

TENDER NOTICE

RFP NO. EA/02-49-2024



Supply and Installation of EMS for Etisalat Afghanistan MSCs

ENVIRONMENT MONITORING SYSTEM

RFP issue Date:

November 14, 2024

1. Bids are invited from potential Companies for supply and installation of EMS for Etisalat Afghanistan MSCs (ENVIRONMENT MONITORING SYSTEM) as per the RFP Technical section below. This bid Document is also available on Etisalat website ([Tenders](#)).

2. RFP Deadline is November 25, 2024 Afghanistan time. Local and international firms can send their offer via email to eahmadzai@etisalat.af and copy Ihsanullah@etisalat.af that marked clearly with the **RFP name, and number**.

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

4 . 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.

6. The bidder shall submit a proposal with separate **(Technical and Commercial)** parts. **The commercial part must be password password-protected document and we will request the password once the concerned committee opens bids (start 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 which meet all the mandatory service effecting requirements will be evaluated commercially.

6. Bidder should be registered with Etisalat Afghanistan in Vendor Registration List. If any interested bidder **is not registered**, first they should fill the attached Vendor Registration Form and provide following documents before tender deadline and submission of bid. Bidder's offer will not be considered without the registration process.

- 1- Company Profile
- 2- Business License
- 3- President and Vice President ID Cards/Tazkira Copies
- 4- Article of Association (نامه اساس)
3. Past Performance:

Firm must describe past performance on similar public and or private agency contracts, including past performance on similar works for any other telecom company.

8. All correspondence on the subject may address to Emal Ahmadzai, Specialist Procurement & Contracts, and Etisalat Afghanistan. Email eahmadzai@etisalat.af and Phone No. +93781 204100.

Ihsanullah Zirak

Director Procurment & Supply chain

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

E-mail: Ihsanullah@etisalat.af

Request for Proposal (RFP)

For

**Supply & installation of Environment Monitoring system
(EMS) for MSCs (for 7 MSCs)**



1. Part-A: RPF General and Commercial terms:

1.1 Defination:

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

1.1.1 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 contractor shall supply equipment & services and subject to change by agreement of both parties.

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

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

“CIF” means “Cost Insurance Freight” as specified in INCOTERM 2010.

“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 Contractor 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 Contractor and comprising documents.

“Contractor” 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.

“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.

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

“D.D.P” means Delivered Duty Paid as defined in the Incoterms 2010 including the unloading responsibility of bidder/seller.

“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 republic 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 contractor 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 Contractor's and EA's control.

“Goods Receipt Certificate” means certificate issued by the consignee certifying receipt of Goods in good order and condition.

“Liquidated Damages” mean the monetary damages imposed upon the contractor and the money payable to EA by the contractor 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.

“Specifications” means the specifications, provided in the Contract and its annexure and in EA Tender Specifications and where the Contract is silent and in cases of conflicting specifications appearing in the documents, based on the latest version of ITU-T recommendations.

“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 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.

“Warranty Period” shall mean the period of 12 months or any extended period starting from the acceptance of the delivered Goods in good order and conditions at consignee’s certified by EA authorized representative (s).

1.2 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 Purchaser in the Tender documents.

1.3 Price

1.3.1 International Bidders can quote CIP Kabul and Local Bidders shall quote DDP Kabul prices accordingly.

1.3.2 DDP Prices shall be inclusive of Custom Duties and all Taxes as applicable in Afghanistan as per Islamic Republic of Afghanistan Tax Laws.

1.4 Payment Terms

1.4.1 Payment mode:

1.4.1.1 90% Payment will be made to the Contractor on delivery and acceptance of Goods by Etisalat Afghanistan.

1.4.1.2 10% payment will be made to the Contractor after completion of warranty period.

1.4.2 Payment shall be made by bank transfer after receipt of original Hardcopy of invoice.

1.4.3 Advance payment will be not made to contractor.

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

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

1.5 Construction of Contract:

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

1.6 Termination of the Contract

1.6.1 If during the course of the Contract, the Contractor shall be in breach of the Contract and the Purchaser shall so inform the Contractor 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 Contractor.

1.6.2 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 Contractor 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 Contractor shall pay such excess to the Purchaser.

1.6.3 The Contractor shall not have the right to terminate or abandon the Contract except for reasons of force majeure.

1.7 Local Taxes, Dues and Levies:

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

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

1.8 INTRODUCTION TO WORK.

1.8.1 Bids are For Supply & installation of EMS (Environment Monitoring System with Etisalat specifications as per Technical section below.

1.9 Bill of Quantity (BoQ).

| No | Item Description | Unit | QTY | Item- Price | |
|-------------------------|--------------------------------------------------------------------------------------------------|------|-----|-------------|-------------|
| | | | | Unit Price | Total Price |
| 1 | Supply and installation of Environment Monitoring system (EMS) (for 7 main switch centres (MSCs) | No | 1 | | |
| Total Cost ===== | | | | | |

1.10 Penalty:

1.10.1 If the contractor fails to complete the said job on or before the Completion Date, the Contractor shall pay to the Purchaser as and by way of Penalty resulting from the delay, the aggregate sum of one percent (1%) of Total Contract price of the delayed

services for each week and pro-rata for parts of week, for delay beyond the specified date, subject to a maximum of ten percent **(10%)** of the Total Contract Price of the service(s). In the event that delay is only in respect of small items which do not affect the effective utilization of the system, the penalty shall be chargeable only on the value of such delayed items.

1.10.2 10% penalty from the total contract price if the material is low quality and not as per EA standard.

1.10.3 Any penalty chargeable to the Contractor shall be deducted from the invoice amount submitted by the Contractor for payment, without prejudice to the Purchaser's rights

1.10.4 The payment of penalty shall not relieve the Contractor from the obligation to complete the services/deliverables or from any other liabilities or obligations under the Contract.

2. Part-B: RFP Technical Section: SoW for ETA MSCs Environment Monitoring System (EMS)

- The project entails the supply and installation of a standard Environment Monitoring System (EMS) for the Telecom datacentre Centre and Main Switch Centres (MSC). The EMS will be responsible for monitoring and reporting temperature, humidity, smoke detectors, air flow, dust level, power usage and water detection in the MSCs.
- It must offer 24/7 online monitoring for ETA 07 MSCs, including Mazar, Qandahar, Jalalabad, Herat, Kunduz MSCs, and few selected rooms of Kabul MSC01 & 02,
- Monitoring should be via IP & internet connectivity.
- A permanent license for the EMS is required, alongside a high data storage capability of at least 1 year.
- The system should have the ability to generate reports in excel and other formats, presented in graphs and charts.
- It should also be capable of monitoring through G-NOC and sending alarms via email, SMS, WhatsApp, or other platforms.
- Bidders must provide network configurations, design, and other required calculations, ensuring that work quality and items' standards align with Telecom standards.
- Proper design and calculation are imperative during project implementation to verify sensor, cable, and panel numbers, distances, and sizes.
- Sensors must have 99.9% accuracy for temperature, humidity, smoke detectors, air flow, dust level, power usage and water detection to catch any abnormalities in MSC rooms.
- A site visit is recommended to better understand the project scope.
- Bidders should have previous experience in similar installations and employ experienced staff for project implementation, along with providing a minimum one-year standard warranty for equipment and services.
- Technical manuals for the offered solution must be shared
- The proposed solution should have real-time monitoring, control, and reporting features.
- Integration of existing EMS in few rooms of MSC01 & 02 and proposed EMS is also part of this project and bidder should consider it in his proposal
- Integration of the EMS with existing data centre infrastructure and monitoring tools is necessary, as is configuring and testing the notification system for alert messages and escalation procedures.
- Training sessions for GNOC staff on using the EMS interface and responding to alerts are also required.
- Physical installation of for temperature, humidity, smoke detectors, air flow, dust level, power usage and water detection, and any other related items is part of the project.
- The solution must be appliance-based, as server-based solutions will not be accepted.
- Purpose solution should have centralized Monitoring system for all Data Centres.
- Historical reports should be available when needed from the solution,
- The systems shall support IP connectivity wired and wireless

ANNEX __A Compliance Provisions.

1. Anti-Bribery Anti-Corruption

1.1 The Business Partner 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;
- (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 the purpose 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] 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], it shall certify to [Etisalat] in writing and signed by an officer of the Business Partner 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 Business Partner shall provide such supporting evidence of compliance as [Etisalat] 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 Business Partner shall immediately and in any case within three (3) days notify [Etisalat] in writing if a Public Official¹ becomes an officer or employee of the Business

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,

Partner or acquires a direct or indirect interest in the Business Partner and the Business Partner 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 Business Partner 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 Business Partner shall immediately and in all cases within three (3) days inform [Etisalat] in writing of such conflict and shall provide all relevant information to assist [Etisalat] in its assessment of such conflict.

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

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

3.3 [Etisalat] or its auditors or representatives may at any time audit Business Partner's compliance with this [Annex 1], and the Business Partner 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].

3.4 [Etisalat] shall be entitled to suspend payments of Business Partner invoices that are, or become due in case there is a reasonable believe that the Business Partner 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 Business Partner shall indemnify [Etisalat] against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, [Etisalat] as a result of any breach of this [Annex 1] by the Business Partner.

3.6 Breach of this [Annex 1] shall constitute a material breach of this Agreement by the Business Partner. If the Business Partner is in breach of this [Annex 1]:

(a) [Etisalat] shall have the right to terminate this Agreement with immediate effect, without prejudice to its rights and remedies under this Agreement, including its right

(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.

to claim damages; and

- (b) the Business Partner 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 Business Partner or same owner(s) and/or or agents, suppliers or other contractors of the Business Partner. |
| 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 Business Partner 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 Business Partner, 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 Business Partner 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 Business Partner 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.]

1.11 2. The Business Partner 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 Business Partner represents, warrants and undertakes that:

2.1 Neither the Business Partner, 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 Business Partner will not, in connection with any activities involving [Etisalat] (including all Affiliated persons or representatives of [Etisalat]) 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 Business Partner will not cause [Etisalat] to violate any Applicable Sanctions/Export Control Laws;

2.4 The Business Partner shall provide to [Etisalat], 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] to ascertain any export control that may apply to [Etisalat]; and

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

2.6 The Business Partner shall notify [Etisalat] in writing as soon as possible if:

(i) the Business Partner, 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 Business Partner, 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.

1.12 3. The Business Partner 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.

1.13 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], acting reasonably, believes that the Business Partner, its Affiliated Persons or its Representatives breached or is likely to have breached any element of these Sanctions and Export Control clauses, [Etisalat] 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], and shall withhold payments to the Business Partner during the period of any such audit. Business Partner, 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] audit.

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

8. The Business Partner agrees to fully indemnify and hold harmless [Etisalat] 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 Business Partner, 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 Business Partner agrees that [Etisalat] may, at its sole discretion, conduct surveys and audits (either directly or through independent third parties engaged by [Etisalat]) to verify compliance by the Business Partner, 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 Business Partner, 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] may reasonably require in order to facilitate and expedite the conduct of any such audit.

10. In the event that [Etisalat] 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 Business Partner shall provide such assistance to [Etisalat] in obtaining such approval as [Etisalat] 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] and the Business Partner, that prohibit engaging in or facilitating financial transactions that promote or conceal unlawful activity in any jurisdiction.

2. The Business Partner represents and warrants that:

- i. the Business Partner 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 Business Partner has in place procedures aimed at preventing AML/CFT violations; and

- iii. the Business Partner agrees to notify [Etisalat] 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]. Upon reasonable request, the [Etisalat] agrees to provide [Etisalat] with documentation relating to its AML/CFT policies and procedures and assist [Etisalat] with any clarification required without any undue delay.

Annexure-2

RFP General Terms Compliance to be filled by Bidder

| S/N | Clause No. and General Terms | Comply (Yes/No) | Remarks |
|-----|---------------------------------------------------------|-----------------|---------|
| 1 | DEFINITIONS | | |
| 2 | INTRODUCTION TO WORK | | |
| 3 | INSTRUCTIONS FOR BIDDING | | |
| 4 | OBJECTIVES, TECHNICAL SPECIFICATIONS, AND SCOPE OF WORK | | |
| 5 | DOCUMENTS TO BE SUBMITTED | | |
| 6 | COMMERCIAL TERMS | | |
| 7 | EVALUATION OF BIDS | | |
| 8 | AWARD OF TENDER. PERFORMANCE SECURITY | | |
| 9 | CONDITIONS OF CONTRACT | | |
| 10 | PAYMENTS | | |
| 11 | COMPLIANCE WITH EXPORT CONTROL REGULATIONS | | |
| 12 | SANCTIONS AND EXPORT CONTROL LAWS | | |

The following Information must be submitted with the offer:

| Bidder Contact Details | |
|-------------------------------------|--|
| Company Name | |
| Company Address | |
| Bidder Phone Number | |
| Bidder Contact Person Name | |
| Bidder Contact Person Designation | |
| Bidder Contact Person Phone No | |
| Bidder Contact Person Email Address | |
| Bidder Registration License Number | |
| License Validity | |
| TIN Number /Tax Number | |

-----End of Document-----