

## TENDER NOTICE

### No. EA/02-64-2022

#### For Renewal of Cisco Smart Net Support

1. Sealed Bids are invited from **Authorized Cisco Partners** for renewal of Cisco Smart Net Support. The Hard Bid Documents are available in Etisalat head office and can be obtained from procurement department as well can download it from Etisalat Afghanistan website ([www.etisalat.af](http://www.etisalat.af), [Tenders](#)).

2. Bidders should send the proposals/offers by **18-December-2022** via email to **snabizada@etisalat.af**.

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

**Note:** If you submit your commercial part of proposal by email, please provide it in password protected document/format. We will request the password once here the concerned committee started the bid's commercial evaluation.

4. Bidders should be registered with Etisalat Afghanistan in Vendor Registration List. If any interested bidder is not registered, first they should register their company before tender deadline and submission of bid.

5. 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. All correspondence on the subject may address to Shoaib Nabizada, Sr. Analyst Procurement & Contracts, Etisalat Afghanistan. Email [snabizada@etisalat.af](mailto:snabizada@etisalat.af) and Phone No. +93781 204113.

**Ihsanullah Zirak**

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# Request for Proposal (RFP)

For

**Renewal of Cisco Smart Net Support**



## 1. DEFINITIONS

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

### 1.1 Terms.

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

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

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

**"BoQ"** stands for Bill of Quantities of each job/work as mentioned in this contract and its annexes according to which the 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/Offer 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 enumerated therein, such as the Conditions of Contract, the Deliverables, 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

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amendments made to any such documents in accordance with the Contract.

**“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.

For the purpose of clarification, D.D.P Price here means that all costs, expenses, duties and taxes, incurred or payable on Goods by the contractor up to the point the Goods are handed over to consignee/ultimate consignee, are included in the price of the Goods.

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

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

**“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"** means raw materials, products, equipment, systems, spares, and commodities in solid, liquid or gaseous form, and electricity, incidental services, transport, maintenance and similar obligations related to the supply of Goods if the value of those services does not exceed the value of the Goods themselves. The Goods include all of the equipment, machinery, and/or other materials which the Contractor is required to supply to EA under the Contract as per EA Technical Specifications.

**"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.

**"Pre-Shipment Inspection"** means inspection and testing of Goods at manufacturer's premises in accordance with the provisions of the specifications and the clause(s) of the contract pertaining to Pre-Shipment Inspection.

**"Prime Contractor"** means the individual or firm ultimately responsible for supplying all the Goods 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.

**"Shipping Documents"** means Contractor's Valued Invoice, Packing List, Freight Memo (if

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any), Weight and Measurement Certificate, Original Bill of Lading or Airway Bill (as the case may be), Certificate of Origin, Warranty Certificate, Insurance Declaration and Inspection Certificate and/or Contractor's Factory Test Certificate, as required by the 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.

**"Site"** means the land or locations, buildings and other places including containers shells wherein and upon which the Goods are to be supplied/delivered, and such other land or places as may be specified in the Contract as forming part of the site.

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

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

**"Subcontractor including Vendors"** means any person to whom execution of any part of the facilities and/or services including preparation of any design or supply of any plant and equipment, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.

**"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 warehouse or site certified by EA authorized representative (s).

## 2. INTRODUCTION TO WORK.

**2.1** Bids are invited for renewal of Cisco Smart Net Support in accordance with Etisalat specifications as per Annexure A.

**2.2** The award of the tender will be for one year based on best technical complied bid and price wise lowest offer.

## 3. Scope of Work

As per Annexure –A

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#### **4. 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.

#### **5. Registration/Legal documents of the Bidder:**

The Bidder shall include in his proposal, copies of registration documents such as the Certificate of Registration, Trade License, Chamber of Commerce Certificates, and Memorandum of Association (for Limited Liability Company) which shall be legalized as follows:

#### **6. Progress of Work:**

**6.1** The Contractor shall commence the execution of the Contract and shall proceed in an orderly and proper manner with due expedition and without delay in order to ensure that the services/activities/jobs as stipulated in the contract are completed by the specified Completion Date.

**6.2** A Progress Report shall be submitted by the Contractor showing the progress, any anticipated delays and any other relevant information. Each Progress Report shall include a statement confirming that the services/activities/jobs or part thereof shall be completed by the specified date or a detailed explanation, should delay be anticipated.

**6.3** The Contractor shall be responsible for the quality of work and the execution of the Project and provision of services as per Annexure-A. The Purchaser reserves the right to ensure such control and supervision as is deemed necessary.

#### **4. Price**

**4.1** Price shall be quoted on in Afghani Currency. Prices quoted in other currency will cause rejection of your bid.

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

## 5. Payment Terms.

**5.1** Payments against the entire contract shall be made by EA based on the Contractor's ability to meet delivery schedules as defined in the Contract under Schedule of Services in the following manner:

**5.1.1** EA will make 100% payment of the contract amount after services delivered/activated and completed and verified by authorized EA representative.

**5.2** Advance payment will be not made to contractor.

**5.3** Payment will be made through Bank Transfer.

**5.4** 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.

**5.5** 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.

**5.6** "Etisalat Afghanistan has full right to issue the PO/Contract payments via mHawala (mobile financial services) system to your mHawala account".

## 6. Penalty:

**6.1** 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, penalty shall be chargeable only on the value of such delayed items.

**6.2** Any penalty chargeable to the Contractor shall be deducted from the invoice amounts submitted by the Contractor for payment, without prejudice to the Purchaser's rights.



## **7. Construction of Contract:**

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

## **8. Termination of the Contract by the Purchaser:**

**8.1** 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.

**8.2** 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.

## **9. Termination of the Contract by the Contractor:**

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

**9.2** In the event of the Contract being terminated by the Contractor as indicated, the Contract Price payable by the Purchaser to the Contractor (after taking into account amounts previously paid under the Contract) shall be the Price, as specified in the Contract, of the services received and accepted at the date of termination.

## **10. Local Taxes, Dues and Levies:**

**10.1** The Contractor shall be responsible for all government related taxes, dues and

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levies, including personal income tax, which may be payable in the Afghanistan or elsewhere.

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

**10.3** The contractor will fully inform itself of all Islamic Republic of Afghanistan Tax Regulation and will pay all taxes; duties, tariffs and impositions lawfully assessed against the contractor for execution and performance of the contract.

## **11. Settlement of disputes:**

**11.1** All disputes arising out of or in connection with this Contract shall be finally decided by the Courts of Islamic Republic of Afghanistan. Such decision shall be binding to parties. For this purpose, the parties shall be deemed to have agreed to submit to the jurisdiction of the Courts of Islamic Republic of Afghanistan and to have waived any immunity that may be claimed in this respect.

**11.2** Notwithstanding that a dispute may have been referred to the Court both parties shall, if required by the Purchaser, proceed with their contractual obligations.

## **12. Corrupt Practices:**

**12.1** The Contractor shall not offer or give or agree to give to any person any gift or consideration of any kind as an inducement or reward for doing of fore-bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract with the Purchaser or for showing or forbearing to show favor or disfavor to any person in relation to this or any other Contract with the Purchaser.

**12.2** The Contractor shall not enter into this or any other Contract with the Purchaser in the event that any such commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made, particulars of any such commission and of terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Purchaser.

**12.3** Any breach of this condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall entitle the Purchaser to terminate the Contract.

### **13. Publicity and confidentiality**

**13.1** The Contractor shall not, and shall ensure that none of his sub-contractors will, advertise or otherwise disclose the appointment of the Contractor or his sub-contractors or the terms of the Contract (save insofar as may be required by law or may be necessary for the due performance of the Contract) without the prior approval in writing of the Purchaser. All copy of material relating to this Contract which is intended for publication in any form by the Contractor or any sub-contractor must first be submitted in draft form to the Purchaser for approval indicating the countries in which it will appear.

**13.2** The Contractor shall ensure that he and / or his sub-contractors (including their personnel) shall not disclose the location, nature, purpose, details of equipment; technical specifications, customized /tailored designs etc. or other confidential / site specific information given to him as a result of awarding the Contract or gained by him from his association with other Contractors of the Purchaser in the same site, area or field to a third party, without obtaining prior approval in writing from the Purchaser.

## Annexure-A

### Part-1 Bill of Quantity (BoQ):

Cisco Smartnet Support 1 Year		
Sl. No	Product Number	PAK/Serial Number
1	WS-C6506-E	SAL1052BY3B
2	WS-C6506-E	SAL13505YYM
3	WS-C4506-E	FOX1347GR4F
4	WS-C4506-E	FOX1347GRBW
5	WS-C4506-E	FOX1347GRBN
6	WS-C4506-E	FOX1347GR6W
7	WS-C6506-E	SAL16159TK9
8	WS-C6506-E	SAL1620CSHW
9	ASA5585-S10-K8	JMX1621706T
10	ASA5585-S10-K8	JMX1621706X
11	ASA5585-S10-K8	JMX1621706W
12	ASA5585-S10-K8	JMX1621706S
13	WS-C6509-V-E	FOX1613GYVB
14	WS-C6509-V-E	FOX1613GZ0R
15	WS-C6506-E	SAL1620CSHS
16	WS-C6506-E	SAL16159TK8
17	AIR-CT5520-K9	FCH2247V09P
18	AIR-AP2802E-E-K9	FGL2302A2RL

### Part-2 Scope of Work and SLA:

#### A: Scope of Work: Brief Introduction of service:

Cisco Smart Net support or Cisco TAC is 24/7 support contract with cisco for Etisalat Afghanistan cisco equipment (routers, switches, firewalls), it will include remote support & services for products, resolving issues, IOS up gradation, troubleshooting issues, hardware replacement in case of failure.

#### Brief Introduction of Scope:

- Smart Net Total Care 24x7x2: 2-hour response, 24 hours a day, 7 days per week, including holidays

- Global, 24-hour access to experts in the Cisco Technical Assistance Center for covered devices
- Advance hardware replacement --including 2-hour, 4-hour and next-business day options
- Access to operating system (OS) software updates and upgrades
- 24-hour access to Cisco online resources
- Comprehensive, web-based user community for self-service support of smart capabilities
- Proactive diagnostics and immediate alerts on devices enabled with Smart Call Home
- 24/7 Cisco TAC Access
- Resolve problems more quickly: Identify issues quickly and simplify the incident management processes to reduce downtime and improve business continuity.
- Reduce risk: Reduce the risk of downtime so you can maintain network availability and performance and keep us satisfied.

**Service level Agreement (SLA):**

- Smart Net Total Care 24x7x2: 2-hour response, 24 hours a day, 7 days per week, including holidays.

**Price shall be quoted according to following option:**

- 1- Option-1 (one-year support price). Total price will be paid by Etisalat after support activation and renewal.

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

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