



GOVERNMENT HOLDINGS (PRIVATE) LIMITED

Invitation to Bid

For

“Renewal of FortiGate (101e) Firewalls Annual Support”



ITB Document No: GHPL/IT/10/04-24

Bid Closing Date: April 29, 2024 at 03:00 PM

Bid Opening Date: April 29, 2024 at 03:30 PM



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GOVERNMENT HOLDINGS (PRIVATE) LIMITED
BID FOR RENEWAL OF FORTIGATE (101E) FIREWALLS ANNUAL SUPPORT

INVITATION TO BID

1. Government Holdings (Private) Limited (hereinafter referred to as 'GHPL' or the 'Company') hereby invites bids for renewal of FortiGate (101e) firewalls annual support at GHPL Office 5th floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad.
2. Single stage one envelope process will be adopted where the bidders are required to submit their bids in accordance with this Bid Document.
3. The bidders may download the tender document from the Company's website i.e. www.ghpl.com.pk and from EPADS i.e. <https://eprocure.gov.pk>.
4. The Bids shall be uploaded in PDF format on EPADS portal i.e. <https://eprocure.gov.pk> and hard copy of the bids must reach on or before **April 29, 2024 ('Closing Date')** at 03:00 pm at GHPL's office, Administration Department. Bids will be opened at 03:30 pm on same day at GHPL's office and bidders' authorized representative(s) will be allowed to attend the bid opening.
5. Bidders are requested to go through "Bid Data Sheet" to acquaint themselves with the details on the bidding process including Company's correspondence details, bid submission deadline, bid opening date, bid validity, deviations, technical and financial bid submission details. Bids to be submitted in accordance with the procedure as set out in the Bid Document.
6. The Bidder must be registered with FBR for the GST and Income tax, if applicable.
7. GHPL reserves the right to accept or reject any bid and to annual the bidding process and reject all the bids as per Public Procurement Regulatory Authority (PPRA) Rule-33.
8. The Bidder must provide the information of its postal address, telephone number, fax number, NTN number, sales tax registration number, email address, and names of the key person(s) in their organization.
9. This letter is not to be construed in any way as an offer of contract. In case of award of contract, this bid may, however, form the basis for a contract between Bidder and GHPL.
10. Bidders are requested to acknowledge receipt of these BID DOCUMENTS by E-mail to procurement@ghpl.com.pk and confirm their intent to bid. This will allow GHPL to send technical clarifications if needed.

Sincerely,

Dy. General Manager (HR & Administration),
Government Holdings (Private) Limited,
E-mail: procurement@ghpl.com.pk



SECTION 1: INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

- 1) **General:** The Company invites sealed bids for renewal of FortiGate (101e) firewalls annual support
- 2) **Eligible Bidders:** Bidders should not be associated, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Company to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods to be purchased under this Bid Documents.
- 3) **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid and GHPL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bid.

B. BID DOCUMENTS

- 4) **Examination of Bid Documents:** The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Bid Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the result of evaluation of its Bid.
- 5) **Clarification of Bid Documents:** A prospective Bidder requiring any clarification of the Bid Documents may notify the Company in writing to procurement@ghpl.com.pk. The response will be made in writing to any request for clarification of the Bid Documents that it receives earlier than one (01) week prior to the deadline for the submission of Bids.
- 6) **Amendments of Bid Documents:** Not later than one week prior to the deadline for Submission of Bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bid Documents. All prospective Bidders that have acknowledged receipt of the Bid Documents will be notified in writing of any amendment(s). In order to afford prospective Bidders reasonable time in which to take the amendment(s) into account in preparing their offers, the Company may, at its discretion, extend the deadline for the Submission of Bids.
- 7) **Bidder Confirmation for Participation in Bidding Process:** Bidder will confirm participation in bidding process by sending confirmation email to Company on the email address procurement@ghpl.com.pk at least one week prior to the deadline for the submission of bids.

C. PREPARATION OF BIDS

- 8) **Language of the Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the Company shall be written in the English language.
- 9) **Documents Comprising the Bid:** The Bid must provide the following documents establishing Bidder's eligibility and qualification:



- **SECTION 2: Bid Data Sheet**
- **SECTION 3: Bid Submission Form**
- **SECTION 4: Technical Compliance Sheet**
- **SECTION 5: Financial Compliance Sheet**
- **Attachments required:**
 - **Annex – A (Organization Information)**
 - **Annex – B (Eligibility Response Check List)**
 - **Annex – C (Technical Evaluation Criteria Sheet)**
 - **Annex – D (Scope of Work and Technical Specifications)**
 - **Annex – E (Integrity Pact)**

10) Bid Currencies/Bid Prices: All prices shall be quoted in Pak Rupees/USD. The bidder shall indicate on the appropriate Price Schedule the unit price (where applicable) and total Bid Price (inclusive & exclusive of all taxes) of the goods and services it proposes to supply under the contract. The bidder may quote in other currencies and for evaluation purposes the rate of exchange shall be the selling rate of State Bank of Pakistan, prevailing on the date of opening of financial bids. It may, however, be clarified that all payments for the goods and services shall be made in Pak Rupees (including all applicable taxes) at exchange rate prevailing on the date of payment.

11) Period of Validity of Bids: Bids shall remain valid for 90 days after the date of bid submission described herein. In exceptional circumstances, GHPL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

D. SUBMISSION OF BIDS

- a. Bidders shall submit the PDF file of the technical & financial bid on EPADS and submit the hard copy of the bid by hand or post at the office of GHPL located at Floor 5th, Petroleum House, Ataturk Avenue, G-5/2, Islamabad not later than 03:00pm PST sharp on April 29, 2024.
- b. For the sake of clarity it may be noted that a single stage one envelope procedure will be adopted. Each bid shall comprise one single envelope containing financial and technical proposal.
- c. Bids shall be properly sealed, signed on each page and prominently labeled **“Renewal of FortiGate (101e) Firewalls Annual Support”** and marked for the attention of the “DGM (HR & Administration)”. Any Bid which does not fulfill the requirements mentioned in the Bid Documents will be considered as non-responsive and will be rejected.
- d. BIDDERS will not be permitted to withdraw or amend/revise their bids after submission to the GHPL.
- e. Technical Bid must be accompanied by a Bid Bond in form of a demand draft/pay order/bank guarantee equivalent to PKR 50,000/- drawn in favor of “Government Holdings (Private) Limited” otherwise bid will be rejected. The Bid Bond of unsuccessful bidder(s) will be returned in thirty (30) days after bid opening date. The Bid Bond of successful bidder will be replaced by performance bond equivalent to 05% of the contract price prior to signing of contract. The successful bidder will require to submit the performance bond within ten (10) working days after intimation by GHPL to the successful bidder, failing which, the Company shall have the right to



announce the second lowest bidder as the successful bidder. The bid bond will be forfeited in case the successful bidder fails or delays to sign the fully termed contract or fails to submit performance bond within stipulated time.

- f. GHPL may, at any time prior to the time specified for submission of bids, issue modification(s) in this Bid Document or any of its *annexes in the form of an addendum*, either in response to a clarification and/or amendment requested by bidder(s) or whenever the GHPL considers it appropriate to issue such clarification and/or amendment to bidder(s). Clarifications and/or amendments shall be addressed to all bidder(s) who have confirmed to submit the bid.

12) Deadline for Submission of Bids/Late Bids:

- 12.1 Bids must be uploaded on EPADS and a hard copy of the bid document shall reach on or before the Bid Closing Date and time specified in Bid Data Sheet Section-2.
- 12.2 The Company may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 (Amendments of Bid Documents) of Instructions to Bidders, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 12.3 Any Bid received by the Company after the Bid Closing Date will be rejected and returned unopened to the Bidder. It is the Bidder's responsibility to ensure that bids are received in the office of GHPL well within the specified time. Bids must be submitted by hand or by post.
- 12.4 Any bids sent by fax or by electronic means will not be entertained.

E. OPENING AND EVALUATION OF BIDS

13) Opening of Bids:

- 13.1 The Company will open all Bids, at the time, on the date, and at the place specified in Section 2 of this Bid Document, in the presence of Bidders' Representatives who choose to attend. The Bidders' Representatives who are present shall sign an attendance sheet evidencing their attendance.
- 13.2 The Bidders' names, bid modifications (if any) or withdrawals, and the presence or absence of requisite bid bond and such other details as the Company, at its discretion, may consider appropriate, will be announced at the opening. Non-responsive bids shall only be rejected after bid opening with reasons to be recorded in writing by the Company.

14) Clarification of Bids: To assist in the examination, evaluation, and comparison of bids, GHPL may at its discretion ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing.

15) Evaluation of Bids:

- 15.1 Prior to the detailed evaluation, GHPL will determine the substantial responsiveness of each bid. A substantially responsive bid is one which conforms to all the terms and conditions (as



provided in Annex-B). Any bidder failing to provide the documents as mentioned in Annex-B shall be technically disqualified from the bidding process.

- 15.2 GHPL will carry out a detailed technical evaluation (As per Annex-C) of the bids to confirm that a bid is complete in all respects whether it conforms to the requirements as set out in the Bid Documents and bidder is technically qualified.
- 15.3 Arithmetical errors may be rectified subject to the condition that it will not change the financial quotation of the Bids. It may be clarified that in case of any discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail. If the Bidder does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.
- 15.4 **Technical Evaluation Criteria:** The Technical Proposal of eligible bidders will be evaluated using the required specification mentioned in Scope of Work. Technical qualification shall be decided on the basis of criteria as provided with this Bidding Document and enclosed as Annex-C. The bidders securing at least 70 marks shall be declare technically qualify.
- 15.5 **Financial Evaluation:** The financial bids of only the technically qualified bidders will be considered for financial evaluation. The work order will be awarded to the bidder whose bid found most advantageous i.e. technically qualified and financially lowest.

F. AWARD OF CONTRACT

- 16) **Notification of Award:** Prior to the expiration of the period of bid validity and after fifteen working days of the publishing of the bid results on PPRA website, the Company will issue the purchase order to successful bidder. The Bidder may only accept the purchase order and returning an acknowledgement copy of purchase order, by timely delivery of the goods in accordance with the terms of the purchase order/bid document, as herein specified. Acceptance of the purchase order shall govern the rights and obligations of the parties.
- 17) **Award Criteria:** The Company will issue a purchase order to the successful bidder. The Company reserves the right to accept or reject any bid, to annul the bid process and reject all Bids at any time prior to award of Contract/issuance of purchase order, without thereby incurring any liability to the affected bidder(s) or any obligation to provide information on the grounds for the Company's action.
- 18) **Performance Security:** The successful bidder shall provide the performance bond equivalent to 05% of the purchase order price in the form of a demand draft/pay order in favor of "Government Holdings (Private) Limited". The performance bond must be submitted within ten (10) working days after intimation by GHPL to the successful bidder, failing which, the Company shall have the right to forfeit the bid bond and announce the second lowest bidder as the successful bidder. The purchase order/contract will be signed upon the receipt of performance bond. The Performance Bond will be returned after three months of successful delivery of goods/services under the purchase order/contract.
- 19) **Signing of Purchase Order:** Upon receiving of performance bond acceptable to the Company, the successful bidder will be required to sign and date the purchase order and return the same to the Company within seven (07) working days.
- 20) **Schedule of Payment:**

- i. All payments shall be made upon the successful completion of project deliverables as per scope of work (Annex-D). Bidder shall raise an invoice with respect to goods/services supplied to the Company. The invoice must include Goods Delivery Note/Final Acceptance Note (post installation and testing)/Project Completion Certificate (issued by the Company), whichever is applicable.
- ii. The payment(s) shall be subject to a satisfactory report of completion of work from all concerned. GHPL will pay the invoices after completion of necessary approvals within 30 days after receipt of the invoice.
- iii. All payments shall be transferred directly to the bidders provided bank account in Pak Rupees (PKR).
- iv. No payment shall be made to the bidder in advance.
- v. The payment shall be made to the bidder only when it is on the Active Taxpayers List (ATL) of FBR. If the bidder is not in ATL at the time of processing of invoice, no payment shall be made until the bidder appears in ATL of FBR.
- vi. The relevant applicable tax laws shall be applied on invoices and payment. Taxes shall be deducted at source as per applicable laws at the time of payment.

21) Confidentiality: The Supplier shall keep all the information pertaining to bidding process especially evaluation of bid, confidential.



SECTION 2: BID DATA SHEET

The following specific data for the goods and services to be procured shall complement, supplement or amend the provisions in the Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail.

Deadline for Submission of Bids:	03:00 PM on April 29, 2024 (Pakistan Standard Time)	
Opening of Bids	03:30 PM on April 29, 2024 (Pakistan Standard Time)	
Bids to be received at:	Government Holdings (Private) Limited (GHPL), 5th Floor, Petroleum House, Ataturk Avenue G-5/2, Islamabad	Attention: “DGM (HR & Administration)” Sealed Bid No: <u>GHPL/IT/10/04-24 - Bid for Bid for Renewal of FortiGate (101e) Firewalls Annual Support</u> Deadline: On or before April 29, 2024 at 03:00 pm (Pakistan Standard Time)
Delivery:	7 th Floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad.	
Goods for use in (Country):	Pakistan.	
Bid Validity Period:	90 days.	
Language of the Bid:	English.	
Written communication must be directed to GHPL office:	Attention; DGM (HR & Administration) GHPL Islamabad E-Mail: procurement@ghpl.com.pk	
Requests for additional information:	Must be received at least seven (07) working days before the Deadline for Submission of bids. Bidders are encouraged to raise queries as early as possible.	



SECTION 3: BID SUBMISSION FORM

Must be duly completed by the Bidder and returned with the Bid

To:

**DGM (HR & Administration)
Government Holdings (Private) Limited
5th Floor, Petroleum House, Ataturk Avenue G-5/2, Islamabad
+92-51-9211236-37, +92-51-92112 39-40**

Dear Sir/Madam,

Having examined the above referenced Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver goods/services.

We undertake, if our Bid is accepted, to deliver the goods/services in accordance with all requirements mentioned in this TOR will be fulfilled and to deliver same to the designated point(s) within the delivery time.

We understand that you are not bound to accept any Bid you may receive.

Name of Bidder		
Address of Bidder		
Authorised Signature		Date:
Name of Representative		
Signature (Representative)		



SECTION 4: TECHNICAL COMPLIANCE SHEET TO BE COMPLETED BY BIDDER

To be filled and attached with the Technical Bid in order to Qualify		
Sr. No.	Attributes	Status/Response of the Bidder
1	Principal, authorized dealer, re-seller	
2	Office Detail / Outlets	
3	Major Cliental list	
4	Technical Assistance & Support (in terms of hours/days)	
5	Warranty Period (in terms of months/years)	
6	Delivery time (in terms of days/weeks)	
7	Time Period of After Sales Support (in terms of months/years)	

Note:

- i. Necessary supporting documents are required to attached with the technical proposal/bid.
- ii. GHPL reserves its right to carry out a technical inspection at Site, with prior notice, during the evaluation process and verify the infrastructure available at the offered site for evaluation purpose. GHPL, along with the consultants of the company may carry out such inspection

Signature and Stamp of the Bidder: _____



SECTION 5: FINANCIAL COMPLIANCE SHEET

Financial Compliance Sheet (FCS) to be completed by Bidders.

Sr.No.	Item Name	Quantity (Nos.)	Unit Price (without Taxes) Rs.	Total Price (without Taxes) Rs.	Applicable Taxes Rs.	Total Prices (inclusive of all applicable taxes) Rs.
1	Renewal of FortiGate (101e) Firewall Annual (1 Year) Support Coverage Cost	02				
Total Prices Inclusive of All Applicable Taxes (Rs.)						

Note:

- i. Applicable taxes (Sales Tax, Levies, Duties, etc.) shall be an account for buyer as per the prevailing rates.
- ii. All prices may be quoted in PKR/US Dollars; however, the payment shall be made in Pak Rupees (including of all applicable taxes) at exchange rate prevailing on the date of payment. For the purpose of comparison of bids quoted in different currencies, the price shall be converted into US Dollars and for evaluation purposes the rate of exchange shall be the selling rate, prevailing on the date of opening of financial bids.
- iii. Bidders are required to complete the FCS and provide all the data as listed below:

Please confirm hereafter:

Payment terms: _____

Offer Validity: _____

Name of the Bidder: _____

Address of Bidder: _____

Name of authorised Representative: _____

Phone number: _____

Email address: _____

Date: _____

Signature and Stamp: _____



SECTION 6: GENERAL TERMS AND CONDITIONS

The terms and conditions applicable to the work/purchase order will be considered.

1. GOODS AND SERVICES DEFINED: Goods/Services are hereinafter deemed to include, without limitation, as specified above, which the Bidder is, required to supply under the work/purchase order. Services are hereinafter deemed to include services ancillary to the supply of the Goods/services including, without limitation, transportation and such other obligations as required under the work/purchase order.

2. ACCEPTANCE OF THE WORK/PURCHASE ORDER: The work/purchase order may only be accepted by the bidder's signing and returning an acknowledgement copy of it or by timely delivery of the goods/services in accordance with the terms of the work/purchase order, as herein specified. Acceptance of the work/purchase order shall form a contract between the parties under which the rights and obligations of the parties shall be governed, including these general conditions. No additional or inconsistent provisions proposed by the bidder shall bind GHPL unless agreed to in writing by a duly authorized official of GHPL.

3. INVOICE AND PAYMENT:

- i. All payments shall be made upon the successful completion of project deliverables as per scope of work (Annex-D). Bidder shall raise an invoice with respect to goods/services supplied to the Company. The invoice must include Goods Delivery Note/Final Acceptance Note (post installation and testing)/Project Completion Certificate (issued by the Company), whichever is applicable.
- ii. The payment(s) shall be subject to a satisfactory report of completion of work from all concerned. GHPL will pay the invoices after completion of necessary approvals within 30 days after receipt of the invoice.
- iii. All payments shall be transferred directly to the bidders provided bank account in Pak Rupees (PKR).
- iv. No payment shall be made to the bidder in advance.
- v. The payment shall be made to the bidder only when it is on the Active Taxpayers List (ATL) of FBR. If the bidder is not in ATL at the time of processing of invoice, no payment shall be made until the bidder appears in ATL of FBR.
- vi. The relevant applicable tax laws shall be applied on invoices and payment. Taxes shall be deducted at source as per applicable laws at the time of payment.

4. INSPECTION AND ACCEPTANCE: All Goods/Services shall be subject to inspection and testing by GHPL or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to final acceptance by GHPL.

If any inspection or test is made on the premises of the Bidder or its Supplier with the consent of GHPL, the Bidder, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspection and tests on the premises of the Bidder or its supplier shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the Bidder. Final acceptance or rejection of the goods/services shall be made as soon as practicable after delivery, but failure to inspect and accept or reject Goods/Services shall neither relieve the Bidder from responsibility for non-conforming Goods/Services nor impose liabilities on GHPL therefor. The Bidder shall provide and maintain an inspection, quality, and control system covering the Goods/Services which is acceptable to GHPL. Records of all inspection work by the Bidder shall be kept complete and made available to GHPL during the performance pursuant to this Order and for twenty-four (24) months thereafter or for such other period as may be specified in this Order. Copies of all material



certifications and test results shall be submitted to GHPL upon request.

5. FITNESS OF GOODS & SERVICES INCLUDING PACKAGING: Bidder warrants that the Goods/services conform to the specifications and are fit for the purposes for which the Goods/services are specifically used, as well as for purposes, in locations and under circumstances made known to the Bidder by GHPL. Bidder warrants that the Goods/services are new, of current manufacture and free from defects.

The Bidder also warrants that the Goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment, in a manner so as to protect the Goods during delivery to their ultimate destination. Any deviation from agreed specification will not be accepted. Immediate replacement would be made if the products will not be found original and as per specification document.

6. WARRANTY: The bidder warrants and certifies that it will repair or replace without expense to GHPL, any Goods/Services or components which prove to be defective in Quality/Functionality, within warranty period, from the date such Goods/Services are delivered to and accepted at the final destination indicated in the work/purchase order.

7. INDEMNIFICATION: The Bidder shall indemnify, hold and save harmless and defend at its own expense GHPL, its personnel, agents, representatives, and its affiliates from and against all suits, claims, demands, and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the Bidder or its personnel or others responsible to the Bidder in the performance pursuant to this Order.

8. INTEGRITY PACT: The Bidder will be required to sign and stamp Integrity Pact as per PPRA Rules, attached at Annex-E.

9. VARIATION IN QUANTITIES: The quantities specified in this Order must not be exceeded or decreased without the prior written authorization of GHPL.

10. CHANGES: GHPL may at any time by written instruction make changes within the general scope of the work/purchase order. If any such change causes an increase or decrease in the price of or the time required for performance pursuant to the work/purchase order, an equitable adjustment shall be made in the work/purchase order price, or delivery schedule, or both and the work/purchase order shall either be amended or terminated or reissued accordingly.

Any claim for adjustment under this paragraph must be asserted within thirty (30) days from the date of receipt by the Bidder of the notification of change: providing, however, that GHPL may, at its sole discretion, receive and act upon any such claim asserted at any time prior to final payment under the work/purchase order. Failure to agree to any adjustments shall be a controversy within the meaning of Clause 21. However, nothing in this Clause shall excuse the Bidder from proceeding with the work/purchase order as changed.

No modification of or change in the terms of the work/purchase order shall be valid or enforceable against GHPL unless it is in writing and signed by a duly authorized representative of GHPL.

11. TERMINATION FOR CONVENIENCE: GHPL may terminate the work/purchase order, in whole or in part, upon notice to the Bidder. Upon receipt of notice of termination, the Bidder shall take immediate steps to bring the work and services to a close in a prompt and orderly manner and shall not undertake any forward commitment from the date of receipt of notice of termination.



In the event of Termination for Convenience, no payment shall be due from GHPL to the Bidder except for Goods/Services already delivered prior to termination and for the cost of such necessary work as GHPL may request the Bidder to complete.

12. REMEDIES FOR DEFAULT: In case of failure by the Bidder to perform according to the work/purchase order, including but not limited to failure to obtain necessary licenses or to make delivery of all of the Goods/Services by the agreed delivery date, GHPL may, after giving the Bidder reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- i. Procure all or part of the Goods/Services from other sources, in which event GHPL may hold Bidder responsible for any excess costs occasioned thereby;
- ii. Refuse to accept delivery of all or part of the Goods/Services;
- iii. Terminate the work/purchase order;
- iv. Require Bidder to ship via premium means, at Bidder's expense, to meet the delivery schedule;
- v. Impose liquidated damages pursuant to para 13 (ii).

13. LIQUIDATED DAMAGES FOR DELAY:

- i. In the event the Bidder fails to deliver any or all of the Goods/Services within the period agreed in the work/purchase order, the Company either shall allow an extension in the delivery period pursuant to a written request by the Contractor with justifications or deduct the amount as per para 13 (ii).
- ii. If the Bidder fails to deliver any or all of the Goods/Services or perform any of the services within the time period specified in the work/purchase order, GHPL may, without prejudice to any other rights and remedies deduct from the total price stipulated in the work/purchase order, an amount of 1.25% per week for 8 weeks (with a cap of 10%). Thereafter GHPL shall have the right to terminate the work/purchase order and recover the damages by way of forfeiting the Performance Security.

14. FORCE MAJEURE: The Bidder shall not be liable for default or liquidated damages, if and to the extent that its failure to perform its obligations under this order is the result of an event of Force Majeure. For purposes of this Order, Force Majeure is defined as an event beyond the control of the Bidder, not involving the Bidder's fault or negligence and not foreseeable and includes acts of God, natural disasters, war (whether or not declared) and other events of a similar nature or force. Force Majeure shall not include Bidder's inability to procure materials, equipment etc. or to pay its Bidders, vendors or workers etc. or any other event involving Bidder's financial disability or inconvenience.

15. SOURCE OF INSTRUCTION: The Bidder shall neither seek nor accept instructions from any authority external to GHPL in connection with the performance pursuant to the work/purchase order. The Bidder shall refrain from any action which may adversely affect GHPL.

16. OFFICIALS NOT TO BENEFIT: The Bidder warrants that no official of GHPL has received or will be offered by the Bidder any direct or indirect benefit of any kind, or any gift, payment or other consideration in connection with or arising from the Contract or the award thereof. The Bidder agrees that breach of this provision is a breach of an essential term of the work/purchase order.

17. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF GHPL: Unless authorized in writing, the Bidder shall not advertise or otherwise make public the fact that it is performing, or has performed, services



for GHPL or use the name (or any abbreviation thereof), emblem or official seal of GHPL for advertising or for any other purpose.

18. ASSIGNMENT AND INSOLVENCY: The Bidder shall not, except after obtaining the prior written approval of GHPL, assign, transfer, pledge or make other disposition of the work/purchase order or any part hereof or any of the Bidder's rights or obligations under the work/purchase order to any third party.

Should the Bidder become insolvent or should control of the Bidder change by the virtue of insolvency, GHPL may, without prejudice to any other right or remedy, terminate the work/purchase order by giving the Bidder written notice of such termination.

19. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the work/purchase order shall be deemed a waiver of any of the privileges and immunities of GHPL.

20. OBSERVANCE OF THE LAW: The Bidder shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of the work/purchase order.

21. AUTHORITY TO MODIFY: Only the GHPL's Authorized Official possesses the authority to agree on behalf of GHPL to any modification of or change in the work/purchase order, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Bidder. Accordingly, no modification or change in the work/purchase order shall be valid and enforceable against GHPL unless provided by an amendment to the work/purchase order signed jointly by the Bidder and the GHPL's Authorized Official.

22. GOVERNING LAW: The work/purchase order shall be governed and interpreted in accordance with the laws of Pakistan. Any dispute or confusion arising out of the work/purchase order shall be resolved amicably. Failing an amicable settlement, the dispute shall be resolved through arbitration by sole arbitrator under the *Arbitration Act 1940*.



ANNEX-A: ORGANIZATION INFORMATION

Organization Information		
Sr. #	Required Information	Response
1	Legal name of the organization	
2	Year of Registration / Establishment of the Organization	
3	National Tax Number	
4	General /Sales Tax Number	
5	Status of Organization (whether company, partnership or otherwise)	
6	Name and designation of 'Head of Organization'	
7	Mobile:	
	Phone/s:	
	Email:	
	Fax:	
	Address of organization:	
	Website address:	
8	Name and designation of 'Contact Person':	
	Phone/s:	
	Email:	
	Fax:	
	Mobile:	

ANNEX-B: ELIGIBILITY RESPONSE CHECKLIST

Eligibility Response Checklist			
Sr. No.	Necessary Eligibility Information	Attach the documents YES /NO	
1	Technical Compliance as mentioned in Scope of Work		
2	The company must provide previous Disaster Recovery/Co-Location Services (i.e. PO/Contract)		
3	Evidence of company/firm/sole proprietorship/incorporation/membership registration (Evidence required)		
4	Affidavit on stamp paper, declaring that company is not blacklisted by any government agency/authority. (Original required)		
5	Proof of NTN/GST (if applicable)		
6	Integrity Pact (if applicable)		

Note: The bidder must provide the supporting documents.

ANNEX-C: TECHNICAL EVALUATION

Technical specifications as provided in Annex-D should be fully complied to proceed further with the technical evaluation criteria. Relevant evidence in each case is mandatory. In case of non-compliance, no mark will be awarded

Technical Evaluation Criteria				
Sr. No.	Descriptions	Points	Maximum Points	(Attachments)
1	Compliance with Annex – D (Technical Specifications Sheet)		30	Attach specification/data sheets
	As per Specification (Annex- D)	30		
	Otherwise	0		
2	Reseller Status		20	Authorization Certificate
	Authorized Reseller of FortiGate Firewall	20		
	Others	0		
3	FortiGate Certified Engineers/Staff		20	Attach Qualification/Certificates/CV's
	Certified Resources	20		
	Others	05		
4	Agreed Support Hours		15	(Mention or Attach SLA Document)
	24 x 7	15		
	Otherwise	0		
5	Delivery Time		15	Mention Delivery Timelines in Technical Bid Documents
	Within 1 to 2 Weeks	15		
	Within 2 to 4 Weeks	05		
	Total Marks Awarded		100	
	Passing Criteria			70 Marks

Mandatory Requirements:

- Bidder who has been blacklisted by the Government / Semi-Government / Autonomous body shall be considered ineligible (affidavit confirming this to be provided with the proposal).
- Bidder who has not submitted affidavit that the information provided in their bid proposal is true shall be considered ineligible.
- Information submitted by the bidder without documentary evidences shall not be considered for award of points.

Notes: Minimum Passing Marks is 70%.



ANNEX-D: SCOPE OF WORK

1. Scope of Work:

FortiGate 101e firewalls are deployed at GHPL data center to secure network from unauthorized access, viruses, malicious actors, spammers and to have filtered web experience. Existing firewalls annual support coverage will expire on May 09, and June 12, 2024 respectively. GHPL intends to renew annual support for both deployed firewalls.

Technical Specifications:

The supplier must provide firewall annual support license covering local and OEM support. Product serial numbers and existing support coverage details will be shared upon the request of the interested bidder. The provided license must cover below technical specifications/features:

Model: FortiGate 101E

Support Coverage			
Support Type	Support Level	Activation Date	Expiration Date
Hardware	Advanced HW	2023-05-10	2024-05-09
Firmware and General Updates	Web/Online	2023-05-10	2024-05-09
Enhanced Support	Premium	2023-05-10	2024-05-09
Telephone Support	Premium	2023-05-10	2024-05-09
Advanced Malware Protection	Web/Online	2023-05-10	2024-05-09
FortiGuard IPS Service	Web/Online	2023-05-10	2024-05-09
FortiGuard URL, DNS & Video Filtering Service	Web/Online	2023-05-10	2024-05-09
AntiSpam	Web/Online	2023-05-10	2024-05-09

Model: FortiGate 101E

Support Coverage			
Support Type	Support Level	Activation Date	Expiration Date
Hardware	Advanced HW	2021-06-13	2024-06-12
Firmware and General Updates	Web/Online	2021-06-13	2024-06-12
Enhanced Support	Premium	2021-06-13	2024-06-12
Telephone Support	Premium	2021-06-13	2024-06-12
Advanced Malware Protection	Web/Online	2021-06-13	2024-06-12
FortiGuard IPS Service	Web/Online	2021-06-13	2024-06-12
FortiGuard URL, DNS & Video Filtering Service	Web/Online	2021-06-13	2024-06-12
AntiSpam	Web/Online	2021-06-13	2024-06-12



ANNEX-E: INTEGRITY PACT

Contract No: _____

Dated: _____

Contract Value: _____

Contract Title: _____

M/s _____ hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government Holdings (Private) Limited (GHPL) or any of its officers and employees or any other entity owned or controlled by GHPL through any corrupt business practice.

Without limiting the generality of the foregoing, M/s _____ represents and warrants that it has fully declared the fees 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 consultation 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 GHPL, except that which has been expressly declared pursuant hereto.

M/s _____ 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 GHPL and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s _____ 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. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GHPL under any law, contract or other instrument, be voidable at the option of GHPL.

Notwithstanding any rights and remedies exercised by GHPL in this regard, M/s _____ agrees to indemnify GHPL for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GHPL in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s _____ 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 GHPL.

Name of Buyer: Government Holdings (Private) Limited

Signature: _____

Name of Service Provider: _____

Signature: _____