



# **BIDDING DOCUMENTS**

**FOR**

## **PROCUREMENT FOR RENEWAL OF FORTINET FIREWALL 1500/900D DEVICE LICENSES**



**Pakistan Kidney & Liver Institute and Research Center**

**December, 2020**



## Table of Contents

1. INVITATION TO BID.....	5
2. TENDER SPECIFIC INSTRUCTION FOR BIDDERS.....	6
3. INSTRUCTIONS TO BIDDERS .....	8
3.1 INTRODUCTION.....	8
3.2 Scope.....	8
3.3 Eligible Bidder.....	8
3.4 Cost of Bidding .....	9
3.5 Joint Ventures.....	9
3.6 Assurance.....	9
4. TERMS AND CONDITIONS OF THE TENDER.....	10
4.1 Definitions.....	10
5. HEADINGS AND TITLES.....	11
6. NOTICES.....	11
7. TENDER SCOPE .....	12
8. TENDER ELIGIBILITY AND QUALIFICATION CRITERIA.....	12
9. TENDER COST.....	13
10. EXAMINATION OF THE BIDDING DOCUMENTS.....	13
11. CLARIFICATION OF THE BIDDING DOCUMENTS.....	13
12. AMENDMENTS OF THE BIDDING DOCUMENTS.....	14
13. PREPARATION / SUBMISSION OF PROPOSAL/TENDER .....	14
14. TENDER PRICE.....	16
15. BID SECURITY (EARNST MONEY).....	16
16. TENDER VALIDITY .....	17
17. MODIFICATION / WITHDRAWAL OF THE TENDER.....	17
18. OPENING OF THE TENDER/BID .....	17
19. CLARIFICATION OF THE TENDER.....	18
20. DETERMINATION OF RESPONSIVENESS OF THE BID/TENDER .....	18
21. CORRECTION OF ERROR / AMENDMENT OF TENDER .....	19
22. TECHNICAL AND FINANCIAL EVALUATION OF PROPOSAL .....	19
23. REJECTION / ACCEPTANCE OF THE BID .....	20
24. AWARD CTITERIA .....	21
25. ACCEPTANCE OF BID AND AWARD .....	22
26. PROCURING AGENCY’S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD	22



27.	SIGNINIG OF CONTRACT/AWARD OF CONTRACT .....	22
28.	PERFORMANCE SECURITY .....	22
29.	REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY .....	23
	APPENDIX A.....	23
	ANNEXURE-A .....	24
	TECHNICAL SPECIFICATIONS OF EACH EQUIPMENT .....	<b>Error! Bookmark not defined.</b>
	ANNEXURE-B .....	26
	ANNEXURE-C .....	27
	ANNEXURE-D .....	28
	ANNEXURE-E .....	30
	ANNEXURE-F.....	31
	ANNEXURE-G .....	32
	ANNEXURE-H .....	33
	ANNEXURE-I.....	34
	AGREEMENT .....	36

PKLI



***Important Note:***

***The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications and charts/drawings. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.***

***In case of any conflict of instructions/provisions herein with the Punjab Procurement Laws and Rules, 2014 (“the Rules”), the Rules shall prevail.***

***Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.***

***Applicability of Punjab Procurement Rules, 2014***

***This Bidding Process will be governed under Punjab Procurement Act 2009, amended Act and Punjab Procurement rules 2014, amended rules 2014, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project.***



## 1. INVITATION TO BID

**Invitation to Bid  
For  
PROCUREMENT FOR RENEWAL OF 1500/900D FORTICARE FIREWALL LICENSES.  
Ref: - Pro/082/2020**

Sealed Bids are invited from well reputed Firms / Sole Proprietor / companies having NTN & STRN for “**Procurement for renewal of 1500/900D Forticare firewall license**”

Interested eligible bidders may get the Bidding Documents from PKLI website <https://pkli.org.pk/tenders/> with detailed specifications. A tender notice is also available for information and can be downloaded from the websites of [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk) and [www.pkli.org.pk](http://www.pkli.org.pk).

**For participation**, Original receipt of tender deposit fee of Rs. 1,000/- (non-refundable) under Account head “**Pakistan kidney and liver institute and research center**” Faisal bank saving Account No:**3032307900077862** to be submitted with Technical Proposal.

The **Single Stage Two Envelope** bidding procedure shall be applied. Bids must be delivered to the address below at or before **0300 Hours, DECEMBER 29, 2020**. Late bids shall be rejected. The bids shall be opened on the same date at **0330 Hours** in the presence of the Bidders’ representatives who choose to attend at the address below. All Bids must be accompanied by a Bid Security **PKR 210,000/- @ 3% of estimated cost** in the form of CDR/Bank Guarantee/Demand Draft/Pay Order in favor of Pakistan Kidney and Liver Institute and Research Center. Original bid security to be attached with the Financial proposal, without this, the offer shall be rejected being non-responsive. Whereas photocopy of CDR/Demand Draft/Pay Order must be attached with the technical bid.

PKLI will not be responsible for any cost or expense incurred by Bidders about the preparation or delivery of Bids. A pre-bid meeting will be held on December 16, 2020 in conference room, PKLI at 1130 Hours.

In case the date of opening or last date of sale is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to be the date of sale and submission and opening of tenders accordingly. The time and venue shall remain the same.

Note: All assessments and procuring procedure i.e. receiving, opening, and awarding etc. shall be governed by the Punjab Procurement Rules-2014. In case of any conflict between Bidding Documents and PPRA Rules 2014, the rules shall prevail.

**Head of Procurement**

Pakistan Kidney & Liver Institute and Research Center,  
One PKLI Avenue, Opposite DHA Phase-6, Knowledge City, Lahore.  
Tel: 92-42-111-117-554, Ext: 3728, Email : shahid.iqbal1@pkli.org.pk



## 2. TENDER SPECIFIC INSTRUCTION FOR BIDDERS

### 1. Procedure for Selection of Contractor/Bidder

As per Rule 12(1) (2), this Tender is being published in newspaper and placed online at PPRA's website. According to Rule 38 Single Stage two Envelope bidding procedure shall be used for **“PROCUREMENT FOR RENEWAL OF Fortinet Firewall 1500/900D Device licenses”**.

**Single Stage: Two Envelope Bidding Procedure**, Single stage single envelope bidding procedure shall be used for procurement of such goods where the bids are to be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be:

- (i) *the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;*
- (ii) *the envelopes shall be marked as “Financial Proposal” and “Technical Proposal”;*
- (iii) *in the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the procuring agency;*
- (iv) *The procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;*
- (v) *during the technical evaluation, no amendments in the technical proposal shall be permitted;*
- (vi) *after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publicly at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;*
- (vii) *the financial bids found technically nonresponsive shall be returned unopened to the respective bidders; and (viii) the lowest evaluated bidder shall be awarded the contract;*

### 2. Bid Security

Each bidder will submit Bid Security of PKR 210,0000 (3% of estimated cost) along with the bid in the form of CDR/Bank Guarantee/ Demand Draft/ Pay Order.

### 3. Filling of Price Schedule



4. A Bidder, if he so chooses, can bid for selective items from the list of goods provided in the Schedule of Requirements/scope of work. A Bidder is also at a liberty to bid for all the items mentioned in the Schedule of Requirements/scope of work. However, Bidders cannot bid for partial quantities of an item mentioned in Schedule of Requirements/scope of work. **THE BID MUST BE FOR THE TOTAL QUANTITY OF AN ITEM REQUIRED IN THE SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATION.**

#### **5. Evaluation of Bids**

Bids will be evaluated on COMPOSITE RATE BASIS. The procuring agency shall pay the annual amount to the successful contractor.

#### **6. Payments**

Payments will be made against delivered Services/Items only. The payment will be made within 30 days after invoice submission as per rule 62, PPRA 2014.

#### **7. Sign and Stamp**

Bidder is required to stamp every page of the bid document along with signature at the required pages and submit along with the bid.



### 3. INSTRUCTIONS TO BIDDERS

#### 3.1 INTRODUCTION

#### 3.2 Scope

The Client wishes to receive Bids for “**Procurement for Renewal of Fortinet Firewall 1500/900D licenses**” as specified in Technical Specifications attached hereto (hereinafter referred to as “the firewall Services”). Successful bidder shall be an independent firewall Service Provider liable and able to provide all the Equipment/Services including transportation of the material to the head office and sites. All arrangements will be the responsibility of the successful bidder.

**3.2.1** The bid is to be completed and submitted to the Client in accordance with these instructions to Bidders and relevant rules/regulations.

**3.2.2** The bidder shall submit bid which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document **Clause regarding “Determination of Responsiveness of Bid” and “Rejection / Acceptance of the Tender”** for making their bids substantially responsive to the requirements of the Bidding Document. It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract / Letter of Acceptance awarded under this Bid Process will be entertained by the Client. Neither any time schedule, nor financial adjustments arising thereof shall be permitted because failure by the Bidder. The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the contract and price/cost quoted in the Bid to cover all obligations under this Bid Process. It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Client will be permitted throughout the period of completion of the contract. The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Client.

#### 3.3 Eligible Bidder

**3.3.1** This Invitation to Bid is open for authorized distributor/ authorized partner (Silver, Gold) /authorized reseller of foreign principal presenting in Pakistan for concluding the Contract for supply of **Fortinet Firewall 1500D Device licenses** more specifically described in Schedule of Requirements & Technical Specifications.

**3.3.2** The Sole Agent/Importer must possess valid authorization from the Manufacturer and shall have to submit a copy of Memorandum of Association/Partnership deed registered with the Registrar of Firms and Security Exchange Commission of Pakistan as the case may be. However, in case of Manufacturer, they should have a documentary





proof, to the effect that they are the original Manufacturer of the required specifications of Goods.

- 3.3.3 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are NOT ELIGIBLE.

### 3.4 Cost of Bidding

The bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Client will not be responsible or liable for those costs.

### 3.5 Joint Ventures

Bids submitted by a joint venture of two or more companies or firms shall comply with the following requirements:

- a) The Bid, and in case of successful Bid, the Contract form, the contract shall be awarded to JV and signed by all the JV partners so as to be legally binding on all the partners;
- b) One of the partners shall be authorized to be in charge; and this authority shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the JV partners;
- c) The partner in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture;
- d) All JV partners of the joint venture shall be liable jointly and severally for execution of the Contract in accordance with the Contract terms, and a relevant
- e) statement to this effect shall be included in the authorization mentioned under (b) above, as well as in the Bid Form and the Form of Agreement (in case of a successful Bid); and
- f) A copy of the legally binding registered JV agreement entered into the joint venture must be provided by the joint venture partners and shall be submitted with the Bid. Failure to submit a valid JV Agreement along with the bid shall be the reason of disqualification.

### 3.6 Assurance

The successful bidder will be required to provide satisfactory assurance of its ability and intention to provide the requisite Services, within the time as mutually agreed in the agreement.



## 4. TERMS AND CONDITIONS OF THE TENDER

### 4.1 Definitions

In this document, unless there is anything repugnant in the subject or context:

- A. "Authorized Representative" means any representative appointed, from time to time, by the Client, the Procuring Agency or the Contractor.
- B. "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.
- C. "Client" means the Project lead of technical wing of the Procuring Agency for whose' particular project the Goods/Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.
- D. "Bidder/Contractor" means the interested Firm/ Company/ Supplier/ Distributors that may provide or provides related Equipment/Services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
- E. "Commencement Date of the Contract" means the effective date of signing of the Contract between the Procuring Agency/Procuring Agency and the Contractor.
- F. "Contract" means the agreement entered into between the Procuring Agency and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- G. "Contractor / Vendor" means the Contractor whose bid has been accepted and awarded Letter of Acceptance followed by the signing of Contract.
- H. "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations
- I. "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Goods or Services in question.
- J. "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract. 3.12 "Day" means calendar day.



- K. "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, any defects and damages in Goods and Services provided under the Contract.
- L. "Force majeure shall mean any event, act or other circumstances not being an event, act or circumstances under the control of the Procuring Agency or of the contractor. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure.
- M. "Goods" means IT service or other materials which the Contractor is required to supply to the Procuring Agency under the Contract.
- N. "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- O. "Prescribed" means prescribed in the Bidding Document.
- P. "Procuring Agency or Client" means the Pakistan Kidney and Liver Institute & Research Center or any other person for the time being or from time to time duly appointed in writing by the Procuring Agency to act as Procuring Agency for the purposes of the Contract.
- Q. "Origin" shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.

## 5. HEADINGS AND TITLES

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

## 6. NOTICES

6.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Procuring Agency and the Client, the same shall be:

6.1.1 in writing;

6.1.2 issued within reasonable time;



- 6.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
- 6.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

## 7. TENDER SCOPE

Pakistan Kidney and Liver Institute and Research Centre (hereinafter referred to as "the Procuring Agency") invites / requests Bids (hereinafter referred to as "the Tenders") for **Procurement for Renewal of Forti care Firewall 1500/900D licenses** (hereinafter referred to as "IT Services"). Contractor will be responsible for delivering IT services available to the Procuring Agency, installation and deployment of all required facilities/ services or related items and maintenance of the same till the validity of warranty.

The detailed Scope of Work available at Annex-A.

## 8. TENDER ELIGIBILITY AND QUALIFICATION CRITERIA

8.1 Eligible Bidder/Contractor is a Bidder/Contractor who:

- 8.1.1 has a registered incorporated company/firm in Pakistan with relevant business experience of least five (5) year as;
- 8.1.2 Must provide Authorized Distribution Certificate | Reseller | Partnership Certificate of designed principle.
- 8.1.3 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies/firms which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);
- 8.1.4 has valid Registration of General Sales Tax (GST) & National Tax Number (NTN);
- 8.1.5 has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking on legal stamp paper is mandatory), failing which will cause rejection of the bid;
- 8.1.6 has the required relevant qualified personnel and enough strength to fulfil the requirement of assignment;
- 8.1.7 Conforms to the clause of "Responsiveness of Bid" given herein this tender document.



8.1.8 Goods and Services can only be supplied / sourced / routed from “origin” in “eligible” member countries.

- a) “Eligible” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
- b) "Origin" shall be considered to be the place where the Goods are produced or from which the Services are provided. 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.

The Detailed Technical Evaluation Criteria is attached at Appendix-A.

**Note: Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification.**

## 9. TENDER COST

The Contractor/ Bidder shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Procuring Agency or Client shall in no case be responsible / liable for those costs / expenses.

## 10. EXAMINATION OF THE BIDDING DOCUMENTS

The Contractor/ Bidder is expected to examine the Bidding Document, including all instructions and terms and conditions.

## 11. CLARIFICATION OF THE BIDDING DOCUMENTS

The Contractor/ Bidder may require further information or clarification of the Bidding Document, within five (5) calendar days of issuance of Bidding/Tender in writing. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later than three **(03) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids**. The clarification and its replies will be shared with all prospective bidders. Bidders should note that during the period from the receipt of the bid and until further notice from the Procurement Department given herein this document, all queries should be communicated via the Procurement Department and in writing (e.g. e-mail & letter) only. In the case of an urgent situation where the Procurement Department cannot be contacted, the bidder may alternatively direct their enquiries through the Head of Procurement.



## **HEAD OF PROCUREMENT**

Pakistan Kidney & Liver Institute and Research Centre  
DHA Phase – 6, Lahore -Pakistan  
Email: [procurement@pkli.org.pk](mailto:procurement@pkli.org.pk)

Any query related to Scope of Work, Technical Specifications or any other should also be routed through the Office of Head of Procurement.

### **12. AMENDMENTS OF THE BIDDING DOCUMENTS**

- 12.1 The Procuring Agency/Client may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Bidding Document, on any account, for any reason. All amendment(s) shall be part of the Bidding Document and binding on the Bidder(s).
- 12.2 The Procuring Agency/Client shall notify the amendment(s) in writing to the prospective Contractors/Bidders as per Punjab Procurement Rules, 2014.
- 12.3 The Procuring Agency/Client may, at its exclusive discretion, amend the Bidding Documents to extend the deadline for the submission of the Tender as per Rule-25(4) of Punjab Procurement Rules, 2014.

### **13. PREPARATION / SUBMISSION OF PROPOSAL/TENDER**

- 13.1 The Contractor/bidder must bid for complete scope.
- 13.2 The Tender and all documents relating to the Tender, exchanged between the Contractor and the Procuring Agency, shall be in English. Any printed literature furnished by the Contractor in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender
- 13.3 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the contractor or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.
- 13.4 The Tender shall consist of proposals in One set i.e. the original. In the event of any discrepancy between the original and the duplicate, the original shall govern.
- 13.5 Proposal shall comprise the following:
  - 13.5.1 Proposal Form



- 13.5.2 Undertaking (All terms & conditions and qualifications listed anywhere in this bidding/tender document has been satisfactorily vetted) and Affidavit (Integrity Pact)
- 13.5.3 Covering letter duly signed and stamped by authorized representative
- 13.5.4 Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan
- 13.5.5 Evidence of eligibility of the Bidder/Contractor and the Services
- 13.5.6 Evidence of conformity of the Technical Compliance of Equipment/ Services to the Bidding/Tender Document
- 13.5.7 List of firm's major clientele
- 13.5.8 Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
- 13.5.9 Valid Registration Certificate for Income Tax & Sales Tax
- 13.5.10 Power of Attorney, if an authorized representative is appointed
- 13.5.11 Price Schedule
- 13.5.12 Bid Security as per provisions of the clause Bid Security of this document.
- 13.6 The Bidder/Contractor shall seal the Original Proposal in an envelope duly marked as under:
  - Original Tender for .....**
  - Tender Name. [Name of Tender]**
  - Tender No. ....**
  - [Name of the Client/Procuring Agency]**
  - [Address of the Client/Procuring Agency]**
  - [Name of the Bidder/Contractor]**
  - [Address of the Bidder/Contractor]**
  - [Phone No. of the Bidder/Contractor]**
- 13.7 The Bidder/Contractor shall enclose soft copies of the Technical Proposal, including all Forms, Annexes, Schedules, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.





- 13.8 The Bidder/Tender shall be dropped at the Reception or in the prescribed Tender Box placed at the Reception of the Client/Procuring Agency's office, during office hours, up to due date and time.
- 13.9 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the bidder/Contractor.

#### **14. TENDER PRICE**

- 14.1 The quoted price shall be:
- 14.1.1 in Pak Rupees;
  - 14.1.2 Inclusive of all applicable taxes, duties, levies, insurance, freight, etc. applicable under the Laws of Punjab as well as Pakistan;
  - 14.1.3 Best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
  - 14.1.4 Including all charges up to the delivery point at Head Office or Site (s) Designated by PKLI & RC in Punjab (if required).
- 14.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- 14.3 Where no prices are entered against any item(s), the price of that item shall be deemed be free of charge, and no separate payment shall be made for that item(s).

#### **15. BID SECURITY (EARNST MONEY)**

- 15.1 The Contractor shall furnish the Bid Security (Earnest Money) as under:
- 15.1.1 for an amount equivalent to PKR 210,000/-.(3% of estimated cost)
  - 15.1.2 Denominated in Pak Rupees;
  - 15.1.3 as part of financial bid envelope, failing which will cause rejection of bid.
  - 15.1.4 in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Procuring Agency;
  - 15.1.5 Have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
- 15.2 The Bid Security shall be forfeited by the Procuring Agency, on the occurrence of any / all of the following conditions:





- 15.2.1 If the Contractor/Bidders withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
  - 15.2.2 If the Contractor/Bidders does not accept the corrections of his Total Tender Price; or
  - 15.2.3 If the Contractor/Bidders, having been notified of the acceptance of the Tender by the Procuring Agency during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Bidding Document.
- 15.3 The Bid security shall be returned to the technically unsuccessful Contractor/Bidders with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Contractor upon furnishing of the Performance Security.

## 16. TENDER VALIDITY

The Bidder/Tender shall have a minimum validity period of 120 days from the last date for submission of the Tender. The Procuring Agency/Client may solicit the Bidder/Contractor's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Contractor agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Contractor may refuse extension of validity period of the Tender, without forfeiting the Bid security.

## 17. MODIFICATION / WITHDRAWAL OF THE TENDER

- 17.1 The Bidder/Contractor may, by written notice served on the Procuring Agency, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 17.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

## 18. OPENING OF THE TENDER/BID

- 18.1 **Tenders shall be opened at 03:30 hours on the last date of submission of bids i.e. December 29, 2020**, in the presence of the Contractor(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014. In case the last date of bid submission falls in / within the official holidays / weekends of the Procuring Agency, the last date for submission of the bids shall be the next working day. **The proposal will be returned if received after 03:00 hours on December 29, 2020.**



- 18.2 The Contractor's name, modifications, withdrawal, security, attendance of the Contractor and such other details as the Procuring Agency may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 18.3 No Contractor or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

## **19. CLARIFICATION OF THE TENDER**

The Client/Procuring Agency shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder/Contractor(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the client/Procuring Agency.

## **20. DETERMINATION OF RESPONSIVENESS OF THE BID/TENDER**

- 20.1 The Client/Procuring Agency shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
- 20.1.1 meets the eligibility criteria given herein this bidding document for the Equipment/Goods/Works/Services;
  - 20.1.2 meets the Technical Specifications for the IT Equipment/ Goods/ Services;
  - 20.1.3 meets the delivery period / point for the IT Equipment/ Goods/ Services;
  - 20.1.4 in compliance with the rate and limit of liquidated damages;
  - 20.1.5 Offers fixed price quotations for the IT Equipment/ Goods/ Services;
  - 20.1.6 whereby no optional offer / bid or price is allowed;
  - 20.1.7 Is accompanied by the required Bid Security as part of financial bid envelope;
  - 20.1.8 compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;
  - 20.1.9 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 20.2 A material deviation or reservation is one which affects the scope, quality or performance of the Equipment/Goods/Works/Services or limits the Procuring Agency's rights or the Contractor's obligations under the Contract.



- 20.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Contractor by correction or withdrawal of the material deviation or reservation.

## **21. CORRECTION OF ERROR / AMENDMENT OF TENDER**

- 21.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
- 21.1.1 If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.
  - 21.1.2 If there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
  - 21.1.3 If there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- 21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Contractor.
- 21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 21.4 No credit shall be given for offering delivery period earlier than the specified period.

## **22. TECHNICAL AND FINANCIAL EVALUATION OF PROPOSAL**

- 22.1 The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing.

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / support services will be rejected.

- 22.2 The Eligible/Technically Qualified Bidders alone will be considered for further evaluation.

The detailed evaluation criteria is mentioned below at Appendix-A.



**Note: Verifiable documentary proof for all above requirements is mandatory.**

- 22.3 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Procuring Agency, the contractor shall be bound to adjust the same in the Financial Proposal.
- 22.3.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
- 22.3.2 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;
- 22.3.3 In evaluation of the price of articles/goods/services which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.
- 22.4 The Client/Procuring Agency will not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Gov. at any time during execution/evaluation period will be dealt with mutual consent.

### **23. REJECTION / ACCEPTANCE OF THE BID**

- 23.1 The Client/Procuring Agency shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions at the time of order placement. The Procuring Agency may cancel/reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Procuring Agency shall upon request, communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Procuring Agency shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014).
- 23.2 The Bidder/Tender shall be rejected if it is:
- 23.2.1 Substantially non-responsive in a manner prescribed in this tender document clause-20; or
- 23.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or



- 23.2.3 Incomplete, partial, conditional, alternative, late; or
- 23.2.4 Relevant bid security is not submitted;
- 23.2.5 Subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- 23.2.6 The Contractor refuses to accept the corrected Total Tender Price; or
- 23.2.7 The Contractor has conflict of interest with the Procuring Agency; or
- 23.2.8 The Contractor tries to influence the Tender evaluation / Contract award; or
- 23.2.9 The Contractor engages in corrupt or fraudulent practices in competing for the Contract award;
- 23.2.10 the Contractor fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7 and Appendix A);
- 23.2.11 the Contractor fails to meet the evaluation criteria requirements (clause-22 and Appendix A);
- 23.2.12 the Contractor has been blacklisted by any public or private sector organization;
- 23.2.13 the Contractor has been served any legal notices or displeasure letters by any public-sector organization on serious failures to provide satisfactory Equipment/Goods/Works/Services;
- 23.2.14 The Contractor has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- 23.2.15 There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 23.2.16 The Contractor submits any financial conditions as part of its bid which are not in conformity with tender document.
- 23.2.17 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- 23.2.18 If the rates quoted by vender are not workable or on higher side etc.

## **24. AWARD CTITERIA**

The eligible bidder(s)/Contractor(s) as per clause-7 and Appendix A (Tender Eligibility and Evaluation Criteria) of this Bidding Document fulfilling the



qualification and technical evaluation criteria will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities.

## **25. ACCEPTANCE OF BID AND AWARD**

The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in the Bidding Documents and having the lowest evaluated bid, if not in conflict with any other applicable laws, rules, regulations or policy of the Punjab Government, shall be awarded the Contract, within the original or extended period of bid validity.

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Procuring Agency shall issue the Acceptance of Bid to the successful Contractor, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of PPRA Rules, 2014), which shall constitute a contract, until execution of the formal Contract.

## **26. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD**

The Procuring Agency reserves the right at the time of award of Contract to increase or decrease, the quantity of goods originally specified in, Schedule of Requirements & Technical Specifications without any change in unit price and other terms & conditions as per PPRA 2014.

## **27. SIGNING OF CONTRACT/AWARD OF CONTRACT**

- 27.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that its bid has been accepted as per Clause 29 of the Bidding Documents.
- 27.2 After receipt of Performance Security, the Procuring Agency will sign the Contract after fulfillment of all prescribed legal & codal formalities. Subsequently, the Procuring Agency will issue purchase order / Contract to successful bidders strictly in accordance with the Contract after fulfillment of all prescribed legal & codal formalities.
- 27.3 The enforcement of the Contract shall be governed by Rule 63 of Punjab Procurement Rules-2014.
- 27.4 The Contract is to be made on Judicial Paper under section 22(A) of schedule 1 of Stamp Duty Act 1899.

## **28. PERFORMANCE SECURITY**





- 28.1 The successful Contractor/The Contractor shall furnish Performance Security as under:
- 28.1.1 within twenty-eight (28) days of the receipt of the Acceptance Letter from the Client/Procuring Agency;
  - 28.1.2 in the form of irrevocable Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Bidding/Tender Document;
  - 28.1.3 for a sum equivalent to 5% of the contract value;
  - 28.1.4 denominated in Pak Rupees;
  - 28.1.5 have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.
- 28.2 The Performance Security shall be payable to the Client/Procuring Agency, on occurrence of any / all of the following conditions:
- 28.2.1 If the Contractor commits a default under the Contract;
  - 28.2.2 If the Contractor fails to fulfill the obligations under the Contract;
  - 28.2.3 If the Contractor violates any of the terms and conditions of the Contract.
- 28.3 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Contractor within thirty working days after the expiry of its validity on written request from the Contractor.
- 28.4 In case the Contractor fails to furnish Performance security in the shape of bank guarantee within the stipulated period given under Letter of Acceptance and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor.

## **29. REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY**

- 29.1 The Client/Procuring Agency has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.



**The Following Requirements are mandatory for evaluation of the technical proposals.**

Sr. #	Qualification Requirements / Knock Down Criteria		Checklist
1	Certificate of Company/Firm Registration/Sole Proprietor Incorporation under the laws of Pakistan	M	
2	Authorized distributor / authorized reseller / authorized partner (please attach certificate)	M	
3	Provide proof of clients using <b>same firewall brand</b> supplied by respective bidder.(purchase orders to be attached as proof)	M	
4	Relevant Business should be active for at least 2 years	M	
5	Proof of Sales Tax Registration, NTN Certificate (Status = Active with FBR)	M	
6	Undertaking on legal stamp paper (Rs 100) that the firm is not blacklisted and involved in litigation with Government (Affidavit duly attested by the Oath Commissioner/Notary Public)	M	
<b>M = Mandatory</b>			
<b>All mandatory documents MUST be submitted with the Bid. Failure to fulfill any of the above condition will disqualify the bidder from the bidding process. Submission of all documents mentioned above are mandatory at the time of the tender submission. No document will be accepted on later stage.</b>			

**SPECIAL NOTE:**

**The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected.**





## TECHNICAL SPECIFICATIONS/ SCOPE OF WORK

Scope of work / BOQ			
Sr#	Description	Quantity	Time Period
1	Fortinet Firewall 1500D (UTP) license renewal	1	The License renewal will be required for 1 year. Time will start from issuance date of LOI / purchase order.
2	Fortinet Firewall 900D (UTP) license renewal	2	The License renewal will be required for 1 year. Time will start from issuance date of LOI / purchase order.

### 1. Note:

2. The license should support Forti care ( hardware version, firmware, application control signature, IPS, antivirus, mobile malware, industrial DB, Web filtering, fort iCloud.)
3. The Contractor will be responsible for complete deployment, installation, testing and commissioning at site (s).
4. The Renewal of Licenses will be required within next 15 days after receipt of Letter of Award.



## ANNEXURE-B

### Proposal Submission Form

#### Head of Procurement

Pakistan Kidney & Liver Institute and Research Centre  
DHA Phase – 6 , Lahore Pakistan.

**Subject: PROCUREMENT FOR RENEWAL OF FORTINET FIREWALL 1500/900D LICENSES.**

Dear Sir,

- A. Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per Price Schedule.
- B. We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- C. We agree to abide by this proposal for the period of 120 days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- D. We agree to execute a contract in the form to be communicated by the PKLI incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- E. We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

**Authorized Signatures with Official Seal**



## ANNEXURE-C

### Financial Proposal Submission Form

[Location, Date]

To \_(Name and address of Client / Procuring Agency)\_

Dear Sir,

We, the undersigned, offer to provide the \_(Insert title of assignment)\_ in accordance with your Bidding Documents No. \_\_\_\_\_ dated \_(insert date)\_. Our attached Proposal is for the sum of \_(insert amount in words and figures)\_. This amount is inclusive of all taxes.

Our Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in \_\_\_\_\_ of the Bidding Documents.

We also declare that the Government of Pakistan / Punjab has not declared us blacklisted on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Bidding Document.

We understand you are not bound to accept any Bidding Documents you receive.

We remain,

Yours sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address



**ANNEXURE-D**  
**Price Schedule/ Financial Cost Sheet**

Sr #	EQUIPMENT	Quantity	Brand/ Model	Unit price with out GST	Total Amount
1	Fortinet Firewall 1500D Device Licenses RENEWAL	1			
2	Fortinet Firewall 900D Device Licenses RENEWAL	2			



Quoted License price should be quoted exclusive of GST Taxes. The applicable taxes should be mentioned separately.

**Note:**

- a) **PKLI is GST exempted as per General Sales Tax (u/S 52 & 52-A of sixth schedule of Sales Tax Act 1990).**
- b) Evaluation shall be done on composite rate as per the specifications.
- c) No other charges would be payable by the PKLI.
- d) Overwriting, cutting, use of fluid etc., are not allowed which may lead to cancelation of bid offered.
- e) Incomplete or semi filled bid shall be treated as Non-Responsive.

Stamp & Signature of Bidder \_\_\_\_\_

PKLI



## ANNEXURE-E

### POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Procuring Agency) including signing and submission of all documents and providing information/responses to (name of the Procuring Agency) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

this \_\_\_\_\_ day of \_\_\_\_\_ 2020.  
For \_\_\_\_\_

(Signature)  
(Name, Designation and Address)

Accepted

(Signature)  
(Name, Title and Address of the Attorney)  
Date:



## ANNEXURE-F

### UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

Signature (Company Seal) \_\_\_\_\_

In the capacity of Duly authorized to sign bids for and on behalf of

PKLI



## ANNEXURE-G

(To be submitted on legal stamp paper)

### AFFIDAVIT

#### (Integrity Pact)

We \_ (Name of the bidder / supplier) \_ being the first duly sworn on oath submit, that Mr. / Ms. \_\_\_\_\_ (if participating through agent / representative) is the agent / representative duly authorized by \_(Name of the bidder company)\_ hereinafter called the Contractor to submit the attached bid to the \_(Name of the Procuring Agency)\_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the \_(Name of the Procuring Agency)\_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

[The Seller/Supplier/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 the Procuring Agency and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty / support. [The Seller/Supplier/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty / support.

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 the Procuring Agency under any law, contract or other instrument, be voidable at the option of the Procuring Agency.

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

\_\_\_\_\_ Signature & Stamp

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_





## ANNEXURE-H

### BID SECURITY FORM

**WHEREAS** [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Tender Name \_\_\_\_\_, Tender No. \_\_\_\_\_, (hereinafter called "the Tender") to the [Name and Address of the Procuring Agency] (hereinafter called "the Procuring Agency") for the Total Tender Price of PKR (in figures \_\_\_\_\_) (in \_\_\_\_\_ words \_\_\_\_\_).

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE, the Guarantor hereby affirms to bind himself, his successors and his assigns to the Procuring Agency, for the sum of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_) and undertakes to pay to the Procuring Agency, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Procuring Agency having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
2. If the Contractor does not accept the corrections of his Total Tender Price; or
3. If the Contractor, having been notified of the acceptance of the Tender by the Procuring Agency during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

Provided that the Procuring Agency shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Procuring Agency shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to \_\_\_\_\_ or until furnishing of the Performance Security, whichever is later.

Date this \_\_\_\_\_ day of 2020.

#### **GUARANTOR**

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_



## ANNEXURE-I

### PERFORMANCE SECURITY

#### BANK GUARANTEE

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgement Date:

(Must be one month later than the expiry date)

**WHEREAS** [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and render the Services against Tender Name. \_\_\_\_\_, Tender No. \_\_\_\_\_ (hereinafter called "the Contract") for the Contract Value of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within twenty eight (28) days of the receipt of the Acceptance Letter (Letter of Acceptance) from the Procuring Agency, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs. \_\_\_\_\_ (5% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE, the Guarantor hereby affirms to bind himself, his successors and his assigns to the Procuring Agency, for the sum of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_) and undertakes to pay to the Procuring Agency, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Procuring Agency having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

Provided that the Procuring Agency shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Procuring Agency shall reach the Guarantor within thirty working days after the expiry of the Guarantee.



This guarantee shall remain valid up to \_\_\_\_\_ or until expiry of warranties / support period or all obligations have been fulfilled in accordance with the Contract, whichever is later.

Date this \_\_\_\_\_ day of 2020.

**GUARANTOR**

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

PKLI



## **AGREEMENT**

**Contract Title:**

**[Name of Contractor]**

**Dated:**

PKLI



## TABLE OF CONTENTS

- I. Agreement
- II. General Conditions of Contract
  - i. Contract Duration and Effectiveness
  - ii. Contract Documents and Information
  - iii. Contract Language
  - iv. Standards
  - v. Execution Schedule
  - vi. Payment
  - vii. Price
- viii. Contract Amendment
- ix. Extensions in time for performance of obligations under the Contract
- x. Liquidated Damages
- xi. Blacklisting
- xii. Termination for Default
- xiii. Termination for Insolvency
- xiv. Force Majeure
- xv. Arbitration and Resolution of Disputes
- xvi. Applicable Law



This CONTRACT (“Contract”) made as of the ....., 2020 between **Pakistan Kidney and Liver Institute & Research Centre (the “Client”)**, on the one part,

And

**M/s .....** on the other part severally liable to the Client for all the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term **“the Contractor.”**

### **RECITALS**

#### **WHEREAS,**

- (a) The PKLI&RC intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the delivery of the equipment as described in the contract.

The tender for procurement of Fortinet 1500/900D firewall licenses was advertised in national newspapers and PPRA Website as per PPRA Rules 2014. The tender formalities were performed and awarded to lowest evaluated bidder as per evaluation criteria to M/s ..... The tender was awarded after the compliance of PPRA Rules 2014.

- (b) The Contractor is bound to deliver the Fortinet 1500/900D Firewall License as described in Bidding Documents; and
- (c) The Contractor agreed to deliver the Fortinet 1500/900D firewall license on the terms and conditions set forth in this Contract.

**NOW THEREFORE, the Parties to this Contract agree as follows:**



1. The Contractor hereby covenants with the Client to deliver the Fortinet 1500/900D Firewall Licenses therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Client to the Contractor.
  
2. The Client hereby covenants with the Contractor to pay the Contractor, the per item price of each head or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of Fortinet Firewall ..... as per SR #-.....
  
3. The following shall be deemed to form and be read and construed as part of this Contract:
  - a. Letter of Acceptance – Annexure-A
  - b. Work Order/Purchase Order– Annexure-B
  - c. The Bidding Document – Annexure-C
  - d. Bidder’s Proposal – Annexure-D
  - e. Terms and Conditions of the Contract – Annexure-E
  - f. The Technical Specifications/ Terms of Reference– Annexure-F
  - g. Price Schedule/Approved Financial Proposal/Quantity – Annexure-G
  - h. Performance Security – Annexure-H
  - i. Any Standard Clause acceptable for Client
  
4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.



IN WITNESS, whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of Pakistan as of the day, month and year first indicated above.

**FOR PKLI**

Signature:

Name:

Witnessed By:

**WITNESSES**

Signature

Name

CNIC

Designation

**FOR CONTRACTOR**

Signature:

Name:

Witnessed By:

Signature

Name

CNIC

Designation

PKLI





## General Conditions of the Contract

### **i. Contract Duration and Effectiveness**

The duration of contract shall be for one (01) year starting from the letter of acceptance.

The contract is effective from Letter of Acceptance issuance date i.e. ...., 2020.

### **ii. Contract Documents and Information**

The Contractor shall not, without the Client's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications) or information furnished by or on behalf of the Client in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

### **iii. Contract Language**

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Client, shall be in English.

### **iv. Standards or Regulations**

The Fortinet Firewall 1500/900D License under this Contract shall conform to the authoritative latest IT industry standards and approved by relevant body.

### **v. Execution Schedule**

The Contractor shall cover the complete scope and deliver the approved tender quantity after issuance of letter of Intent by the Client.

For further execution of the contract, both parties have dedicated their resource persons for smooth functioning.



- **PKLI & RC**

, Manager ICT, PKLI & RC

- **Contactor**

....., Manager .....

The partial delivery of the contract is permissible under this contract.

**vi. Payment**

- a) The Contractor shall provide all necessary supporting documents along with invoice. The payment will be paid by the Client as per partial or complete delivery of Fortinet firewall 1500/900D
- b) The Contractor shall submit an Application for Payment, to the Client. The Application for Payment shall: be accompanied by such invoices, delivery challans duly signed by site administrator or relevant person of the Client; state the amount claimed which shall be as per agreed rate.
- c) The Client will pay the amount verified within thirty (30) days as per rule PPRA Rules 2014
- d) The Client shall make payment for, the equipment delivered to the Contractor, as per Government policy, in Pak Rupees, through cross cheque.
- e) All payments shall be subject to the deduction of all taxes, duties and levies applicable under the laws of Pakistan.

**vii. Price**

The Contractor shall not charge extra prices for Fortinet firewall 1500D licenses, the provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule or as agreed in the contract.

***One quantity of Fortinet Firewall 1500D Licenses and two quantity of Fortinet firewall 900D as agreed between the parties and their quoted rates one-time rate are as follows.***

The quoted rates include the delivery cost at site, and all other expenses as stated in the bidding documents.



viii. **Contract Amendment**

- a) The Client may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.
- b) The Contractor shall not execute any change until and unless the Client has allowed the said change, by written order served on the Contractor.
- c) The change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- d) No variation in or modification in the Contract shall be made, except by written amendment signed by both the Client and the Contractor.

ix. **Extensions in time for performance of obligations under the Contract**

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Client with a copy to the Client, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Client shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor with a copy to the Client, extend the Contractor's time for performance of its obligations under the Contract.

x. **Liquidated Damages**

If the Contractor fails / delays in performance of any of the obligations, under the Contract violates any of the provisions of the Contract commits breach of any of the terms and conditions of the Contract, the Client may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.067% of the total Contract Price which is attributable to such part of the Services, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Client, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.

**xi. Blacklisting**

If the Contractor fails / delays in performance of any of the obligations, under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Client may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014 and PKLI Procurement Manual.

**xii. Termination for Default**

- a) The Client, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:
  - a. if the contractor fails to deliver any or all milestones of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Client
  - b. if the Contractor fails to perform any other obligation(s) under the Contract.
  - c. if the Contractor, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Client, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.



**xiii. Termination for Insolvency**

The Client may at any time terminate the Contract by giving written notice of one-month time to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Contractor, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

**xiv. Force Majeure**

- a) The Contractor shall not be liable for forfeiture of its Performance Guaranty/Security, or termination/ blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Contractor and not involving the Contractor's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Client in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Client in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of PKLI, constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Client in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.



**xv. Arbitration and Resolution of Disputes**

- a) The Client and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- b) If, after thirty working days, from the commencement of such informal negotiations, the Client and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

**xvi. Applicable Law**

- a) The Contract shall be governed by and interpreted in accordance with the PPRA Rules, 2014 along with other rules/law of Punjab as well as Pakistan.