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# **TENDER DOCUMENT**

**FOR**

## **WatchGuard Firebox M370 License Renewal (Total Security Suite License for 03 Years)**

**Submission of Proposals:    till 10:30 am after fifteen days from the date of advertisement**

**Opening of Proposals:        At 11:00 am after fifteen days from the date of advertisement**

**Export Development Fund (EDF)  
Ministry of Commerce,  
2nd Floor, FPCCI House,  
Sector G-8/1, Mauve Area,  
Islamabad.**

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## **Section I: Invitation for Proposals**

### **Tender Notice**

Export Development Fund (EDF), Ministry of Commerce invites Sealed bids from eligible bidders registered with Income Tax and Sales Tax departments for the supply of following item/services:

S. No.	Item Description	Qty
1	<b>WatchGuard Firebox M370 License Renewal</b> (Total Security Suite License for 03 Years)	01

The tender document having details & specifications of the above item can be obtained from EDF office (from the address mentioned below) or may be downloaded from EDF website i.e. [www.edf.gov.pk](http://www.edf.gov.pk)

#### **TERMS AND CONDITIONS:**

- i. The firm having GST and NTN registration with “Active Status” are eligible for bidding and provide copies of the certificates enclosed with technical bids.
- ii. The firm will provide a declaration on stamp paper that the firm has not been involved in any case of litigation in the court of law and has never been backlisted by PPRA, any of provincial or federal government department, agency, organization or autonomous body or private sector organization anywhere in Pakistan.
- iii. Single stage-two envelope procedure as per PPRA rules shall be adopted where the bid shall comprise a single package containing two separate envelopes, each envelope shall contain separately the financial proposal and the technical proposal and the envelopes shall be marked as “Technical Proposal” & “Financial Proposal” respectively.
- iv. All rates/prices quoted should be in PKR and must include all applicable taxes and associated costs.
- v. All bids must include Earnest money @ 2% of total quoted rates/price in the form of Pay Order/Bank Draft should be drawn in favor of “Export Development Fund (EDF)”.
- vi. All submitted bids should be valid for a minimum period of **45 days** from the date of opening of bids.
- vii. Sealed bids should reach EDF office on or before **10:30 am 21<sup>st</sup> November 2022** and the tender/bids will be opened at **11:00 am 21<sup>st</sup> November 2022** in the Committee Room of EDF Office in the presence of the bidders or their representatives.
- viii. The number of items can be increased or decreased, as per requirement and EDF reserves the right to reject any or all bids/tender without assigning any reason.
- ix. This advertisement is also available on the EDF & PPRA websites i.e. [www.edf.gov.pk](http://www.edf.gov.pk) [www.ppra.org.pk](http://www.ppra.org.pk).

**(Mr. Amanullah)**

Officer (Information Technology)  
Export Development Fund (EDF),

2<sup>nd</sup> Floor FPCCI Capital House Building, Mauve Area,  
Sector, G-8/1, Islamabad, [Tel:051-9107430-5](tel:051-9107430-5) Email: [contact@edf.gov.pk](mailto:contact@edf.gov.pk)

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## **Section II: Instructions for venders**

### 1. **Scope:**

1.1. The EDF office invites Proposals for the items as described in the Section III. The successful venders will be required to supply best quality items/services to EDF as per terms and conditions specified in this document.

### 2. **Eligibility:**

2.1. The firm must be registered with National Tax (NTN) and General Sales Tax (GST) with ACTIVE status.

2.2. Declaration on stamp paper that the firm/bidder has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan.

### 3. **Bidding Process:**

3.1. Single stage two envelope procedure as per PPRA Rules shall be adopted where the bid shall comprise a single package containing two separate envelopes, each envelope containing and marked as “Technical Proposal” & “Financial Proposal” respectively.

3.2. Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendation for the contract award shall not be disclosed until the award to the successful vender has been announced. Results of the Proposals evaluation will be made known in due course vender are advised not to approach Purchaser. Any attempt to influence the process of evaluation will lead to rejection of Proposals.

3.3. All submitted bids should be valid for a minimum period of **45 days** from the date of opening of bids.

3.4. All Rates quoted should be in PKR and must include all taxes and associated costs.

### 4. **Earnest Money:**

4.1. All bids must include Earnest money @ 2% of total quoted amount in the form of Pay Order/Bank Draft should be drawn in favor of Export Development Fund (EDF).

### 5. **Place and Deadline for Submission:**

5.1. The Proposals must reach the office of EDF, on or before **10:30am, 21<sup>st</sup> November, 2022** situated at 2<sup>nd</sup> Floor FPCCI Capital House Building, Mauve Area, Sector, G-8/1, Islamabad, Tel:051-9107430-5.

5.2. Any Proposals received by the Purchaser after the deadline prescribed in this clause will be returned unopened to the bidder.

### 6. **Opening of Proposals:**

6.1. The proposals/bids will be opened, including modifications, in the presence of the venders or their representatives who choose to attend, at **11:00am, 21<sup>st</sup> November, 2022** in the Committee Room of EDF office situated at 2<sup>nd</sup> Floor FPCCI Capital House Building, Mauve Area, Sector, G-8/1, Islamabad.

### 7. **Modification and Withdrawal of Proposals:**

7.1. No Proposals shall be modified after the deadline for submission of Proposals specified above. Withdrawal of a Proposals between the deadline for submission of Proposals and the expiration of the validity of the Proposals as specified.

### 8. **Bid Evaluation and Comparison of Proposals:**

8.1. Upon compliance of terms and conditions mentioned in this document, the Purchaser will award the contract to the technically qualified vender quoting lowest bidding price.

9. **Purchaser’s Right to Accept:**

9.1. The Purchaser reserves the right to accept or reject any Proposal, and to cancel the process of competition and reject all Proposals, at any time prior to the award of the Contract, without thereby incurring any liability to the affected vender(s) or any obligation to inform the affected Proposals of the grounds for the Purchaser ‘s decision while complying with PPRA Rules-2004.

10. **Notification of Award:**

10.1. The results of evaluation/work award shall be published at PPRA & EDF websites as per PPRA rules. The venders are instructed not to approach the Purchaser after opening of Proposals s until the finalization of award.

11. **Performance Guarantee**

11.1. The performance guarantee @ 10% shall be submitted by the vendor and retained by the Purchase for a period of one year from the date of submission of the performance guarantee.

12. **Payments:**

12.1. Full (100 %) payment in Pak Rupees of the items supplied against each supply order will be made upon receipt of invoices/delivery challan, after supply of the items.

12.2. The Supplier ‘s request (s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Job delivered and upon fulfillment of other obligations stipulated in the Contract/ work order.

12.3. Payments shall be made not later than thirty (30) days after submission of an invoice or claim by the Supplier.

13. **Taxes:**

13.1. The Supplier is responsible for all taxes in accordance with the laws of Islamic Republic of Pakistan.

13.2. Production of Sales Tax Invoice would be mandatory for receiving payments.

14. **Warranty (if any):**

14.1. The supplier will provide full support during the three-year warranty period (if any) including all associated services except any damage caused by the fire or disaster event.

15. **Blacklisting:**

15.1. If the Supplier fails / delays in performance of any of the obligations, under the Purchase Order/Work Order/Contract and violates any of the provisions, breach of any of the terms and conditions of the Purchase Order/Contract, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Supplier, either indefinitely or for a stated period.

**Section -III General Conditions of Tender Document**

S. No.	Item Description	Qty
1	<b>WatchGuard Firebox M370 License Renewal</b> (Total Security Suite License for 03 Years)	01

1. **Quality of Services:**

1.1. No variation in quality/substance etc. from specifications/requirements will be allowed.

1.2. In case of delayed/unsatisfactory performance or non-performance, Purchaser shall impose a suitable penalty which may lead to the termination of the contract in part or in full.

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- 1.3. The Purchaser will recover the cost of job with substandard quality i.e. other than specifications/requirement, from accrued payments. The name of such Supplier can also be posted on website of the EDF for information of all Procuring Agencies.
2. **Force Majeure:**
- 2.1. Either party may terminate the Contract by giving a thirty (30) days' notice to the other for events beyond that party's control, such as Wars and acts of God such as earthquakes, floods, fires, etc.
3. **Termination:**
- 3.1. The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:
- 3.1.1. if the Supplier fails to deliver any or all of the goods/services within the period(s) specified in the Contract; or
- 3.1.2. if the Supplier fails to perform any other obligation(s) under the Contract.
- 3.1.3. if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices, as defined at Rule 19 of PPRA 2004, in competing for or in executing the Contract.
- 3.1.4. if the Supplier becomes bankrupt or otherwise insolvent.
- 3.2. If The Supplier is found to have engaged in corrupt or fraudulent practices in competing for the award of the Purchase/Work Order/Contract, The Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Supplier, either indefinitely or for a stated period.

## **SECTION IV: TECHNICAL & FINANCIAL PROPOSAL**

### **1. TECHNICAL PROPOSAL**

- 1.1 The Firms having GST and NTN are eligible for bidding. Firms should provide copies of certificate with their bids.
- 1.2 Firm will provide an undertaking/declaration on stamp paper that the firm /bidder has neither been blacklisted by the PPRA any of Provincial or Federal Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan. nor involved in any case of litigation in the court of law.
- 1.3 Provide minimum two (02) work orders of supply/provision of item/services of similar nature in the last three years.

### **2. FINANCIAL PROPOSAL**

- 2.1 Financial Bid must comprise of all costs/prices in PKR included all taxes and associated cost.
- 2.2 All bids must include Earnest money @ 2% of total quoted amount in the form of Pay Order/Bank Draft should be drawn in favor of Export Development Fund (EDF)

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