



Government of Pakistan
PAKISTAN TELECOMMUNICATION AUTHORITY
www.pta.gov.pk

Invitation To Bid

For License Renewals of Web Application Firewall (Fortiweb1000E)

Sealed bids are invited from well reputed tier 1/tier 2 dealers/suppliers/distributors/partners of Fortinet registered with Income Tax and Sales Tax Departments and having three years of experience, and who are on Active Tax Payer List of Federal Board of Revenue (FBR) having valid certificate from Original Equipment Manufacturer (OEM) for renewal of PTA Web Application Firewall (WAF), as per detail below:

| Required Product | Description of Hardware | Quantity |
|---|--|----------|
| License Renewal of Web Application Firewall (Fortiweb1000E) | License Renewal of Web Application Firewall (WAF) Fortiweb1000E I. Three (3) Years Advance Bundle Security updates including all supported security profiles i.e. IP Reputation/IP Intelligence, layer7 DDOS protection, credential stuffing, Multiple authentication mechanism including SSO, LDAP, SSL Client certificate CAPTCHA, Browser enforcement Site Publishing etc. II. Advance 3 years Hardware Warranty with 3 years advance support 24 x 7 and with 3 years security updates (Advance Security License). | 1 |

Bidding documents, containing detailed terms and conditions etc. are available for the interested bidders at the office of Assistant Director (Networks), PTA HQs, F-5/1, Islamabad. Price of the bidding documents is Rs. 500/- (non-refundable in form of pay order/DD in favor of Pakistan Telecommunication Authority). Bidding documents can also be downloaded from (www.pta.gov.pk) free of cost.

The bids, prepared in accordance with the instructions in the bidding documents, must reach at the office of Assistant Director (Networks), PTA HQs, F-5/1, Islamabad by before 19th July, 2022 at 11:00 AM. Technical bids will be opened on the same day at 11:30 AM. This advertisement is also available on PPRA website at www.ppra.org.pk.

Muhammad Nadeem
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HEADQUARTERS F-5/1, ISLAMABAD.
[http// www.pta.gov.pk](http://www.pta.gov.pk)

BIDDING DOCUMENTS

Sealed bids are invited from well reputed tier1/tier2 dealers/suppliers/distributors/partners of Fortinet registered with Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue (FBR) having valid certificate from *Original Equipment Manufacturer (OEM)* for renewal of PTA Web Application Firewall (WAF), as per detail below:

| Required Product | Description of Items | Quantity |
|---|--|----------|
| License Renewal of Web Application Firewall (Fortiweb1000E) | <p style="text-align: center;"><u>License Renewal of Web Application Firewall (WAF)</u> <u>Fortiweb1000E</u></p> <p>I. Three (3) Years Advance Bundle Security updates including all supported security profiles i.e. IP Reputation/IP Intelligence, layer7 DDOS protection, credential stuffing, Multiple authentication mechanism including SSO, LDAP, SSL Client certificate CAPTCHA, Browser enforcement Site Publishing etc.</p> <p>II. Advance 3 years Hardware Warranty with 3 years advance support 24 x 7 and with 3 years security updates (Advance Security License).</p> | 1 |

Detailed specifications of above-mentioned Hardware are provided at **Annex-C** of this document.

Terms and Conditions

1. GENERAL INFORMATION:

- a. The bids, duly completed in all respects and prepared in accordance with the instructions in these bidding documents, will be received on or before **19th July, 2022 up to 11:00 AM.**
- b. Only Technical bids will be opened by Technical Evaluation Committee, at Pakistan Telecommunication Authority (PTA) Headquarters (HQs) F-5/1, Islamabad on the same day at **11:30 AM**, in presence of bidder's representative, who may choose to attend.
- c. Bids should be sent at the address of Assistant Director (Networks) PTA, HQs F-5/1,

Islamabad.


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- d. A bidder shall be selected after an open, competitive and transparent bidding process in accordance with Public Procurement Regulatory Authority (PPRA) Ordinance, 2002, and Rules, Regulations and Guidelines made thereunder.
- e. Save as otherwise provided, a Single Stage, Two Envelopes procedure as per Rule 36 (b) read with Rule 37 (a) of the Public Procurement Rules, 2004, as amended (the "PP Rules, 2004") shall be opted.
- f. Bid shall comprise of single package containing two separate sealed envelopes. Each envelope shall contain separately the "Financial Proposal" and the "Technical Proposal"
- g. The envelopes shall be marked as "**FINANCIAL PROPOSAL**" and "**TECHNICAL PROPOSAL**" in bold and legible letters to avoid confusion.
- h. Initially, only the envelope marked "**TECHNICAL PROPOSAL**" shall be opened.
- i. The envelope marked as "**FINANCIAL PROPOSAL**" shall be retained in the custody of PTA without being opened.
- j. The technical proposals shall be evaluated as per **clause 3** of these bidding documents without reference to the price and rejection of any proposal which does not conform to the specified requirements.
- k. Only technically qualified bidders will be informed the date, time and venue for the opening of financial bids. Financial bids along with the submitted bid security of technically disqualified bidders will be returned un-opened after the opening of financial bids of technically qualified bidders as per PP Rules 2004.
- l. After the evaluation and approval of the technical proposals, the financial proposals of the technically accepted bids /technically qualified bidders will be opened at a time, date and venue announced and communicated to bidders in advance.
- m. Bidder shall quote only single option as mentioned in this bidding documents. Bids with multiple options will be rejected without any right of appeal.
- n. Bidder must be registered with FBR for Income and Sales tax and will provide NTN and Sales Tax registration certificates, as per the applicable government regulation along with the technical proposal.
- o. The Bidders name must be on **Active Taxpayers List (ATL) of FBR for Income tax and sales tax** as on the date of bid submission and onward throughout the period of Contract/Support/SLA in compliance of the Eligible Bidders (Tax Compliance) Regulations,



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- p. The Bidder shall provide an **undertaking on non-judicial stamp paper** of Rs. 100 that the Bidder itself or its partner have not been declared black listed by any Government/Semi-Government institutions.
- q. PTA shall not entertain incomplete or partial bids and **conditional bids** shall also be rejected.
- r. Proposals shall be submitted in English language as per PP Rule 6.
- s. All prices mentioned in the Financial Proposal shall be in Pak Rupees (PKR).
- t. Each page of the Technical and Financial Proposal shall be signed by an authorized representative of the Bidder. The representative's authorization shall be confirmed by **power of attorney** accompanying the proposal.
- u. For clarification on any item of this document, the bidder may send a written/email request, up till five (05) days before the proposal submission date and clarifications will be communicated to the respective Bidders through e-mail.
- v. PTA may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. PTA shall, upon request, communicate to any bidder who submitted a bid or proposal, the grounds for its rejection of respective bids or proposals, but is not required to justify those grounds as per PP Rule 33.
- w. **Annex-A, Annex-B, Annex-C and Annex-D** shall be an integral part of technical and financial proposals, which may be read/filled carefully, signed and stamped by the bidders. Further, details of the annexures are mentioned below:
- i. **Annex-A**, consists of **mandatory requirements** for bidder(s)
 - ii. **Annex-B**, consists of technical evaluation of bidder(s), which has total 100 marks, whereas minimum qualifying marks are 70%.
 - iii. **Annex-C**, consists of technical Evaluation of the product and bidder(s) may quote higher specs, however, quoting lower specs shall disqualify the bidder.
 - iv. **Annex-D**, comprises of financial bid format, to be followed by all bidders, the bidder should quote its rates clearly, in the financial proposal in both figures and words without any ambiguity. **Financial bid should be quoted on the given financial bid forms/format as per Annex-D, otherwise bid shall be rejected.**
 - v. The bidder must be current/ active and authorized dealer/ supplier/ distributor/ partner of the principal manufacturer (**Fortinet**).
- Draft agreement **Annex-E** is also part of this Bidding Document.


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- vii. No bidder will be allowed to withdraw its bid after the deadline for submission of bids and during the period of bid validity or any extension thereto provided by the bidder.
- viii. In case of withdrawal of the bid by a bidder after the deadline for the submission of bids and during the period of bid validity or any extension thereto provided by the bidder, the Bid Security shall be forfeited and blacklisting procedure may be initiated in accordance with the PP Rules.

2. BIDDER'S INFORMATION

- | | |
|--------------------|---|
| In case of Company | 1. Incorporation certificate from Security and Exchange Commission of Pakistan (SECP).(certified true copies) |
| | 2. Valid NTN and STN Certificates |
| In case of Firm | 1. Form-C issued by registrar of Firms (certified true copies) |
| | 2. Valid NTN and STN Certificates |

- a. Address _____
- b. Telephone No _____ Fax No. _____
- c. GST Reg. No _____
- d. National Tax No _____

3. EVALUATION CRITERIA

- a. The bidder should quote its rates (in PKR) clearly in the Financial Proposal in both figures and words.
- b. Technical bids shall be opened and evaluated by technical evaluation committee in view of **Annex-A, Annex-B and Annex-C**. Bidders, meeting the mandatory requirements as per **Annex-A**, obtaining at least **70% in Annex-B** and meeting the technical specifications as per **Annex-C**, shall be eligible for the participation in financial bid opening.
- c. Financial bids of technically qualified bidders (i.e. bidders compliant of Annex-A, Annex-B & Annex-C) shall be opened and evaluated by procurement committee of PTA i.e. PC-I.
- d. PTA reserves the right for the selection of most advantageous bid which has met the mandatory requirements/ eligibility criteria, secured minimum 70% marks in technical evaluation found substantially responsive to the terms and conditions as set out in these


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bidding documents and evaluated as the highest ranked bid on the basis of cost (i.e. lowest in price) thereof, as specified in these bidding documents.

- e. If two or more technically qualified bidders quote equal lowest price in financial proposals, then the work will be awarded to the one having higher technical marks, in technical evaluation.

4. Definition

Definition of the terms set forth below for the purposes of this Bidding Document, shall be as follows:

- a. "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- b. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- c. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- d. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- e. "obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede PTA investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

5. BID SECURITY

- a. Bid security equal to PKR 1.2 million shall be attached separately with respective Technical Proposal.
- b. Bid security will be in the shape of pay order / bank draft in favor of Pakistan Telecommunication Authority, Headquarters, Sector F-5/1, Islamabad.
- c. Bid security shall be attached with the Technical Proposal (Cheques will not be accepted) otherwise proposal will not be accepted.



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- d. **Technical Bid without bid security** will be rejected without any right of appeal.
- e. Bid security of technically disqualified /unsuccessful bidders will be returned along with their unopened financial bids after opening of financial bids of technically qualified bidders. Whereas, bid security of unsuccessful bidders (financially) will be returned after award of contract to successful bidder. Bid security shall be forfeited in favor of PTA if the Contractor/Successful bidder(s) refuse to sign the Contract
- f. Performance Guarantee will be 6% of the contract price. Bid security of successful bidder will be retained/ converted as **Performance Guarantee** for three years. The successful bidder will have to deposit the balance amount, in form of pay order/DD in favor of PTA, at the time of signing of contract
- g. In case, performance of the contractor is not in accordance with the terms and conditions of the contract and remains unsatisfactory then maximum two notices, with the gap of one month, will be served to the contractor by the Director ICT. Afterwards, if the contractor doesn't improve its performance as per terms and conditions of the contract, the contract will be terminated and amount of the Performance Guarantee will be forfeited together with initiation of blacklisting process as per PP Rule 19.
- h. **In case of cancelation of Supply Order/Contract due to default of the Contractor the Bid security shall be forfeited in favor of PTA** and blacklisting can be initiated as per PP Rule 19.
- i. In case of withdrawal of the bid by a bidder prior to deadline for the submission of bids, the Bid Security shall be forfeited and blacklisting procedure may be initiated in accordance with the PP Rules.
- j. In case of withdrawal of the bid by a bidder after the deadline for the submission of bids and during the period of bid validity or any extension thereto provided by the bidder, the Bid Security shall be forfeited and blacklisting procedure may be initiated in accordance with the PP Rules.

6. PRICES

- a. The bidder should quote its rates clearly in Pak Rupees in the Financial Proposal in both figures and words as per format attached at **Annex-D**.
- b. The rates quoted shall remain valid for 90 days from the date of opening of Technical Bids.
- c. No escalation in currency exchange rate will be applicable and bids with a condition of currency exchange rate applicability will be rejected without any right of appeal.
- d. Bid(s) shall be in Pak rupees only and inclusive of all applicable taxes i.e. GST etc.
- e. PTA shall bear no transportation/carriage charges.


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7. PAYMENT PROCEDURE

- a. No advance payment shall be made against the supply of License mentioned in this bidding document.
- b. Payment shall be made on provision of invoice/bill, after updating of license/warranty information in the Web Application Firewall (Fortiweb 1000E) installed at PTA Headquarters and issuance of satisfactory completion/stock verification/physical inspection certificate by PC-I.
- c. Payment shall be subject to withholding of applicable taxes as per government rules and penalty (if any) specified in these bidding documents.
- d. Payment will be linked with active taxpayer status of the bidder and no payment will be made until the bidder appears on ATL (Active Taxpayer List) of FBR (Federal Board of Revenue) as required under PPRA Tax Compliance Regulations 2015.

8. SOFTWARE

The renewal of software license should be arranged by the successful bidder by clearing all duties/taxes (if any) levied by the Govt.

9. DELIVERY/COMPLETION PERIOD

- a. License renewal of Web Application Firewall (FortiWeb 1000E), shall be made within Six (06) weeks' time after issuance of Supply order. Completion time shall be Four (04) weeks after the receiving of the licenses.
- b. Bidders will be responsible for renewal of all licenses for a period of three years for Web Application Firewall (FortiWeb 1000E), installed at H/Qs F-5/1 Islamabad with provision of support mentioned in section 11.

10. DEALER/SUPPLIER /PARTNER

Bidder shall be an authorized dealer/supplier/distributor/partner of Fortinet as per bidding documents.

11. WARRANTY/SUPPORT & TRAINING

- a. Successful bidder will be responsible for three years' warranty and renewal of licenses and onsite support for three years (24X7) as per bidding documents.


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- b. Successful bidder will be responsible for provision of professional certificate training of the concerned product/software to at least 3x designated resource persons of PTA free of cost (FoC).
- c. Warranty/Replacement certificate both on **Non-Judicial Stamp Paper** of Rs.100 and **bidder's letter head** for three years.

12. PENALTY

- a. If the supplier/vendor fails to deliver and update license within due time mentioned at **Sr.9(a)**, then a penalty @ **01% of the contract price shall be charged per week** up to a maximum of **six (06) weeks** (Days more than four (04) will be considered as one week). Thereafter, Contract Shall stand cancelled and Performance Guarantee will be forfeited in favor of PTA along with initiation of blacklisting procedure as per Rule 19 of PP Rules, 2004.
- b. If the supplier/vendor fails to provide warranty / support as per certificate provided as per Annex-B (clause 3) of the bidding document, then a penalty @ **01% of the contract value** will be charged per week up to maximum of **four (04) weeks** (Days more than four (04) will be considered as one week) thereafter Performance Guarantee may be forfeited in favor of PTA, supply/contract may be rejected/canceled together with initiation of blacklisting process as per **PP rules, 2004**.
- c. In case of non-satisfactory performance by the supplier during the warranty period, PTA reserves the right to forfeit the Performance Guarantee in favor of PTA.
- d. The penalty amount will be adjusted at the time of final payment or deducted from Performance Guarantee whichever applicable.

13. DISQUALIFICATIONS

Bid documents will be liable to be rejected if any deviation is found from the instructions as laid down in the bid document i.e.

- a. Technical Bid is submitted **without** the required Bid security.
- b. Bids are received after specified date and time.
- c. Specification and other requirements are not properly adhered to or different from those given in the bidding documents.
- d. GST and NTN certificates are not attached and the bidder is not in Active Payer List of FBR for both Income Tax and Sales Tax.
- e. Service center of the quoted brand is not in Islamabad/Rawalpindi.



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- f. Bidder does not have "Valid" authorization certificate from manufacturer.
- g. Bidder quoted multiple options, referring **clause 1 (m)** as mentioned above.
- h. Non provision of affidavit on **non-judicial Stamp Paper** of Rs. 100 to the effect that the firm/company has not been black listed by any government/semi government/autonomous body or company and company have not any linkage with India and Israel.
- i. Warranty/Replacement certificate both on **Non-Judicial Stamp Paper of Rs.100** and Contractor's Company/Firm letter head for three (03) years.

14. RIGHTS RESERVED

PTA reserves the rights to cancel the bid, accept or reject any bid as per **PP Rules, 2004**.

15. CHECKLIST

- a. Bid security in shape of bank draft/pay order attached with technical proposal (Cheques are not acceptable). (Yes/No)
- b. Relevant documents are attached as per Annexures A, B, C & D (Yes/No)
- c. List of such projects handled with copies of supply order. (Yes/No)
- d. Affidavit on non-judicial stamp paper of Rs. 100 for not been black listed. (Yes/No)
- e. Affidavit on non-judicial stamp paper of Rs. 100 of no linkage with India and Israel (Yes/No)
- f. Specification and other requirements are met. (Yes/No)
- g. Service center of the quoted brand is in Islamabad/Rawalpindi (Yes/No)


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Muhammad Nadeem
 Assistant Director (Networks)
 Pakistan Telecom Authority

General Evaluation Criteria

Annex-A

| Part A) Mandatory Requirements * | |
|---|--|
| 1 | Company/Firm/Bidder has to produce Sales Tax and Income Tax Registration. |
| 2 | Minimum three relevant /similar years of experience. |
| 3 | Sales and Service Center of the Supplier/vendor/Bidder must be in Islamabad / Rawalpindi. |
| 4 | Specifications are met and minimum 2x Technical Engineers Shall be available in Islamabad/Rawalpindi for Onsite support. |
| 5 | Vendor/Contractor status should be "Active" in Tax Payers List of FBR for both Income Tax and Sales Tax. |
| 6 | Affidavit on Non-Judicial Stamp Paper of Rs. 100 to the effect that the firm has not been black listed by any government/semi government/autonomous body or company and the company have no linkage with India and Israel. |
| 7 | Company/Firm/Bidder has to produce Authorization dealer, partner, etc. Certificate of the principal/manufacture for Pakistan must be attached. |
| 8 | Minimum two supply orders or completion certificate/letter etc. as documentary evidence should be provided. |
| 9 | Submission of Bid Security with Technical proposal. |

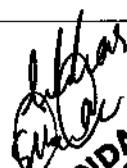
Bidders not fulfilling the above-mentioned Mandatory requirements shall be disqualified, relevant documents/certificates to be attached.


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Technical Capabilities of Bidder

Annex-B

| Part B) General Evaluation* | | | | |
|---|---|------------|---------------|--|
| Sr. # | Attributes | Max. Score | Points Earned | Criteria |
| 1 | Detail of Offices | 10 | | Firm/Company has sales and services offices at Karachi and Lahore. Five (05) points for each location. |
| 2 | Spare Parts & Software Availability | 10 | | Firm/Company has Spare Parts Depot/facility at Islamabad / Rawalpindi. |
| 3 | Replacement time for faulty parts under warranty equipment/parts (Certificate has to be produced). | 15 | 15 | Next Business day |
| | | | 10 | 1-4 working days |
| | | | 00 | In case supplier/vendor didn't provide certificate of 1-4 working days Replacement. |
| 4 | Total strength of relevant Technical Staff at Rawalpindi / Islamabad (List shall be attached with name, designation, qualification and related experience). | 20 | 20 | Firm/Company has Six (06) or more relevant technical staff in Islamabad / Rawalpindi. |
| | | | 15 | Firm/Company has four (04) or up to five (05) relevant technical staff in Islamabad / Rawalpindi. |
| | | | 5 | Firm/Company has two (2) or up to three (3) relevant technical staff in Islamabad / Rawalpindi. |
| 5 | Firm/Company Experience (minimum three years' experience required) in Pakistan | 20 | | Five (5) points will be given for each year of experience, beyond 3 years of mandatory requirement. |
| 6 | Projects completed of similar nature | 25 | | Five points will be awarded for each project of same nature on provision of supply order/ contract or completion certificate/letter etc. Minimum (2) projects. |
| Sub Total | | 100 | | |
| <p>i. Minimum qualifying marks are 70% in above table whereas Annex "C" shall be compulsory.</p> <p>ii. All supporting Documents to claim marks be attached for all relevant clauses of Annex-B.</p> <p>iii. Technical proposal not accompanied with Bid Security will be rejected without any right of appeal</p> | | | | |


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TECHNICAL EVALUATION

Annex-C

(To be included in Technical Proposal)

| Required Product | Description of Items | Quantity |
|--|---|----------|
| License Renewal of Web Application Firewall (Fortiweb1000E) | <p style="text-align: center;"><u>License Renewal of Web Application Firewall (WAF) Fortiweb1000E</u></p> <p>I. License Renewal for Three (3) Years Advance Bundle Security updates including all supported security profiles i.e. IP Reputation/IP Intelligence, layer7 DDOS protection, credential stuffing, Multiple authentication mechanism including SSO, LDAP, SSL Client certificate CAPTCHA, Browser enforcement Site Publishing etc.</p> <p>II. Advance 3 years Hardware Warranty, (3 years advance support 24 x 7) and with 3 years security updates (Advance Security License)</p> | 1 |

Any inferior Specifications will be rejected

Multiple options are not allowed; Bidder should Quote only one option. Quoting multiple option will lead to disqualification.

Higher Specifications are allowed however, quoting lower specifications will lead to disqualification.

Authorized Signature of bidder with seal stamp


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Financial Proposal (Bid Format)

Annex- D

Date _____

Company Name _____

| Required Specification | Quoted Specification (With Brand Name) | Unit Price Inclusive of Applicable Taxes | Qty | Total Price Inclusive of Applicable Taxes |
|---|--|--|-----|---|
| <u>Software (HA)</u> | | | | |
| <p>I. License Renewal for Three (3) Years Advance Bundle Security updates including all supported security profiles i.e. IP Reputation/IP Intelligence, layer7 DDOS protection, credential stuffing, Multiple authentication mechanism including SSO,LDAP,SSL Client certificate CAPTCHA, Browser enforcement Site Publishing etc.</p> <p>II. Advance 3 years Hardware Warranty, (3 years advance support 24 x 7) and with 3 years security updates (Advance Security License)</p> <p>III. Both Onsite and Remote support for three years by successful bidder.</p> | | | 1 | |
| GRAND TOTAL | | | | |


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Any inferior specifications will be rejected

Authorized Signature of bidder with seal stamp

Draft Agreement:

AGREEMENT

(To be executed on Rs.100/- Judicial paper)

THIS Supply & Installation Service Agreement (the "Agreement") is made on this day _____ 2022;

By and Between

Pakistan Telecommunication Authority, a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its principle office at PTA H/Q, F-5/1, Islamabad (hereinafter referred to as "**Client**" which expression shall where the context admits include its administrators and assigns) of the One Part

And

M/s _____

through Mr.....

bearing CNIC.....

having place of business at.....

(hereinafter referred to as "**the Contractor**," which expression shall where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assigns) of the **Other Part**.

(If when and where applicable the Party of the One Part and Party of Other Part shall hereinafter be collectively referred to as 'Parties' and individually as 'Party' as the context of this Agreement requires).

WHEREAS;

- A. Client is desirous of procuring & installing of (i) **Web Application Firewall (FortiWeb 1000E) software/License of advance Security UTM bundles, (ii) with Advance 3 years Hardware Warranty (iii) with 3 years advance support 24 x 7 and (iv) with 3 years security updates (Advance Security License)** and have them delivered, Installed and subsequently maintained by the Contractor in accordance with the terms of this Agreement;
- B. The Contractor is a _____ (*details of incorporation*) being engaged in providing of such services has agreed to provide the Services subject to the conditions as set forth hereunder.
- C. The Contractor represents that;
 - i. It has the relevant expertise and holds valid and subsisting licenses/permissions, authorizations/approvals required from the Government of Pakistan and;
 - ii. It has the requisite expertise and resources to provide top quality of requisite as per Annexure-C & D of Bid document to the Client in accordance with highest industry standards and satisfaction of the Client. The Contractor undertakes that the Services



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shall be provided only through the staff/labour/workforce that has the requisite expertise and experience in this regard.

- D. Upon the basis of the representations and warranties of the Contractor contained herein, the Client wishes to appoint the Contractor to provide the Services at Client's HQ Building premises under this Agreement;

NOW THEREFORE, for the consideration provided herein the representation and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the Client and Contractor hereby agree as follows:

1. Scope of Agreement

- 1.1 Subject to the terms and conditions of this Agreement the Contractor agrees to provide Services as per requirements prescribed under **Bidding Documents and its attached Annexure-A, B and specifically Annexure C & D.**
- 1.2 Bidders/contractor shall be responsible for renewal of all licenses for a period of three years for Fortiweb 1000E Firewall, installed at H/Qs F-5/1 Islamabad with provision of support mentioned in section 10.
- 1.3 This Contract/Agreement is valid till the period of warranty/support validity.

2. Agreement Documents

The following documents shall be deemed to form, and be read and construed as integral part of this Agreement:

- a) Invitation to bid
- b) Bidding documents along with its Annexures
- c) Special Stipulations (if any).
- d) Addenda and Corrigenda, if any, issue by the Clients and duly accepted by the Contractor at the signing of the Contract.
- e) Bid security/Performance Guarantee
- f) Form of Agreement/ Contract Agreement
- g) Clients order to commence the work.
- h) Any Correspondence by the Clients/Contractor mutually accepted by the Client and the Contractor.

3. Term

- 3.1 Upon signing of this Agreement, the Contractor shall be obligated to start installation of software Licenses **Web Application Firewall (FortiWeb 1000E)** on specified location by Client within one (01) week after delivery of the Software Licenses **Web Application Firewall (FortiWeb 1000E)** and complete it within projected time of Six (06) weeks.

4. Termination

- 4.1 Notwithstanding anything herein contained the Client shall be exclusively entitled to terminate this Agreement


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- a. Without advance notice, in case the Contractor is in breach of any of the terms of this Agreement, or in case the Client is not satisfied with the Services.
 - b. Without cause, by giving three (03) days advance written notice to the Contractor.
 - c. If the Services do not meet the specifications, terms & conditions mentioned in the **Annexure-A, B, C, D of Bidding documents**.
- 4.2 In case of such termination, the Contractor shall not be paid for any Services actually rendered up to the date of termination and any advance payment by the Client in respect of the Services not performed or in respect of period falling after the effective date of termination shall be refunded by the Contractor, to the Client. The Client, shall not, because of expiration or termination of this Agreement, be liable to the Contractor for any compensation, reimbursement, or damages because of the loss or prospective profit or because of expenditures or commitments incurred in connection with the business of the Contractor.
- 4.3 In case, performance of the contractor is not in accordance with the terms and conditions of the contract and remains unsatisfactory then maximum two notices, with the gap of one month, will be served to the contractor by the Director ICT. Afterwards, if the contractor doesn't improve its performance as per terms and conditions of the contract, the contract will be terminated and amount of the Performance Guarantee will be forfeited together with initiation of blacklisting process as per PP Rule 19.
- 4.4 In case of cancelation of Supply Order/Contract/Agreement due to default of the contractor the Bid security shall be forfeited in favor of PTA.

5. Deliverables

The Services "**Web Application Firewall (FortiWeb 1000E) License of advance Security UTM bundle, Advance 3 years Hardware Warranty with 3 years advance support 24 x 7 and with 3 years security updates (Advance Security License)**" should be of best quality and as per technical specifications mentioned in the **Annexure-C** of Bidding documents.

6. Charges

- 6.1 In consideration of rendition of Services, all amounts paid to the Contractor are inclusive of all taxes, levies, duties, and any other deduction related thereto etc. and are acknowledged by the Supplier to be adequate and sufficient consideration for the rendition of Services.
- 6.2 All payments to be made by the Client to the Contractor shall be subject to such deductions and withholding as are required by prevailing laws which shall be to the account of the Contractor.

7. Invoice

- 7.1 The Contractor shall submit its Invoice in accordance with the rates/charges specified in **Annexure-D** of bidding document.
- 7.2 The Contractor shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its staff/workers who shall be deputed for the Services at the Client's Building.


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7.3 The Contractor and its staff /employees shall be bound to obey safety rules and other regulations prescribed by the Client on its premises. Any losses/damages suffered by the Client due to omission on the part of the Contractor, its staff/employees to abide by this condition shall be the sole liability of the Contractor and it may result in termination of the Agreement by the Client at its sole discretion.

8. Penalty

- 8.1 If the Contractor fails to deliver and update license within due time mentioned as per clause 3 , then a penalty of 01% per week of the total value of work Order will be charged up to a maximum of six (06) weeks (Days more than four (04) will be considered as one week). Thereafter, Contract Shall stand cancelled and Performance Guarantee will be forfeited in favor of the Client along with initiation of blacklisting procedure as per Rule 19 of PPRA Rules, 2004.
- 8.2 If the Contractor fails to provide warranty / support as per certificate provided as per Annex-B (clause 3) of the bidding document, then a penalty @ 01% of the contract value will be charged per week up to maximum of four (04) weeks (Days more than four (04) will be considered as one week) thereafter Performance Guarantee may be forfeited in favor of the Client, and contract may be terminated together with initiation of blacklisting process as per PP rules, 2004
- 8.3 In case of non-satisfactory performance by the Contractor during the warranty period, Client reserves the right to forfeit the Performance Guarantee /Bid Security.
- 8.4 The penalty amount will be adjusted at the time of final payment or deducted from Performance Guarantee whichever applicable.

9. Confidentiality

The Contractor its/his staff, workers, employees, personnel, agents or any other person acting for him and/or on his behalf shall hold in confidence and complete confidentiality and all documents and other information supplied to the Contractor and his Employees personnel, agents etc. by or behalf of the Client or which otherwise came/come into its/his/their knowledge and relates to the Client or any of its project.

10. Indemnification

The Contractor shall indemnify and hold harmless the Client, its Chairman, , Member Offices, Employees and other Personnel against any and all claims, damages, liabilities, losses, and expenses, whether direct or indirect, or personal injury or death to persons or damage to property arising out of (i) any negligence or intentional act or omission by the Contractor or his employees, personal , agents, etc. in connection with the Agreement, or (ii) arising out of or in connection with the performance of his obligations under this Agreement.

11. Resolution of Disputes

- 11.1 All disputes arising under this Agreement, whether during the term of this Agreement or after the termination or expiry of this Agreement shall be referred to (i) Purchase Committee-I (PC-I) of the Client for amicable settlement /resolution of the dispute at first stage. (ii) In case of failure in settlement, at the second stage the case will be referred to the Authority of the



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Client through Director (ICT). The decision of the Authority to settle the issue amicably will be final and will not be challenged at any forum including court of Law. (iii) In the event of failure of amicable settlement of dispute as above, either party may refer the dispute to Arbitration under the provision of Arbitration Act, 1940 and the rules issued thereunder, at Islamabad, Pakistan.

12. Force Majeure Event

- 12.1 Neither Party shall be held responsible for any loss or damage or failure to perform all or any of its obligations hereunder resulting from a Force Majeure event.
- 12.2 For the purpose of this Agreement a "Force Majeure Event" shall mean any cause(s) which render(s) a Party wholly or partly unable to perform its obligations under this Agreement and which are neither reasonably within the control of such Party nor the result of the fault or negligence of such Party, and which occur despite all reasonable attempts to avoid, mitigate or remedy, and shall include acts of God, war, riots, civil insurrections, cyclones, hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, epidemics or plagues, acts or campaigns of terrorism or sabotage, blockades or acts of Governmental Authority after the date of this Agreement.
- 12.3 The Party initially affected by a Force Majeure shall promptly but not later than seven (07) days following the Force Majeure event notify the other of the estimated extent and duration of its inability to perform or delay in performing its obligations ("Force Majeure Notification"). Failure to notify within the afore-said period shall disentitle the Party suffering the Force Majeure from being excused for non-performance for the period for which the delay in notification persists.
- 12.4 Upon cessation of the effects of the Force Majeure the Party initially affected by a Force Majeure shall promptly notify the other of such cessation.

13. Governing Law

The provisions of this Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the prevailing laws of Pakistan.

14. Waiver

A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

15. Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.


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16. Amendment

All addition amendments and variations to this agreement shall be binding only if in writing and signed by the Parties or their duly authorized representatives.

17. INTEGRITY PACT

INTEGRITY PACT DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE CONTRACTORS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

[Name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Contractor] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Contractor] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Contractor]



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as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

18. Assignment

This Agreement may not be assigned by either party to other than by mutual agreement between the Parties in writing.

IN WITNESS WHEREOF, the parties hereto set their hands the day, month and year first above written.

For and Behalf of Client.

For and on Behalf of Contractor

By: _____

By: _____

Name: _____

Title: _____

Title: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Witnesses

1. _____

2. _____

Name: _____

Name: _____

CNIC: _____

CNIC: _____


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