



TENDER DOCUMENTS

Sophos Firewall License Renewal

NATIONAL UNIVERSITY OF TECHNOLOGY, IJP ROAD, I-12, ISLAMABAD



TENDER NOTICE

Sophos Firewall License Renewal FY 24-25 / TD-343

1. Electronic bids are invited from Government / FBR Registered firms (active taxpayers) for the procurement of **Sophos Firewall License Renewal** on FOR Basis.
2. Bidding documents containing detailed terms & condition for submission of bids, method of procurement (Single Stage Single Envelopes), eligibility & evaluation criteria etc. are available for registered bidders on EPADS.
3. **Tender Documents** can be downloaded from **NUTECH/EPADS** websites and Bids will be submitted as per requirements mentioned in the tender documents. Bid will be submitted through EPADS and bidders will submit their original CDR of 5% of quoted amount in the favour of "NUTECH Tendering and Contracts".
4. Detail of bids and submission of tender is provided below: -

Sr.	Description	Bank Account Details	Tender Fee	Tender Submission	Tender Opening
a.	Sophos Firewall Renewal	HBL, Tendering and Contracts, A/C # 5037-7000210755	2,000	1100 hrs on 29 May 2025	1130 hrs. on 29 May 2025
Note: - <ul style="list-style-type: none"> Tender fee in shape of CDR/PO/DD will be acceptable. Offer will not be entertained without payment of tender fee. 					

Supply Chain Management Office (SCM)
 National University of Technology, (NUTECH)
 Main IJP Road, Sector I-12, Islamabad
 E Add: supervisor.scm@nutech.edu.pk
 Phone: 051-5476768, Ext: 278
Cell No# 0301-8081726

Compliance – Check List

Offer must be quoted and arranged in accordance with below mentioned sequence.

Non- compliance & non-provision of following documents may lead to disqualification.

Sr.	Required Particulars	Documents Attached	
		Yes / No	Page #
1.	Tender Fee Original Receipt (Rs 2,000/-)		
2.	NTN/GST Registration		
3.	All Annexures & Special Conditions Compliance Note: All annexures must be as per given format.		
4.	OEM Registration / Authorization Certificate (if applicable)		
5.	OEM Details (if applicable)		
6.	Original bid security 5% of quoted amount		
7.	Proforma Invoice (if applicable) (prices hidden)		
8.	OEM / Equipment brochures & details		
9.	Non-Blacklisting Certificate		
10.	Firm's Complete details (address, contacts & email)		

Tender Documents

1. NUTECH desires to procure item(s) / Store(s) on FOR Basis as per **Annexure-A**. Interested bidders are requested to upload their bids on EPADS & also submit a hard copy of the same documents in manual at NUTECH (SCM office) under “**Single Stage Single Envelopes**”, procedure latest by or before above mentioned due date.
2. **Conditions Governing Contracts.** The contract made as result of this tender documents 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 equipment.
3. **Participating of Tender.** The offer is to be submitted as under: -
 - a. The bid should contain Annexure-A & Annexure B duly filled in (supported with relevant technical literature / details / catalogues etc).
 - b. All items must have the brand names, model number, manufacturer's name, country of origin, warranty including parts with complete specs and brochures. Re-conditioned and re-furbished equipment shall not be acceptable.
 - c. Annexure-C is also required along with Original Performa Invoice. The offer indicating the quoted price FE / Local Currency (in Local Currency for FOR cases & FOB cases) in figures as well as in words this will also be uploaded on E-PADS.
4. **Validity of Offer.** The validity period of quotations must be indicated and should be **90 days** from the date of opening of financial offer.
5. **Withdrawal of offer** If the firm withdraws its offer within validity period the competent authority may place such firm under embargo for a period, which may be extended up to one year. Moreover, the bid security of the firm will be confiscated.
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, 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 tender documents.

- b. Any deviation from the general/ special / technical instructions.
- c. Offers are found conditional or incomplete in any respect.
- d. Multiple rates/items are quoted against one item. Deleted
- e. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.
- f. Offer will be received fixed date and time on EPADS.
- g. Subject to restriction of export license.
- h. Offers (financial/technical) containing non-initialed/ 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.
- i. If the offer is found to be based on cartel action in connivance with other sources/participants of the tender.

8. **Bid Security** Financial offer must be accompanied with a bid security (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 security amount submitted by the successful bidder will however be refunded on effective termination of Contract. The bid security will be forfeited in case of default by the bidder from his commitments made through his offer. Submission of bid security is mandatory; otherwise your offer will be rejected. Bid security 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 Bid Security**

- a. Bid security to the unsuccessful bidders will be returned on finalization of the lowest evaluated bidder.
- b. Bid security of the successful bidder/bidders will be returned on submission of bid security against warranty period or bid security retained for the warranty period as the case may be.

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

In FOB cases

- a. 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 favor of manufacturer.

In FOR cases

- b. **20%** advance payment will be made to the seller on provision of unconditional CDR/PO/DD. Advance CDR/PO/DD will be submitted at the time of signing the contract.

- c. **80%** payment will be made to the seller after receipt and confirming the correctness of ordered specifications, installation, commissioning.

11. **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 seller (in FOR case). NUTECH will provide applicable exemption certificates and documents (In FOB Cases only).

12. **Insurance:** - Insurance will be seller's responsibility **(in FOR Cases)** and NUTECH's responsibility through NICL **(in FOB Cases)**.

13. **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 seller's responsibility and all associated costs will be part of quotation as well.

14. **Delivery Period.** Store will be delivered within **15 Days** from contract signing date.

15. **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, pandemics/epidemics or the occurrence of unforeseen events, the period shall be reasonably extended.

16. **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.

17. **Arbitration.** Will be as under: -

"All Claims, disputes, controversies, differences arising out of or in connection with this contract, including any question regarding its existence, validity, interpretation performance, breach or termination, shall be referred to and shall finally be solved by binding arbitration. An arbitration committee shall be constituted comprising Rector NUTECH and two arbitrators to be nominated on mutual agreement by each party. The venue of the Arbitration shall be the place of issuance of this contract or as Rector NUTECH may determine. In case of any difference, the clauses of Arbitration Act 1940, Rules and Regulation made thereof for time being enforce shall prevail. The award shall be final and binding on both parties.

- a. Provided that written record of any such arbitration and its award shall be arranged properly.
- b. An award of such arbitration may be confirmed in a court of competent jurisdiction at Islamabad.
- c. Provided further that in case of any other question /dispute not covered under this clause, the decision of Rector NUTECH shall be final."

18. **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.
19. **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).
21. **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.
22. **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. (Acceptance Test procedure (ATPs)/Drawing/Test standard and specification). The supplier will provide ATPs with technical offer. Mutually agreed/approved ATPs will form part of contract to govern the inspection of store subsequently.
23. **Change In Specification /Mfr /Model.** No alternation marked/brand and quality of store will be entertained after the tender have been opened.
24. **Checking of Store at Consignee/User 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. User/Consignee's report on checking of the stores will be binding on the seller in such cases.
25. **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 lose 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.

26. **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.

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

- a. The firm should provide point to point acceptance of each clause of tender documents and special instructions attached with tender documents.
- 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. (On Judicial Paper)
- 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 of 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 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 NOT be subjected to arbitration.

- f. NUTECH reserves the right to cancel the contract without assigning any reason whatsoever during its decision in this regard will be final / binding on the seller.
- g. An appropriate amount may be paid for mobilization against CDR/DD/Pay Order.
- h. Firms with previous pending/outstanding projects/business and unsatisfactory performance with NUTECH may not be considered for award of any further business.
- i. Lowest evaluated bidders must send their authorized representatives (with authorization letter) for signing of the contract within three days of sharing of the draft contract.
- j. For technical opening firm will send a representative who has knowledge about the quoted items otherwise representative will not be allowed to sit in tender opening.
- k. Stamp duty for Contract will be taken as per Section 22-A of Stamp Act 1899 Pakistan.
- l. Business will be awarded on Package Deal.

28. Warranty 2 Years Warranty will be required from the successful bidders from the date of commissioning.

Annex-A**TECHNICAL OFFER**

Sr.	Items	Specifications	A/U	Qty	Country of Origin	OEM Auth	Bidder Compliance	
							Yes	No
1	Renewal of License for Sophos XG4CTCHEUK XGS 4300	Security Appliance - EU/UK power cord Network Protection (IPS, ATP , SD-RED Device Management) Web Protection (Web Security and Control, Application Control, Web Malware Protection) and Enhanced Support	No	02				
2	XF4C2CSES XGS 4300	Xstream Protection - 24 MOS	No	01				
3	EP4C2CEUP XGS 4300	Enhanced to Enhanced Plus Support Upgrade - 24 MOS	No	01				

Annex-B**Necessary to Fill Completely****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 (In continuation of Tender Document clause 12): -

In FOR Cases
20% advance payment against CDR/Pay Order/DD
Remaining 80% payment after delivery, installation / commissioning /user satisfaction certificate

Details of Foreign Principal Information with account details: -

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

OEM Brand Name:	Firm Name:	Signature:
OEM Focal Person Name:	Firm Focal Person:	Official :
OEM Phone Number for verification:	Firm Phone Number:	Name & CNIC:
OEM Email Id for verification:	Firm Email Id:	Designation:

Annex C**FINANCIAL OFFER**

Sr.	Items	Specifications	A/U	Qty	Country of Origin	Unit Price (Inc. Tax)	Total Price (Inc. Tax)
1	Renewal of License for Sophos XG4CTCHEUK XGS 4300	Security Appliance - EU/UK power cord Network Protection (IPS, ATP , SD-RED Device Management) Web Protection (Web Security and Control, Application Control, Web Malware Protection) and Enhanced Support.	No	02			
2	XF4C2CSES XGS 4300	Xstream Protection - 24 MOS	No	01			
3	EP4C2CEUP XGS 4300	Enhanced to Enhanced Plus Support Upgrade - 24 MOS	No	01			

Special Instruction

a.	b. Operations Training	c. Training of NUTECH ICT support staff
d.	e. Installation and Commissioning	f. Complete installation, testing/ commissioning of the equipment (Software & Hardware) will be carried out by OEM/supplier rep at designated place at NUTECH (Cost may be added in financial offer if any). g. Special requirements must be specified in offer by supplier.
h.	i. Support Services	k. a. 24x7x730 Support Services including public holidays.
	j.	l. b. Suppliers to have in-country spares/Technical support and ensure spares and technical support/Assistance for next 2 years.
m.	n. Standard & Compliance	o. Bidder must submit specification compliance in their bids. Non-compliance (if any) against the product specification and general terms & conditions of the tender may lead to the disqualification of the bidder.
p.	q. Liability of Supplier	r. Supplier is to provide original OEM certificate of subject equipment licenses bought directly from the manufacturer and being an authorized dealer.

Tender No _____
 Name of the Firm _____
 Firm Address _____
 Date _____
 Telephone No _____
 E-Mail _____

To, DD SCM Office
 NUTECH University
 I- 2, 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.

"SELLER'S WARRANTY CERTIFICATE"

(To be provided on stamp paper)

Validity _____ years from the date of final acceptance of the Stores.

We hereby guarantee that we are the genuine and original Source of provisioning the Stores to our Buyer. We also undertake that nothing in the manufacturing of these Stores has been obtained through unauthorized means.

1. We hereby warrant and undertake that the Stores and all the associated spares/ accessories supplied under the terms and conditions of the above Contract, are:

- a. brand new, complete in all respects, possessing good quality and standard workmanship; and
- b. liable for replacement/rectification free of charge, if during the Warranty period the same are found defective before or under normal use or these do not remain within the limits and tolerances stated under the specifications or in any way not in accordance with the terms of this Contract. All expenses incurred in removal, re- provisioning and reinstallation of such defective Stores or their parts shall also be borne by us.

2. The Warranty shall remain valid for a period of _____ years from the date of final acceptance of the Stores.

*Sellers warranty must be provided by the Seller (firm) on Rs 100 stamp paper along with bank guarantee/CDR/Pay Order without changing a word. BG with additional clauses will be rejected.

CHECK LIST**(This checked list must be attached with your technical offer, duly filled and Signed by authorized signatory)**

Tender No _____

Date _____

1	Tender Fee	a. Tender fee ref no b. Bank c. Amount		
2	Bid Security	a. Bid Security Ref no b. Bank		
3	Form Annex A, B and C signed by Authorized Signatory		Yes	No
4	Offering specification of items as per tender documents		Yes	No
5	Quoted Currency as per tender documents		Yes	No
6	Accounting unit/Qty as per tender documents		Yes	No
7	Delivery Schedule as per tender documents		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 tender documents conditions/ there is deviation from tender documents condition as per following details.		Yes	No
12	Blacklisting certificate.		Yes	No
13	Verifiable OEM Certificate		Yes	No
14	Warranty Period as per tender documents		Yes	No
15	ATPs provided		Yes	No

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

Signature of Firm Auth Signatory