

REQUEST FOR PROPOSAL

No. EA/02-48-2026

For Learning Portal for Etisalat Afghanistan

1. Proposals are invited from companies of repute or their authorized agents for Learning Portal according to Etisalat Afghanistan's Scope of Work as per RFP.
2. Proposal can be send/shared through email to ghurzang@eand.af by **30 July 2026**.
3. You may also download this Bid Document from the Etisalat Afghanistan website at: www.eand.af/en/about-us/doing-business-with-us/tenders.
4. **Official Email Communication:** All bidders/vendors shall use their official company email addresses for all communications, submissions, and correspondence related to this RFP. The use of personal email accounts (e.g., Gmail, Yahoo, Hotmail, etc.) for sharing or exchanging any RFP-related information is not permitted. Any exception requires prior approval from Etisalat Afghanistan.
5. Offer received after the above deadline shall not be accepted.
6. 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.
7. **Proposal for Submission Instructions:**

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

RFP for Learning Portal – RFP No. EA/02-48-2026

Please ensure that the subject line is correct, as Etisalat Afghanistan will not be responsible for any proposals missed or overlooked due to incorrect or incomplete subject lines."
8. The vendor must demonstrate relevant **Experience in this field** 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.
9. 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.
10. All correspondence regarding this matter should be directed at:

Ghurzang Waziri, Assist. Manager, Procurement and Contracts, ghurzang@eand.af and 0781204068

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

RFP No. EA/02-48-2026

Dated: 16 July 2026



BID DOCUMENT

FOR

Learning Portal

As Per

Etisalat Afghanistan Scope of Work

KABUL- AFGHANISTAN

1. DEFINITIONS.

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

Terms;

"Acceptance Test(s)" means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Performance Level specified in the Technical Specifications in accordance with the provisions of the Contract.

"Acceptance Test Procedures" means test procedures specified in the technical specifications and/or by the supplier and approved by Etisalat Afghanistan as it is or with modifications.

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

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

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

"Bid/Tender Document" means the Bid/Tender documents issued by Etisalat Afghanistan for invitation of Bids/Offers along with subsequent amendments and clarifications.

"Competent Authority" means the functionary Etisalat Afghanistan authorized by Etisalat Afghanistan to deal finally with the matter in issue.

"Contract" means the Contract to be executed between Etisalat Afghanistan 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 Etisalat Afghanistan 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 providing the required Services on time and cost under the contract to Etisalat Afghanistan.

"Contractor's Representative" means the person nominated by the contractor and named as such in the contract and approved by Etisalat Afghanistan 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.

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

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

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

“Equipment” shall mean the Physical Items/Goods to be provided by the Contractor under the Contract.

“Effective Date” means the date the Contract shall take effect as mentioned in the Contract.

“Etisalat Afghanistan” means the company registered under the Laws of Islamic Emirates of Afghanistan and having office at Ihsan Plaza Charahi Shaheed, Shahre Naw, Kabul in person or any person dully authorised by it for the specific purpose for the specific task within the Contract and notified to contractor in writing.

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

“Goods” means raw materials, products, equipment, systems, spares, and commodities in solid, liquid or gaseous form, and electricity, incidental services, transport, maintenance and similar obligations related to the supply of goods if the value of those services does not exceed the value of the goods themselves. The goods include all the equipment, machinery, and/or other materials which the Contractor is required to supply to Etisalat Afghanistan under the Contract, including Hardware, Firmware and Software of all types specified explicitly or implicitly and/or required for a fully functional system(s) as per Etisalat Afghanistan specifications performance objectives.

“Goods Receipt Note (GRN)” means certificate issued by the consignee certifying receipt of Goods in good order and condition.

“Liquidated Damages” mean the monetary damages imposed upon the contractor and the money payable to Etisalat Afghanistan 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 Etisalat Afghanistan to successful bidder with regard to the award of Tender.

“L.o.I” means a Letter of Intent issued by Etisalat Afghanistan 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 Etisalat Afghanistan in response to and in relation with the Bid Documents.

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"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 Etisalat Afghanistan.

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

"Services" means any Scope of Contract which relates to obligations of the 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.

"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.

1.2 Interpretations.

Words importing persons or parties shall include firms and corporations and any organization having legal capacity. Words importing the singular or so include the plural and vice versa where the context requires. Words importing one gender also include another gender.

1.3 Headings.

The headings and marginal notes in the General Conditions of Contract will be included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

1.4 Persons.

Words importing persons or parties shall include firms, companies and government entities.

1.5 INCOTERMS – 2010.

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

"INCOTERMS" means international rules or interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Course Albert 1^{er}, and 75008 Paris, France.

1.6 Entire Agreement/Contract.

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

1.7 Amendment.

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

1.8 Independent Contractor.

The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto. Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or sub-contractors engaged by the Contractor in connection with the performance of the Contract shall be under the

complete control of the Contractor and shall not be deemed to be employees of Etisalat Afghanistan, and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or subcontractors and Etisalat Afghanistan.

1.9 Joint Venture or Consortium.

If the Contractor is a joint venture or consortium of two or more persons, or firms/companies all such persons or firms shall be jointly and severally bound to Etisalat Afghanistan for the fulfilment of the provisions of the Contract and shall designate one of such persons or firm to act as a leader with authority to bind the joint venture or consortium. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of Etisalat Afghanistan.

1.10 Waiver.

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

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

1.11 Severability.

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or un-enforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

2. INTRODUCTION TO WORK

2.1 Etisalat Afghanistan intends to have Learning Portal. This flexibility will allow operators to develop suitable solutions for different customer needs and support different network configurations and business environments.

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2.2 The proposal should be based on the revenue share model.

2.3 Bidder shall provide Technical Specifications of the Equipment/System to be deployed/installed/used by him for providing the Services to Etisalat Afghanistan.

2.4 The prices quoted shall be firm and final throughout the contract period.

2.6 The award of the contract will be on the basis of the technically compliant and price wise lowest bid. In cases where Etisalat Afghanistan finds a better technical solution/offer and strength of bidder to provide the required Services, lowest price will not be the criteria for award.

2.7 In case of dispute in interpretation, contradiction and clarification of clause(s) or any other dispute, the decision of purchaser (Etisalat Afghanistan) shall be final and binding upon the bidder (s).

3. INSTRUCTIONS FOR BIDDING.

3.1 BIDDING DOCUMENTS.

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

- a) Definitions.
- b) Instructions for bidding.
- c) Scope of Work
- d) Documents to be submitted
- e) Commercial Terms
- f) Evaluation of Bids
- g) Award of Tender
- h) Conditions of Contract.
- i) Payment Terms.
- j) Bid Form.
- k) Contract Form.
- l) Performance Security Form.

3.2 LANGUAGE OF BID.

The bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the bidder and Etisalat Afghanistan 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.

3.3 GENERAL INSTRUCTIONS.

3.3.1 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.

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3.3.2 The Bidder submits a proposal substantially responsive to the Technical Specifications included in the Bidding Documents. As an option, the Bidder may submit an alternate proposal that may result in the same or higher technical performance than that specified in the bidding documents. Etisalat Afghanistan's evaluation of equipment, systems, materials, components & services and tender award decision shall be based on the original proposal. However, Etisalat Afghanistan may decide to sign the contract on the basis of alternate proposal submitted by the successful bidder if the main bid has been lowest evaluated and technically compliant with all the mandatory requirements stipulated in the Bid Documents.

3.3.4 Etisalat Afghanistan 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 Etisalat Afghanistan action.

3.4 CORRESPONDENCES.

The contractor shall not indulge in correspondence with unconcerned officials and organizations within or outside Etisalat Afghanistan prior to the award of the contract or later. Etisalat Afghanistan staff authorized in this connection is/are given below;

ghurzang@eand.af

4. TECHNICAL SPECIFICATIONS AND SCOPE OF WORK

4.1 Scope of work is as per Annexures A.

4.2 Offer shall be revenue share module. The prices shall be inclusive of all Taxes as applicable as per the Tax Laws of the Afghanistan Government.

5. DOCUMENTS TO BE SUBMITTED

5.1 Bids shall comprise of following documents;

Volume – 1 Technical Proposal;

The proposal shall comprise the following documents;

- I. Technical Specification of Bidder's system through which services are to be provided.
- II. Compliance with all clauses of the Bid document;
- III. Compliance with the Services requirements, in particular, performance of the solution offered;
- IV. Commitment and ability of the bidder to meet the deliverables.
- V. Commitment and capacity to provide continuous and high-quality support services and training program.
- VI. 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.

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- d) Management and staff strength.
- e) Areas of specialization
- f) Experience in the relevant field and list of clients same or similar service(s) is/are provided.
- g) References.

Volume II: Commercial Proposal

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

a) Bid Form.

The bidder shall complete the Bid Form furnished in the Bidding Document as Appendix - 1.

b) Prices.

The Bidder shall quote Prices (itemized as applicable) with details.

c) Commercial Compliance.

The Bidder shall provide compliance to all Commercial Clauses and sub-clauses strictly in accordance with the instructions given in Appendix - 4.

The following points should be observed while completing the commercial compliance statement;

- a. A word such as “noted” or any word other than that specified in the statement shall be considered inadequate and will be treated as not complied.
- b. Where a clause is stated to comply, the bidder may provide further reference details, but in case of disagreement between such details and the statement of compliance, then the statement of compliance shall govern, and this statement will be taken by Etisalat Afghanistan as correct and binding upon the bidder and the details including footnotes or specified in any other form or place given by the bidder shall be ignored.
- c. Where a clause has been stated as not complied or partially complied, the bidder will provide full details of such deviation with complete details of any alternative arrangement offered.
- d. Simply signing of each page of the tender documents will not serve the purpose of the compliance statement and such arrangement will be treated as not complied.
- e. If certain clause(s)/sub-clause(s) are missed or left unattended in the commercial compliance statement, such clause(s)/sub-clause(s) shall be considered as not complied by the bidder.
- f. Failure of providing commercial compliance by the bidder may be deemed as sufficient basis of rejection of the bid.

- g. A mandatory requirement denoted by “shall” or “must” that to be included in the delivered solution before the project is complete. No additional cost at some future time must arise when a particular feature is enabled and used.

5.2 FORMAT AND SIGNING OF BID

5.2.1 All copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or person or persons duly authorized to bind the Bidder to the contract. The letter of authorization shall be indicated by written ‘Power-of-Attorney’ accompanying the bid. All pages of the bid, except for un-amended printed literature shall be initialled by the person or persons signing the bid. Price schedule should be properly signed and stamped. If the price schedule is not signed and stamped the bid will be treated as non-responsive and rejected.

5.2.2 The bid shall contain no interlineations, erasures, or over-writing except as necessary to correct errors made by the Bidder in which case such correction shall be initialled by the person or persons signing the bid.

5.3 SUBMISSION OF BIDS

The bidder can send their proposal via email, and the bidder should send the technical and commercial proposal separately.

5.4 DEADLINE FOR SUBMISSION OF BIDS

5.4.1 Bids must be received by Etisalat Afghanistan via email on **30 July 2026** known as the Submission Date.

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

5.5 MODIFICATION AND WITHDRAWAL

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

5.5.2 The Bidder’s modification or withdrawal notice shall be prepared, and dispatched, withdrawal notice be sent by e-mail but followed by a signed confirmation copy by postmarked and received not later than the deadline for submission of bids.

5.5.3 Subject to paragraph 5.5, no bid may be modified after the deadline for submission of bids.

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

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5.6 AMENDMENT IN DOCUMENTS

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

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

6. COMMERCIAL TERMS

6.1 BID CURRENCY.

Bidder can quote his prices in US Dollars or Afghanis. Payment to the locally registered company will be made in Afghanis taking the exchange rate as declared by Da Afghanistan Bank.

6.2 BID PRICE.

6.2.1 The price of the Services offered shall be inclusive of all applicable duties/taxes.

6.2.2 The bidder shall also mention clearly the levy or exemption of Tax(s) on the Services being offered. In case the bidder mentions the levy of Tax(s) and later on after the supply of Services claims exemption, in part or whole, a necessary reduction in price at the applicable rate of Tax(s) will be made, up to the extent of claimed exemption, at the time of payment. Further, in case the bidder does not mention the levy or exemption of Tax(s), it will be assumed that Tax(s) has been included in the price (if Tax(s) applies on that particular item). Accordingly, later on, the claim of Tax(s) exemption will not be entertained and a reduction in price at the applicable rate of Tax(s) will be made at the time of payment." For claiming exemption relevant complete documentary proof should be provided. Any increase or decrease in the applicable rate of Tax(s) till the final execution of the contract shall be the cost or benefit of Etisalat Afghanistan.

6.2.3 Discounts, if any, shall be quoted on an item/sub-item wise basis i.e., at the unit price level. In case the bidder offers the discount as a "lump sum", Etisalat Afghanistan has the right to divide that discount proportionately for each item.

6.3 PERIOD OF VALIDITY

6.3.1 Bids shall remain valid for 90 (Ninety) days after the Submission date. A bid valid for a shorter period may be rejected by Etisalat Afghanistan as non-responsive.

7. EVALUATION OF BIDS

7.1 PRELIMINARY EXAMINATION

7.1.1 Etisalat Afghanistan 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.

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7.1.2 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.

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

7.1.4 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.

7.1.5 Prior to the detailed evaluation, pursuant to paragraph 7.2, Etisalat Afghanistan will determine the substantial responsiveness of each bid to the Bidding Documents. For this purpose, a substantially responsive bid is one which conforms to the terms and conditions of the Bidding Documents without material deviations. A material deviation is one which being inconsistent with the Bidding Documents affects in any substantial way the scope, quality or prescribed delivery schedule or which limits in any substantial way, the purchaser's rights or bidder's obligation under the contract.

Etisalat Afghanistan's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

7.1.7 Etisalat Afghanistan 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.

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

7.2 DETAILED EVALUATION.

7.2.1 Only such bids shall be considered for evaluation which have been previously determined as substantially responsive in accordance with paragraph 7.1

7.2.2 The comparison and evaluation of bids will be on item wise basis or any combination of the items as deemed fit by Etisalat Afghanistan. In case of any contradiction between different clauses of the tender, itemized prices will have preference for the purpose of evaluation. In such cases the decision of Etisalat Afghanistan shall be final.

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7.3 TECHNICAL EVALUATION.

The bids shall be first evaluated technically. Only technically compliant bids which meet all the mandatory Service effecting requirements will be evaluated commercially.

7.4 COMMERCIAL EVALUATION.

The comparison and evaluation shall be based on;

7.4.1 Exchange Rate: Closing US\$ interbank selling rate prevailing on bid opening date (mentioned in Tender Notice) as declared by DA Afghanistan Bank on that date will be considered for evaluation and contract purpose.

7.4.2 The price of optional item will not be included for Commercial evaluation.

7.5 LOWEST BID.

Award shall be offered to the bidder whose bid is technically acceptable and having been evaluated as price-wise lowest on complete list basis. Etisalat Afghanistan reserves the right to offer the award to any bidder whose offer/offered solution is in its (Etisalat Afghanistan) opinion of superior quality even if price wise not evaluated as lowest bid. Etisalat Afghanistan EA also reserves the right to award the contract to more than one vendor as per award criteria.

7.6 ISO 9002 CERTIFICATION

In addition to the above factors' preference shall be given to manufacturers having obtained (In case of foreign manufacturers) or in the process of obtaining (local manufacturers) of relevant ISO 9002 certification of quality and standards.

7.7 CLARIFICATIONS

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

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

7.8 INFLUENCING EVALUATION

7.8.1 Subject to paragraph 7.7, no Bidder shall contact Etisalat Afghanistan on any matter relating to its bid, from the bid opening till the time the contract is awarded.

7.8.2 Any effort by a bidder to influence Etisalat Afghanistan bid evaluation, bid comparison or contract award decision may result in the rejection of that Bidder's bid.

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

7.8.4 The bidders found involved in above mentioned or similar non-transparent practice are liable to be blacklisted and forbidden from participation in future bidding for any period declared by Etisalat Afghanistan.

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7.8.5 The bidder shall provide a certificate duly attested to the effect that extra payment in the form of commission, over and above the contracted value, has neither been paid nor shall be paid to any authority in Afghanistan.

8. AWARD OF TENDER

8.1 AWARD CRITERIA

Etisalat Afghanistan will award the contract to the successful Bidder whose bid has been determined substantially responsive and has been determined as the lowest evaluated bid and further that the Bidder is determined to be qualified to satisfactorily perform the contract. Etisalat Afghanistan may at its discretion award the contract to another Bidder if in its opinion the above criteria are not met.

8.2 ASSESSMENT OF PERFORMANCE.

During the evaluation, Etisalat Afghanistan will check the Software/Hardware and Engineering features. Etisalat Afghanistan reserves the right to reject bids that in the opinion of Etisalat Afghanistan do not meet substantially the requirements as specified.

8.3 PURCHASERS' RIGHT FOR ACCEPTANCE/ REJECTION OF BIDS

EA reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to the award of the contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder or bidders of the grounds for Etisalat Afghanistan action.

8.4 NOTIFICATION OF AWARD

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

8.4.2 The issuing of the LoI/LoA shall not be construed as legal binding until a contract has been agreed and signed between Etisalat Afghanistan and the successful Bidder. The successful Bidder will make available the appropriate resources to ensure that a contract can be agreed and signed by both parties within seven (10) working days of the issuing of the LoI/LoA.

8.4.3 Between signing the Lo/LoA and prior to signing the Contract, the successful Bidder must successfully demonstrate to the satisfaction of Etisalat Afghanistan, a proof-of-concept system showing key elements of the system.

9. CONDITIONS OF CONTRACT.

9.1 APPLICABLE LAWS

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

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9.2 LICENSES

The Bidder shall be responsible for obtaining all types of Licences required as per the Law of the Government of Afghanistan for the provisioning of the said Services and import of Equipment/Systems. Any delay on this account shall not be considered "FORCE MAJEURE".

9.3 TAXES AND DUTIES

9.3.1 Contractor shall be responsible for shipment, marine insurance, all type of taxes, transportation, handling, warehousing, license fees and any other levies outside Afghanistan for the required Equipment/Systems.

9.3.2 Contractor shall also be responsible for all applicable taxes, duties, license fees, Insurance, freight charges, local transportation, handling, warehousing, and other incidental charges, etc. incurred or accrued until making the Equipment/System operational for delivery of Services Etisalat Afghanistan.

9.3.3 Any increase or decrease in the rates of Tax(s)/Duties abroad or locally shall be on Contractor's account.

9.3.4 Withholding tax (if applicable) shall be deducted from the invoices of Contractor as per prevailing rates as notified by Islamic Emirates of Afghanistan.

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

9.3.6 The vendor share should be calculated on net revenue (net revenue=Gross revenue-10% BRT-2.5% TDF & 2% RT) & withholding tax should be deducted from vendor invoice/share (calculated basis on the above formula) at the time of making payment. If the vendor is local having a valid business license 2% will be deducted & if the vendor does not have a local business license so then 7% WHT will be deducted from his invoice on payment & on their request, we can also provide them tax certificate for 2% or 7% from MOF.

9.4 GOVERNING LANGUAGE

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

9.5 NOTICES

9.5.1 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. For this, each party will nominate its authorized person to be mentioned in Contract.

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

9.6 INTELLECTUAL PROPERTY RIGHTS.

9.6.1 The Contractor shall fully indemnify the Etisalat Afghanistan against all actions, claims, demands, proceedings, damages, costs, charges and expenses arising from

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or incurred by reason of any infringement or alleged infringement of any intellectual property rights including copyright, patent rights, design rights and trade marks by use or possession of the service, software and equipment supplied by the contractor.

9.6.2 If at any time any allegation of infringement of any intellectual property rights including copyright, patent rights, design rights and trade marks by the use or possession of the Equipment, Software and Services supplied by the Contractor under the Contract is made or in the Contractor's reasonable opinion is likely to be made, the Contractor may at its own expense modify or replace the Equipment, Software and Services without detracting from overall performance, the contractor making good to the Etisalat Afghanistan any loss of use during modifications or replacement, so as to avoid the infringement.

9.7 AFFIRMATION.

9.7.1 No Staff or employee of Etisalat Afghanistan shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

9.7.2 The Contractor declares and affirms that;

A. The Contractor and its shareholders, directors, officers, employees, and agents have not paid nor undertaken to pay, any bribe, pay-off, kick-back or unlawful commission. The Contractor and its shareholders, directors, officers, employees, and agents have not in any way or manner paid any sums, whether in Afghanis or a foreign currency and whether in Afghanistan or abroad, given or offered to give any such gifts and presents in Afghanistan or abroad, to any staff or employee of Etisalat Afghanistan or any other person to procure this tender/contract. The Contractor undertakes not to engage in any of these or similar acts during the term of this Contract.

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

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

9.8 STANDARDS & SPECIFICATIONS

The Services supplied under this Contract shall conform to International Standards and Specifications.

9.9 CONFIDENTIALITY OF INFORMATION

9.9.1 The Contractor shall not, without Etisalat Afghanistan's prior written consent disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of Etisalat Afghanistan 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.

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

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

9.10 EVIDENCE OF RELIABILITY

The contractor shall also provide convincing evidence of specified performance reliability of Equipment/Systems installed for the provisioning of Services.

9.11 QUALITY

The Services provided under the contract must be of the highest quality.

9.12 RESPONSIBILITIES AND OBLIGATIONS

The contractor shall conform with and abide by the provisions of all Federal, Provincial and Local Laws, Regulations and any other Laws for the time being in force in the Islamic Emirates of Afghanistan including all regulation's or by-laws of any local or other duly constituted authority within Afghanistan which may be applicable to the performance of the contract and the rules and regulations of public bodies and companies whose property or rights are affected or may be affected in any way by the works (here in after referred to as "state laws") and shall give all notices and pay all fines required to be given or paid thereby and shall keep Etisalat Afghanistan indemnified against all penalties of every kind for breach of any of the same. For the term of the contract, as far as reasonably practicable and without liability on its part, Etisalat Afghanistan shall provide such information as may be required by the contractor.

9.13 ASSIGNMENT

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

9.14 SUB-CONTRACTS

9.14.1 The contractor shall notify Etisalat Afghanistan 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.

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

9.15 CONTRACT AMENDMENTS

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

9.16 DELIVERY.

For the service starting date, please share your PIP (Project Implementation Plan) with an offer.

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9.17. DUTIES & RESPONSIBILITIES.

9.17.1 CONTRACTOR'S NEGLIGENCE.

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

9.17.2 DETORATION IN PERFORMANCE OF SERVICES.

In case the Contractor or his system fails to perform the Services as per SLA agreed in this Contract, the Contractor shall pay to Etisalat Afghanistan penalty.

9.18 DISPUTE RESOLUTION.

9.18.1 The contract will be construed under and governed by THE LAWS OF THE ISLAMIC EMIRATES OF AFGHANISTAN.

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

9.18.3 Except as otherwise provided in the contract, any difference, dispute or question arising out of or with reference to the contract which cannot be settled amicably shall 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.

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

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

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

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

9.18.7 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. The proceedings shall continue without recommencing as if such arbitrator had been originally nominated.

9.19. FORCE MAJEURE.

9.19.1 Notwithstanding the provisions of paragraphs 9.2, and 9.3, the contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

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9.19.2 If either party is temporarily rendered unable, wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the Contract it is agreed that on such party, giving notice with full particulars in writing of such Force Majeure to the other party within 14 (fourteen) days after the occurrence of the cause relied on, then the duties, of such party as far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall as far as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure. The terms "Force Majeure" as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbance, act of public, enemy, war, blockages, insurrections, riots, epidemics, landslides, earthquakes, fires, storms, lightning, flood, washouts, civil disturbances, explosion, Governmental Export/Import Restrictions (to be supported by a letter from the relevant Authority and verified by the Diplomatic Mission in Afghanistan), Government actions/restrictions due to economic and financial hardships, change of priorities and any other cause similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to overcome. The term of this Contract shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension. If either party is permanently prevented wholly or in part by Force Majeure for a period exceeding One (01) month from performing or accepting performance, the party concerned shall have the right to terminate this contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other party shall be entitled to compensation for an amount to be fixed by negotiations and mutual agreement.

9.19 If a Force Majeure situation arises, the contractor shall promptly notify Etisalat Afghanistan in writing of such conditions and the cause thereof. Unless otherwise directed by Etisalat Afghanistan in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

9.20 TERMINATION OF CONTRACT.

9.20.1 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;

9.20.2 If the contractor fails to deliver the Services as per SLA.

9.20.3 If the contractor fails to perform any other obligation under the contract;
or

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

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9.21 TERMINATION FOR INSOLVENCY

Without prejudice or affecting of any right action or remedy which has accrued or will accrue there-after to Etisalat Afghanistan, Etisalat Afghanistan 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.

9.22 Etisalat Afghanistan can terminate the contract any time by giving written notice to the contractor, without compensation to the contractor.

10. PAYMENTS.

10.1 CONDITIONS FOR PAYMENTS.

10.1 Payments will be made based on share percentage on a monthly basis.

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

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

10.4 The contractor shall submit each individual invoice net of the discount offered (if any).

10.2 SCHEDULE OF PAYMENTS

Payments against the entire contract will be made by Etisalat Afghanistan based on the contractor's ability to meet payment milestones as defined in the Bid Documents in the following manner;

The Solution Payment will be as bellow;

1. Payment will be made through a revenue share solution.
2. Or any other good option.

10.2.1 The bidder will submit the invoices within 15 days after the milestones as defined in Subclauses 10.2.1 to 10.2 along with the required documents GRN, SRN and PAC.

11. Cyber Security:

As part of EA security requirements, the bidder shall ensure the deployment of adequate technical security controls in accordance with EA security policies, local regulatory requirements, vendor security controls and other industry best practices, summarized but not limited to the following:

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- 11.1 The bidder shall ensure that the proposed solution shall comply with the latest IT and Telecom standards (such as 3GPP, ETSI, ENISA, CSA, NIST, PCI, ISO, GDPR, etc.) along with EA standards and requirements, included in this RFP or finalized during final solution design, where necessary and required.
- 11.2 Bidder to ensure EA information in the service (as per scope) shall be governed/secured as per EA information classification/protection policy and non-disclosure agreements (NDA).
- 11.3 The bidder shall list all the built-in security controls in the proposed solution for the following domains including but not limited to:
 - 11.3.1 Data Governance and Protection
 - 11.3.2 Data Security
 - 11.3.3 Identity and Authentication
 - 11.3.4 Network and Infrastructure Security
 - 11.3.5 Cloud Security
 - 11.3.6 Virtualization and Container Security
 - 11.3.7 Application Security
 - 11.3.8 Host Security
 - 11.3.9 Security Monitoring
 - 11.3.10 Security Assurance
- 11.4 Bidder shall include workshop/training to EA security team on the knowhow and implementation of built-in security controls of the proposed solution.
- 11.5 If applicable, Bidder shall ensure the proposed virtualized infrastructure, service-based and micro services architecture to support multi-tenancy, zoning & micro-segmentation, security visibility, secure virtualization (sVirt), trusted image signing, virtual Firewalls, DoS protection, trusted platform module (TPM), Hypervisor & Host OS security to secure data and resources.
- 11.6 The proposed solution shall support secure API architecture to integrate systems to exchange data where deemed necessary.
- 11.7 Bidder to ensure proposed solutions will run the latest stable software, operating system and firmware. Additionally, proposed solutions shall be updated with the latest security software and firmware.
- 11.8 The Bidder shall ensure protection for the systems and all related data against any potential cybersecurity threats including spyware, computer viruses, phishing, DDoS, etc., during the entire implementation and support period. The bidder shall provide the software update during the lifetime of the system.
- 11.9 The bidder shall ensure that all software updates for any identified software bugs or security threats related to the systems provided, including the firmware/software/OS, are immediately notified to EA and shall submit detailed report including mitigation plan.
- 11.10 The Bidder shall submit to EA quarterly road map of updated software releases/patches that are generally available against known security vulnerabilities to the system along with the implementation plan.
- 11.11 Bidder as a part of their support contract will be deemed responsible to communicate these formally (email, fax or letter) to the concerned EA team that operates the service which these systems are a part of.
- 11.12 The proposed solution shall support role-based access controls.
- 11.13 The bidder shall provide only secure methods of communication such as TLS1.3, IPSEC, SRTP, SSH v2, SNMPv3 between the proposed nodes. Non-secure protocols such as Telnet, HTTP and FTP shall not be used.

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- 11.1 Secure protocols shall be configured to run on non-standard ports. Port 4222 shall use for SFTP.
- 11.2 If applicable, proposed solution shall support 802.1X Authentication.
- 11.3 All access to the system using any account shall be controlled only through privilege account management (PAM) solution.
- 11.4 Solution shall be integrated with EA NTP for time synchronization and accurate logging.
- 11.5 The bidder shall propose a fully highly available solution.
- 11.6 The bidder shall ensure the implementation of contingency plans and backup processes to ensure continuous availability of the service.

12 . Annexures:

The annexures listed below form an integral part of this RFP.

Annexure- AScope of Work

Annexure- B Information must be submitted with offer/proposal

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

Annexure -D Compliance Clauses

APPENDIX – 1

BID FORM.

To,

Etisalat Afghanistan,

.....

Kabul, Afghanistan

Attention; Sr. Analyst Procurement & Contracts.

Dear Sir,

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

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We undertake, if our bid is accepted, to complete the delivery of Goods and Services as specified in the contract within the implementation schedule effective from the date of signing of 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 Etisalat Afghanistan, Etisalat Afghanistan will be at liberty to cancel our registration, and we shall not have any claim for this.

Yours Faithfully,

..... (Signature of authorised person)

..... (Name of authorised person)

..... (Position of authorised person)

(Seal of the company/firm)

APPENDIX – 2

PERFORMANCE SECURITY FORM.

FROM:_____ (name of bank)

TO,
Etisalat Afghanistan,
Head Office -----,
Kabul – Afghanistan.

SUBJECT: BANK GUARANTEE 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.

Dated: 16 July 2026

WE HEREBY AGREE:

- 1). To make an un-conditional 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; _____

APPENDIX – 3

CONTRACT FORM

This Contract No. ----- is hereby made at on this day of 20xx by and between

Etisalat Afghanistan incorporated----- with its offices at ----- (hereinafter referred to as “Etisalat Afghanistan”, which expression is deemed to include its successors-in-interest and assigns) OF THE FIRST PART;

AND

M/S-----

----- (hereinafter referred to as ‘CONTRACTOR’ which expression

shall be deemed to include its successors-in-interest and assigns) OF

THE OTHER PART,

PREAMBLE

WHEREAS, EA desires to procure -----
----- (name of work) on a Turnkey basis as defined in Scope of Work.

AND WHEREAS, the Contractor has made its offer No. ----- Dated XX-XX-201X with all subsequent clarification/amendments No. ----- dated XX-XX-201X and undertaking for Supply, Installation, Testing and Commissioning of ----- on Turnkey Basis meeting Etisalat Afghanistan specifications.

AND WHEREAS Etisalat Afghanistan accepted the offer of the Contractor, subject to the conditions as have been defined in this Contract, Scope of Work, and letter of Intent.

AND WHEREAS, the Contractor shall be responsible to Supply the OFFSHORE equipment in accordance with the Specifications and terms of this Contract.

NOW THEREFORE, for and consideration of the promises covenant hereinafter contained and to be performed by the parties hereto, the said parties hereby covenant and agree as follows:

That in consideration for the covenants and agreements to be kept and performed by the Contractor for the faithful performance of the Contract, and the completion of the work embraced herein within the time specified according to the specification and conditions of the Contract contained and referred to:

EA shall pay, and the Contractor shall receive and accept as full compensation under the agreement, and total cost of the Contract comprising of:

Foreign portion CIP US\$ XXXX/-
(US Dollars ----- only)

Local Portion D.D.P. AFS XXXXX/-
(Afghanis ----- only)

(Text and Terms & Conditions of Contract)

IN WITNESS WHEREOF the parties have caused this Contract to be signed of the Day and Year above written. This Contract bearing No. ----- Worth Amount C.I.P US\$ -----, DDP Afs ----- have been signed by the parties in two identical copies which the parties have taken one (1) each.

For and on behalf of Contractor/
Off shore supplier

For and on behalf of Etisalat Afghanistan

WITNESS

APPENDIX – 4**TECHNICAL/COMMERCIAL COMPLIANCE SHEET**

(Separate Sheet for each)

	(CLAUSE / SUB- CLAUSE)	COMPLIANCE	REMARKS
	1	2	3

The Compliance Sheet is meant for stating the tender's compliance/non-compliance on all clauses and it is divided into three columns. The tenderer shall complete the Compliance Sheets strictly in accordance with the instructions given below:

Column-1:	For specifying the clause number to which the information in column 2 and 3 applies.
Column-2:	For stating whether the tenderer's offered terms and conditions conforms to the clause in column-1 by using one of the following symbols.
A) :	The tenderer's offered terms and condition fully conforms to the clause in column-1.
B) :	The tenderer's offered terms and conditions do not fully conform to the clause in column-1.
Column-3:	State the alternative only if the Symbol B has been used in Column-2. The benefit which EA will have, if such alternative is accepted, must be stated.

The bidder shall complete the Commercial Compliance Sheet furnished in the Bid Document strictly in accordance with the instructions given in the tender. However, the following points are further added.

A word such as "noted" is inadequate and will be treated as not complied.

Where a clause is stated to be "complied" the bidder may provide further reference details. In the event of any discrepancy between these details and the statement of compliance, the compliance statement will be taken by Etisalat Afghanistan as

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correct and binding upon the bidder and the details (including footnotes or specified in any other form or place) given by the bidder will be ignored.

Where the clause is stated to be "not complied" or "partially complied" then the bidder will provide full details of the deviation from the specified requirements together with full details of any alternative arrangement offered.

Simply signing of every page of bid document will not serve the purpose of the compliance statement and will be treated as not complied, therefore proper compliance sheet should be attached with bid.

If a certain clause(s)/sub-clause(s) are missed or left unattended in commercial compliance sheet such clause(s) or sub-clauses would be considered as not complied.

Failure to provide commercial compliance will be deemed sufficient cause of rejection of bid and will be major deviation.

Annexure-A

Project Overview

The VAS Learning Portal shall be a cloud-based, scalable Learning Management System (LMS) that provides customers with access to:

- Language learning courses
- Professional certifications
- Technical training
- Academic subjects
- Soft skills development
- Exam preparation materials
- Digital libraries and learning resources

The platform should support individual learners, enterprises, educational institutions, and government organizations. **The portal will be in a revenue share model only.**

1. Target Customers

- Students (School & University)
- Government employees
- Private sector employees
- Job seekers
- Entrepreneurs and SMEs
- Telecom subscribers
- Women learning from home
- Afghan diaspora users

2. Core Learning Categories

A. Language Learning

The portal should offer:

- Local languages
- English
- Arabic
- French
- German
- Chinese
- Turkish
- Russian

Features:

- Interactive lessons
- Speaking practice
- AI pronunciation assessment
- Vocabulary building
- Reading and writing exercises
- Certification upon completion

B. Professional Certification Training

Examples include:

Project Management

- PMP

- CAPM
- PRINCE2
- Agile
- Scrum Master

3. IT Certifications

- Microsoft Certifications
- Cisco CCNA
- CCNP
- AWS Certifications
- Google Cloud Certifications
- Azure Certifications

4. Cybersecurity

- CEH
- CISSP
- Security+
- CompTIA Certifications

5. Data & Analytics

- SQL
- Power BI
- Tableau
- Data Science
- Machine Learning

6. Academic Learning

The portal should support:

- Islamic
- Mathematics
- Physics
- Chemistry
- Biology
- Computer Science
- Economics
- Accounting
- Engineering Subjects

For:

- School students
- University students
- Adult learners

7. Digital Skills

Courses may include:

- Microsoft Office
- Excel Advanced
- Word
- PowerPoint
- Project Management Tools
- Digital Marketing
- Social Media Marketing
- Graphic Design

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- Video Editing

8. Advanced Learning Features

AI-Based Learning

The platform should provide:

- Personalized learning paths
- AI recommendations
- Adaptive assessments
- Intelligent tutoring
- Learning analytics

Mobile Learning

- Android application
- iOS application
- Offline content download
- Low-bandwidth optimization

9. Assessment & Certification

Assessment Features

- Quizzes
- Exams
- Practice Tests
- Mock PMP Exams
- SQL Labs
- Coding Challenges

Certification

- Digital certificates
- QR-code verification
- Certificate management
- Progress transcripts

10. User Management

User Roles

- Super Administrator
- Content Administrator
- Trainer
- Enterprise Customer
- Student/Learner

Features

- Single Sign-On (SSO)
- Multi-tenant support
- Role-based access control
- Bulk user upload

11. Content Management

The vendor should provide:

- SCORM support
- xAPI support

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- Video content hosting
- PDF and eBook support
- Interactive content
- Content version management

12. Reporting & Analytics

Dashboard should provide:

- Active users
- Course completion rates
- Revenue reports
- Learning progress
- Engagement statistics
- Certification reports

13. Telecom VAS Integration Requirements

As this is a VAS platform, it should support:

- Mobile number registration
- OTP authentication
- SMS notifications
- USSD integration (optional)
- Direct Carrier Billing (DCB)
- Subscription management
- Monthly/Weekly packages
- API integration with telecom systems

14. Localization Requirements

Languages

The portal should support:

- Dari
- Pashto
- English

15. Recommended Mandatory Courses

To maximize customer adoption, require the vendor to provide at least:

- PMP Preparation
- SQL Fundamentals & Advanced SQL
- Power BI
- Microsoft Office Suite
- English Language Learning
- Digital Marketing
- Data Analytics
- Cybersecurity Fundamentals
- AWS Cloud Practitioner
- Project Management Fundamentals
- AI & Generative AI Courses
- Soft Skills & Leadership Training

This scope would position the VAS Learning Portal as a modern, telecom-grade digital education platform capable of serving both consumer and enterprise customers through subscription-based learning services.

Annexure-B

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	
Experience over the last two years	

Annexure – C

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>
9.	<u>Speak Up</u>
10.	<u>Health, Safety and Environment (HSE)</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.

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- 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.

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- 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.

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- 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,

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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.

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 their 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.

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- 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.

13. 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

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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 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:

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- 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)

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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.

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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.
- 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

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;

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

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

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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.
- 1.7 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

types of government bodies), (ii) any government employee, part-time government worker, unpaid government worker, or anyone "acting in an official capacity" (i.e., acting under a delegation of authority from a government to carry out government responsibilities), (iii) any political party, party official, or candidate for political office, (iv) any official or employee of a public international organization such as the World Bank or United Nations, or any department or agency of those types of organizations, (v) any official, representative, or employee of a company that is under even partial ownership or control by a government.

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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.

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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

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- (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

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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 facilitating 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.