

REQUEST FOR PROPOSAL

No. EA/02-34-2026

For Outsourcing Option for Etisalat Afghanistan Direct Sales Agents

1. Proposals are invited from companies of repute or their authorized agents for "Outsourcing Option for Etisalat Afghanistan Direct Sales Agents according to Etisalat Afghanistan's Scope of Work as per RFP.
2. Proposal can be send/shared through email to ghurzang@etisalat.af by **29 April 2026**.
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. Proposal for Submission Instructions:

"Vendors must submit their proposals via email using the following subject line exactly as shown:

RFP for Outsourcing Option for Etisalat Afghanistan Direct Sales Agents – RFP No. EA/02-34-2026

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 Outsourcing Service** 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 and 0781204068

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

RFP No: EA/02-34-2026

Dated: 09 April 2026



BID DOCUMENT

FOR

Outsourcing Option for Etisalat Afghanistan Direct Sales Agents

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 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/Offers 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 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's/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.

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

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

“Performance Bond/Security” means an unconditional irrevocable guarantee issued by a bank located in Afghanistan and acceptable to EA commensurate with the value of the contract. The value of the Performance bond/Security is specified in the Bid Documents and same to be specified in the contract.

“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.

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

“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.

“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.

2. INTRODUCTION.

Etisalat Afghanistan is planning to make its direct sales agent outsource in order to run its operation through vendors. The purpose of this project is to maintain cost leadership practices in the market and have a competitive advantage in the telecom industry. In addition to that, it will allow space for Etisalat Afghanistan to focus more on other business areas.

Direct Sales management (Permanent staff) will have control over all related operations and agents' performance in order to ensure it is aligned with current standards and meets organization objectives and goals when it comes to achieving customer satisfaction, fostering FCR, maintaining quality assurance standard, complaint management practices, courtesy, and professionalism norms and transforming cost center to profit and revenue generation center.

3. SCOPE OF WORK

Third party and Etisalat Afghanistan are to provide through a mutual agreement, which includes the following range of services and activities:

- The company is required to provide access to its HRMIS System and software applications to support EA with clear insight into outsourced agent leaves, salaries, attendance & overtime disbursement.
- The recruitment, hiring, screening, testing, selection, administration, and handling of end-of-employment Direct/Indirect Sales Agents based on Etisalat's pre-defined Criteria.
- Payroll services of the Direct/Indirect Sales Agents to be done by company / third party.
- The salary of agents is to be paid by the first week of next month.
- The Agent remuneration will be paid monthly in arrears in Afghani gross.
- All government taxes set by the Government of Afghanistan will be deducted from the agent's gross salary by the company and paid directly to the Ministry of Finance.
- Agents' normal working hours will be from 8.00 AM to 04.00 PM daily, from Sunday to Thursday, or as determined by the EA management considering the situation & beyond 40 hrs. per week the agents will be compensated with overtime.
- Agents for Direct/Indirect Sales should be selected based on the criteria below.
- The Direct/Indirect Sales management and Vendor team will have full authority regarding who will be selected, hired, and recruited in compliance with EA policy.
- The EA representative might be available on-site while the Vendor is conducting the test for candidates.

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- The vendor representative might be available on-site while EA is conducting the interview based on the test result report.
- EA management will have full authority regarding who will be terminated if the agent violates any Direct/Indirect Sales rules and regulations, but the Vendor should seek EA approval to respect the chain of command.
- The company provides the entire employment cycle through its own HR department.
- Agent salary should not be less than 15,400 AFN Gross.
- Agents shall receive their salaries for any Public/Official Holidays endorsed by EA and Afghanistan Government.
- All the candidates will be entitled to payment starting their first day in the direct/indirect sales POS/Regions.
- Ramadan working hours should be per the labor law and EA will consider the official working hours for Ramadan as per labor law.
- Annual Leave and sick Leave shall be granted as per the Law of the Afghanistan Islamic Government.
- EA management has the right to replace any agent with immediate notice and with instant effect.
- All candidates selected, the company shall provide medical tests, security clearance, GDI Clearance, national IDs, guarantee letters, and educational certification at its own cost.
- The company has the right to reject any candidate according to the medical test results, inadequate certifications, or insufficient security clearance where the company will assume the cost of all with no cost or responsibilities on EA Part.
- Leaving the office by the agents before the end of his/her official hours will not be accepted and EA has the right to take any necessary disciplinary action against those agents who do not comply with this.
- On termination/resignation from the company, the Agents will return all the documents and properties to EA management.
- Agents shall not have the right to leave the Point of Sales/Regions premises during official working hours unless they get proper approval from their supervisor.
- During the employment with Etisalat Afghanistan, the Agent may have access to documents, information, or data deemed confidential by the company & Agents must keep it confidential.
- The agents' duties will be determined by his/her line Supervisors in the direct/indirect sales.
- The company's performance will be evaluated by EA monthly, if the performance of the Company is not satisfactory for EA and below the agreed standards and specifications, EA shall have the right to terminate the contract upon providing 30-day notice to the company.

- Selected agents must be ready in the pipeline, in case any candidate resigns or is terminated, the replacement should be available within 24 hours any breach of these obligations will harm the Point of Sales monthly performance evaluation.
- ATRA and government entities fines should be handled by the company (Fines related to the company and agent's misuse of available services in EA point of sales).
- One-month salary payment annually should be paid to the agent as a pension by the vendor.
- Overtime should comply with Afghanistan labor law. Overtime will be reported by EA and will be added to specified agents, calculated separately.
- The company shall disburse the agents' salary from the starting date of the contract with them without blocking their salary as a guaranteed amount.
- The company should provide a separate point of contact & separate team for direct/indirect sales to manage the outsourcing agents-related matters.
- The company ensures a proper end-of-settlement process in place with the agents by completing all the documentation processes & pending payments disbursement to avoid any issues.

4. INSTRUCTIONS FOR BIDDING

4.1 BIDDING DOCUMENTS.

“BIDDING DOCUMENTS” means an invitation for Bids, and the following:

- 1) Definitions.
- 2) Introduction.
- 3) Scope of Work.
- 4) Partnership between Etisalat and the Manpower Staffing Company.
- 5) Instructions for bidding.
- 6) Prices.
- 7) Evaluation of Bids.
- 8) Performance Bond.
- 9) Conditions of Contract.
- 10) Payment Terms.
- 11) Bid Form.
- 12) Contract Form.
- 13) Performance Security Form.
- 14) Pricing Schedule Tables.

4.2 LANGUAGE OF BID.

The bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the bidder and EA shall be written in English language, provided that any printed literature sent by the Bidder, may be written in another

language so long as it is accompanied by an English translation of its pertinent passage in which case, for purposes of interpretation of the bid, the English translation shall govern.

4.3 GENERAL INSTRUCTIONS.

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

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

4.3.3 Bidder to submit Company's profile and technical expertise as follows:

- a) Company history, background and date of establishment.
- b) Registered offices and contacts within Afghanistan and abroad.
- c) Organization.
- d) Management and staff strength.
- e) Areas of specialization
- f) Experience in Turnkey Projects of the relevant field
- g) Other similar projects completed and in hand.
- h) References.

4.4 CORRESPONDENCES.

The contractor shall not indulge in correspondences with unconcerned officials and organizations within or outside EA prior to the award of the contract or later.

EA staff authorized in this connection is given below.

Mr. Ghurzang Waziri, ghurzang@etisalat.af.

4.3 SUBMISSION OF BIDS.

4.3.1 The Bidders shall send the bid via email, and the same subject is to be mentioned in the email as per the RFP.

4.4 DEADLINE FOR SUBMISSION OF BIDS.

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

4.5 PERIOD OF VALIDITY

Bids shall remain valid for 90 days after the Submission date. A bid valid for a shorter period may be rejected by EA as non-responsive.

5. PRICE

5.2.1 Price shall be quoted per Agent basis in Afghani as per **Annexure A**.

5.2.2 The price shall be inclusive of all taxes applicable as per Afghanistan Government Tax Laws on Services including Withholding Tax.

5.2.3 The bidder shall also mention clearly the levy or exemption of Tax(s). For claiming exemption relevant complete documentary proof should be provided. Any increase or decrease in the applicable rate of Tax(s) till the final execution of the contract shall be to the cost or benefit of EA.

5.2.4 The amount of Tax(s) should be shown on items/sub-items wise basis. The Tax(s) should be clearly traceable to the items on which it is imposed. Any increase or decrease in the applicable rate of Tax(s) till the final execution of the contract shall be to the cost or benefit of EA.

6. EVALUATION OF BIDS

6.1 PRELIMINARY EXAMINATION.

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

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

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

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

- 6.1.5** Prior to the detailed evaluation, EA will determine the substantial responsiveness of each bid to the Bidding Documents. For this purpose, a substantially responsive bid is one which conforms to the terms and conditions of the Bidding Documents without material deviations. A material deviation is one which being inconsistent with the Bidding Documents affects in any substantial way the scope, quality or which limits in any substantial way, the purchaser's rights or bidder's obligation under the contract.
- 6.1.6** EA's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 6.1.7** A bid determined as substantially non-responsive will be rejected by EA and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 6.1.8** EA may waive off any minor informality or non-conformity or deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 6.1.9** Disclosure of fact(s) at any stage from bid opening till successful completion/ performance of contract will render the bid, the bidder, the contract, the contractor ineligible, had the fact (s) would have been disclosed at an earlier stage and which would have caused rejection of the bid, or disqualification of the bidder, or would have resulted in the termination of the contract.

6.2 CLARIFICATIONS.

To assist in the examination, evaluation, and comparison of bids EA may, at its discretion, ask the bidder for a clarification of its bid and or ask for presentation. The request for clarification and the response shall be in writing and no change in the price or substance of the bid will be sought, offered, or permitted.

6.3 DETAILED EVALUATION.

- 6.3.1** Only such bids shall be considered for evaluation which have been previously determined as substantially responsive in accordance with paragraph 7.1 above and the prices of which have been quoted strictly in accordance with provisions given in the Bid Documents.
- 6.3.2** The comparison and evaluation of bids will be on item item-wise basis or any combination of the items as deemed fit by EA. In such cases, the decision of EA shall be final.

6.4 COMMERCIAL EVALUATION.

Financial evaluation of bids will be done by comparing the offered prices.

6.5 LOWEST BID.

Award shall be offered to the bidder whose bid is technically acceptable and having been evaluated price wise lowest. EA reserves the right to offer the award to any bidder whose offer in EA's opinion is of superior quality even if price wise not evaluated as lowest bid. EA also reserves the right to award the contract to more than one vendor as per award criteria.

7. PERFORMANCE BOND

7.4.1 The successful bidder prior to signing of the contract or within Ten (10) days of signing the contract shall furnish the performance bond in accordance with the conditions of contract and the tender document in the Performance bond form provided in the bidding/tender documents (Appendix 2).

7.4.2 Failure of the successful Bidder to comply with the requirements of sub clauses 7.4.3.1 and 7.4.3.2 shall constitute sufficient grounds for the annulment of the award and cancellation of registration of bidder with EA, in which event EA may make the award to next lowest evaluated and technically compliant bidder or call for new bids.

7.4.3 The performance bond shall be for Five Hundred Thousand (500,000) Afghanis or equivalent in US Dollar and shall be in the following form: bidders shouldn't submit the performance bond with their offers.

7.4.3.1 An unconditional irrevocable Bank Guarantee issued by a Bank located in Afghanistan and in the form provided in the Bid Documents (Appendix 2). The performance bond shall remain valid till the validity of Contract. The performance security will be discharged by EA not later than 30 days following the date of completion of the Contract and clearance issued to Contractor by EA.

7.4.3.2 If the performance Bond is not submitted to EA within Ten (10) days after notification of award of the job. EA reserves the right to cancel the purchase contract/notification of award and cancel the registration of bidder with EA.

7.4.3.2 The performance bond is not required with bid documents, only the winner of the project shall submit the performance bond to EA within 10 days after notification of the award.

8. CONDITIONS OF CONTRACT

8.1 APPLICABLE LAWS.

8.1.1 The contract shall be construed and governed in accordance with the laws of the Islamic Emirates of Afghanistan.

9.1.2 The contractor shall respect the provisions contained in Tax Laws notified by the Government (Islamic Emirates of Afghanistan).

8.2 GOVERNING LANGUAGE

The contract shall be written in the English language, which shall govern its interpretation. All literature, correspondence, and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

8.3 NOTICES

8.3.1 Any notice given by one party to the other pursuant to this contract shall be sent in writing or by e-mail and confirmed in writing to the address specified for that purpose.

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

8.4 CONFIDENTIALITY OF INFORMATION.

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

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

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

8.5 ASSIGNMENT.

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

8.6 SUB-CONTRACTOR.

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

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

8.7 AMICABLE SETTLEMENT.

8.7.1 The contract will be construed under and governed by THE LAWS OF THE ISLAMIC EMIRATES OF Afghanistan.

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

8.7.3 Except as otherwise provided in the contract, any difference, dispute, or question arising out of or with reference to the contract that cannot be settled amicably shall be within (30) thirty days from the date that either party informs the other in writing that such difference, dispute or question exists be referred to arbitration.

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

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

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

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

8.7.8 In the event of an arbitrator resigning or becoming incapable or unable to act, the parties shall nominate and agree on a replacement within two weeks of such an event. Proceeding shall continue without recommencing as if such arbitrator had been originally nominated.

8.8 TERMINATION OF CONTRACT.

8.8.1 TERMINATION OF CONTRACT FOR DEFAULT.

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

8.8.1.1 If the contractor fails to deliver the Services as specified in the contract.

8.8.1.2 If the contractor fails to perform any other obligation under the contract.

8.8.1.3 If the contractor, in either of the above circumstances, does not cure its failure within a period of fifteen (15) days (or such longer period as EA may authorize in writing) after receipt of the default notice from EA.

8.8.2 TERMINATION FOR INSOLVENCY.

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

8.8.3 TERMINATION FOR CONVENIENCE.

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

8.8.4 EA has the right to terminate this contract without any cause upon provision of thirty (30) days prior written notice to the Company.

9. PAYMENT TERMS

Payment shall be made on a monthly basis at the end of the calendar month as per the Service provided on the agreed price per agent.

10 . ANNEXURES:

The annexures listed below form an integral part of this RFP

Annexure- A.....BoQ in detail

Annexure- B..... Supplier Code of Ethical Conduct and Health, Safety and Environment (HSE).

Annexure -C..... Compliance Clauses

Annexure -D..... Information must be submitted with offer

APPENDIX – 1

BID FORM.

To,

Etisalat Afghanistan,

Head Office, Ihsan Plaza, Shar-e- Naw.

Kabul, Afghanistan. (Attention; Procurement Coordinator)

Dear Sir,

We have examined the conditions of the contract and Scope of Work including Addenda Nos. (_____) of your RFP/Tender bearing No..... Receipt of the same is hereby acknowledged. We the undersigned offer to provide Direct Sales Agent Employment Service on the Conditions of the Contract and Scope of Work atAfghanis per CC Agent.

We undertake, if our bid is accepted, to Services as specified in the contract from the date of signing of 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 here of 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)

APPENDEX – 2

PERFORMANCE SECURITY FORM.

FROM: _____ (name of bank)

TO,

Etisalat Afghanistan,
Head Office, Ihsan Plaza, Shar-e - Naw,
Kabul - Afghanistan.

SUBJECT: BANK GURANTEE FOR _____ (amount) ON BEHALF OF
_____ (contractor name) FOR DUE AND FAITHFUL PERFORMANCE of
CONTRACT NO. _____ Dated _____.

Whereas M/S _____ (hereinafter called the Contractor) have requested
us to furnish a Bank Guarantee in your favour in the sum _____ (IN WORDS)
_____ as performance security against Contract/Agreement No.
_____ dated _____ concluded/to be concluded between the Contractor
and Etisalat Afghanistan.

WE HEREBY AGREE:

- 1). To make an unconditional payment of _____ (amount in words) to you on demand without any further question or reference to the Contractor upon failure of the Contractor to perform the Contract on which you will be the sole judge.
- 2). To keep this guarantee valid in full force from this date up to the time of the due and faithful completion of the contract under reference (the schedule of implementation shall be as described in the contract and its subsequent amendments) or till _____ whichever date is later. The faithful completion of the Contract by the contractor will be intimated by Etisalat Afghanistan.
- 3). To extend the period of the enforceability of this guarantee if such extension be necessary due to late issuance of Final Acceptance Certificate or desired by you of us. All claims there under must be submitted to the Bank of _____ on or before the expiry date mentioned in this guarantee or the date mentioned in its extensions issued from time to time, after which this guarantee will become null and void and should be returned to us. Irrespective of its return, we shall consider ourselves fully discharged from any obligation thereunder after the said expiry date.

Dated, this Day of -----.....

Signature: _____ (Authorized bank staff)

(Bank Seal)

Witness; _____

Annexure - A

S/N	Description	Quantity	Unit Price per Agent Per month	Total Price AFN
1	Outsourcing Option for Etisalat Afghanistan Direct Sales Agents	40		

The quantity of agents may increase subject to business requirements.

Annexure – B

Code of Ethical Conduct

Content

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

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 onboarding

- 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 onboarding 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 considered to be a material breach of any agreement or contract with Etisalat Afghanistan, and Etisalat Afghanistan reserves its legal rights and remedies in respect of any such breach.

5. Data Protection, Privacy and Confidentiality

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

5.2. The 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 employee's rights to terminate their employment with reasonable notice period, the working hours, and the minimum wage and required benefits in line with applicable laws in the country.
- 6.5. The 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. Health & Safety

- 10.1. The Contractor shall ensure it provides a safe working environment for employees, contractors, partners, or the community who may be affected by Contractor's activities, in accordance with international standards and national laws.
- 10.2. The Contractor 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 Contractor 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 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 damages, 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 Contractor shall commit to protecting the environment. Contractors shall minimize its use of finite resources (such as energy, water, and raw materials) and the release of harmful emissions into the environment (including waste, air emissions and discharges to water).

11.2. 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.

11.3. 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.

12. Speak Up

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.

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.

1.2 “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;

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Dated: 09 April 2026

- 1.2.1 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.
- 1.2.2 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
- 1.2.3 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.
- 1.3 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.
- 1.4 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.
- 1.5 [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].
- 1.6 [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.

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.

- 1.7 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.
- 1.8 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, contractors 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.

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

1. "Applicable Anti-Money Laundering Laws and Counter Finance of Terrorism" or "AML/CFT" means any laws, rules, or regulations applicable to [Etisalat Afghanistan] and the 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 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.

Health, Safety and Environment (HSE)

Terms and Conditions for EA Vendors/Contractors

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 employee's 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 fulfill 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, 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 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 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 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.

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- 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 damages, 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 Rules and Requirement including the HSE Policies please contact hse@etisalat.af .

Annexure - D

The following Information must be submitted with offer:

Bidder Name	
Bidder Address	
Bidder Email Address	
Bidder Phone Number	
Bidder Contact Person Name	
Bidder Contact Person Phone No	
Bidder Contact Person Email Address	
Bidder Registration License Number	
License Validity	
TIN Number /Tax Number	
Company Financial Statement/bank statement for last two years	
Past Experience over the last two years	