RFP No: EA/02-73-2026
Dated: 24 November 2026

Tender Notice

No: EA/02-73-2026

For Hiring Distributors for etisalat ISP Services

1. Bids are invited from qualified and experienced companies for "Hiring Distributors for ISP Services" as per etisalat Afghanistan Technical Specifications and Scope of Work.

2. Please submit the proposals through email to ghurzang@etisalat.af by 08 December 2026. The bids shall be written in the English language.

3. You may also download this Bid Document from the Etisalat Afghanistan website at: https://www.etisalat.af/index.php/en/about-us/doing-business-with-us/tenders

4. Proposals received after the above deadline shall not be accepted.

5. Proposal Submission Instructions:

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

   RFP for Hiring Distributors for etisalat ISP Services – RFP No. EA/02-73-2026

   Please ensure that the subject line is correct, as Etisalat will not be responsible for any proposals missed or overlooked due to incorrect or incomplete subject lines."

6. The vendor must demonstrate relevant Experience in ISP Distributorship like those requested by etisalat Afghanistan. Interested vendors are required to provide and share supporting documents that verify their expertise and past performance in this field. These documents should be submitted along with the proposal for evaluation purposes.

7. etisalat Afghanistan reserves the full discretion to accept or reject any or all bids and to cancel the bidding process at any stage, without incurring any liability to the bidders or any obligation to provide reasons or notify the affected bidders of the decision.

8. All correspondence regarding this matter should be directed at:

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

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

RFP No: EA/02-73-2026
Dated: 24 November 2026

Request for Proposal (RFP)

For

Hiring Distributors for ISP Services

1. DEFINITIONS

1.1 Terms.

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

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

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

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

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

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

"Contract" means the Contract between Etisalat Afghanistan (EA) and the Contractor and comprising documents enumerated therein, such as the Conditions of the Contract, the Scope of Works, the Specifications and the Contractor's offer and correspondence relating thereto, the Bill of Quantities with unit prices to be provided by the Contractor after completion of the detailed design work, (where applicable) or as approved by EA based on the accepted bid with agreed to adjustments, Appendices and Addenda as well as any amendments made to any such documents in accordance with the Contract.

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

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

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

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

"Day" means calendar day of the Gregorian calendar.

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

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

"L.o.I" means a Letter of Intent issued by EA to successful bidder with regard to award of Tender.

"Month" means calendar month of the Gregorian calendar.

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

"Prime Contractor" means the individual or firm ultimately responsible for supplying all the Goods and Services on time and to cost under this Contract to EA.

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

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

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

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

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Annexure-A

Scope of Work (SoW)

Hiring New ISP Resellers

Objective:

To recruit qualified resellers to expand the ISP's sales and customer service presence across priority provinces and districts in Afghanistan, increase customer acquisition, and improve access to internet services for residential, business, government, and institutional customers.

SOW:

1. Promote and sell only the EA ISP's approved internet services, products, packages within the assigned territory.
2. Identify and acquire potential customers, including residential users, businesses, NGOs, government entities, educational institutions, and other organizations.
3. Generate sales opportunities and actively support customer acquisition and market expansion initiatives.
4. Refrain from installing, modifying, or operating any other ISP network equipment unless specifically authorized in writing by the EA ISP & ATRA.
5. Refer all technical issues, service faults, billing disputes, and customer complaints to the ISP through the designated support channels.
6. Maintain accurate customer records and submit required sales and service reports to the EA ISP as requested for KYC purpose only.
7. Comply with all applicable laws, regulations, and directives issued by the Afghanistan Telecom Regulatory Authority (ATRA) and other relevant government authorities.
8. Adhere to all ISP policies, procedures, brand guidelines, and customer service standards.
9. Protect customer information and maintain confidentiality in accordance with applicable regulations and ISP policies.
10. Should have physical office in region where BW is requested
11. Provide the technical team CV, also company hierarchy
12. Should comply with ATRA rules and regulation in terms of work permit/ license, frequency license and BTS license
13. Requester would be responsible for their own EQ, BTS, tower and power (EA will not provide such services except for the BW).

Eligibility Criteria

To qualify as an Official ISP Reseller, applicants must meet the following requirements:

1. Hold a valid ICT/ISP license issued by the relevant regulatory authorities in Afghanistan (ATRA).
2. Have a minimum active bandwidth of 500 Mbps, onboarding BW is minimum 500 Mbps.
3. Provide a refundable security deposit of USD 2,500/ equivalent to AFN, payable to Etisalat Afghanistan's official bank account.
4. Have no outstanding financial liabilities or overdue payments owed to Etisalat Afghanistan. Any outstanding dues must be fully settled before appointment.
5. Not be affiliated with, owned by, managed by, or financially connected to any individual or company that has outstanding dues payable to Etisalat Afghanistan. Such dues must be cleared prior to reseller appointment.
6. Demonstrate the operational capability, technical resources, and market presence necessary to effectively promote and sell ISP services within the assigned territory.
7. Fully comply with all applicable ATRA regulations, policies, directives, and the latest reseller/distributor guidelines and manuals.
8. Maintain good standing with all relevant regulatory and governmental authorities.
9. Agree to comply with all contractual, financial, reporting, and operational requirements established by Etisalat Afghanistan.
10. Reseller appointments will only be considered for locations where Etisalat Afghanistan does not currently have an active reseller presence unless the requester has vast customer base & BW.
11. All the service fee and payments would be post paid in advance.

Suspension and Termination

Etisalat Afghanistan reserves the right to suspend or terminate a reseller's authorization at any time in the event of:

- Violation of ATRA regulations or regulatory requirements.
- Misrepresentation of products, services, pricing, or company policies.
- Unauthorized collection or misuse of customer payments.
- Misuse, disclosure, or unauthorized access to customer information.
- Fraudulent, unethical, or illegal activities.
- Failure to meet agreed contractual obligations, performance targets, or operational requirements.
- Any action that may negatively affect Etisalat Afghanistan's reputation, business interests, or customer relationships.

Note: The recruitment, appointment, and activation of resellers shall remain subject to all applicable ATRA approvals, regulatory requirements, and Etisalat Afghanistan's internal approval processes.

4.0 Period of contract:

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

5.0 Requirements Questionnaire:

To be submitted alongside the Company profile

Please find overleaf

6.0 Confirmation and Undertaking:

To be submitted alongside the Company profile

Please find overleaf

7.0 Documents to be submitted include:

I. Valid AISA or ATRA Licenses
II. Statute (ASAS NAMA)
III. ISP business plan & Proposal
IV. Company business profile
V. Filled requirements questionnaire
VI. Confirmation and undertaking
VII. Evidence of financial requirements

- Priorities will be given to those who are already on the ground & connected with other MNOs

TECHNICAL PROPOSAL QUESTIONNAIRE

S. No	Mandatory Requirements	YES	NO
1	Are you an existing Etisalat distributor		
2	Are you currently registered with Etisalat as a distributor or vendor of any of its services? Please mention for which service(s)		
3	Do you have an AISA business registration		
4	Do you have any experience in Telecoms business		
5	Mention the number of years in Number of years providing similar services		

6	Mention the provinces you have businesses and reach in currently		
7	Can you provide a refundable security deposit of USD 2,500/ equivalent to AFN, payable to Etisalat Afghanistan's official bank account?		
8	Are you a distributor for any other Telecoms company in Afghanistan?		
9	If your answer is Yes to question 10, please mention		
10	Are you willing to have an exclusive contract with Etisalat Afghanistan for Distribution?		

8. ANNEXURES:

The annexures listed below form an integral part of this RFP

Annexure- A..... Mandatory Information must be submitted
Annexure- B..... Supplier Code of Ethical Conduct
Annexure –C..... Compliance Clauses
Annexure- D..... Health, Safety and Environment (HSE)

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CONFIRMATION AND UNDERTAKING:

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

Our Registration/License No. is _____

Issued from _____

Date of Issue _____

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

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

Full name of the company

_____
Telephone No.: _____ EMAIL: _____

Name & Title of duly authorized Representative of the Company
_____

Signature _____ Date _____

Full Address

Annexure – A

The following Information must be submitted with the 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	

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Annexure – B

Code of Ethical Conduct

Content

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

1. 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 on-boarding or engaging any contractors.

3.3. The Contractor shall take reasonable steps to ensure that its selection processes also include adequate due diligence on sub-contractors.

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

4. Contractor monitoring

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

4.2. Any breach of this Code may be considered to be a material breach of any agreement or contract with Etisalat Afghanistan, and Etisalat Afghanistan reserves its legal rights and remedies in respect of any such breach.

5. Data Protection, Privacy and Confidentiality

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

5.2. The Contractor must ensure they handle any confidential or customer personal data with due care, ensuring it has a process in place to ensure access and storage of this data is managed securely.

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

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

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

6. Modern Slavery, Child Labour, and Human Trafficking

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

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

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

6.4. All the Contractor's employees shall be freely employed. This means all employees must be provided with employment contracts that stipulate, the employee's rights to terminate their employment with reasonable notice period, the working hours, and the minimum wage and required benefits in line with applicable laws in the country.

6.5. The Contractor may deduct subsistence expenses from employees' wages as required and substantiated for the nature of the work or in accordance with established company policies (Article 95 of Afghanistan's Labor Code). Any such deductions must be transparent, justified, and consistent with reasonable standards, ensuring that they do not impede an employee's basic rights or cause financial hardship. However, the Contractor shall refrain from making any other wage deductions, withholding payments, imposing unauthorized debts upon employees, or demanding the surrender of government-issued identification, passports, or work permits as a condition of their employment. All deductions must comply with fair and legal practices, respecting the rights and protections afforded to employees under the prevailing labor regulations. The Contractor shall not engage in or support the use of corporal punishment, threats of violence or other forms of mental or physical coercion. All employees shall be treated with dignity and in accordance with our policies, maintaining a work environment that is free of any sort of physical punishment. All employees should be aware that we will treat all incidents seriously and with respect and confidence and we will promptly investigate all allegations of physical punishment. No one will be victimized for making such a complaint.

7. Discrimination

7.1. Etisalat Afghanistan believes that everyone should be treated with dignity and respect, therefore, Etisalat Afghanistan prohibits all forms of discrimination, harassment, humiliation, threats of violence and abusive or offensive behavior.

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

8. Bribery and Corruption

8.1. Etisalat Afghanistan's stance on avoiding Bribery and Corruption means that regardless of local customs, we never receive or provide Gifts, Entertainment, Hospitality or any other benefits that are motivated by an improper purpose, such as to gain an inappropriate business, personal or other advantage.

8.2. The Contractor shall not tolerate or enter any form of bribery, including improper offers or payments to or from employees, customers, contractors, organizations or individuals.

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

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

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

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

9. Money laundering

9.1. The Contractor shall act in accordance with all applicable international standards and laws on fraud and money laundering and (where appropriate) maintain an anti-

money laundering compliance program, designed to ensure compliance with the law including the monitoring of compliance and detection of violations.

10. Health & Safety

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

10.2. The Contractor shall ensure it meets general principles of health and safety risk prevention. General principles include ensuring it has systems and processes in place for identifying, minimizing, and preventing health and safety hazards, using competent and trained people, providing and maintaining safe equipment and tools, including ensuring personal protective equipment is made available as required.

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

10.4. Summary of HSE (Health, Safety and Environment) terms and conditions for contractors:

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

- Conform with all the local laws and regulations laid down by the Government of Afghanistan related to their operations, wellbeing, health of employees, public, protection and sustainable use of natural resources and the environment they operate.

- The contractors are required to strictly follow and implement the HSE regulation and standards mentioned during their operations and activities. The instructions are produced primarily for the use of the contractor's management and supervisory staff who are required to ensure that the rules and procedures are brought to the notice of all the contractors' workers and that such rules and procedures are strictly followed by them.

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

-Contractor must obtain permit for work and report any HSE related incidents such as injury, fatality, death, and non-compliance to Etisalat Afghanistan HSE focal points and via email hse@etisalat.af.

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

11. Environment and Climate Change

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

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

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

12. Speak Up

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

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

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

Annexure – C

Compliance Clauses

1. Anti-Bribery Anti-Corruption

1.1 The Contractor represents and warrants on behalf of itself, its directors and employees and any third-party employed and/or retained to act for or on its behalf including, without limitation, agents, contractors, sub-contractors and professional representatives (**"Representatives"**) (including executive officers and directors of any such Representatives) that:

(a) it complies and will comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the UAE Penal Code ("**Relevant Requirements**") to the extent applicable to the Parties; and related laws and regulations of Afghanistan.

(b) it will not directly or indirectly through a third party, in relation to, in connection with, or arising from the performance of this Agreement give, receive, promise, attempt to give or to receive or in any way facilitate the giving and/or receiving of anything of value to any person for unlawfully of securing an improper advantage for (an advantage that is not legitimately due to) either Party, inducing or influencing any person to take any action or refrain from taking any action to obtain or retain business for either Party, and/or inducing any government or public official to take or to omit to take any decisions unlawfully;

(c) it has and shall maintain in place throughout the term of this Agreement its own adequate policies and procedures that are aligned with the Relevant Requirements, and shall train its own employees on its policies and procedures to ensure compliance with the Relevant Requirements, and will enforce its policies and procedures where appropriate.

(d) it shall immediately and in any case within three (3) days report to [Etisalat Afghanistan] in writing any actual or suspected violations including any request or demand for any undue financial or other undue advantage of any kind that it receives in connection with the performance of this Agreement; and

(e) following a request from [Etisalat Afghanistan], it shall certify to [Etisalat Afghanistan] in writing and signed by an officer of the Contractor its compliance with this clause and the compliance of all persons associated with it as well as that of its third parties under this Agreement. The Contractor shall provide such supporting evidence of compliance as [Etisalat Afghanistan] may reasonably request.

1.2 "Conflict of Interest" shall mean any circumstance, potential, actual, or perceived, that might cause a Party, persons associated with it, or a third party, to place their financial or personal interests above the interests of their contractual commitments and the performance of their obligations under this Agreement causing them to be biased in their business judgments, or to not act in good faith when taking decisions and actions that are detrimental to the interests of the other Party under this Agreement;

1.2.1 The Contractor 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 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

[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.*

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 the Contractor. If the Contractor is in breach of this [Annex 1]:

(a) [Etisalat Afghanistan] shall have the right to terminate this Agreement with immediate effect and suspend all payments, without prejudice to its rights and remedies under this Agreement, including its right to claim damages; and

(b) the Contractor shall not be entitled to any claim compensation or any further remuneration, regardless of any agreements entered into with third parties before termination.

2. Export Controls and Sanctions

Definition Section:

Affiliated Persons	mean any owner, officer, director, partner, principal, employee, any legal entity with control of or controlled by the Contractor or same owner(s) and/or or agents, contractors or other contractors of the Contractor.
Applicable Sanctions/Export Control Laws	mean the Sanctions Laws and/or the Export Control Laws of the UAE, and any other jurisdiction in which the Contractor deals in Items and/or provides services [including but not limited to US, UK, EU].
Blocked Person	means, at any time, any person (a) whose property or interest in property is blocked by any Sanctions, (b) designated as a target of asset freeze under Sanctions, (c) with whom dealings are otherwise

	prohibited under applicable Sanctions or Export Control Laws, or (d) owned or controlled by any such person.
Export Control Laws	mean laws and regulations related to the regulation of imports, exports, re-exports, sale, resale, transfers, releases, shipments, transmissions, or any other provision or receipt of goods, technology, technical data, software, or services, and any laws or regulations of a similar nature administered and enforced by Governmental Authorities.
EU	Means the European Union
Governmental Authorities	mean any agency, office, bureau, department, or instrumentality of the national government of the UAE, [any other applicable jurisdiction: US, UK, EU], that is responsible for administering and enforcing Sanctions and Export Control Laws and/or which has other relevant regulatory or other authority over the Contractor, as required in the context of the relevant Agreement.
Item	means hardware, software including source code, technology, documents, technical data, diagrams and services.
Representatives	mean any third-party employed to act for or on behalf of Contractor including, without limitation, agents, contractors, sub-contractors and professional representatives.
Sanctions Laws	mean economic or financial sanctions or trade embargoes imposed, administered or enforced by Government Authorities with applicable jurisdiction.
Sectoral Sanctioned Entity	means, at any time, any person subject to Sanctions administered or enforced Governmental Authorities.
US	Means the United States of America
UK	Means the United Kingdom of Great Britain and Northern Ireland
UAE	Means the United Arab Emirates

Sanctions and Export Control clauses:

[1. The Contractor acknowledges that any Items that it provides under the Agreement may be subject, or become subject in the future, to the Applicable Sanctions/Export Control

Laws of one or more jurisdictions (including without limit those of the U.S., the European Union, the UAE, the UK and any other jurisdiction in which it deals in Items), and shall not deal in, supply, deliver, broker or export any such Items without first obtaining all governmental licenses and approvals and making any notifications that may be required under such Applicable Sanctions/Export Control Laws.]

2. The Contractor agrees at all times to comply with and ensure that it, its Affiliated Persons and Representatives act in compliance with all Applicable Sanctions/Export Control Laws in carrying out its responsibilities under this Agreement. Without limiting the foregoing, the Contractor represents, warrants and undertakes that:

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

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

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

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

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

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

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

(ii) It becomes aware that any relevant Governmental Authority has initiated or will initiate any investigation or proceedings against the Contractor, or any of its Affiliated

Persons or Representatives, relating to an actual or potential breach of any Export Control Laws or Sanctions in relation to its obligations under this Agreement.

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

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

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

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

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

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

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

10. In the event that [Etisalat Afghanistan] is required to obtain an authorisation, licence or other governmental approval or to make a notification under Applicable Export Control Laws for reasons arising out of this Agreement or the acts contemplated by it, the Contractor shall provide such assistance to [Etisalat Afghanistan] in obtaining such approval as [Etisalat Afghanistan] may reasonably require.

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

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

2. The Contractor represents and warrants that:

i. the Contractor and each of its affiliated persons will refrain from engaging, whether directly or indirectly, in improper and/or illegal conduct, including money-laundering and terrorist financing; and, where applicable, will comply with Applicable AML/CFT Laws;

ii. If applicable, the Contractor has in place procedures aimed at preventing AML/CFT violations; and the Contractor agrees to notify [Etisalat Afghanistan] promptly and in any event within 3 days, in writing, of any suspicious activity under AML/CFT Laws, of which it becomes aware relating to the transaction involving [Etisalat Afghanistan]. Upon reasonable request, the [Etisalat Afghanistan] agrees to provide [Etisalat Afghanistan] with documentation relating to its AML/CFT policies and procedures and assist [Etisalat Afghanistan] with any clarification required without any undue delay.

Annexure-D

HSE Terms & Conditions

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 recognize 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 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.
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 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.

Personal Protective Equipment (PPE)	Minimum PPE Requirement
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 involve 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 conditions 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. 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