@etisalat.af).

**Ihsanullah Zirak**  
Director Supply Chain  
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# Request for Proposal (RFP)

For

## Supply of Giveaway Items



## 1. DEFINITIONS

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

### 1.1 Terms.

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

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

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

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

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

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

**“CIF”** means “Cost Insurance Freight” as specified in INCOTERM 2010.

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

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

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

**“Contract”** means the Contract between Etisalat Afghanistan (EA) and the Contractor and comprising documents enumerated therein, such as the Conditions of the 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 after completion of the detailed design work, (where applicable) or as approved by EA based on the accepted bid with agreed to adjustments Appendices and Addenda as well as any amendments made to any such documents in accordance with the Contract.

**“Contractor”** means the individual or firm(s) ultimately responsible for supplying all the Goods/Equipment/Systems/Materials 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 Incoterms 2010 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 the consignee/ultimate consignee, are included in the price of the Goods.

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

“**Drawings**” means the drawings referred to in the Contract Documents and any modification of such drawings approved in writing by EA and such other drawings as may from time to time be furnished or approved in writing by EA.

“**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 Republic of Afghanistan and having an office at Ihsan Plaza Charahi Shaheed Kabul in person or any person duly authorized by it for the specific purpose for the specific task within the Contract and notified to the contractor in writing.

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

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

“**Goods**” means raw materials, products, equipment, systems, spares, and commodities in solid, liquid, or gaseous form, and electricity, incidental services, transport, maintenance, and similar obligations related to the supply of Goods if the value of those services does not exceed the value of the Goods themselves. The Goods include all of the equipment, machinery, and/or other materials which the Contractor is required to supply to EA under the Contract as per EA Technical Specifications.

“**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 Letter of Award issued by EA to successful bidder with regard to the award of tender.

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

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

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

“**Pre-Shipment Inspection**” means inspection and testing of Goods at manufacturer’s premises in accordance with the provisions of the specifications and the clause(s) of the contract pertaining to Pre-shipment Inspection.

“**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.

“**Shipping Documents**” means Contractor's Valued Invoice, Packing List, Freight Memo (if any), Weight and Measurement Certificate, Original Bill of Lading or Airway Bill (as the case may be), Certificate of Origin, Warranty Certificate, Insurance Declaration and Inspection Certificate and/or Contractor's Factory Test Certificate, as required by the Contract.

“**Specifications**” means the specifications, provided in the Contract and its annexure and in EA Tender Specifications and where the Contract is silent and in cases of conflicting specifications appearing in the documents, based on the latest version of ITU-T recommendations.

“**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/Vendor**” (used interchangeably) means the individual or firm ultimately responsible for supplying all the Goods on time and to cost under this Contract acting individually alone or as a “prime 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 including Vendors**” means any person to whom execution of any part of the facilities and/or services including preparation of any design or supply of any plant and equipment, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.

“**Warranty Period**” shall mean the period of three years or any extended period starting from the acceptance of the delivered Goods in good order and conditions at the consignee’s warehouse or site certified by EA-authorized representative (s).

## 1.2 INCOTERMS – 2010.

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

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### **1.3 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.

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

**2.1** Vendors to provide the best-in-class gifting item from a wide variety/range of products. Customized samples will be an advantage.

**2.2** The award of the tender will be on the basis of the best technical and price-wise lowest offer.

**2.3** The Goods are to be supplied based on the delivery schedule as will be mentioned in the proposal.

## **3. Validity of Offers**

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

## **4. Currency**

The prices should be in Afghani currency DDP basis for local suppliers. And foreign companies can submit their offers in USD currency CIF/CIP basis.

## **5. Acceptance of Offers**

**5.1** Purchaser is not bound to accept the lowest Tender, or any Tender, or to give reasons for rejection of any Tender.

**5.2** Unless a Letter of award/Letter of Intent/written instructions to proceed have been issued by Purchaser, or until a formal Contract has been concluded, no Tender shall be deemed to have been accepted.

## **6. Registration/Legal documents of the Bidder:**

The Bidder shall include in his proposal, copies of registration documents such as the Certificate of Registration, Trade License, Chamber of Commerce Certificates, and Memorandum of Association (for Limited Liability Company) which shall be legalized as follows:

## **7. Progress of Work:**

**7.1** The Contractor shall commence the execution of the Contract and shall proceed in an orderly and proper manner with due expedition and without delay in order to ensure that the services/activities/jobs as stipulated in the contract are completed by the specified Completion Date.

**7.2** A Progress Report shall be submitted monthly by the Contractor showing the progress, any anticipated delays and any other relevant information. Each Progress Report shall include a statement confirming that the services/activities/jobs or part thereof shall be completed by the specified date or a detailed explanation, should delay be anticipated.

**7.3** The Contractor shall be responsible for the quality of work and the execution of the Project. The Purchaser reserves the right to ensure such control and supervision as is deemed necessary.

## **8. Price & Payment Terms:**

**8.1** The Contractor shall submit its offer in an itemized format

**8.2** Contractor shall submit his proposal with complete details.

**8.3** 100% of the payment shall be made after delivery of goods/materials by the Contractor and receipt of invoice by Etisalat Afghanistan

**8.4** No advance payment shall be made to the Contractor

**8.5** All the payments shall be made only through bank transfer

## **9. Penalty:**

**9.1** If the contractor fails to complete the said job on or before the Completion Date, the Contractor shall pay to the Purchaser as and by way of Penalty resulting from the delay, the aggregate sum of one percent (**1%**) of Total Contract price of the delayed services for each week and pro-rata for parts of week, for delay beyond the specified date, subject to a maximum of ten percent (**10%**) of the Total Contract Price of the service(s). In the event that delay is only in respect of small items which do not affect the effective utilization of the system, the penalty shall be chargeable only on the value of such delayed items.

**9.2** 10% penalty from the total contract price if the material is low quality and not as per EA standard.

**9.3** Any penalty chargeable to the Contractor shall be deducted from the invoice amount submitted by the Contractor for payment, without prejudice to the Purchaser's rights

**9.4** The payment of penalty shall not relieve the Contractor from the obligation to complete the services/deliverables or from any other liabilities or obligations under the Contract.

## **10. Construction of Contract:**

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

## **11. Termination of the Contract by the Purchaser:**

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

**11.2** Upon termination of the Contract the Purchaser may at his option continue work either by himself or by sub-contracting to a third party. The Contractor shall if so required by the Purchaser within 14 days of the date of termination assign to the Purchaser without payment the benefit to any agreement for the supply of services and/or the execution of any work for

the purposes of this Contract. In the event of the services/jobs being completed and ready for utilization by the Purchaser or a third party and the total cost incurred by the Purchaser in so completing the required services/jobs being greater than which would have been incurred had the Contract not been terminated then the Contractor shall pay such excess to the Purchaser.

## **12. Termination of the Contract by the Contractor:**

**12.1** The Contractor shall not have the right to terminate or abandon the Contract except for reasons of force majeure.

**12.2** In the event of the Contract being terminated by the Contractor as indicated, the Contract Price payable by the Purchaser to the Contractor (after taking into account amounts previously paid under the Contract) shall be the Price, as specified in the Contract, of the services received and accepted at the date of termination.

## **13. Local Taxes, Dues, and Levies:**

**13.1** The Contractor shall be responsible for all government-related taxes, dues, and levies, including personal income tax, which are not and may be payable in Afghanistan or elsewhere.

## **14. Settlement of disputes:**

**14.1** All disputes arising out of or in connection with this Contract shall be finally decided by the Courts of the Islamic Republic of Afghanistan. Such a decision shall be binding to the parties. For this purpose, the parties shall be deemed to have agreed to submit to the jurisdiction of the Courts of the Islamic Republic of Afghanistan and to have waived any immunity that may be claimed in this respect.

**14.2** Notwithstanding that a dispute may have been referred to the Court both parties shall, if required by the Purchaser, proceed with their contractual obligations.

## **15. Corrupt Practices:**

**15.1** The Contractor shall not offer or give or agree to give to any person any gift or consideration of any kind as an inducement or reward for doing of fore-bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract with the Purchaser or for showing or forbearing to show favour or disfavour to any person in relation to this or any other Contract with the Purchaser.

**15.2** The Contractor shall not enter into this or any other Contract with the Purchaser in the event that any such commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made, particulars of any such commission and of terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Purchaser.

**15.3** Any breach of this condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall entitle the Purchaser to terminate the Contract.

## **16. Publicity and confidentiality**

**16.1** The Contractor shall not and shall ensure that none of his sub-contractors will, advertise or otherwise disclose the appointment of the Contractor or his sub-contractors or the terms



of the Contract (save insofar as may be required by law or may be necessary for the due performance of the Contract) without the prior approval in writing of the Purchaser. All copies of material relating to this Contract which is intended for publication in any form by the Contractor or any sub-contractor must first be submitted in draft form to the Purchaser for approval indicating the countries in which it will appear.

**16.2** The Contractor shall ensure that he and/or his sub-contractors (including their personnel) shall not disclose the location, nature, purpose, details of equipment; technical specifications, customized /tailored designs, etc., or other confidential / site-specific information given to him as a result of awarding the Contract or gained by him from his association with other Contractors of the Purchaser in the same site, area or field to a third party, without obtaining prior approval in writing from the Purchaser.

**16.3** If so desired by the Purchaser, the Contractor shall be requested to sign a Non-Disclosure Agreement (NDA) that shall include additional terms and conditions.

## **17. Project Control:**

**17.1** The Contractor shall appoint a Project Controller at his works as from the effective Contract Date for the duration of the Project. In addition, the Contractor shall provide a Project Manager to be resident in Afghanistan from the commencement of services until the actual completion date who shall be fully conversant with the background of the system and have sufficient delegated authority to make day-to-day decisions on-building during the progress of the Project without recourse to his head office in addition to having full control of the Contractor's project personnel on site. He shall, as an individual, remain unchanged for the duration of the Project unless otherwise required by the Purchaser.

**17.2** The Purchaser shall appoint a Project Engineer with whom the Contractor's Project Manager shall maintain the closest possible cooperation at all times.

All correspondence from the Contractor relevant to the execution of the Contract shall be sent to the Purchaser's Project Engineer with a copy to the Purchaser's Procurement department

## **18. Anti-Bribery Anti-Corruption**

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

- (a) it complies and will comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the UAE Penal Code ("**Relevant Requirements**") to the extent applicable to the Parties;
- (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 the purpose 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] 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], it shall certify to [Etisalat] in writing and signed by an officer of the Business Partner 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 Business Partner shall provide such supporting evidence of compliance as [Etisalat] 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 Business Partner shall immediately and in any case within three (3) days notify [Etisalat] in writing if a Public Official<sup>1</sup> becomes an officer or employee of the Business Partner or acquires a direct or indirect interest in the Business Partner and the Business Partner 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 Business Partner 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 Business Partner shall immediately and in all cases within three (3) days inform

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

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[Etisalat] in writing of such conflict and shall provide all relevant information to assist [Etisalat] in its assessment of such conflict.

- 3.1 The Business Partner shall ensure that any third party associated with the Business Partner 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 Business Partner in this [Annex 1]. The Business Partner 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] 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 Business Partner includes any subcontractor of the Business Partner. The Business Partner may only engage a third-party (e.g., subcontractor) under this Agreement subject to [Etisalat]'s prior written approval.
- 3.2 In connection with its relationship to [Etisalat] and each of the transactions established by the Agreement, the Business Partner has maintained and will continue to maintain complete and accurate books, records, invoices and other documents concerning payments and expenses.
- 3.3 [Etisalat] or its auditors or representatives may at any time audit Business Partner's compliance with this [Annex 1], and the Business Partner 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].
- 3.4 [Etisalat] shall be entitled to suspend payments of Business Partner invoices that are, or become due in case there is a reasonable believe that the Business Partner 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.
- 3.5 The Business Partner shall indemnify [Etisalat] against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, [Etisalat] as a result of any breach of this [Annex 1] by the Business Partner.
- 3.6 Breach of this [Annex 1] shall constitute a material breach of this Agreement by the Business Partner. If the Business Partner is in breach of this [Annex 1]:
- (a) [Etisalat] shall have the right to terminate this Agreement with immediate effect, without prejudice to its rights and remedies under this Agreement, including its right to claim damages; and
  - (b) the Business Partner shall not be entitled to any claim compensation or any further remuneration, regardless of any agreements entered into with third parties before termination.

## 19. Export Controls and Sanctions

### Definition Section:

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

<b>Sectoral Sanctioned Entity</b>	means, at any time, any person subject to Sanctions administered or enforced Governmental Authorities.
<b>US</b>	Means the United States of America
<b>UK</b>	Means the United Kingdom of Great Britain and Northern Ireland
<b>UAE</b>	Means the United Arab Emirates

### **Sanctions and Export Control clauses:**

[1. The Business Partner 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 Business Partner 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 Business Partner represents, warrants and undertakes that:***

2.1 Neither the Business Partner, 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 Business Partner will not, in connection with any activities involving [Etisalat] (including all Affiliated persons or representatives of [Etisalat]) 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 Business Partner will not cause [Etisalat] to violate any Applicable Sanctions/Export Control Laws;

2.4 The Business Partner shall provide to [Etisalat], 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] to ascertain any export control that may apply to [Etisalat]; and

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

2.6 The Business Partner shall notify [Etisalat] in writing as soon as possible if:

(i) the Business Partner, 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 Business Partner, 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 Business Partner 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], acting reasonably, believes that the Business Partner, its Affiliated Persons or its Representatives breached or is likely to have breached any element of these Sanctions and Export Control clauses, [Etisalat] 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], and shall withhold payments to the Business Partner during the period of any such audit. Business Partner, 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] audit.

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

8. The Business Partner agrees to fully indemnify and hold harmless [Etisalat] 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 Business Partner, 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 Business Partner agrees that [Etisalat] may, at its sole discretion, conduct surveys

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and audits (either directly or through independent third parties engaged by [Etisalat]) to verify compliance by the Business Partner, 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 Business Partner, 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] may reasonably require in order to facilitate and expedite the conduct of any such audit.

10. In the event that [Etisalat] 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 Business Partner shall provide such assistance to [Etisalat] in obtaining such approval as [Etisalat] may reasonably require.

## **20. 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] and the Business Partner, that prohibit engaging in or facilitating financial transactions that promote or conceal unlawful activity in any jurisdiction.

2. The Business Partner represents and warrants that:

- i. the Business Partner 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 Business Partner has in place procedures aimed at preventing AML/CFT violations; and
- iii. the Business Partner agrees to notify [Etisalat] 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]. Upon reasonable request, the [Etisalat] agrees to provide [Etisalat] with documentation relating to its AML/CFT policies and procedures and assist [Etisalat] with any clarification required without any undue delay.

### **19.6 Compliance with the laws**

The Contractor shall conform with and abide by the provisions of all laws, regulations and any other laws for the time being in force in Islamic Republic 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.

**RFP No:** EA/02-39-2024

**Dated:** October 30, 2024



For the term of the contract, as far as reasonably practicable and without liability on its part, EA shall provide such information as maybe required by the contractor.



## APPENDIX

### BID FORM

To,

Etisalat Afghanistan,

.....

Kabul, Afghanistan

Attention; Contracts Coordinator.

Dear Sir,

We have examined the conditions of the contract and specifications including Addenda Nos. (.....) of your RFP bearing No..... Receipt of the same is hereby acknowledged. We the undersigned offer to supply corporate gifts/giveaways on the conditions of the contract and specifications for the sum of..... (Total Bid amount for goods and services in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

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

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

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

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

Yours Faithfully,

..... (Signature of authorized person)

..... (Name of authorized person)

..... (Position of authorized person)

(Seal of the company/firm)

## Annexure-A

### BoQ:

S. No	Description	QTY	UoM	Unit Price AFN	Total Price AFN	Sample Pic and Specifications
1	Dairy/Pen/Calculator/Folder	700	Nos			As Per the Annexure-C
2	Power Bank	1000	Nos			As Per the Annexure-C
3	Wireless chargers	500	Nos			As Per the Annexure-C
4	Etisalat Branded Valuable Pen	500	Nos			As Per the Annexure-C
5	Gift Set	1000	Nos			As Per the Annexure-C
6	Plastic bottle	1000	Nos			As Per the Annexure-C
7	Flask	600	Nos			As Per the Annexure-C
8	Etisalat Branded Laptop Bag	300	Nos			As Per the Annexure-C
9	Water bottle steel	1000	Nos			As Per the Annexure-C
10	USB Flash	1000	Nos			As Per the Annexure-C
11	Etisalat Branded Travel Mug	500	Nos			As Per the Annexure-C
12	Wallet Set	1000	Nos			As Per the Annexure-C
13	Carrying big bag	100	Nos			As Per the Annexure-C
14	cote Pin	600	Nos			As Per the Annexure-C
15	Keychain	1000	Nos			As Per the Annexure-C
16	Cup with plate	1000	Nos			As Per the Annexure-C
17	Etisalat Branded Ball Volleyball	200	Nos			As Per the Annexure-C
18	Card ribbon	1000	Nos			As Per the Annexure-C
19	Balloon	5000	Nos			As Per the Annexure-C
20	Etisalat Branded Flashlight	500	Nos			As Per the Annexure-C
21	Etisalat Branded Cup	1000	Nos			As Per the Annexure-C
22	Wall clock	1000	Nos			As Per the Annexure-C
23	Etisalat Branded Pen	5000	Nos			As Per the Annexure-C
24	Etisalat Branded Scarf	1000	Nos			As Per the Annexure-C
25	Etisalat Branded Mask	5000	Nos			As Per the Annexure-C
26	Shopping bag	10000	Nos			As Per the Annexure-C
27	Etisalat Branded Notebook	1000	Nos			As Per the Annexure-C
28	Etisalat Branded Cap	1000	Nos			As Per the Annexure-C
29	Polo Shirt	1000	Nos			As Per the Annexure-C
30	Feather banner	500	Nos			As Per the Annexure-C
31	Beach Umbrella	1000	Nos			As Per the Annexure-C
32	Umbrella	1000	Nos			As Per the Annexure-C
33	Mosque clock	300	Nos			As Per the Annexure-C
34	mobile motor chargers	500	Nos			As Per the Annexure-C
35	School bag	1000	Nos			As Per the Annexure-C
36	Wrest watch	500	Nos			As Per the Annexure-C

**Note: All above items should be as per Etisalat Design/Artwork which will be provided.**

## Annexure-B

### RFP General Terms Compliance to be filled by Bidder

S/N	Clause No. and General Terms	Comply (Yes/No)	Remarks
1	DEFINITIONS		
2	INTRODUCTION TO WORK		
3	INSTRUCTIONS FOR BIDDING		
4	OBJECTIVES, TECHNICAL SPECIFICATIONS, AND SCOPE OF WORK		
5	DOCUMENTS TO BE SUBMITTED		
6	COMMERCIAL TERMS		
7	EVALUATION OF BIDS		
8	AWARD OF TENDER. PERFORMANCE SECURITY		
9	CONDITIONS OF CONTRACT		
10	PAYMENTS		
11	COMPLIANCE WITH EXPORT CONTROL REGULATIONS		
12	SANCTIONS AND EXPORT CONTROL LAWS		

**The following information must be submitted with the offer:**

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

-----End of Document-----

# Annexure-C

## Items' Sample Picture and its Specifications

**Dairy/Pen/Calculator/Folder**

**Branding:** With Etisalat Logo on each page.

**Category** VVIP

**Capacity :** 200 page

**Packing :** Yes, along with Pen, Keychain,

**Quantities:**

**Cost:**

**Total Cost**



**Power Bank**

**Branding:**

**Category**

**Capacity :**

**Packing :**

**Quantities:**

**Cost:**

**Total cost**

**With Etisalat Logo one side.**

**VVIP**

**25000 and 30000 mAH.**

**Yes**



## Wireless Charger

**Branding:** With Etisalat Logo one side.  
**Category:** VVIP  
**Capacity :** Fast Charging  
**Packing :** Yes  
**Quantities:**  
**Cost:**  
**Total cost**



## Valuable Pen

Branding:

With Etisalat Logo one side.

Packing :

Yes

Category:

VVIP

Quantities:

Cost:

Total cost





**Gift set**

**Branding:**

**Category:**

**Packing :**

**Quantities:**

**Cost:**

**Total cost:**

**With Etisalat Logo.**

**Normal**

**Yes**



## Branded Travel bottle

**Branding:** With Etisalat Logo one side.

**Capacity:** 1000ml to 1500ml.

**Category:** VIP

**Packing :** Yes

**Quantities:**

**Cost:**

**Total cost**

Material: Triton + PP Capacity: 550 ml Branding: 4 Color Etisalat logo in 1 position Packing: Paper box



**Branded Flask**

**Branding:**

**With Etisalat Logo one side.**

**Category:**

**VIP**

**Packing :**

**Yes**

**Quantities:**

**Cost:**

**Total cost:**



## Branded Laptop Bag

**Branding:** With Etisalat Logo one side.  
**Category:** VIP  
**Capacity :** 16 inches  
**Packing :** Yes  
**Quantities:**  
**Cost:**  
**Total cost:**



**Water bottle steel**

**Branding:** With Etisalat Logo one side.

**Category:** VIP

**Packing :** Yes

**Quantities:**

**Cost:**

**Total cost:**



**USB**

**Branding:**

**Capacity :**

**Category:**

**Packing :**

**Quantities:**

**Cost:**

**Total cost:**

**With Etisalat Logo one side.**

**32 and 64GB.**

**VIP**

**Yes**



**Travel Mug**

**Branding:**

**Category:**

**Charger :**

**Packing :**

**Quantities:**

**Cost:**

**Total cost:**

**With Etisalat Logo**

**Normal**

**Yes**

**Yes**



**Wallet Set**

**Branding:**

**Quality :**

**Packing :**

**Quantities:**

**Cost:**

**Total cost**

**With Etisalat Logo.**

**high**

**VVIP**





**Carrying Bag**

**Branding:**

**Category:**

**Packing :**

**Quantities:**

**Cost:**

**Total cost:**

**With Etisalat Logo.**

**Normal**

**Yes**



**Cote Pin**

**Branding:**

**Category:**

**Packing :**

**Quantities:**

**Cost:**

**Total cost:**

**With Etisalat Logo one side.**

**Normal**

**Yes**



**Key Chain**

**Branding:**

**Category:**

**Quantities:**

**Cost:**

**Total cost:**

**With Etisalat Logo both side/ diycut  
Normal**



**Cup with plate**

**Branding:**

**Category:**

**Packing :**

**Quantities:**

**Cost:**

**Total cost:**

**With Etisalat Logo one side.**

**Normal**

**Yes**



## Branded Ball (Volleyball)

**Branding:** With Etisalat Logo.

**Category:** Normal

**Quantities:**

**Cost:**

**Total cost:**

**Description:** Soccer ball size 5 made of material 1.3mm thickness 4 Layers (2P) latex bladder ball with butyl valve weight  
**Sewn Packing:** Poly bag each



**Card ribbon**

**Branding:**

**With Etisalat Logo.**

**Category:**

**Normal**

**Quantities:**

**Cost:**

**Total cost:**



**Ballon**

**Branding:**

**Category:**

**size :**

**Quantities:**

**Cost:**

**Total cost:**

**With Etisalat Logo. Black and white**

**Normal**

**12 inch**



**Flashlight**

**Branding:**

**Category:**

**Packing :**

**Quantities:**

**Cost:**

**Total cost:**

**With Etisalat Logo one side.**

**Normal**

**Yes**





**Cap**

**Branding:**

**Category:**

**Quantities:**

**Cost:**

**Total cost:**

**With Etisalat Logo in front red and black  
normal**



**Wall clock**

**Branding:**

**Category:**

**Packing :**

**Quantities:**

**Cost:**

**Total cost:**

**With Etisalat Logo.**

**Normal**

**Yes**



**Pen**

**Color :**

**two color, bottom should be Red**

**Category:**

**Normal**

**Branding:**

**With Etisalat Logo one side/top.**

**Quantities:**

**Cost:**

**Total cost:**



**Branded Scarf**

**Branding:**

**Category:**

**Packing :**

**Quantities:**

**Cost:**

**Total cost:**

**With Etisalat Logo.**

**Normal**

**Yes**

**Mask normal**

**Branding:**

**Category:**

**Packing :**

**Quantities:**

**Cost:**

**Total cost:**

**With Etisalat Logo.**

**Normal**

**Yes**



**Shopping Bag Plastic/Shopping bag fabric**

**Branding: With Etisalat Logo one side.**

**Category : Normal**

**Quantities:**

**Cost:**

**Total cost:**



**Notebook**

**Branding:**

**Category:**

**Capacity :**

**Quantities:**

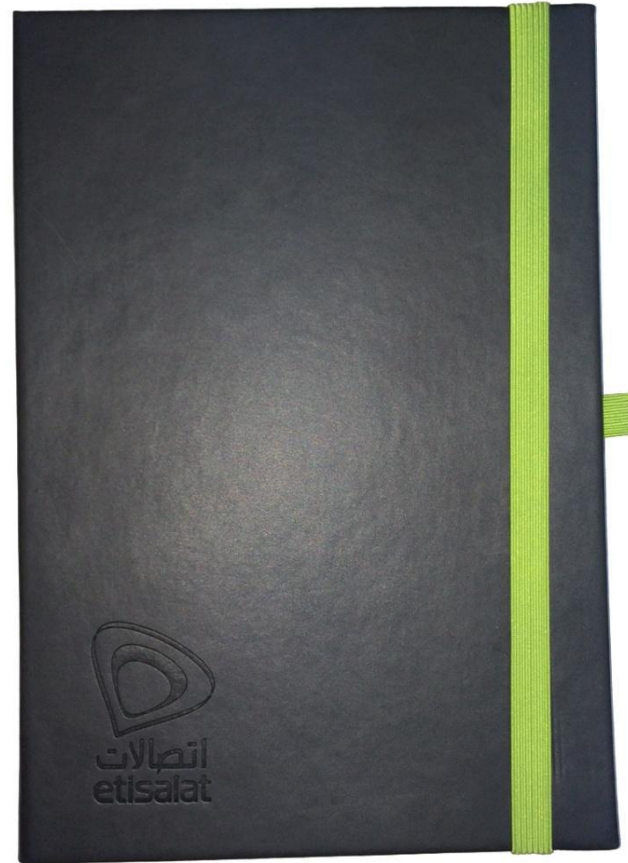
**Cost:**

**Total cost:**

**With Etisalat Logo on each page.**

**Normal**

**100 page, A4 and A5 sizes.**



**Branded Cup**

**Branding:**

**Category:**

**Packing :**

**Quantities:**

**Cost:**

**Total cost:**

**With Etisalat Logo one side.**

**Normal**

**Yes**



**Polo Shirt / ROUND NECK T-SHIRTS**

**black / Red**

**Materials :**

**190GM /200GM**

**Category:**

**Normal**

**Branding:**

**With Etisalat Logo backside A5 size.**

**Capacity :**

**M, L, XL, XXL. XXXL**

**Quantities:**

**Cost:**

**Total cost:**





**Feather banner**

**Branding:**

**With Etisalat Logo.**

**Category:**

**Normal**

**Packing :**

**Yes**

**Quantities:**

**Cost:**

**Total cost:**



## Beach Umbrella

Branding:

With Etisalat Logo

Category:

Normal

Capacity :

200Cm

Packing :

Yes

Quantities:

Cost:

Total cost:



**Umbrella**

**Branding:**

**With Etisalat Logo**

**Category:**

**Normal**

**Capacity :**

**100Cm**

**Packing :**

**Yes**

**Quantities:**

**Cost:**

**Total cost:**



**Mosque clock**

**Branding:**

**Category:**

**Packing :**

**Quantities:**

**Cost:**

**Total cost:**

**With Etisalat Logo.**

**Normal**

**Yes**



## mobile motor chargers

**Branding:** With Etisalat Logo.

**Category:** Normal

**Capacity :** high speed fast charging

**Packing :** Yes

**Quantities:**

**Cost:**

**Total cost:**



**School bag**

**Branding:**

**Category:**

**Packing :**

**Quantities:**

**Cost:**

**Total cost:**

**With Etisalat Logo.**

**Normal**

**Yes**



**Wrest watch**

**Branding:**

**With Etisalat Logo.**

**Category:**

**Normal**

**Packing :**

**Yes**

**Quantities:**

**Cost:**

**Total cost:**



**Thank You**