

TENDER NOTICE

No. EA/02-65-2025

For Provisioning of Etisalat Digital Branding Items

1. Proposals are invited from companies of repute or their authorized agents for “Provisioning of Etisalat Digital Branding Items” according to Etisalat Afghanistan's Scope of Work as per RFP.
2. Proposal can be submitted/shared through email to azahed@etisalat.af by **21 December 2025**. Please clearly indicate “Provisioning of Etisalat Digital Branding Items” on the subject line of your email.
3. You may also download this Bid Document from the Etisalat Afghanistan website at: www.etisalat.af/en/about-us/doing-business-with-us/tenders
4. Offer received after the above deadline shall not be accepted.
5. The bidder shall submit the proposal in two separate parts: Technical and Commercial. The Commercial part must be submitted as a password-protected soft copy. The password will be requested once the evaluation committee begins the commercial evaluation of the bids.
6. The vendor must demonstrate relevant experience in providing training services like those requested by Etisalat Afghanistan. Interested vendors are required to provide and share supporting documents that verify their expertise and past performance in this field. These documents should be submitted along with the proposal for evaluation purposes.
7. Etisalat Afghanistan reserves the full discretion to accept or reject any or all bids and to cancel the bidding process at any stage, without incurring any liability to the bidders or any obligation to provide reasons or notify the affected bidders of the decision.
8. All correspondence regarding this matter should be directed at:

Ahmad Fawad Zahid
Specialist Procurement and Contract
Email: azahed@etisalat.af
Contact No: +93781202150

Please also copy Mr. Ihsanullah Zirak, Director of Procurement & Supply Chain, at Ihsanullah@etisalat.af

and Ghurzang Waziri, Assistant Manager, Procurement and Contracts, at ghurzang@etisalat.af

Request for Proposal (RFP)

For

Provisioning of Etisalat Digital Branding 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.

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 The scope and detail specification are as per the Annexure A.

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/services 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. Or any other payment terms if agreed by both parties.

8.4 No advance payment shall be made to the Contractor.

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

9. 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.

10. Termination of the Contract by the Purchaser:

10.1 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.

10.2 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.

11. Termination of the Contract by the Contractor:

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

11.2 In the event of the Contract being terminated by the Contractor as indicated, the Contract Price payable by the Purchaser to the Contractor (after considering 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.

12. Local Taxes, Dues, and Levies:

12.1 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.

13. Settlement of disputes:

13.1 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.

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

14. Corrupt Practices:

14.1 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.

14.2 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.

14.3 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.

15. Publicity and confidentiality

15.1 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.

15.2 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.

15.3 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.

16. Project Control:

16.1 The Contractor shall appoint a Project Controller at his work 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.

16.2 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

17. ANNEXURES:

The annexures listed below form an integral part of this RFP

Annexure- A..... Table for Unit Price
Annexure- B..... Supplier Code of Ethical Conduct.
Annexure –C Compliance Clauses.

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)

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Annexure-A

S/N	Item Description	Quantity	Unit Price in (AFN)	Total Price in (AFN)
1	Digital Signboard Fabrication and installation of 3D signage with Alcoban, frame & EA-branded color. rugged, high-brightness, IP-rated display solutions with temperature control systems designed to provide durable, visible, and remotely manageable dynamic content in all external environments	1SQM		
2	Digital Poster Frames LED poster frames are ultra-slim, edge-lit display units utilizing energy-efficient LED technology with snap-open aluminum alloy frames for vibrant, easy-to-change graphic presentation in various standard and custom sizes	1SQM		
3	Digital Backdrop Fabrication and installation of 3D signage with Alcoban, frame & EA-branded color	1SQM		
4	Indoor LED Sign inside sales outlets "Size 1x2 with screen size of 1.5 m, Portable, Plug & Play with sound, Light & thin, Latest version, USB/WIFI/HDMI Cable.	1 Unit		
5	Electronic Rollup Stand Size 1x2, Portable, PVC print, rolls with two different promotions, Plug & Play, changeable skin	1 Unit		
6	Reflective Billboard Skin Printing of honeycomb or any other good quality material, reflective PVC vinyl flex banner for billboard. high quality with warranty. Printing plus installation in Kabul and all provinces around the country	1SQM		

For some items, Etisalat maybe establish a unit rate contract, and based on requirements, the purchase orders (POs) will be issued.

ANNEXURE B

Code of Ethical Conduct

Content

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

1. Supplier Definition and Scope

- 1.1. The term **Supplier** means any person, entity or organization that provides or seeks to provide Etisalat Afghanistan with products, goods, or services. This includes all officers, employees, contractors, subcontractors, and agents of any 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 recognize 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, labor standards, environmental, the responsible sourcing of minerals and health and safety.
- 2.5. The Supplier is encouraged to ensure its own suppliers and subcontractors are made aware of the principles of the Code when undertaking any work, or providing any product or service to, or on behalf of Etisalat Afghanistan.

3. 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 it’s selection processes also include adequate due diligence on sub-contractors.

- 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 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 authorized communication of Etisalat Afghanistan confidential or customer information should be limited to appropriately trained and authorized individuals who need it to carry out their work, in accordance with applicable laws and for legitimate business purposes only.
- 5.4. The 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 labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise. No employee or worker may be compelled to work through force or intimidation of any form, or as a means of political coercion. Also, we operate a zero-tolerance policy for any form of Slavery and Human Trafficking in our operations and procurement & supply chain. The Supplier shall not permit the use of any form of forced, bonded, compulsory labor, slavery, or human trafficking. We will treat any reported incidents seriously, with respect and confidence.

- 6.3. Etisalat Afghanistan condemns all forms of exploitation of children. We remain committed to prohibit and eliminate the use of child Labor in our operations and procurement & supply chain. Our aim is to ensure that all our operations remain in compliance with national regulations. The Supplier shall not knowingly use any child labor and should not employ or engage anyone who is below the minimum legal age for employment in line with applicable laws in the country.
- 6.4. All the Supplier's employees shall be freely employed. This means all employees must be provided with employment contracts that stipulate the employees' 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 confidence and we will promptly investigate all allegations of physical punishment. No one will be victimized for making such a complaint.

7. Discrimination

- 7.1. Etisalat Afghanistan believes that everyone should be treated with dignity and respect, therefore, Etisalat Afghanistan prohibits all forms of discrimination, harassment, humiliation, threats of violence and abusive or offensive behavior.
- 7.2. The 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 color, age, gender identification or any other characteristics protected by law, pregnancy, disability, religion, political affiliation, nationality, medical condition, social origin, social or marital status and trade union membership.

8. Bribery and Corruption

- 8.1. Etisalat Afghanistan's stance on avoiding Bribery and Corruption means that regardless of local customs, we never receive or provide Gifts, Entertainment,

Hospitality or any other benefits that are motivated by an improper purpose, such as to gain an inappropriate business, personal or other advantage.

- 8.2. The Supplier shall not tolerate or enter into any form of bribery, including improper offers or payments to or from employees, customers, suppliers, organizations 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 organization, including facilitation payments.
- 8.5. In the course of doing business with or on behalf Etisalat Afghanistan or fulfilling any agreement or contract with Etisalat Afghanistan, the 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, contractors and sub-contractors 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 program, 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, contractors, 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, minimizing, and preventing health and safety hazards, using competent and trained people, providing and maintaining safe equipment and tools, including ensuring personal protective equipment is made available as required.
- 10.3. The Supplier shall ensure that these health and safety obligations are communicated and applied to all parties including sub-contractors when undertaking any work or activities on behalf of Etisalat Afghanistan.
- 10.4. Summary of HSE (Health, Safety and Environment) terms and conditions for contractors:

- Contractors, vendors, and 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.
- Conform with all the local laws and regulations laid down by the Government of Afghanistan related to their operations, wellbeing, health of employees, public, protection and sustainable use of natural resources and the environment they operate.
- the contractors are required to strictly follow and implement the HSE regulations and standards mentioned during their operations and activities. The instructions are produced primarily for the use of the contractor's management and supervisory staff who are required to ensure that the rules and procedures are brought to the notice of all the contractors' workers and that such rules and procedures are strictly followed by them.
- EA will not be responsible for any damage, loss, incident, legal issues, and non-compliance with HSE standards that may arise from the contractors' activities.
- Contractor must obtain permit for work and report any HSE related incidents such as injury, fatality, death, and non-compliance to Etisalat Afghanistan HSE focal points and via email hse@etisalat.af.

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. Suppliers shall minimize 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 behavior or breaches of this Code (in relation to the goods and services being provided to Etisalat Afghanistan) in confidence using the 'Speak Up' contact details below.
- 12.3. The Supplier shall regularly promote these Etisalat Afghanistan 'Speak Up' contact details to its employees and any agents or subcontractors working on the Supplier's behalf for Etisalat Afghanistan: via the official Etisalat Afghanistan whistle-blower email eawb@etisalat.af.

Annexure C

Compliance Clauses

1. Anti-Bribery Anti-Corruption

- 1.1 The Contractor represents and warrants on behalf of itself, its directors and employees and any third-party employed and/or retained to act for or on its behalf including, without limitation, agents, contractors, sub-contractors and professional representatives ("**Representatives**") (including executive officers and directors of any such Representatives) that:
 - (a) it complies and will comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the UAE Penal Code ("**Relevant Requirements**") to the extent applicable to the Parties, and related laws and regulations of Afghanistan.
 - (b) it will not directly or indirectly through a third party, in relation to, in connection with, or arising from the performance of this Agreement give, receive, promise, attempt to give or to receive or in any way facilitate the giving and/or receiving of anything of value to any person for unlawfully of securing an improper advantage for (an advantage that is not legitimately due to) either Party, inducing or influencing any person to take any action or refrain from taking any action to obtain or retain business for either Party, and/or inducing any government or public official to take or to omit to take any decisions unlawfully;
 - (c) it has and shall maintain in place throughout the term of this Agreement its own adequate policies and procedures that are aligned with the Relevant Requirements and shall train its own employees on its policies and procedures to ensure compliance with the Relevant Requirements and will enforce its policies and procedures where appropriate.

- (d) it shall immediately and in any case within three (3) days report to [Etisalat Afghanistan] in writing any actual or suspected violations including any request or demand for any undue financial or other undue advantage of any kind that it receives in connection with the performance of this Agreement; and
- (e) following a request from [Etisalat Afghanistan], it shall certify to [Etisalat Afghanistan] in writing and signed by an officer of the Contractor its compliance with this clause and the compliance of all persons associated with it as well as that of its third parties under this Agreement. The Contractor shall provide such supporting evidence of compliance as [Etisalat Afghanistan] may reasonably request.

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 Contractor 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 Contractor or acquires a direct or indirect interest in the Contractor and the Contractor warrants that it has no Public Officials as direct or indirect owners, officers or employees as of the date of this Agreement.
- 2.1.2 The Contractor represents and warrants that neither it nor any persons associated with it or any third party has interests that would conflict in any way with the performance of its obligations under this Agreement; and
- 2.1.3 If any actual or potential Conflict of Interest arises under this Agreement, the Contractor shall immediately and in all cases within three (3) days inform [Etisalat Afghanistan] in writing of such conflict and shall provide all relevant information to assist [Etisalat Afghanistan] in its assessment of such conflict.

3.1 The Contractor shall ensure that any third party associated with the Contractor who is performing services or providing goods in connection with the performance of this Agreement does so only on the basis of a written contract which imposes on such third-party terms equivalent to those imposed on the Contractor in this [Annex 1]. The Contractor shall be responsible for the observance and performance by such third parties of the terms similar to those stipulated by this compliance provisions and shall be directly liable to [Etisalat Afghanistan] for any breach by such third parties of any of the Relevant Requirements. For the purposes of this [Annex 1], a person associated with the Contractor includes any subcontractor of the Contractor. The Contractor may only

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.

engage a third-party (e.g., subcontractor) 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 Contractor 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 Contractor's compliance with this [Annex 1], and the Contractor warrants its full cooperation with any investigation of suspected violations, including but not limited to, the timely provision of all relevant information, records, documentation, evidence, and employees, as may be requested by [Etisalat Afghanistan].

3.4 [Etisalat Afghanistan] shall be entitled to suspend payments of Contractor invoices that are, or become due in case there is a reasonable believe that the Contractor might have committed an actual or potential violation of this Annex 1 or applicable anti-bribery or anti-corruption laws, or whenever investigation or audit conducted reveal actual or suspected violations of this [Annex 1], or that become due at any time during a period of ninety (90) days thereafter.

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

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

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

2. Export Controls and Sanctions

Definition Section:

Affiliated Persons	mean any owner, officer, director, partner, principal, employee, any legal entity with control of or controlled by the Contractor or same owner(s) and/or or agents, suppliers or other contractors of the Contractor.
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 Contractor 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 Contractor, 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 Contractor including, without limitation, agents, contractors, sub-contractors 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 Contractor acknowledges that any Items that it provides under the Agreement may be subject, or become subject in the future, to the Applicable Sanctions/Export Control Laws of one or more jurisdictions (including without limit those of the U.S., the European Union, the UAE, the UK and any other jurisdiction in which it deals in Items), and shall not deal in, supply, deliver, broker or export any such Items without first obtaining all governmental licenses and approvals and making any notifications that may be required

under such Applicable Sanctions/Export Control Laws.]

2. The Contractor agrees at all times to comply with and ensure that it, its Affiliated

Persons and Representatives act in compliance with all Applicable Sanctions/Export Control Laws in carrying out its responsibilities under this Agreement. Without limiting the foregoing, the Contractor represents, warrants and undertakes that:

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

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

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

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

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

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

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

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

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

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

Sanctions/Export Control Laws as applicable to such Party.

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

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

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

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

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

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

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

2. The Contractor represents and warrants that:

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

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:

Bidder Contact Details	
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	

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