



TENDER DOCUMENTS

Internet Firewall License

NUTECH / SCM / Internet Firewall License 2020 / TD-118

NATIONAL UNIVERSITY OF TECHNOLOGY

TENDER NOTICE

National University of Technology (NUTECH)

NUTECH / SCM / Internet Firewall License 2020 / TD-118

Sealed bids are invited from Government / FBR Registered Firms for the procurement of IT Equipment for NUTECH on **FOR Basis**.

1. Tender documents containing terms, conditions and detailed specifications of items (including draft contract) can be downloaded from NUTECH website "<https://nutech.edu.pk>" w.e.f **29 Jan 2020**.
2. Quotations shall be submitted as per requirement of the tender documents.
3. Bidders will be required to submit **Bank Draft / CDR** equal to **5%** of quoted value as Bid Bond in favor of National University of Technology (NUTECH).
4. Sealed bids with detailed specifications should reach on the following address latest by **1000 hours on 14 Feb 2020**. Late submission will not be entertained.
5. Bids will be opened at **1030 hours on 14 Feb 2020** at SCM Office.
6. Project is to be completed in **15 days** from the date of award of contract.
7. Submit Rs 1500/- as Tender fee in favor of NUTECH HBL Account (**NUTECH Tendering and Contracts, 5037-7000210755**). Please attach bank receipt with technical offer. Offers will not be entertained without payment of processing fee.

Deputy Director (Supply Chain Management)

NATIONAL UNIVERSITY OF TECHNOLOGY, UPROAD,I-12,ISLAMABAD

Tel: 0092-51-5476768, Ext: 227

NATIONAL UNIVERSITY OF TECHNOLOGY
SUPPLY CHAIN MANAGEMENT
INVITATION TO TENDER

Tender submission at SCM Office: 1000 hours, 14 Feb 2020

1. NUTECH desires to procure the list of item(s) / Store(s) on **FOR basis**. as per **Annexure-A**. Interested bidders are requested to send their bids through courier or deliver at NUTECH under "Single Stage – Two Envelopes" (two envelopes placed together in third envelope), marked clearly as "**Technical Offer**" and "**Commercial Offer**" respectively to the undersigned, latest by or before above mentioned due date.

2. **Conditions Governing Contracts**. The contract made as result of this IT will be in accordance with the **draft contract published on NUTECH University website** and other special conditions (Mentioned in this document) that may be added to given contract for the supply of Lab Equipment.

3. **Delivery of Tender**. The offer is to be submitted as under:-

a. **Technical Offer**. Technical Offer should contain only Annexure-A, Annexure-A-1 & Annexure B duly filled in (supported with relevant technical literature / details / catalogues etc) and receipt of tender processing fee. Copy of bid bond WITHOUT MENTIONING PRICE should be attached with technical offer. Only relevant technical details (ie literature/brochures) without mentioning the financial aspect of the offer in DUPLICATE should be enclosed in an envelope. In technical proposal, all items must have the brand names, model number, manufacturer's name, country of origin, manufacturer's warranty including parts with complete specs and brochures. Re-conditioned and re-furbished equipment shall not be acceptable. Following information will be clearly marked on the envelope:

- (1) Technical Offer
- (2) Original Performa Invoice (without price)
- (3) Tender number
- (4) Date/ time of opening

- b. **Commercial Offer.** Commercial Offer will contain Annexure-C and bid bond (Dully mentioned and placed in separate envelope. The offer indicating the quoted price FE/Local Currency (i.e Local Currency for FOR cases & in FE for FOB cases) in figures as well as in words would be enclosed in an envelope. Following information will be clearly marked on the envelope;
- (1) Commercial Offer
 - (2) Original Performa invoice with price
 - (3) Tender number
- c. Both the envelopes i.e. commercial offer and technical offer would be enclosed in yet another properly sealed envelope that will be marked with address of this office only. There should be clear indication that this envelope contains tender documents.
- d. The tender duly sealed will be addressed to the following:-

Deputy Director (Supply Chain Management Office)
NATIONAL UNIVERSITY OF TECHNOLOGY (NUTECH)
I J P ROAD, I-12 ISLAMABAD
Tel: 0092-51-5476768, Ext: 227

4. **Tender opening.** The offers shall be opened 30 minutes after submission time. Commercial offers will be opened at later stage if Technical Offer is found acceptable on examination by technical authorities. Date and time for opening of commercial offer shall intimated later. Only legitimate / registered representatives of firm will be allowed to attend tender opening. Tenders received after the appointed / fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed / forced holiday.

5. **Validity of Offer.** The validity period of quotations must be indicated and should be 90 days from the date of opening of financial offer.

6. **Documents.** Following information / copy of documents must be provided / attached with offer:-

- a. A copy of letter showing firm's financial capability.
- b. NTN/GST number be mentioned on the offer and copy of registration Certificate issued by Sales Tax Department, attached.
- c. Foreign supplier to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores **(in FOB cases)**.
- d. Annexes A, A-1, B and C and special conditions must be signed and stamped. **ATTACH ONLY RELEVANT DOCUMENTS.**
- e. Complete all Annexes as per given format. Do not use your format or letter head. Offer may be rejected if given format is not followed.
- f. OEM/principal agency agreement must be provided.

7. **Disqualification.** Offers are liable to be rejected if:-

- a. Validity of offer is not quoted as required in IT documents.
- b. Any deviation from the General/ Special / Technical Instructions.
- c. Offers are found conditional or incomplete in any respect.
- d. Copy of EM/Bid Bond & Tender processing fee (with tech offer) and original EM/Bid Bond (with fin offer) are NOT attached.
- e. Multiple rates are quoted against one item.
- f. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.
- g. Offer received later than appointed / fixed date and time.
- h. Subject to restriction of export license.
- i. Offers (Commercial / technical) containing non-initialled / unauthenticated amendments / corrections / overwriting. If the validity of the agency agreement has expired. The commercial offer against FOB / CIF / C&F tender quoted in local currency.
- j. If the offer is found to be based on cartel action in connivance with other sources/participants of the tender.

8. **Earnest Money / Bid Bond.** Commercial Offer must be accompanied with a Bid Bond (CDR/Pay Order/Bank Draft) in agreement of faithful compliance of the

conditions of Contract. This amount will be equivalent to 5% of the total quoted value. The Bid Bond amount submitted by the successful bidder will however be refunded on effective termination of Contract. (The Bid Bond will be forfeited in case of default by the bidder from his commitments made through his offer). Submission of Bid Bond is mandatory; otherwise your offer will be rejected. Bid Bond will be used as performance guarantee till the delivery of stores, otherwise separate performance guarantee valued at 5 % of contract will be submitted by successful firm till stores are delivered and inspected.

9. **Return of Earnest Money/Bid Bond.**

- a. Bid Bond to the unsuccessful bidders will be returned on finalization of the lowest evaluated bidder.
- b. Bid Bond of the successful bidder/bidders will be returned on submission of Bank Guarantee/Bid bond against warranty period OR Bid bond retained for the warranty period as the case may be.

10. **Terms of Payment/ LC Charges**

- a. **In FOB cases** (all categories) payment will be made through letter of credit (LC). LC opening charges in Pakistan are to be borne by NUTECH. Payment will be made through irrevocable LC in favour of Manufacturer.
- b. **In FOR cases** 50% advance payment will be made to the Seller on provision of unconditional Bank Guarantee/ CDR/ DD/ Pay order. 50% payment will be made to the Seller after receipt and confirming the correctness of ordered specifications, installation, commissioning OR as the case may be.

11. **Bank Guarantee (BG)**. In case where equipment is backed by warranty, the BG submitted equal to 05% of FOB/FOR/CPT etc value shall remain valid for up to 60 days beyond completion of warranty period.

12. **Taxes/ Duties/ Custom clearance** All taxes /duties /import Licenses Fee as applicable under government laws in Pakistan as well as country of supplier shall be on firm (**in FOR Case**). NUTECH will provide applicable exemption certificates and documents (**In FOB Cases only**).

13. **Insurance:-** Insurance will be NUTECH's responsibility through NICL (in FOB Cases).
14. **Freight charges /Misc charges:** All charges such as packing, forwarding, local freight, loading and unloading, installation and commissioning, custom clearance, orientations, on job training or any other will be part of quoted price. Delivery till NUTECH will be firm's responsibility and all associated costs will be part of quotation as well.
15. **Warranty.** All goods /store offered would be brand new, from current year of production and will be governed as per warranty clause. The warranty period may be covered by BG as depending on the value /criticality of the tender equipment.
16. **Delivery Schedule.** Store will be delivered within 15 days from contract signing date.
17. **Force Majeure.** If non-compliance with the period of delivery or services can be proved to be due to Force Majeure, such as but not limited to mobilization, war, riot, strike, lockout or the occurrence of unforeseen events, the period shall be reasonably extended.
18. **Subletting** Suppliers are not allowed to sublet wholly or part of the contract to any other firm /company without prior permission by NUTECH. Firm found in breach of the clause will be dealt with as per purchaser's right and discretion.
19. **Arbitration.** The dispute shall referred for adjudication to a board comprising of Pro-Rector NUTECH as Chairman and two arbitrators, one to be nominated by each party. The arbitration proceeding shall be held in Pakistan under Pakistan Law. The venue of arbitration shall be the place from which the contract is issued or such other place as the purchaser at his discretion may determine. Arbitration award so given will be firm and final.
20. **Redress Of Grievance.** In case of dispute, case shall be reviewed by 'NUTECH Redress of grievance committee and decision of NUTECH shall be final and binding on both parties.
21. **Export License/Permit /End User Cert.** It shall be the responsibility of the Supplier to obtain from the Government concerned all permits and export licenses, etc required to enable each consignment to be shipped immediately as per the delivery schedule. In case the supplier fails to arrange export license within 30 days

of signing the contract the purchaser reserves the right to cancel the contract on the risk and expense of the supplier without prior notice. The purchaser will provide End User Certificate for acquisition of export license to the supplier (format to be provided by the supplier for respective country within 10 day of signing of the contract).

22. **Technical Specification:** The supplier will provide OEM certificate, quality certificate /inspection document to the purchaser confirming the quality of the product being supplied under this contract .Store must bear the manufacturer's identification marking /monogram.

23. **Inspection /Testing of Store:** Inspection testing will be carried out at NUTECH by the concerned inspection team as detailed by the respective department in accordance with the laid down Acceptance Criteria.

24. **Requirement of Samples.** The requirement of tender sample will be included in the case if required for evaluation by technical authorities'. Beside this advance sample if required will be also made part of the IT as well as the contract.

25. **Change In Specification / Mfr / Model.** No alternation marked/brand and quality of store will be entertained after the tender have been opened.

26. **Checking of Store at Consignee End.** All stores will be checked at Consignee's end in the presence of the supplier's representative. If for some reason, the supplier decides not to nominate his representative for such checking, an advance written notice to this effect will be given by the supplier to the consignee prior to immediately on shipment of store. In such an event the supplier will clearly undertake that decision of consignee with regard to quantities and description of consignment will be taken as final and discrepancy found will be accordingly made up by supplier. In all other cases the consignee will inform the supplier about arrival of consignment immediately on receipt of store through registered email/letter and telephone. If no response from the supplier is received within 15 days from initiation letter the consignee will have the right to proceed with the checking without supplier's representative .Consignee's report on checking of the stores will be binding on the supplier in such cases.

27. **Packing /Marking.** The supplier shall be responsible for proper packing of the Store in standard export packing worthy of transportation by sea /air /road rail so as

to ensure their content being free from loss or damages due to faulty packing on arrival at the ultimate destination. Packing of stores will be done at the expenses of the supplier. All packing cases, containers and other packing material shall become the property of the NUTECH on receipt. Any loss occurred /demurrage paid due to wrong marking will be made good by the supplier

28. **Original Performa Invoice**: Original Performa invoice must have following components incorporated:-

- a. HS Code
- b. Incoterm
- c. Payment Terms
- d. Origin of good
- e. Port of shipment
- f. Address of OEM
- g. Seller acceptance (on Performa Invoice)
- h. Invoice Date
- i. Latest date of shipment
- j. Seller complete bank detail

Note: Performa Invoice in the name of NUTECH in case of FOB cases & in the name of local partner in case of FOR cases.

29. **General Instructions**: Following must be noted:-

- a. The firm should provide point to point acceptance of each clause of IT and special instructions attached with IT.
- b. Firm will render a certificate with technical offer that firm is neither defaulter nor blacklisted by any Government / semi Government organization directly or indirectly.
- c. Rates should be quoted on Free Delivery basis at NUTECH Islamabad.
- d. The stipulated delivery period should be strictly adhered to. Any anticipated delay that is beyond the control of Seller will be informed (in writing) well in advance of the expiry of the due date of the activity along with reasons thereof, requesting for the grant of extension in delivery period. If the Seller fails to do so, or the Buyer is not convinced with the rationale provided by the Seller, Liquidated

Damages up to/at 2% per month or part thereof, will be imposed. However, the maximum limit of the Liquidated Damages will not exceed 10% of the delayed store value.

- e. If even after applicability of 10% LD, the Seller fails to deliver the required stores, the Buyer will be at liberty to Cancel the contract, and /or procure the stores from an alternate source, on the Seller's "Risk & Cost/Expense". In that case, the Seller will be bound to make payment to the new source through NUTECH. The purchaser's decision under this clause shall NOT be subjected to arbitration.
- f. NUTECH reserves the right to cancel the Contract without assigning any reason whatsoever during its currency / execution / after placement, if the firm is found to be involved in any dubious activity, litigation, lacking to meet contractual obligations with the purchaser or is blacklisted with any other Public procurement agency. No claims / loss /damage of whatsoever nature shall be entertained and NUTECH's decision in this regard will be final / binding on the Seller.
- g. An appropriate amount may be paid for mobilization against Bank Guarantee/CDR/Demand Draft/Pay Order.
- h. Firms with previous pending/outstanding projects/business with NUTECH may not be considered for award of this tender.

Deputy Director
Supply Chain Management Office

Annex-A

Technical Specifications

NUTECH / SCM / Internet Firewall License 2020 / TD-118

Ser	Items	Description	Country of Origin	A/U	Qty Req	Bidder Compliance		Tech Scrutiny to be done by user	
						Yes	No	Accepted	Rejected
						Reason of Rejection			
1.	Sophos XG 210 Firewall	Sophos Firewall Enterprise Guard License for 2 Years	Russia	No	1				

Firm Name:	_____
Signature:	_____
Name:	_____
Designation:	_____

Annex A-1

Special Instructions

Description	Bidder			Tech Scrutiny to be done by User		
	Yes	No	Alternate Offer	Accepted	Rejected	Reasons of Rejection
Installation & Training a) Installation of the License will be carried out by OEM rep. b) Any special requirement for installation and operation must be specified in the offer by the supplier. c) Detailed local training on Firewall must be provided by the firm						
Support Services a) Supplier to have technical support assistance for next 2 years. b) Software upgrade support must be provided free of cost for 2 years with renewed license at every upgrade.						
Licenses Period 2 Years from the date of service activation						
Special Notes Only OEM authorized Partners required with valid certificate from the date of submission						

Firm Name: _____ Signature: _____ Name: _____ Designation: _____



Annex-B

TECHNICAL OFFER

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Fill in following essential parameters:-

1. Validity of Offer: _____ Days (Should not be less than **90 days**)
2. Delivery period: _____ Days (After placement of order)
3. Country of Origin: _____
4. Warranty Period: _____

General

1. GST Number: _____ (Enclose Copy)
2. NTN / CNIC: _____ (if exempted, provide valid exemption certificate)

Payment Terms

1. 50% advance payment against BG/CDR/Pay Order/DD
2. 50% payment after delivery, installation / commissioning / user satisfaction certificate

Details of Foreign Principal Information with account details)

1. Name / Title: _____
2. Address: _____

OEM Name:	Firm Name:	Signature:
OEM Focal Person:	Firm Focal Person:	Official Seal:
OEM Phone Number:	Firm Phone Number:	Name:
OEM Email Id:	Firm Email Id:	Designation:

Annex C**FINANCIAL OFFER****NUTECH / SCM / Internet Firewall License 2020 / TD-118**

Ser	Item Name/Size	Specification	A/U	Qty Req	Price Per Unit PKR	Total Price PKR
1.	Sophos XG 210 Firewall	Sophos Firewall Enterprise Guard License for 2 Years	No	1		
Total						

Firm Name: _____

Signature: _____

Name: _____

Designation: _____

Tender No _____

Name of the Firm _____

Firm Address _____

Date _____

Telephone No _____

E-Mail _____

To,

DD SCM Office
NUTECH University
I-12, Main IJP Road,
Islamabad.

Dear Sir

1. I / We hereby offer to supply to the NUTECH University the stores detailed in schedule to the tender inquiry or such portion thereof as you may specify in the acceptance of tender at the price offered against the said schedule and further agree that this offer will remain valid up to 90 days after opening of Financial offer and will not be withdrawn or altered in terms of rates quoted and the conditions already stated therein or on before this date. I / we shall be bound by a communication of acceptance to be dispatched within the prescribed time.

2. I / we have understood the instructions to Tenders and General Conditions Governing Contract available at NUTECH website and have thoroughly examined the specifications / drawing and / or patterns quoted in the schedule here to and am/are fully aware of the nature of the stores required and my/ our offer is to supply stores strictly in accordance with the requirements.

Yours Faithfully.

(Signature of Tenderer)

Designation

Date:

Individual signing tender and / or other documents connected with a contract must be signed by principal authorized rep/ OEM rep/ Authorized partner firm rep.

BANK GUARANTEE AGAINST
"ADVANCE/PERFORMANCE/WARRANTY GUARANTEE
Which ever is applicable

Guarantee No _____
Date: _____
Amount: _____
Valid upto: _____

In Favour of:

National University of Technology (NUTECH), IJP Road, I-12, Islamabad.

Subject: **In compliance with terms of Advance/Performance/Warranty**
Guarantee Bank Guarantee

Contract No: _____
dated _____

Dear Sir,

1. Whereas your good-self have entered into Contract No: _____ dated _____ with M/s [Firm Name] Located at [Firm Address], Herein after referred to as our customer and that one of the conditions of the Contract is submission of Bank Guarantee by our customer to your good-self for a sum of [Amount].

2. Incompliance with this stipulation of subj contract, we hereby agree and undertake as under:-

- a. To pay to you unconditionally on demand and / or without any reference to our Customer an amount not exceeding the sum of [Amount] as would be mentioned in your written Demand Notice.
- b. To keep this Guarantee in force till [Validity Date].
- c. That the validity of this Bank guarantee shall be kept two clear year ahead of the original / extended delivery period or the warrantee of the stores which so ever is later in duration on receipt of information from your office. Our liability under this Bank Guarantee shall cease on the closing of banking hours on the last date of validity of this Bank Guarantee. Claim received there after shall not been entertained by us whether you suffer a loss or not. On receipt of payment under this Guarantee, this

documents i.e., Bank Guarantee must be clearly cancelled, discharged and returned to us.

- d. That we shall inform your office regarding termination of the validity of this bank Guarantee on clear month before the actual expiry date of this Bank Guarantee.
- e. That with the consent of our customer you may amend / alter any term / cause of the contractor add / delete any term / clause to / from this contract without making any reference to us. We do not reserve any right to receive any such amendment / alternation or addition / deletion provided such like actions do not increase our monetary liability under this Bank Guarantee which shall be limited only [Amount.....].
- f. That the bank guarantee herein before given shall not be affected by any change in the constitution of the Bank or Customer / Supplier or Vendor.
- g. That this is an unconditional Bank guarantee, which shall be cashed on sight on presentation without any reference to our Customer / Supplier or Vendor.

Signature_____

Name_____

Desig_____

Bank Stamp_____

Note: No changes in the above given BG format shall be accepted.

CHECK LIST**(This checked list must be attached with your technical offer, duly filled and****Signed by authorized signatory)****Tender No _____****Date _____**

1	Tender Processing Fee	a. Tender processing fee ref no _____ b. Bank _____ c. Amount _____		
2	EM/ Bid Bond	a. EM/ Bid Bond ref no _____ b. Bank _____		
3	Form Annex A, A-1, B and C signed by Authorized Signatory		Yes	No
4	Offering specification of items as per IT		Yes	No
5	Quoted Currency as per IT		Yes	No
6	Accounting unit/Qty as per IT		Yes	No
7	Delivery Schedule as per IT		Yes	No
8	Country of origin of store _____			
9	Name of OEM:- _____			
10	Original Performa invoice (Mandatory)		Yes	No
11	Certified that there is no Deviation from IT conditions/ there is deviation from IT condition as per fol details		Yes	No
12	Blacklisting certificate.		Yes	No
13	Verifiable OEM Certificate		Yes	No
14	Warranty Period as per IT		Yes	No

Note: Fill and/or mark Yes/No where required

Signature of Firm Auth Signatory