TENDER NOTICE

No. EA/02-74-2026

RFP For Provision of end-to-end Solar solution for BTS Sites

1. Etisalat Afghanistan invites bids from qualified and experienced companies for Provision of end-to-end Solar solution for BTS Sites, as detailed in the RFP Annexure.

The complete Bid Document, including all relevant terms and conditions, is available for download on the Etisalat Afghanistan website at: Tenders . www.etisalat.af

2. RFP deadline is **December 02, 2026, Afghanistan time.**

3. Bid received after the above deadline shall not be accepted.

4. Bidders can provide either a sealed Hardcopy of the Proposal or a Softcopy of the Proposal through email. A hard copy can be submitted to Etisalat's Main office, Reception Desk (Tender Box). The softcopy shall be submitted through email (mhsalimee@etisalat.af) and cc: (ashalizi@etisalat.af & Ihsanullah@etislat.af) and marked clearly with the **RFP name, and number.**

5. The bidder shall submit the proposal with separate (Technical and Commercial) parts. The commercial part must be a password-protected document for a soft copy of the proposal, and we will request the password once the concerned committee opens bids (starts the bid's commercial evaluation). The bids shall be first evaluated technically. Technical evaluation will be based on the conformity to required technical specifications and compliance matrix specified in the Bidding Documents. Only technically compliant bids that meet all the mandatory service-effecting requirements will be evaluated commercially.

6. Etisalat Afghanistan reserves the right to accept or reject any or all bids and to annul the bidding process at any time, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the affected bidder(s) of the grounds for Etisalat Afghanistan action.

7. **All correspondence on the subject may be addressed to:**

Name: Hamid Salimee

Title: Coordinator procurement and Contract

Email: mhsalimee@etisalat.af

Phone: +93781201167

Ihsanullah Zirak

Director Procurement and Supply Chain

Ihsan Plaza, Shar-e-Naw, Kabul, Etisalat Afghanistan

E-mail: ihsanullah@etisalat.af

(RFP)

For

Provision of end-to-end Solar solution for BTS Sites

1. DEFINITIONS

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

1.1 Terms.

"Acceptance Test(s) "means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Goods, Equipment, System, Material, Items or a specified part thereof 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 EA as it is or with modifications.

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

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

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

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

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

"Completion Date" means the date by which the Supplier is required to complete the Contract.

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

"Contract" means the Contract between Etisalat Afghanistan (EA) and the Supplier and comprising documents.

"Supplier" means the individual or firm(s) ultimately responsible for supplying all the Goods/Equipment/Systems/Material/Items on time and to cost under this contract to EA.

"Supplier's Representative" means the person nominated by the Supplier and named as such in the contract and approved by EA in the manner provided in the contract.

"Contract Documents" means the documents listed in Article (Contract Documents) of the Form of Contract (including any amendments thereto) or in any other article in this contract.

"Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

"Day" means calendar day of the Gregorian calendar.

"Delivery charges" means local transportation, handling, insurance and other charges incidental to the delivery of Goods to their final destination.

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

"Etisalat Afghanistan (EA)" means the company registered under the Laws of Islamic Emirate of Afghanistan and having office at Ihsan Plaza Charahi Shaheed Kabul in person or any person dully authorised by it for the specific purpose for the specific task within the Contract and notified to Supplier in writing.

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

"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 Supplier's and EA's control.

"Liquidated Damages" mean the monetary damages imposed upon the Supplier and the money payable to EA by the Supplier on account of late delivery of the whole or part of the Goods.

"L.o.A" means Letter of Award issued by EA to successful bidder with regard to the award of tender.

"Month" means calendar month of the Gregorian calendar.

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

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

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

"Supplier/Vendor" (used interchangeably) means the individual or firm ultimately responsible for supplying all the Goods on time and to cost under this Contract acting individually alone or as a "prime Supplier" for a consortium.

"Supplier's Representative" means the person nominated by the Supplier and named as such in the Contract and approved by EA in the manner 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.

2. INTRODUCTION TO WORK.

2.1 Bids are invited for the For Provision of end-to-end Solar solution for BTS Sites in accordance with the stated specifications of RFP documents.

2.2 The tender award will be for one to three years based on the best technical and price-wise, lowest offer.

3. Validity of Offers

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

4. Suppliers: Responsibilities:

4.1 Supplier shall provide all of the Provision of end-to-end Solar solution for BTS Sites described in the RFP scope of work.

4.2 Supplier shall have all licenses, permits, and permission required for the provision of the services under this Agreement.

5. Payment Terms

5.1 All payments shall be made via bank transfer upon receipt of the original hardcopy of the invoice.

5.2 No advance payments shall be made to the Supplier.

5.3 Etisalat Afghanistan (EA) shall process payments on a monthly basis, at the end of each month, following the delivery of the agreed services.

5.4 100% (Hundred Percent) of the Purchase Order price for the materials supplied and services provided shall be payable upon presenting original invoices by the Contractor to Etisalat after completion of the work to the satisfaction of Etisalat and issuing the Provisional Acceptance Report in accordance with the scope of work and issuing of Goods and or Services Received Notes by HoDs of relevant team and operation.

5.5 EA commits to making prompt payments within thirty (30) days of the submission of a valid invoice or payment claim by the Supplier. This is contingent upon the receipt of all required supporting documents as specified in the contract and any necessary deductions, such as late delivery or the replacement of defective goods, confirmed by the HoDs.

5.6 All payments are subject to the applicable income tax deductions at the prevailing rates, in accordance with the relevant tax laws. These deductions will be remitted to the appropriate tax authorities unless the Supplier is explicitly exempted. EA shall provide a tax deduction certificate to the Supplier to facilitate tax return filings with the relevant

authorities.

5.7 All prices and payments shall be made in Afghani (AFN) currency.

5.8 EA reserves the right to process Purchase Order (PO) or contract-related payments through the mHawala (mobile financial services) platform, directly to the Supplier's registered mHawala account.

6. Local Taxes, Dues and Levies:

6.1 The Supplier shall be responsible for all government-related taxes, dues, and levies, including personal income tax, which may be payable in Afghanistan or elsewhere.

6.2 Withholding tax (if applicable) shall be deducted on the local portion only as per prevailing rates as notified Islamic Emirate of Afghanistan. The amount of withholding Tax(s) is 2% of all project costs for local/registered companies who have Afghanistan Government Official Work License and 7% for International/ nonregistered companies.

7. Performance Bond

Etisalat at its own discretion, may request the Vendor to provide a Performance Bond that shall be in the shape of an irrevocable and continuing Bank Guarantee from the selected bank(s) for the obligation under this contract. The details of such performance bond shall be detailed during the contractual negotiations phase.

8. Construction of Contract:

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

9. Termination of the Contract

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

9.2 Upon termination of the Contract the Purchaser may at his option continue work

either by himself or by sub-contracting to a third party. The Supplier shall if so required by the Purchaser within 14 days of the date of termination assign to the Purchaser without payment the benefit to any agreement for services and/or the execution of any work for the purposes of this Contract. In the event of the services/jobs being completed and ready for utilization by the Purchaser or a third party and the total cost incurred by the Purchaser in so completing the required services/jobs being greater than which would have been incurred had the Contract not been terminated then the Supplier shall pay such excess to the Purchaser.

9.3 Etisalat has the right to terminate this Contract without cause at any time by serving a 30-day prior written notice to the Supplier.

10. 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.

11 AFFIRMATION.

11.1 No Staff or employee of EA shall be admitted to any share or part of this Contract or to any benefit that may arise there from.

11.2 The Supplier declares and affirms that;

A. The Supplier 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 Supplier 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 EA or any other person to procure this tender/contract. The Supplier 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.

12. CONFIDENTIALITY OF INFORMATION

12.1 The Supplier shall not, without EA'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 EA in connection therewith, to any person other than a person employed by the Supplier 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.

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

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

13 SUPPLIER'S DEFAULT

13.1 If the Supplier shall neglects to perform the contract with due diligence and expedition or shall refuse/or neglect to comply with any reasonable instructions given to him in writing by EA or any of its authorized representative in connection with the performance of the contract or shall contravene the provisions of the contract, EA may give notice in writing to the Supplier to make good the failure, neglect or contravention complained of.

13.2 Should the Supplier fail to comply with the said notice, within 15 days from the date of issue of said notice thereof, it shall be lawful for EA forthwith to terminate the contract by notice in writing to the Supplier without prejudice to any rights which may have accrued under the contract to either party prior to such termination.

13.3 If EA have to incur extra cost for procuring any part of Goods or any such similar Goods not delivered in accordance with the Contract on the date of such termination, the Supplier shall pay on demand within one month the amount of such extra costs incurred by EA.

13.4 If the Supplier fails to complete any of his obligations within the extended time mutually agreed between the parties under "FORCE MAJEURE" and EA shall have suffered any loss from such failure, EA shall be entitled to deduct from the contract price at the rate of one (01) percent per week of the contract value of the Goods which cannot in consequence of the said failure be put to the use intended for such work for each week between the time fixed in the Contract (except as aforesaid) and the actual date of completion.

14 FORCE MAJEURE.

14.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

14.2 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 Expansion 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 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.

If a Force Majeure situation arises, the Supplier shall promptly notify EA in writing of such conditions and the cause thereof. Unless otherwise directed by EA 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.

15 INDEMNIFICATION.

15.1 Supplier shall indemnify and save harmless EA from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgment of every nature and description made and related cost and expenses brought or recovered against the EA related to the work done under this Contract, by reasons of any act, omission to act or status of liability of Supplier or its agents or employees. Supplier agrees to give EA prompt notice of any possible liability.

15.2 If the Supplier is in breach of any obligations under this Contract (or any part of it) to EA or if any other liability is arising (including liability for negligence or breach of statutory duty) then the maximum liability of the Supplier under this contract shall be limited to the Total Contract Price.

15.3 The Supplier shall indemnify EA 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 Supplier, any sub-Supplier before or after, the whole of the project has been finally accepted.

16 LIQUIDATED DAMAGES.

16.1 If the Supplier fails to deliver any or all of the Goods or perform the Services in accordance with the delivery milestones specified in the Contract, EA, without prejudice to its other remedies under the contract, shall have the right to terminate the contract forthwith or claim liquidated damages.

16.2 The Supplier shall pay to EA as liquidated damages with respect to those delays in delivering milestones as defined in the Bid Documents. For each delayed milestone damages will be charged at one percent (1%) per week of the total value of the Contract up to a maximum of ten percent (10%). Once the maximum is reached, EA shall forthwith terminate the contract.

16.3 The value of all Goods or part supply of Goods made which are incomplete and therefore not utilized by EA in its operations shall also be added for the purpose of liquidated damages. Any liquidated damages if not paid in cash by the Supplier shall be deducted from the invoice(s) submitted by the Supplier. The imposition of liquidated damages upon the Supplier and its payment shall not absolve the Supplier from its obligations to deliver or from any other liabilities or obligations under the contract.

17. GOVERNING LAW AND JURISDICTION

17.1 This Agreement and any Dispute or Claim arising out of or in connection with it or its subject matter or formation (including non-contractual Disputes or Claims) shall be governed by and construed in accordance with the laws of Afghanistan.

17.2 The Parties irrevocably agree that the courts of Afghanistan shall have exclusive jurisdiction to settle any Dispute or Claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual Disputes or Claims).

18. ANNEXURES:

This RFP has the following annexure as part of the RFP.

1. Annexure –A ..... Scope of Work – Technical Part and BoQ.
2. Annexure-- B..... Supplier Code of Ethical Conduct.
3. Annexure –C ..... Compliance Clauses.

Annexure-A (Scope of Work)-Technical part and BoQ

Note: kindly provide the price in excel sheet as attached with this RFP. Also kindly provide the technical information as requested in attached excel sheet as technical queries. If technical information is not provide, your offer will be considered for further processing.

A: Main Requirement:

S/N	Description	Unit Rate per Site	Brand (Where Applicable)	Make (Where Applicable)
1	EA 4kW (82-A DC) Pure Load of Site, 0-Hrs Back-Up BoM, Price & Design			
2	EA 6kW (125-A DC) Pure Load of Site, 0-Hrs Back-Up BoM, Price & Design			

B: Optional Items/spares if required:

S/N	Item Description	QTY	Unit	Unit Price AFN	Brand (Where Applicable)	Make (Where Applicable)
1	Solar PV Panels (500W & above is preferable), Grade-A	1	PC			
2	Standard Charge Controller 100-A, Voltage adjustable (48 to 56V Adjustment range), Between DG, Solar & Battery Backup (Signal to DG Start 48V & Stop DG 53V) & should work or interchange with EA existing battery backup without outage	1	PC			
3	Standard inverter (Deye, Growatt, Huawei .... Top 10 brands) 5 KW three phase, 230v L-N, 400V L-L	1	PC			
4	Standard inverter (Deye, Growatt, Huawei ,....Top 10 brands) 10 KW three phase, 230v L-N, 400V L-L	1	PC			

5	Standard inverter (Dey, Growatt, Huawei.... Top 10 brands) 15 KW three phase, 230v L-N, 400V L-L	1	PC			
6	Standard inverter (Dey, Growatt, Huawei....Top 10 brands) 20 KW three phase, 230v L-N, 400V L-L	1	PC			
7	Standard inverter (Dey, Growatt, Huawei....Top 10 brands) 33 KW three phase, 230v L-N, 400V L-L	1	PC			
8	Standard inverter (Dey, Growatt, Huawei....Top 10 brands) 50 KW three phase, 230v L-N, 400V L-L	1	PC			
9	DC Cable 2x10mmsq	1	mmsq			
10	DC Cable 2x4mmsq	1	mmsq			
11	DC Cable 1x6mmsq	1	mmsq			
12	DC Cable 1x10mmsq	1	mmsq			
13	DC Cable 1x35mmsq	1	mmsq			
14	DC Cable 1x50mmsq	1	mmsq			
15	Grounding Cable 1x10mmsq	1	mmsq			
16	Grounding Cable 1x16mmsq	1	mmsq			
17	AC Cable 4x16mmsq	1	mmsq			
18	AC Cable 4x25mmsq	1	mmsq			
19	AC Cable 4x35mmsq	1	mmsq			
20	Flexible Pipe 1/2"	1	m			
21	Flexible Pipe 1"	1	m			
22	Frame Extension Per Meter (if required only)	1	M^3			
23	Small Portion Transportation, like Batteries etc. inside the province (if required)	1	Lot			
24	Battery connectivity (if required)	1	Lot			
25	Circuit Design & Installation for changing b/w Solar & DG without interruption or outage (if required)/GNOC alarm for DC under voltage alarm	1	PC			
26	DG Battery Charger	1	PC			
27	Three Source power connectivity ATS, 63 A (Sources are DG, CP, Solar (DC input) & HB/SC)	1	PC			

28	DC water Jacket Heater 300W- DC, 48 V	1	PC			
29	Battery charge controller (20A, 12A) for SSG	1	PC			
30	Used PV Panel 250-W for SSG	1	PC			
31	12V 100-AH Acidic Battery	1	PC			
32	DC Fan 12 V 2A for SSG	1	PC			
33	DC Fan 12 V 4A for SSG	1	PC			
34	DC 3W LED light for SSG	1	PC			
35	DC 6W LED light for SSG	1	PC			
36	Switch for DC light for SSG	1	PC			
37	RCC concrete	1	M^3			
38	Removal, transportation and reinstallation of solar system per kw	1	kw			
39	Removal and transportation to WH, solar system per kw	1	kw			
40	Standard Battery Rack two shelf with cooling and heating system inside temperature range is 20-25°C, - IP55, min. 2 mm thickness, Dust-proof and fire-retardant paint, Dimension is (Dep-750MM, Height-500MM, width- 700mm) (for Li-ion batteries 150-Ah)	1	PC			
41	Standard Battery Rack two shelf with cooling and heating system inside temperature range is 20-25°C, - IP55, min. 2 mm thickness, Dust-proof and fire-retardant paint, Dimension is (Dep-750MM, Height-500MM, width- 700mm) (Deep Cycle batteries 150-Ah)	1	PC			
42	Lightening arrestor, for 4kW System	1	Set			
43	Lightening arrestor, for 6kW System	1	Set			
44	DC SPDs 4kW & 6kW System	1	Set			
45	Weather or Sun-shed for MPPT or Invertor	1	Lot			
46	Portion Service charges	1	Lot			
47	Hybrid Micro Grid Controller------ 100 to 500 KW	1	PC			

48	Data Manager---------100 to 500 KW	1	PC			
49	Energy Meters	1	PC			

21. Warranty:

The contractor is providing a warranty as per below table statement:

S/N	Description	Warranty Period
1	PV Warranty (Year/s)	12 years
2	Charge Controller/Invertor Warranty (Year/s)	3 years
3	Quality and Workmanship Warranty (Year/s)	1 year

SLA: The supplier must provide timely support during the warranty period. Remote issues should be resolved within one day of notification (email, call, or WhatsApp). Physical visits to fix issues should occur within 2 days, even on holidays. Failure to meet SLAs will result in payment deductions. The deduction will be based on the additional fuel or city power consumption, calculated by EA technical team varying by site.

The vendor should provide a factory test report for A-grade PV panels and confirm that the panels are A-grade.

Scope of Work for Solar Sites Solution:

Part A:

1: Complete integration with DG, Backup & Solar System via smart control, bidder be able to connect existing one, two, or 3 string (100 or 150-AH) batteries without an outage of the site while changing b/w Solar and DG where backup would be low

2: Contractor design & calculation must accompany each site solutions

3. The design and implementation must meet telecom sites' need

4. The design and material detail of a standard frame would have drawing, material type, size & color with all details, Per EA Defined Specs
5. PV Panels, Batteries, Charge Controllers etc. all must have a Technical Specs sheet
6. Charge Controller input voltage range must be high so that DG start signal should be based on PV input voltage, not battery voltage
7. Contractor has to design & implement all new installations of Solar Sites as per Technical Standards of Manufacturer & EA Telecom Sites need, including the protection system of Solar Combiner, grounding etc.
8. Contractor must have expert staff handling with vast experience and should implement as per standard design and calculation
9. Contractor will Test the capacity on standard testing tools
10. Contractor must meet the contractual capacity of EA during the test
11. The contractor will do SSG power connectivity with a consumption DC System only for his room
12. Contractor must meet the high standard of workmanship and resources to meet sites standard quality need
13. The designed solar system must give max. power output time starting from early sunrise to late sunset.
14. PV panels, DBs, frames, and charge controllers should be properly tagged for identification and maintenance purposes.

Part B:

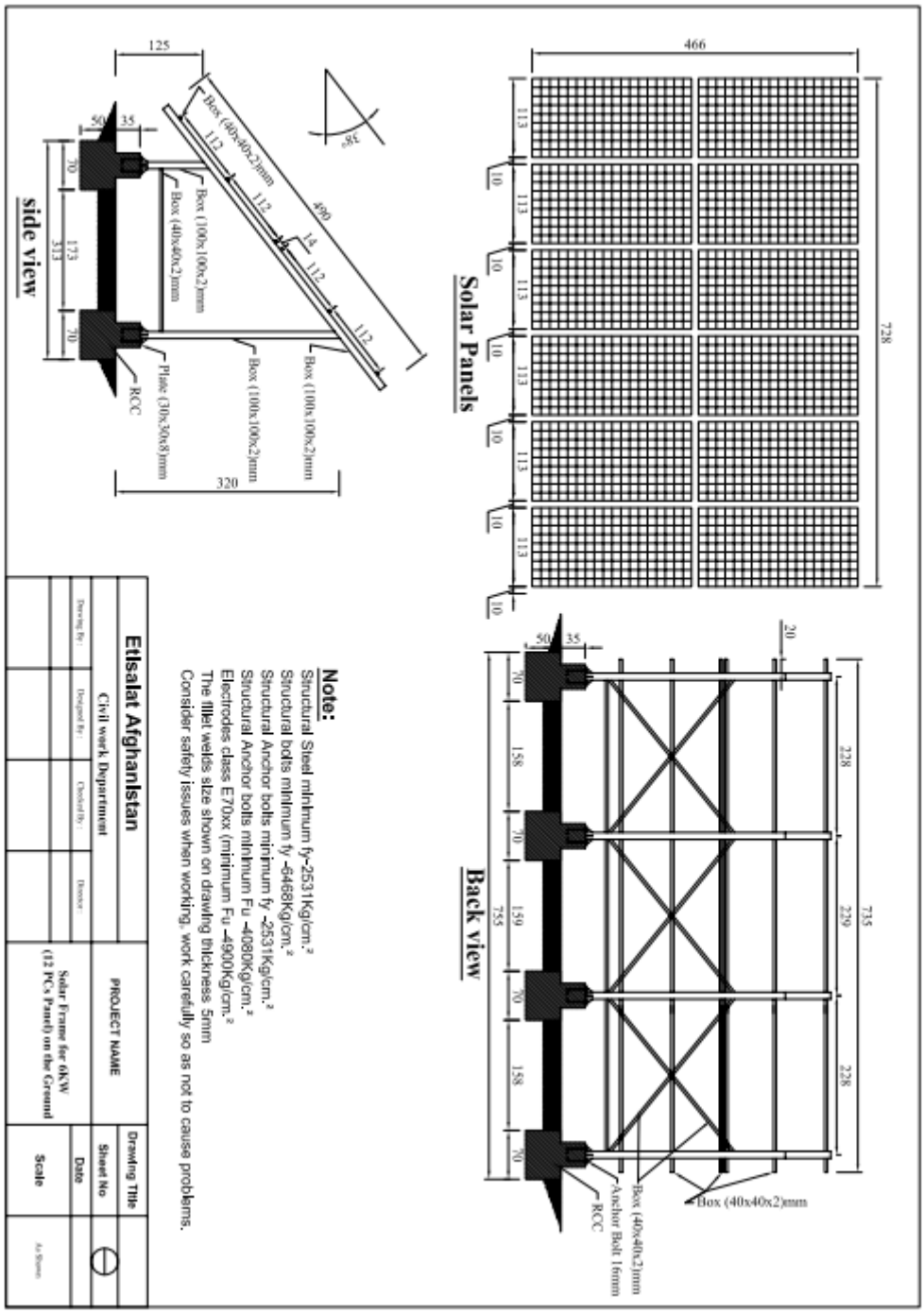
1. Contractors will do field surveys for optimal space selection and feasibility.
2. EA will give sites list, coordinates and alternate sites.
3. The contractor will allocate an expert team for CW, Frame and Sites installation and testing as per EA requirements & telecom Standards.

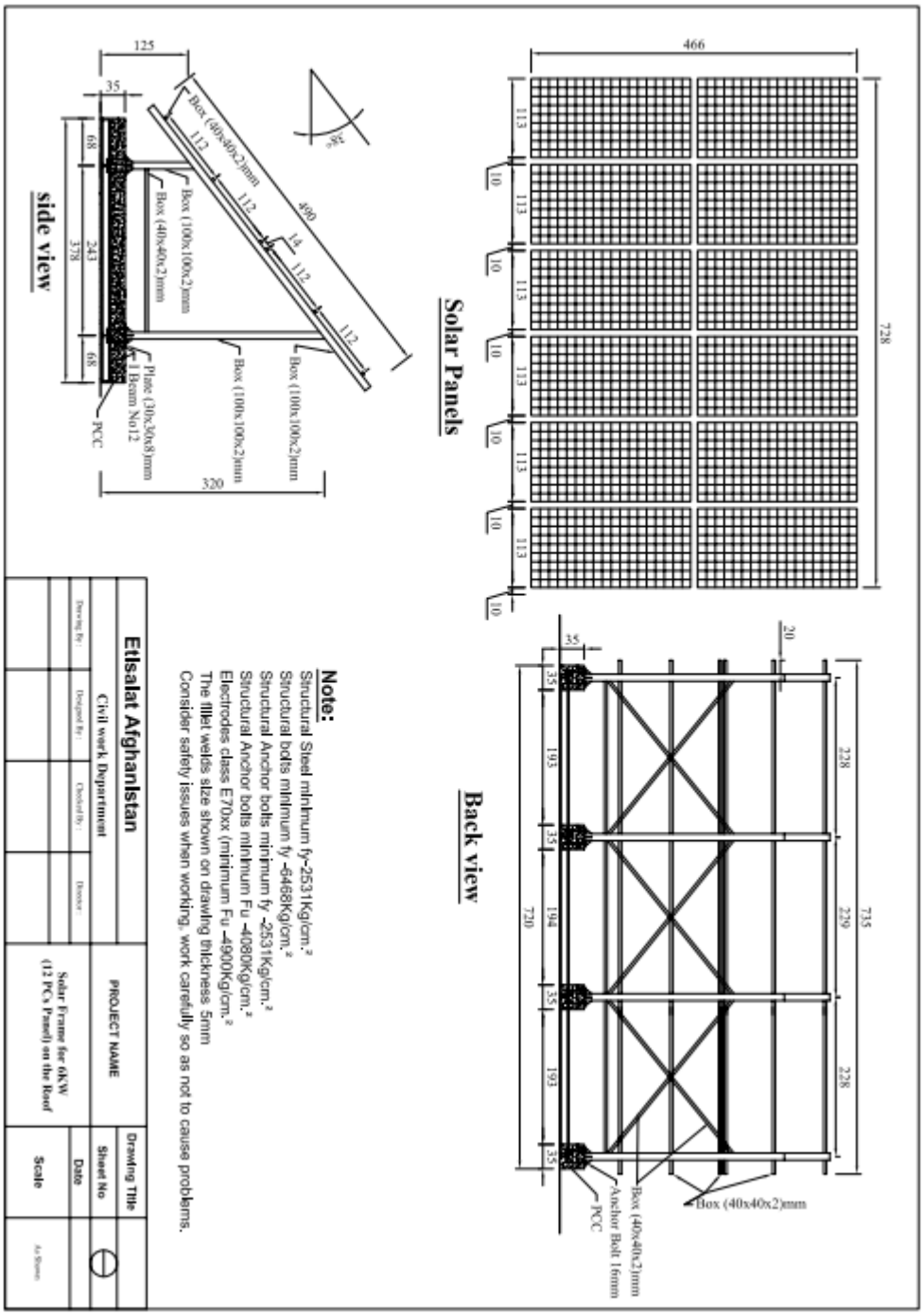
4. Contractors would share regular field report database and PIP progress.
5. The contractor will share PVs and Charge Controller Serial number for verification on quality, efficiency, fresh production etc. the manufacturer.
6. All agreed standards on quality, time & services would be applicable discussed & documented during committee negotiations.
7. EA Technical would allocate PO soon after work start and feasibility report received from Contractor.

Part C:

The drawings and technical specifications provided below represent a typical solar panel frame design. However, the final configuration will be adjusted based on site-specific conditions. Additionally, the existing tower infrastructure will also be utilized as part of the

solution


Solar Panels
466
728
side view
125
320
Box (40x40x2)mm
Box (100x100x2)mm
Plate (30x30x8)mm
RCC
Back view
715
Box (40x40x2)mm
Anchor Bolt 16mm
RCC
Note:
Structural Steel minimum fy-2531Kg/cm.²
Structural bolts minimum fy -6468Kg/cm.²
Structural Anchor bolts minimum fy -2531Kg/cm.²
Structural Anchor bolts minimum Fu -4080Kg/cm.²
Electrodes class E70xx (minimum Fu -4900Kg/cm.²
The fillet welds size shown on drawing thickness 5mm
Consider safety issues when working, work carefully so as not to cause problems.
Etisalat Afghanistan
Civil work Department
PROJECT NAME
Solar Frame for 6KW (12 PCs Panel) on the Ground
Drawing Title
Sheet No
Date
Scale


Solar Panels
Back view
side view
466
728
735
720
Box (40x40x2)mm
Box (100x100x2)mm
Plate (30x30x8)mm
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Note:
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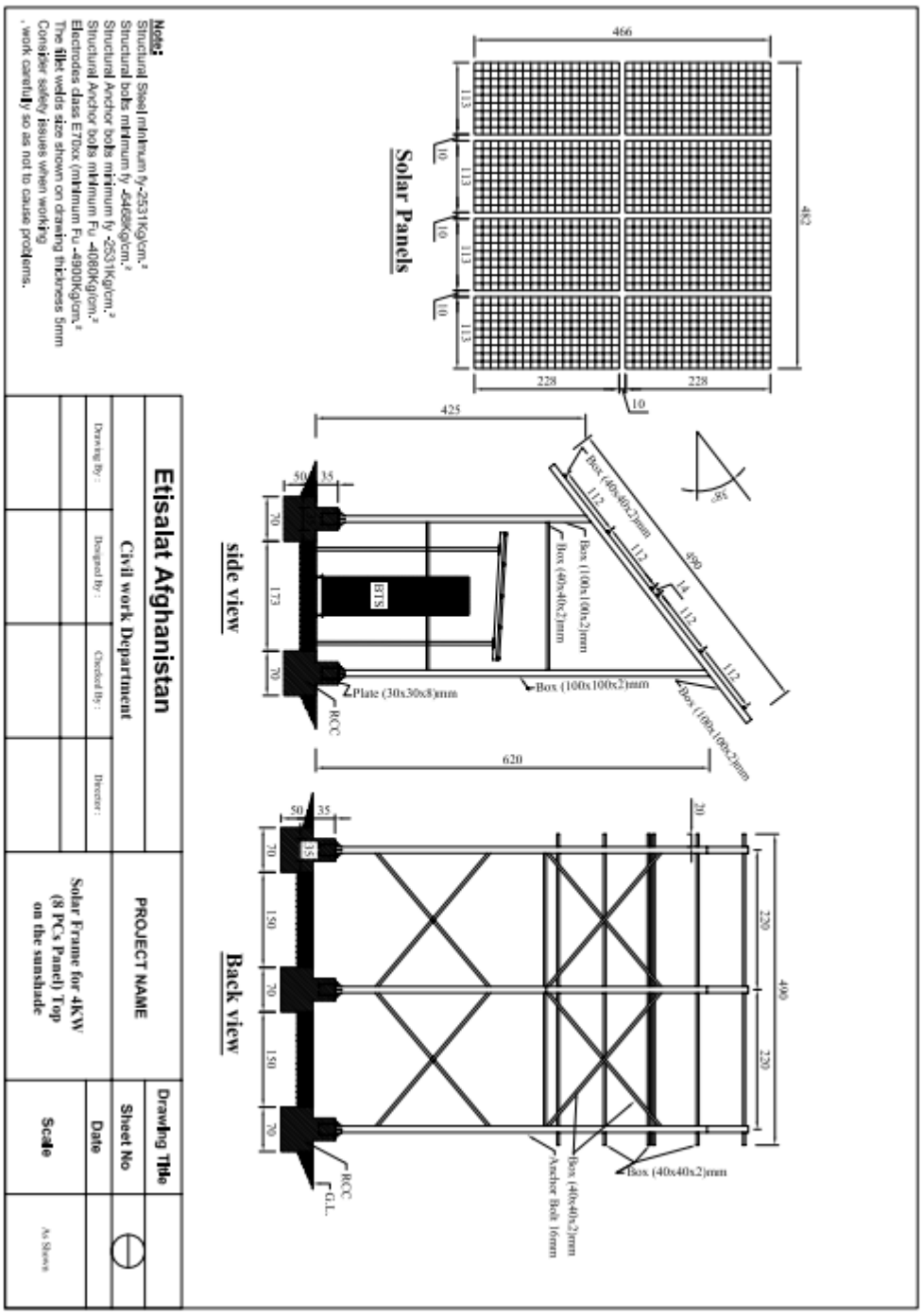
Electrodes class E70xx (minimum Fu -4900Kg/cm.²
The fillet welds size shown on drawing thickness 5mm
Consider safety issues when working, work carefully so as not to cause problems.
Etisalat Afghanistan
Civil work Department
PROJECT NAME
Solar Frame for 6KW (12 PCs Panel) on the Roof
Drawing Title
Sheet No
Date
Scale


Note:
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The fillet welds size shown on drawing thickness 5mm
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, work carefully so as not to cause problems.
Solar Panels
466
482
113
10
228
228
425
620
side view
Back view
Box (40x40x2)mm
Box (100x100x2)mm
Plate (30x30x8)mm
RCC
BTS
Anchor Bolt 16mm
G.L.
Etisalat Afghanistan
Civil work Department
Drawing By :
Designed By :
Checked By :
Director :
PROJECT NAME
Solar Frame for 4KW (8 PCs Panel) Top on the sunshade
Drawing Title
Sheet No
Date
Scale
As Shown

RFP General Terms Compliance to be filled by Bidder.

S/N	Clause No. and General Terms	Comply (Yes/No)	Remarks
1	4. VALIDITY OF OFFERS:		
2	6. ACCEPTANCE OF OFFERS:		
3	7. REGISTRATION/LEGAL DOCUMENTS OF THE BIDDER		
4	8. PAYMENTS		
5	9. PENALTY:		
6	10. CONSTRUCTION OF CONTRACT:		
7	11. TERMINATION OF THE CONTRACT BY THE PURCHASER		
8	12. LOCAL TAXES, DUES AND LEVIES:		

The following Information must be submitted with the offer.

Bidder Contact Details	
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	

Annexure B:

Etisalat Afghanistan's Supplier Code of Ethical Conduct – Making Good Possible Together

Content

1. Supplier Definition and Scope 27
2. Purpose of this Code 27
3. Supplier selection and on-boarding 27
4. Supplier monitoring 28
5. Data Protection, Privacy and Confidentiality 28
6. Modern Slavery, Child Labour, and Human Trafficking 29
7. Discrimination 30
8. Bribery and Corruption 30
9. Money laundering 31
10. Health & Safety 31
11. Environment and Climate Change 32
12. Speak Up 33

1. Supplier Definition and Scope

1.1. The term **Supplier** means any person, entity or organisation that provides or seeks to provide Etisalat Afghanistan with products, goods, or services. This includes all officers, employees, Suppliers, subSuppliers, and agents of any Supplier.

1.2. This Supplier Code of Ethical Conduct applies to all Etisalat Afghanistan Suppliers and their procurement agreements.

2. Purpose of this Code

2.1. **Etisalat Afghanistan** is fully committed to doing business in accordance with the highest standards of ethics and integrity, with professional business principles and in compliance with all applicable laws in the country. We recognise the importance of earning and maintaining the trust of our customers and stakeholders where we operate.

2.2. We expect our Suppliers to abide with this Code (as defined below) and conduct all our business and relationships with the highest standards of ethics to maintain this trust.

2.3. This Supplier Code of Ethical Conduct (**the "Code"**) sets out Suppliers' obligations in relation to compliance with ethical conduct, any relevant legal obligations including anti-bribery and anti-corruption, sanctions, export and trade controls, and relevant regulations and standards in the Country in which the Supplier operates.

2.4. The purpose of the Code is to promote safe working conditions and the responsible management of social, ethical, and environmental issues in Etisalat Afghanistan's procurement and supply chain. This includes issues such as human rights, working practices, labour standards, environmental, the responsible sourcing of minerals and health and safety.

2.5. The Supplier is encouraged to ensure its own Suppliers and subSuppliers are made aware of the principles of the Code when undertaking any work, or providing any product or service to, or on behalf of Etisalat Afghanistan.

3. Supplier selection and on-boarding

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

3.2. To ensure that Etisalat Afghanistan work with the right third parties and to protect Etisalat Afghanistan's brand and reputation, we conduct a thorough registration/selection, due diligence, and engagement processes prior to on-boarding or engaging any Suppliers.

3.3. The Supplier shall take reasonable steps to ensure that it's selection processes also include adequate due diligence on sub-Suppliers.

3.4. The Supplier shall ensure it does not commence any work or activities on behalf of Etisalat Afghanistan until it confirms it has read, understood, and will comply with all the principles set out in this Code.

4. Supplier monitoring

4.1. The Supplier must ensure they have processes in place to identify, correct and monitor the continued compliance of any activities that fall below the standards of ethical conduct set out in this Code.

4.2. Any breach of this Code may be 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 Supplier must ensure they handle any confidential or customer personal data with due care, ensuring it has a process in place to ensure access and storage of this data is managed securely.

5.3. The Supplier shall ensure that any authorised communication of Etisalat Afghanistan confidential or customer information should be limited to appropriately trained and authorised individuals who need it to carry out their work, in accordance with applicable laws and for legitimate business purposes only.

5.4. The Supplier must ensure they protect any Etisalat Afghanistan confidential or customer information from improper disclosure.

5.5. The Supplier shall respect Etisalat Afghanistan's brand and intellectual property rights and manage any technology and know-how it receives from Etisalat Afghanistan in a manner that protects these intellectual property rights.

6. Modern Slavery, Child Labour, and Human Trafficking

6.1. Etisalat Afghanistan is committed to ensuring all workers in our procurement & supply chain receive fair and equal treatment in full compliance with the laws, rules, and regulations of the country. In case there are different standards set forth in this Code compared to the applicable laws, rules, and regulations, Etisalat Afghanistan expects the same standards or more stringent requirements to be applied.

6.2. Etisalat Afghanistan prohibits the use forced labour, whether in the form of prison labour, indentured labour, bonded labour or otherwise. No employee or worker may be compelled to work through force or intimidation of any form, or as a means of political coercion. Also, we operate a zero-tolerance policy for any form of Slavery and Human Trafficking in our operations and procurement & supply chain. The Supplier shall not permit the use of any form of forced, bonded, compulsory labour, slavery, or human trafficking. We will treat any reported incidents seriously, with respect and in confidence.

6.3. Etisalat Afghanistan condemns all forms of exploitation of children. We remain committed to prohibit and eliminate the use of child Labour in our operations and procurement & supply chain. Our aim is to ensure that all our operations remain in compliance with national regulations. The Supplier shall not knowingly use any child labour and should not employ or engage anyone who is below the minimum legal age for employment in line with applicable laws in the country.

6.4. All the Supplier's employees shall be freely employed. This means all employees must be provided with employment contracts that stipulate, the 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 Supplier may deduct subsistence expenses from employees' wages as required and substantiated for the nature of the work or in accordance with established company policies (Article 95 of Afghanistan's Labor Code). Any such deductions must be transparent, justified, and consistent with reasonable standards, ensuring that they do not impede an employee's basic rights or cause financial hardship. However, the Supplier shall refrain from making any other wage deductions, withholding payments, imposing unauthorized debts upon employees, or demanding the surrender of government-issued identification, passports, or work permits as a condition of their employment. All deductions must comply with fair and legal practices, respecting the rights and protections afforded to employees under the prevailing labor regulations. The Supplier shall not engage in or support the use of corporal punishment, threats of violence or other forms of mental or physical coercion. All employees shall be treated with dignity and in accordance with our policies maintaining a work environment that is free of any sort of physical punishment. All employees should be aware that we will treat all incidents seriously and with respect and in 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 behaviour.

7.2. The Supplier shall not engage in, or support, any form of discrimination, in hiring, employment terms, remuneration, access to training, promotion, termination, retirement procedures or decisions including but not limited to race, ethnicity, skin colour, age, gender identification or any other characteristics protected by law, pregnancy, disability, religion, political affiliation, nationality, medical condition, social origin, social or marital status and trade union membership.

8. Bribery and Corruption

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

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

8.2. The Supplier shall not tolerate or enter into any form of bribery, including improper offers or payments to or from employees, customers, Suppliers, organisations or individuals.

8.3. The Supplier shall abide by all applicable anti-corruption laws and regulations of Etisalat Afghanistan and applicable laws in the country, including the Foreign Corrupt Practices Act ("FCPA") and applicable international anti-corruption conventions.

8.4. The Supplier shall have an anti-bribery policy that sets out the principle of zero tolerance to any form of bribery or corruption within their organisation, including facilitation payments.

8.5. In the course of doing business with or on behalf Etisalat Afghanistan or fulfilling any agreement or contract with Etisalat Afghanistan, the Supplier must not in relation to any public or government official, offer, give, promise, receive or request any bribes (financial or any other improper advantage).

8.6. The Supplier shall ensure its employees, Suppliers and sub-Suppliers are aware of its antibribery policy and how to comply with its requirements.

9. Money laundering

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

10. Health & Safety

10.1. The Supplier shall ensure it provides a safe working environment for employees, Suppliers, partners, or the community who may be affected by Supplier's activities, in accordance with international standards and national laws.

10.2. The Supplier shall ensure it meets general principles of health and safety risk prevention. General principles include ensuring it has systems and processes in place for identifying, minimising, and preventing health and safety hazards,

using competent and trained people, providing and maintaining safe equipment and tools, including ensuring personal protective equipment is made available as required.

10.3. The Supplier shall ensure that these health and safety obligations are communicated and applied to all parties including sub-Suppliers when undertaking any work or activities on behalf of Etisalat Afghanistan.

10.4. Suppliers, vendors, and Suppliers carrying out work for & on behalf of Etisalat Afghanistan are obliged to comply with Health, Safety & Environment (HSE) policies, rules, standards, processes, procedures, and best international practices.

10.5. 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.

10.6. the Suppliers 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 Supplier's management and supervisory staff who are required to ensure that the rules and procedures are brought to the notice of all the Suppliers' workers and that such rules and procedures are strictly followed by them.

10.7. EA will not be responsible for any damages, loss, incident, legal issues, and non-compliance with HSE standards that may arise from the Suppliers' activities.

10.8. Supplier 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.

10.9. For more details about Etisalat Afghanistan HSE Policies and regulations, please contact hse@etisalat.af.

11. Environment and Climate Change

11.1. The Supplier shall commit to protecting the environment. Supplier shall minimise its use of finite resources (such as energy, water, and raw materials)

and the release of harmful emissions to the environment (including waste, air emissions and discharges to water).

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

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

12. Speak Up

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

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

12.3. The Supplier shall regularly promote these Etisalat Afghanistan 'Speak Up' contact details to its employees and any agents or subSuppliers working on the Supplier's behalf for Etisalat Afghanistan: via the official Etisalat Afghanistan whistle-blower email eawb@etisalat.af.

ANNEXURE C, (RFP Compliance Clauses):

1. **Anti-Bribery Anti-Corruption**

1.1 The Supplier 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, Suppliers, sub-Suppliers 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 and to any applicable foreign anti-bribery and anti-corruption laws.

(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 Supplier 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 Supplier shall provide such supporting evidence of compliance as Etisalat Afghanistan may reasonably request.

2.1 "Conflict of Interest" shall mean any circumstance, potential, actual, or perceived, that might cause a Party, persons associated with it, or a third party, to place their financial or

personal interests above the interests of their contractual commitments and the performance of their obligations under this Agreement causing them to be biased in their business judgments, or to not act in good faith when taking decisions and actions that are detrimental to the interests of the other Party under this Agreement;

2.1.1 The Supplier shall immediately and in any case within three (3) days notify Etisalat Afghanistan in writing if a Public Official[1] becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier and the Supplier warrants that it has no Public Officials as direct or indirect owners, officers or employees as of the date of this Agreement.

2.1.2 The Supplier represents and warrants that neither it nor any persons associated with it or any third party has interests that would conflict in any way with the performance of its obligations under this Agreement; and

2.1.3 If any actual or potential Conflict of Interest arises under this Agreement, the Supplier shall immediately and in all cases within three (3) days inform Etisalat Afghanistan in writing of such conflict and shall provide all relevant information to assist Etisalat Afghanistan in its assessment of such conflict.

3.1 The Supplier shall ensure that any third party associated with the Supplier 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 Supplier in this Annex 1. The Supplier 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 Supplier includes any subSupplier of the Supplier. The Supplier may only engage a third-party (e.g., subSupplier) under this Agreement subject to Etisalat Afghanistan's prior written approval.

3.2 In connection with its relationship to Etisalat Afghanistan and each of the transactions established by the Agreement, the Supplier has maintained and will continue to maintain complete and accurate books, records, invoices and other documents concerning payments and expenses.

3.3 Etisalat Afghanistan or its auditors or representatives may at any time audit Supplier's compliance with this Annex 1, and the Supplier warrants its full cooperation with any

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

investigation of suspected violations, including but not limited to, the timely provision of all relevant information, records, documentation, evidence, and employees, as may be requested by Etisalat Afghanistan.

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

3.5 The Supplier 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 Supplier.

3.6 Breach of this Annex 1 shall constitute a material breach of this Agreement by the Supplier. If the Supplier 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 Supplier 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 Supplier or same owner(s) and/or or agents, suppliers or other Suppliers of the Supplier.
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 Supplier 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 Supplier, 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 Supplier including, without limitation, agents, Suppliers, sub-Suppliers and professional representatives.
Sanctions Laws	mean economic or financial sanctions or trade embargoes imposed, administered or enforced by Government Authorities with applicable jurisdiction.
Sectoral Sanctioned Entity	means, at any time, any person subject to Sanctions administered or enforced Governmental Authorities.
US	Means the United States of America
UK	Means the United Kingdom of Great Britain and Northern Ireland
UAE	Means the United Arab Emirates

Sanctions and Export Control clauses:

[1. The Supplier 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 Supplier 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 Supplier represents, warrants and undertakes that:

2.1 Neither the Supplier, 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 Supplier 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 Supplier will not cause [Etisalat Afghanistan] to violate any Applicable Sanctions/Export Control Laws;

2.4 The Supplier 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 Supplier 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 Supplier shall notify [Etisalat Afghanistan] in writing as soon as possible if:

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

(ii) it becomes aware that any relevant Governmental Authority has initiated or will initiate any investigation or proceedings against the Supplier, 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 Supplier 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 Supplier, 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 Supplier during the period of any such audit. Supplier, 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 Supplier agrees that non-compliance with any of the representations and/or obligations set out in this Agreement by the Supplier, 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 Supplier for cause without liability as specified in the Agreement.

8. The Supplier 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 Supplier, 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 Supplier 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 Supplier, its Affiliated Persons and Representatives with these Sanctions and Export Control clauses and Applicable Sanctions/Export Control Laws. Such surveys or audits shall be reasonable as to scope, location, date and time. The Supplier, its Affiliated Persons or Representatives) shall cooperate fully and in good faith with any such survey or audit including the prompt provision of all relevant information, records and documents as [Etisalat Afghanistan] may reasonably require in order to facilitate and expedite the conduct of any such audit.

10. In the event that [Etisalat Afghanistan] is required to obtain an authorisation, licence or other governmental approval or to make a notification under Applicable Export Control Laws

for reasons arising out of this Agreement or the acts contemplated by it, the Supplier 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 Supplier, that prohibit engaging in or facilitating financial transactions that promote or conceal unlawful activity in any jurisdiction.
2. The Supplier represents and warrants that:
   i. the Supplier 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 Supplier has in place procedures aimed at preventing AML/CFT violations; and
   iii. the Supplier 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.

Etisalat Afghanistan Contractor and Vendor HSE Terms & Conditions

Standard Contractual Annex

Purpose and Applicability: These requirements form a standard contractual annex and apply to all contractors, vendors, suppliers, subcontractors, and their personnel performing work for or on behalf of Etisalat Afghanistan. Requirements shall be applied proportionately to the nature, scope, location, duration, and HSE risk level of the contracted activity.

1. General Responsibilities

1.1 Comply with all applicable laws, permits, authorizations, HSE policies, procedures, contractual requirements, and recognized good industry practices.

1.2 Provide accurate HSE information during bidding and throughout the contract, and maintain adequate management systems, competent personnel, supervision, records, and resources to meet these obligations.

1.3 Ensure that all personnel and subcontractors are informed of and comply with these requirements. The Contractor remains responsible for the acts and omissions of its personnel, vendors, suppliers, and subcontractors.

1.4 Immediately inform etisalat Afghanistan of any HSE matter that could affect people, property, the environment, operations, or the timely completion of the work.

1.5 Attend HSE performance review meetings, inspections, assessments, monitoring, and training when requested by Etisalat Afghanistan. Maintain HSE files and records at the worksite and submit monthly HSE performance reports where required.

1.6 Etisalat Afghanistan may classify each contractor or vendor as Low, Medium, or High HSE Risk, based on the nature, scope, location, duration, workforce exposure, environmental aspects, and potential consequences of the work. The applicable HSE requirements, monitoring, and documentation shall be proportionate to that risk classification.

1.7 Medium- and High-HSE-Risk contractors shall complete HSE prequalification when requested. This includes relevant HSE competence and qualifications, previous HSE performance and incident history where applicable, and supporting HSE documentation such as policies, risk assessments, method statements, training records, equipment inspection certificates, and emergency arrangements.

1.8 Before applicable work begins, all contractor personnel shall attend the etisalat Afghanistan HSE induction and receive task-specific toolbox talks or pre-job briefings. Briefings shall address the work scope, hazards, controls, permit requirements, emergency arrangements, PPE, and stop-work authority.

2. Health, Safety and Environmental Controls:

2.1 Provide a safe and healthy workplace for contractor personnel, etisalat Afghanistan

personnel, visitors, and affected third parties. Identify hazards, assess risks, and implement effective controls before and during the work.

2.2 Provide appropriate welfare and occupational health arrangements, including first-aid treatment, dehydration prevention, work-stress management, and access to emergency medical services relevant to the work location.

2.3 Prevent pollution and nuisance from dust, noise, smoke, odor, fumes, wastewater, emissions, spills, and other work activities. Protect air, water, soil, biodiversity, and natural resources.

2.4 Keep work areas orderly and free from avoidable slip, trip, fall, electrical, and other hazards. Establish and maintain safe access, housekeeping, barriers, signage, and supervision appropriate to the work.

2.5 Obtain and comply with the applicable Permit to Work before starting high-risk activities, including work at height, electrical work, electrical equipment safety, confined-space entry, hot work, excavation, lifting, and other activities designated by etisalat Afghanistan.

2.6 Protect personnel from heat, cold, dehydration, fatigue, stress, poor housekeeping, poor ergonomics and other occupational-health risks.

2.7 Ensure workers know emergency contacts, alarm procedures, escape routes, muster points and the location of fire extinguishers and first-aid facilities.

3. Personnel Competence Identification and PPE:

3.1 Use competent, trained, medically fit, and properly supervised personnel. Where required by the scope or risk level, appoint a dedicated HSE Officer acceptable to etisalat Afghanistan.

3.2 Ensure personnel display appropriate identification, including photo badges and, where applicable, identifiable uniforms, helmets, and company logos.

3.3 Provide suitable personal protective equipment at the Contractor's cost, based on the risk assessment and task requirements. Minimum PPE may include:

Personal Protective Equipment (PPE)	Minimum PPE Requirement
Head and eye protection	Safety helmet and safety glasses or goggles, as required by the task.
Safety footwear and workwear	Steel-toed safety shoes or boots and suitable work clothing or uniform. Clothing must not create a safety risk.

Personal Protective Equipment (PPE)	Minimum PPE Requirement
High-visibility protection	High-visibility vest or clothing where vehicles, mobile equipment, public traffic, or low-visibility conditions are present.
Hand protection	General-purpose, cut-resistant, chemical-resistant, electrical-insulating, or heat-resistant gloves, as appropriate to the task and exposure.
Respiratory protection	Suitable respiratory protective equipment based on the nature and level of exposure. Disposable dust masks may be used for low-dust work; for high dust, chemical, vapor, fume, or gas exposure, use an appropriate respirator with the correct filters.
Fall protection	Full-body harness with secure anchorage or lifeline, or other approved fall-protection measures, as determined by the risk assessment.
Waterproof safety boots	Waterproof, slip-resistant safety boots where work involves wet conditions, water, mud, wastewater, or similar exposure.
Welding and hot-work PPE	Welding helmet with the correct shade lens, welding gloves, leather apron, and protective sleeves for welding or hot-work activities.
Face protection / Face Shields	Face shield for impact, flying particles, sparks, molten metal, or chemical splashes. It must be worn with safety glasses or goggles.

4. Incident Reporting, Investigation and Emergency Management:

4.1 Immediately report any incident, accident, near miss, injury, environmental emergency, property damage, complaint, or HSE non-compliance through the available etisalat Afghanistan alert channels and to the HSE Team on HSE@etisalat.af and Mobile Phone 0781204934 and 0781202551.

4.2 Submit the initial incident report using Form F1 **(Incident Notification Report)** within 24 hours. Notify the etisalat Afghanistan HSE Team immediately of any incident occurring at an etisalat Afghanistan or contractor premises. Complete the investigation and close-out report using Form F2 **(Incident Report & Investigation)** within three working days, unless otherwise directed.

4.3 Ensure fatalities, lost-time injuries, serious incidents, and significant environmental events are investigated by senior contractor management in coordination with the relevant etisalat Afghanistan department & HSE Team.

4.4 Independently organize and maintain suitable first-aid, fire-prevention, and emergency arrangements, including trained responsible personnel, equipment, emergency contacts, and procedures coordinated with the workplace emergency plan. Establish task-specific rescue or intervention procedures for high-risk work.

5. HSE Records and Performance

5.1 Maintain an up-to-date HSE file at the worksite or office, including permits, risk assessments, method statements, training and competency records, equipment certificates and inspection checklists, inspections, incidents, and corrective-action records.

5.2 Attend etisalat Afghanistan HSE inductions, coordination meetings, performance reviews, inspections, and audits when invited. Provide monthly HSE performance data and reports during the contract period when requested.

5.3 etisalat Afghanistan has the right to inspect or audit the Contractor's HSE arrangements, workplaces, work activities, records, equipment, and supporting documentation at any time during the contract period. The Contractor shall provide reasonable access, cooperation, and timely corrective action for any findings.

6. HSE Risk Classification and Management Plan

6.1 It is the Contractor's responsibility to submit an HSE Management Plan to the Etisalat Afghanistan HSE team/Procurement team as part of the bidding documents, based on the Contractor's or vendor's HSE Risk Classification. The plan shall be proportionate to the scope, duration, location, and risks of the contractual activity.

HSE Risk Category	Typical Activity Profile	Proportionate HSE Requirements
Low	Office-based, supply-only, or low-exposure services with no significant site hazards.	Comply with this annex; complete induction and required HSE training; provide task risk assessment and the required PPE to be used by all involved staff and workers, and an HSE management Plan and an HSE Officer
Medium	Routine field, maintenance, installation, repairs, transport, or construction work with moderate hazards or environmental aspects.	Low-risk requirements plus HSE prequalification when task risk assessment or method statement, pre-job briefing/toolbox talk, and relevant field HSE competency and training and certification and HSE Management Plan and a dedicated HSE Officer.
High	High-risk activities, major works, work at height, electrical work, hot work, confined-space entry, excavation, lifting, maintenance and installation, or significant environmental exposure.	Medium-risk requirements plus a comprehensive HSE Management Plan for approval by the Etisalat HSE team before work, permit-to-work compliance, competent supervision, emergency or rescue arrangements, and a dedicated HSE Officer.

6.2 Where an HSE Management Plan is required, it shall include the following, as relevant to the work:

6.2.1 Hazard identification, risk assessment, and preventive controls for psychosocial, physical, chemical, biological, ergonomic, safety, and environmental hazards.

6.2.2 Environmental aspects and impacts, including controls for air emissions, dust, noise,

wastewater, soil protection, biodiversity, and community impacts.

6.2.3 Waste-management arrangements, including segregation, secure storage, reuse or recovery where practicable, transport, disposal, and required authorizations. Temporary waste storage is prohibited unless expressly approved by Etisalat Afghanistan and managed in the assigned area.

6.2.4 Permit-to-work, PPE, inspection, monitoring, corrective action, incident-reporting, emergency-response, and subcontractor-management arrangements.

6.2.5 Considering transportation and driving safety, including defensive driving.

7. HSE Training

The Vendor/Contractor shall ensure that its employees, workers, and subcontractors who are assigned to any tasks or activities are experienced and competent, and the vendor/contractor provides the relevant HSE training on its own and that Etisalat Afghanistan's HSE rules and requirements relevant to their work are met. Training records and certificates shall be maintained and provided to Etisalat Afghanistan upon request.

8. HSE Documents Confidentiality

The Vendor/Contractor shall keep all Etisalat Afghanistan HSE documents if submitted to them for compliance and implementation, including policies, procedures and SOPs, confidential and use them only for contracted work. Documents shall be handled and stored securely and shall not be shared with third parties without prior written approval from Etisalat Afghanistan.

9. Non-Compliance, Enforcement and Contractual Consequences

9.1 All contractors and their personnel must comply with Etisalat Afghanistan HSE instructions, policies, and procedures, and national and international best practices at all times. Etisalat Afghanistan may stop work immediately where an unsafe condition or non-compliance is identified.

9.2 All personnel have the authority and obligation to stop work where there is an immediate danger to life, health, property, or the environment and report the hazard and unsafe condition to HSE team and the direct line manager and supervisor.

9.3 Where a contractor or vendor fails to comply with Etisalat Afghanistan HSE requirements, applicable national law or recognized international HSE best practice, Etisalat Afghanistan may issue a written non-compliance notice and require immediate corrective action. Work may be suspended immediately where a serious or imminent risk exists.

9.4 A repeated violation, failure to correct a non-compliance within the agreed timeframe, or a second written warning may result in suspension of the work and termination of the contract. Any termination will be coordinated with the Procurement Department and managed in accordance with the contract and these HSE Terms and Conditions.

9.5 The contractor shall not resume suspended work until written authorization is given by the etisalat Afghanistan representative and/or HSE department after the required corrective actions have been verified.

10. Acknowledgement

By signing below/Acknowledgement, the contractor or vendor confirms that it has read, understood and will comply with these HSE Terms and Conditions, and will communicate them to all personnel and subcontractors before work begins.

Contractor or Vendor Name:	**Contract or Purchase Order No.:**
Authorized Representative:	**Title:**
Signature:	**Date:**
Etisalat Afghanistan Representative:	**Date**

11. Contact

For clarification on these requirements or Etisalat Afghanistan HSE policies and procedures, contact the HSE Team at HSE@etisalat.af. Cell Phones: 0781204934 and 0781202551