

## Tender Notice

No: EA/02-19-2026

### For Hiring Distributors for Etisalat mHawala

1. Proposals are invited from companies of repute or their authorized agents for "Hiring Distributors for Etisalat mHawala" according to Etisalat Afghanistan's Scope of Work as per RFP.
2. Proposal can be submitted/shared through email to [ghurzang@etisalat.af](mailto:ghurzang@etisalat.af) by **16 March 2026**. Please clearly indicate "Hiring Distributors for Etisalat mHawala" 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](http://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. **Proposal Submission Instructions:**  
"Vendors must submit their proposals via email using the following subject line exactly as shown:  
  
**Hiring Distributors for Etisalat mHawala – RFP No. EA/02-19-2026**  
  
Please ensure that the subject line is correct, as Etisalat will not be responsible for any proposals missed or overlooked due to incorrect or incomplete subject lines."
7. The vendor must demonstrate relevant experience in 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.
8. Etisalat Afghanistan reserves the full discretion to accept or reject any or all bids and to cancel the bidding process at any stage, without incurring any liability to the bidders or any obligation to provide reasons or notify the affected bidders of the decision.
9. All correspondence regarding this matter should be directed at:

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

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

# Bid Document

For

## Hiring Distributors for mHawala

ETISALAT AFGHANISTAN, HEAD OFFICE, CHAREHE SHAHEED  
SHAHR-E-NAW.KABUL- AFGHANISTAN

## 1. DEFINITIONS.

### 1.1 Terms.

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

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

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

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

**“Competent Authority”** means the functionary EA 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.

**“Contract”** means the Contract between Etisalat Afghanistan (EA) and the Contractor and comprising documents enumerated therein, such as the Conditions of the Contract, the Scope of Works, the Specifications and the Contractor's offer and correspondence relating thereto, the Bill of Quantities with unit prices to be provided by the 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 Equipment/Systems/Material/Items and Services 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.

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

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

**“L.o.I”** means a Letter of Intent issued by EA to successful bidder with regard to 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.

**“Prime Contractor”** means the individual or firm ultimately responsible for supplying all the Goods and Services 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.

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

**“Supplier/Vendor”** (used interchangeably) means the individual or firm ultimately responsible for supplying all the Goods and Services 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.

**Annexure-A**  
**SCOPE OF WORK (SoW)**  
**For**  
**Hiring mHawala Distributors**

**1- Introduction:**

mHawala is a 100% owned subsidiary of Etisalat Afghanistan providing Mobile Financial Services. It is registered with the Central Bank of Afghanistan and is incorporated and operating under the laws of Afghanistan. The company's principal place of business is located at Ihsan Plaza, Charrahi Haji Yaqoub, Shahr-e-Naw, Kabul, Afghanistan.

Etisalat Afghanistan, a UAE-based company, is one of the world's largest GSM/CDMA operators, with operations in 39 countries. Etisalat launched its services in Afghanistan on 29 August 2007 with the aim of offering high-quality, easy, convenient, and affordable communication services to help people stay connected. Today, Etisalat Afghanistan serves approximately 6 million customers across all 34 provinces of Afghanistan.

The purpose of this Statement of Work (SOW) is to recruit mHawala Distributors who are willing to partner with mHawala in addressing the Mobile Money needs of the people of Afghanistan.

**2- Scope:**

This Scope of Work outlines the essential requirements for being selected as an mHawala Mobile Money Distributor. Etisalat is transitioning from a traditional telecommunications company to a technology-driven organization—moving from hard-cash payments to fully digital payment solutions.

Given the growing demand for reliable partners who can effectively facilitate Mobile Money services across the country, mHawala is onboarding strong and capable distributors to improve cash flow operations and expand the reach of financial inclusion nationwide.

The Mobile Money distributors must have the following key requirements:

**- Agent Network**

The agent network is one of the most critical target segments for Mobile Money services in Afghanistan. Agents serve as the backbone of the distributor on the ground, enabling customers to receive the basic services of Mobile Money.

- **Procedure and requirements for recruitment:**
- Interested companies/individuals should submit their company profile to the Etisalat procurement department.
- Interested companies/Individuals should submit their financial statement mentioning their financial capabilities, total capital, and planned amount to be invested as mHawala distributor.
- Interested companies/individuals will submit the current organizational structure with the details of their human resources available to run the distributional business stating the number of staff as well as a dedicated manager (Must have experience in Mobile Money sector) for mHawala distribution.
- Interested companies/individuals will submit the details of the distributional sales force, mentioning the provinces where they have good spread and agent network. The distributors who have strong agent network in Southern Region (Kandahar, Helmand, Uruzgan, Zabul) and Central-Western Region (Herat, Farah, Badghis, Faryab, Sar-e-Pol, Bamyan, Daikundi, Helmand) will be prioritized in the shortlisting.
- Interested companies/individuals will submit a complete 1-year business plan for the Mobile Money mass market outreach and distributional business mentioning the geographical area and how to increase the digital wallet and trust among the people for use of mobile money.
- The distributors must be willing to open at least one exclusive mHawala branded shop in each central business district of the provinces/territories they are assigned to.
- The distributor must have at least 5 years of experience in Mobile Money market, if they are existing distributor of other EMI or Telecom, they are required to provide 3 reference check for Etisalat procurement team.
- The distributor must have proper office in operating working zone, with right human resources and infrastructure.
- Companies/individuals holding EMI licenses are not permitted to apply for this tender.
- To become mHawala Distributor, the interest company must obtain a No Objection Certificate (NOC) from Da Afghanistan Bank.

**Mandatory Requirements:**

1	Company Profile & Business Plan at least for 1 year
2	Valid AISA License and Article of Association
3	Having Good Experience in Mobile Money & Fintech or strong on ground presence in the selected regions
4	The Applicant must prioritize at least three regions, where they are willing to operate.
5	The applicant should financially strong & should have an enough amount for business operation ( <b>almost AFN 20,000,000</b> )
6	One year business plan for Mobile Money mass market
7	Evidence of financial requirements
8	The applicant must be willing to open an exclusive mHawala branded shops in the central business districts /provinces/territories they are assigned to
9	Interested companies/individuals will submit the details of the distributional sales force, agent network mentioning the provinces they have good spread and influence.
10	Strong agent Network, office, experienced staff in Mobile Money

### TECHNICAL PROPOSAL QUESTIONNAIRE

S. No	Mandatory Requirements	YES	NO
1	Are you an existing Etisalat distributor?		
2	Are you currently registered with Etisalat as a distributor or vendor of any of its services? Please mention for which service(s)		
3	Do you have an AISA business registration		
4	Do you have any experience in Mobile Money business		
5	Mention the number of years in Number of years providing similar services		
6	Mention the provinces you have businesses and strong agent network		
7	How much e-money floating do you have in a month?		
8	Are you willing to open new offices exclusive for mHawala in assigned provinces/territories		
9	Are you dedicated Mobile Money distributor for any other Telecoms company in Afghanistan?		
10	If your answer is Yes to question 9, please mention		
11	Are you willing to have an exclusive contract with mHawala Afghanistan for specific provinces for mobile money outreach?		
12	Are you currently an EMI licensed?		

- **Period of contract:**

3 months' probation with an option to extend for 2 years based on satisfactory target achievements and adherence to business processes and requirements.

**CONFIRMATION AND UNDERTAKING:**

a) We confirm that our company is registered and licensed to perform the required Services stated in the Statement of work document.

Our Registration/License No. is \_\_\_\_\_

Issued from \_\_\_\_\_

Date of Issue \_\_\_\_\_

b) We also confirm that we have read, understood and accept that if the distributorship is awarded to us, we will adhere to the terms, conditions and specifications mentioned in this SOW including its Annexes. We undertake to provide Etisalat with the necessary services and warranties in accordance if selected

c) We further confirm and warrant that our company is able to perform the Services mentioned in this SOW with our work force and/or our sub-contractors, if any, legally in Afghanistan,

Full name of company

\_\_\_\_\_  
Telephone No.: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Name & Title of duly authorized Representative of the Company

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Full Address

## ANNEXURE – A

### Content

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## 1. Contractor Definition and Scope

- 1.1. The term **Contractor** means any person, entity or organization that provides or seeks to provide Etisalat Afghanistan with products, goods, or services. This includes all officers, employees, contractors, subcontractors, and agents of any Contractor.
- 1.2. This Contractor Code of Ethical Conduct applies to all Etisalat Afghanistan Contractors and their procurement agreements.

## 2. Purpose of this Code

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

## 3. Contractor selection and boarding

- 3.1. Etisalat Afghanistan is committed to doing business with the highest standards of ethics and integrity. We expect that our partners, Contractors, consultants, agents, etc. will apply the same standards.

- 3.2. To ensure that Etisalat Afghanistan work with the right third parties and to protect Etisalat Afghanistan's brand and reputation, we conduct a thorough registration/selection, due diligence, and engagement processes prior to on-boarding or engaging any Contractors.
- 3.3. The Contractor shall take reasonable steps to ensure that its selection processes also include adequate due diligence on sub-contractors.
- 3.4. The Contractor shall ensure it does not commence any work or activities on behalf of Etisalat Afghanistan until it confirms it has read, understood, and will comply with all the principles set out in this Code.

#### **4. Contractor monitoring**

- 4.1. The Contractor must ensure they have processes in place to identify, correct and monitor the continued compliance of any activities that fall below the standards of ethical conduct set out in this Code.
- 4.2. Any breach of this Code may be a material breach of any agreement or contract with Etisalat Afghanistan, and Etisalat Afghanistan reserves its legal rights and remedies in respect of any such breach.

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

- 5.1. At Etisalat Afghanistan, we respect the privacy of our customers and third parties, as well as of others with whom we conduct business.
- 5.2. The Contractor must ensure they handle any confidential or customer personal data with due care, ensuring it has a process in place to ensure access and storage of this data is managed securely.
- 5.3. The Contractor shall ensure that any authorized communication of Etisalat Afghanistan confidential or customer information should be limited to appropriately trained and authorized individuals who need it to carry out their work, in accordance with applicable laws and for legitimate business purposes only.
- 5.4. The Contractor must ensure they protect any Etisalat Afghanistan confidential or customer information from improper disclosure.
- 5.5. The Contractor shall respect Etisalat Afghanistan's brand and intellectual property rights and manage any technology and know-how it receives from Etisalat Afghanistan in a manner that protects these intellectual property rights.

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

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

work environment that is free of any sort of physical punishment. All employees should be aware that we will treat all incidents seriously and with respect and confidence and we will promptly investigate all allegations of physical punishment. No one will be victimized for making such a complaint.

## 7. Discrimination

- 7.1. Etisalat Afghanistan believes that everyone should be treated with dignity and respect, therefore, Etisalat Afghanistan prohibits all forms of discrimination, harassment, humiliation, threats of violence and abusive or offensive behavior.
- 7.2. The Contractor shall not engage in, or support, any form of discrimination, in hiring, employment terms, remuneration, access to training, promotion, termination, retirement procedures or decisions including but not limited to race, ethnicity, skin color, age, gender identification or any other characteristics protected by law, pregnancy, disability, religion, political affiliation, nationality, medical condition, social origin, social or marital status and trade union membership.

## 8. Bribery and Corruption

- 8.1. Etisalat Afghanistan's stance on avoiding Bribery and Corruption means that regardless of local customs, we never receive or provide Gifts, Entertainment, Hospitality or any other benefits that are motivated by an improper purpose, such as to gain an inappropriate business, personal or other advantage.
- 8.2. The Contractor shall not tolerate or enter any form of bribery, including improper offers or payments to or from employees, customers, contractors, organizations or individuals.
- 8.3. The Contractor shall abide by all applicable anti-corruption laws and regulations of Etisalat Afghanistan and applicable laws in the country, including the Foreign Corrupt Practices Act ("FCPA") and applicable international anti-corruption conventions.
- 8.4. The Contractor shall have an anti-bribery policy that sets out the principle of zero tolerance to any form of bribery or corruption within their organization, including facilitation payments.
- 8.5. In the course of doing business with or on behalf Etisalat Afghanistan or fulfilling any agreement or contract with Etisalat Afghanistan, the Contractor must not in relation to any public or government official, offer, give, promise, receive or request any bribes (financial or any other improper advantage).
- 8.6. The Contractor shall ensure its employees, contractors and sub-contractors are aware of its antibribery policy and how to comply with its requirements.

## 9. Money laundering

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

## 10. Environment and Climate Change

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

10.2. The Contractor shall seek to improve the environmental performance of the products and services it provides, as well as support those that offer environmental and social benefits to Etisalat Afghanistan's customers.

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

## 11. Speak Up

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

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

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

## 12. Health, Safety and Environment (HSE)

### **Health Services:**

The contractor must provide health services such as the treatment of first aid injuries, prevention of dehydration, work stress, poor work environment, provide necessary facilities for workers etc. Accident and emergency services in their areas of operation should be available and should be made known to all employees.

### **Safety:**

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

### **Environment:**

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

### **Accidents / Incidents:**

Contractor is obliged to comply with EA Incident's investigation, response & reporting process document. If an incident happens at any EA or contractor premises, it should be reported to EA HSE Team within 03 hours. The initial report shall be submitted to EA HSE Team within 24 hours, using form number 01. Incidents investigation and report closing shall be completed within 03 working days, using form number 02. Incidents, accidents, environmental emergencies, or complaints, however trivial, must be reported as per Incidents Investigation, Response & Reporting procedure to EA HSE team as soon as on the incident/accident occurrence. Fatalities, lost time injuries, and serious environmental incidents shall be investigated by the Senior Contractor Manager and EA respective department with the help of HSE team.

In addition to compliance with best international and national standards the contractors shall attend all HSE Performance Review meetings with EA upon invitation. Each Contractor shall have dedicated HSE Officers, approved by EA. The Contractor HSE officers shall ensure that their HSE Files, documentation and records are available at site. Contractors shall be required to submit their HSE. Performance reports/statistics to EA HSE team on monthly basis during their contract's validity. The contractor is responsible for their workers and employees' activities to be performed as per HSE policies and procedures. All HSE inspections, assessments, Monitoring and Training must be recorded and reported on daily, weekly and monthly basis.

### **Rules and Responsibility**

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

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

Contractor HSE representations warrant:

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

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

#### General HSE Obligations

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

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

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

#### HSE Requirements

In addition to what is set out in the Contract: a) the Contractor shall use Personnel in accordance with applicable Law and shall implement suitable procedures to

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

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

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

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

#### [Guidelines for Health, Safety and Environmental Management Plans](#)

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

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

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

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

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

#### Fire Emergency Measures:

The following measures should be implemented:

- a) The Contractor must immediately communicate any emergency, of any nature, to EA, through its representative or the available alert channels at the Workplaces b) the Contractor is responsible for autonomously organizing first aid and fire prevention measures based on the characteristics of the Workplace.
- c) The Contractor shall ensure the presence of Personnel responsible for fire emergency management and first aid, as indicated in the offer and HSE documents, throughout the duration of the Contract. The Contractor shall promptly notify EA of any changes in this Personnel.
- d) all Contractor's actions pertaining to first aid, fire prevention and emergency management must be carried out in coordination with the existing Workplace emergency plans.
- e) in case of special activities (e.g. Electrical work, confined spaces, working at heights, etc.), the Contractor shall establish appropriate intervention procedures.

#### Waste Management:

All waste generated from activities related to the Contract must be managed in compliance with the provisions of the Law in force as well as with all the obligations provided for in the Contract and in the Environmental Management Plan. The Contractor, as the waste producer, is responsible for all the activities related to the management of waste and the disposal of resulting materials produced during Contract execution, including packaging waste, in compliance with applicable provisions of Law. In particular, the Contractor/Subcontractor/Contractors and/or Vendors are responsible for the legal obligations relating to the appropriate

management of any temporary warehouses, as well as for archiving and preserving environmental documents. Waste produced by Contractor shall be conferred by them, at their own expense, to authorized waste recovery or disposal entities, where possible. The Contractor is strictly forbidden to set up temporary waste storage areas at the Workplaces, unless otherwise expressly specified in the Contract. In case the temporary waste storage is allowed by the Contract, waste produced by the Contractor shall be stored exclusively in the areas assigned by EA and managed according to the provisions of Law for temporary waste storage.

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

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

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

## Annexure B

### 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 Official<sup>1</sup> 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 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

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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.

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:

<b>Affiliated Persons</b>	mean any owner, officer, director, partner, principal, employee, any legal entity with control of or controlled by the Contractor or same owner(s) and/or or agents, suppliers or other contractors of the Contractor.
<b>Applicable Sanctions/Export Control Laws</b>	mean the Sanctions Laws and/or the Export Control Laws of the UAE, and any other jurisdiction in which the Contractor deals in Items and/or provides services [including but not limited to US, UK, EU].
<b>Blocked Person</b>	means, at any time, any person (a) whose property or interest in property is blocked by any Sanctions, (b) designated as a target of asset freeze under Sanctions, (c) with whom dealings are otherwise prohibited under applicable Sanctions or Export Control Laws, or (d) owned or controlled by any such person.
<b>Export Control Laws</b>	mean laws and regulations related to the regulation of imports, exports, re-exports, sale, resale, transfers, releases, shipments, transmissions, or any other provision or receipt of goods, technology, technical data, software, or services, and any laws or regulations of a similar nature administered and enforced by Governmental Authorities.

<b>EU</b>	Means the European Union
<b>Governmental Authorities</b>	mean any agency, office, bureau, department, or instrumentality of the national government of the UAE, [any other applicable jurisdiction: US, UK, EU], that is responsible for administering and enforcing Sanctions and Export Control Laws and/or which has other relevant regulatory or other authority over the Contractor, as required in the context of the relevant Agreement.
<b>Item</b>	means hardware, software including source code, technology, documents, technical data, diagrams and services.
<b>Representatives</b>	mean any third-party employed to act for or on behalf of Contractor including, without limitation, agents, contractors, sub-contractors and professional representatives.
<b>Sanctions Laws</b>	mean economic or financial sanctions or trade embargoes imposed, administered or enforced by Government Authorities with applicable jurisdiction.
<b>Sectoral Sanctioned Entity</b>	means, at any time, any person subject to Sanctions administered or enforced Governmental Authorities.
<b>US</b>	Means the United States of America
<b>UK</b>	Means the United Kingdom of Great Britain and Northern Ireland
<b>UAE</b>	Means the United Arab Emirates

**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.

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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