

TENDER NOTICE

EA/02-32-2024

Fidelis License Bandwidth Upgrade Solution

1. Bids are invited from Authorized Companies for Fidelis License Bandwidth Upgrade.
2. Bids shall be sent via email to snabizada@etisalat.af **Deadline: 24-September-2024**
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.
3. Bids received after the above deadline shall not be accepted.
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 rights 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 and Phone No.+93781 204113 .

Ihsanullah Zirak

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Request for Proposal (RFP)

For

Fidelis License Bandwidth Upgrade



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.

"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).

2. INTRODUCTION TO WORK.

2.1 Bids are invited for provisioning of Fidelis License Bandwidth Upgrade in accordance with Etisalat specifications/features as per **Annexure A**.

2.2 Cybersecurity Clauses as per **Annexure B**.

3. Validity of Offers

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

4. Price

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

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

4.3 CIP prices shall be quoted in USD and DDP in Afghani currency only.

5. Payment Terms.

5.1 EA will make 100% of the payment after delivery of the License.

5.2 Payment shall be made via bank transfer after receipt of original Hardcopy of invoice.

5.3 No advance payment to contractor.

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.

6. 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.

7. Termination of the Contract

7.1 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.

7.2 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.

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

8. Local Taxes, Dues and Levies:

8.1 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.

8.2 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 for International/nonregistered companies.

- 1. Annual Subscription for Software & License: 20% Tax is Applicable**
- 2. Annual Support: 7% Withholding is Applicable**

8.3 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.

Annexure-A

1.0 Introduction:

Etisalat Afghanistan is seeking proposals from qualified vendors to upgrade the bandwidth for our Fidelis system. The upgrade aims to enhance performance, improve data throughput, and ensure the scalability of our existing network infrastructure.

2.0 Scope of Work:

- 1) The upgrade from Fidelis Network Software perpetual license for up to 5 Gbps or 10 Gbps of aggregate peak monitored bandwidth and 90 days of metadata storage.
- 2) The bidder should provide maintenance and support cost breakdown for duration for 1 or 3 Years.
- 3) Propose a suitable bandwidth upgrade plan aligned with our operational needs.
- 4) Implement the upgrade with minimal disruption to ongoing services.
- 5) Ensure compatibility with existing security protocols and network architecture.
- 6) Provide post-implementation support and documentation.
- 7) The bidder must ensure the delivery of license to Afghanistan, with no restrictions on shipment.

3. Technical Requirements:

- 1) The proposal must include quotes for both 5 Gigabit and 10 Gigabit bandwidth upgrades.
- 2) The bidders should consider perpetual licensing and support options, ensuring the solution remains cost effective.
- 3) Provide a detailed cost breakdown, highlighting the difference between the 5G and 10G upgrade paths, including hardware, software, and ongoing support.
- 4) The proposed solution must support seamless integration with the current Fidelis system.
- 5) High availability and redundancy options should be included.
- 6) The solution should comply with our existing security standards and policies.

Fidelis Technical Requirements:

Fidelis					
S#	Item	Description	Quantity	Unit Price \$	Total Price \$
1	SW Upgrade from FNL-2G-60D to FNL-5G-90D	Upgrade from FNL-2G-60D to Fidelis Network Software Perpetual License (FNL-5G-90D) for up to 5 Gbps of aggregate peak monitored bandwidth and 90 days of metadata storage.	1		

2	SW Upgrade from FNL-2G-60D to FNL-10G-90D	Upgrade from FNL-2G-60D to Fidelis Network Software Perpetual License (FNL-10G-90D) for up to 10 Gbps of aggregate peak monitored bandwidth and 90 days of metadata storage.	1		
3	Maintenance & Support	Duration for 1 Year or 3 Years	1		
			Sub Total		

Note: Upon receiving the quotes, the Etisalat team will decide whether to proceed with the 5 or 10 Gigabit bandwidth upgrade and choose between 1-year or 3-year support options.

Annexure-B

Important Note:

Bidders, vendors, and any concerned party shall fill all the fields in the below table, any missing or non-compliant item may cause disqualifying the proposed system from the Etisalat Security side.

No.	Description	Compliance (YES/NO/NA)	Comments
1	Etisalat Security Requirements		
1.1	The Contractor/Supplier/vendor to sign Non-Disclosure Agreement (NDA) with Etisalat before finalizing RfX/contract/POC agreement as per Etisalat NDA process.		
1.2	Contractor/Supplier/vendor equipment's (e.g. Servers, PCs, etc.) that are connected to Etisalat network must be securely wiped before taking out of Etisalat premises.		
1.3	The proposed/contracted system shall pass Etisalat Security Audit (Vulnerability Assessment/Penetration Testing) before go-live/service acceptance by Etisalat. Contractor/Supplier/vendor shall provide SLA for fixing Security gaps based on severity.		
1.4	Contractor/Supplier/vendor shall fix all security issues identified and reported by ETISALAT and/or Third Party Contracted to do the testing, with no additional cost		
1.5	Contractor/Supplier/vendor confirms that its products/solution are tested for weaknesses via methods such as Vulnerability Assessment, penetration testing, red teaming exercises and scans that check for compliance against the baseline security standards or security best practices, before the new product or any of its releases is delivered to ETISALAT. The Contractor/Supplier/vendor shall provide evidence/report of the security assessment/audit of the proposed solution.		
2	Security Architecture		
2.1	The Contractor/Supplier/vendor shall ensure that proposed solution shall comply with the applicable IT and Telecom Security standards (such as Afg. NESA (SIA) IA V2, Afg. DESC (ISR), Afg. TRA, 3GPP, ETSI, ENISA, CSA, NIST, PCI, ISO, GDPR etc.) The Contractor/Supplier/vendor shall confirm the applicable standard.		
2.2	The proposed solution shall support the latest operating systems and application versions. Contractor/Supplier/vendor to ensure proposed solutions will run the latest stable software, operating system, and firmware.		
2.3	The solution shall be designed with multi-tier architecture, (Demilitarized Zone (DMZ), middleware, and private network). Any system accessible from the Internet shall be on the DMZ and access to internal sensitive data shall be secured through the middle tier application proxy.		

No.	Description	Compliance (YES/NO/NA)	Comments
2.4	The proposed solution shall not impact or relax existing Etisalat security control or posture.		
2.5	The performance of the proposed system shall meet the business requirements without disabling or removing any existing security control		
2.6	The Contractor/Supplier/vendor shall provide only secure methods of communication such as HTTPS, SFTP, SCP, TLS1.3, IPSEC, SRTP, SSH v2, SNMPv3 between the proposed nodes. Non-secure protocols such as Telnet, HTTP and FTP shall not be used.		
3	Password Security		
3.1	All Operating Systems (e.g. Linux and Windows) shall be hardened according to well-known standards such as, but not limited to NIST, CIS security benchmark, and NSA.		
3.2	The proposed system includes password management module that supports the following features:		
3.3	Setting the minimum password length		
3.4	Password complexity, and not accepting blank passwords		
3.5	Maximum password age and password history		
3.6	Account lockout		
3.7	Enforce changing password after first login		
3.8	Prompt / notify for the old password on password changes		
3.9	The password shall be saved in hashed format (i.e. irreversible encryption)		
3.10	Forgetting or resetting password function shall support using OTP or email for verification		
4	Authentication		
4.1	The proposed system shall not provide access without valid username and password.		
4.2	All user access to the proposed system shall support Privilege account Management (PAM) integration.		
4.3	For public web applications, the proposed system supports and uses CAPTCHA or OTP to prevent password dictionary attacks		
4.4	For mobile applications, the proposed system shall support and uses fingerprint authentication method		
4.5	The proposed system supports and uses secure authentication protocols, like Kerberos, LDAP-S, NTLM V2 and above, HTTPS (for web applications)		
4.6	The proposed system will not use insecure authentication protocols, like NTLM v1, HTTP (for web applications)		
4.7	The proposed system shall support session timeout settings		
4.8	The proposed solution shall support secure API architecture to integrate systems to exchange data where deemed necessary.		
5	Authorization		

No.	Description	Compliance (YES/NO/NA)	Comments
5.1	The proposed solution shall support role-based access controls that includes access profiles or security matrix (i.e. Role Name VS. Access Permissions)		
5.2	The proposed system supports role-based access permissions, i.e. Administrator, Operator, Viewer, User...		
6	Software Security		
6.1	The software development and testing will not run on the production systems, and will be running in an isolated environment		
6.2	The software source code will not include clear-text passwords		
6.3	The software code will not include insecure protocols, like FTP, telnet ...etc.		
6.4	The software testing will not use live/production sensitive or PII data unless it's masked as Etisalat security policy		
6.5	The proposed system enforces input and output validation to prevent security attacks, like SQL Injection, Buffer Overflow...etc.		
6.6	For web portals, the proposed system includes all security controls to prevent / protect from OWASP Top 10 security attacks and risks		
6.7	For mobile application, the proposed system shall include security checks / controls to protect from mobile attacks, like SSL Pinning, Jailbreak, Anti-debug, Anti-hooking, and Advanced Obfuscation...		

No.	Description	Compliance (YES/NO/NA)	Comments
7	Security Event Logging		
7.1	Proposed systems shall support standard logging protocols such as CIFS/Syslog/CSV logs files		
7.2	The system shall generate and support audit logs that contain the following fields (as a minimum): a) Username b) Timestamp (Date & Time). c) Client IP Address d) Transaction ID & session information		
7.3	The proposed solution shall support the integration with Etisalat NTP for time synchronization and accurate logging.		
8	Public Cloud Security		
8.1	Etisalat customers' and staff personal data (PII: name, contacts, address, Emirates ID, Passport number, Nationality ...) is encrypted at rest and in transit using a strong industry-standard encryption protocol		
8.2	The Public Cloud setup that stores PII information shall be hosted in the Afghanistan		
8.3	The Public Cloud setup is hosted in a dedicated tenant for Etisalat (i.e. not shared)		
8.4	The Public Cloud data center shall not be moved to another country or location without prior coordination and approval from Etisalat		
8.5	All Etisalat data will be permanently erased from the Public Cloud on termination of the service or support agreement		
8.6	The proposed Cloud system supports Etisalat Cloud Access Security Broker (such as Microsoft MCAS, Netskope CASB)		
9	Virtualization and Container Security		
9.1	If applicable, Bidder shall ensure the proposed virtualized infrastructure, service based and micro services architecture to support multi tenancy, zoning & micro-segmentation, security visibility, secure virtualization (sVirt), trusted image signing, virtual Firewalls, DoS protection, Trusted platform module (TPM), Hypervisor & Host OS security to secure data and resources.		
9.2	The proposed solution shall support integration with Etisalat/Leading Container Security Solution, where applicable, to scan the container images and ensure malware protection of CI/CD pipeline.		