



Invitation to Bid
For the Procurement of Hardware based
Web Application Firewall (WAF)

Pakistan Telecom Authority, (a telecommunication regulator in Pakistan) invites sealed bids from the original manufacturers / authorized distributors / suppliers/resellers Contractors etc. registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue and having Five years of experience for supply of the following IT Equipment:

S. No.	Description of the Hardware (Web Application Firewall)	Quantity
1.	Web Application Firewall with Minimum 2 X 10GE SFP+ ports with 4 X 1G ports and management port with Advance 3 years Hardware Warranty, (3 years advance support 24 x 7) and with 3 years security updates (Advance Security License)	1
2	3 Years Advance Bundle Security updates including all supported security profiles i.e. IP Reputation/IP Intelligence, layer 7 DDOS protection, credential stuffing, Hardware based compression, Multiple authentication mechanism including SSO, LDAP, SSL Client Certificate, CAPTCHA, Browser Enforcement, Site Publishing etc	1
3.	SFP+ and SFP Modules (Supported and approved by brand manufacturer) for connectivity with Cisco Nexus and Cisco 3560 switches	2 X SFP + 4 X SFP (optics) With 6 X Multimode cables (5Meter)

Bidding documents, containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids, performance guarantee etc. are available at the office of the undersigned. Price of the bidding documents is Rs. 500/- (in shape of pay order / bank draft, in favor of PTA). Bidding documents can be downloaded from (www.pta.gov.pk) free of cost.

The bids, prepared in accordance with the instructions in the bidding documents, must reach at PTA Headquarters F-5/1, Islamabad on or before **29th April, 2019 10:30 AM**. Technical Bids will be opened the same day at **11:00 AM**. This advertisement is also available on PPRA website at www.ppra.org.pk.

Muhammad Salman Zafar, Director (ICT)
PTA Headquarters F-5/1, Islamabad
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Say No to Drugs



BIDDING DOCUMENTS

Sealed bids are invited from well reputed and authorized dealers having Tier-1 / Tier -2 level dealership, registered with Sales Tax and Income Tax Department, having at least 5 years of relevant business experience for the procurement of following items,

S. No.	Description of the Hardware (Web Application Firewall)	Quantity
1.	Web Application Firewall with Minimum 2 X 10GE SFP+ ports with 4 X 1G ports and management port with Advance 3 years Hardware Warranty, (3 years advance support 24 x 7) and with 3 years security updates (Advance Security License)	1
2	3 Years Advance Bundle Security updates including all supported security profiles i.e. IP Reputation/IP Intelligence, layer 7 DDOS protection, credential stuffing, Hardware based compression, Multiple authentication mechanism including SSO, LDAP, SSL Client Certificate, CAPTCHA, Browser Enforcement, Site Publishing etc	1
3.	SFP+ and SFP Modules (Supported and approved by brand manufacturer) for connectivity with Cisco Nexus and Cisco 3560 switches-	2 X SFP +, 4 X SFP (optics) With 6 X Multimode fiber cables

Detailed specifications of above-mentioned items are provided at Annex-C of this document. Notice of the bids issued on PTA's/PPRA's websites is part of the bidding document.

Key Terms and Conditions

1. GENERAL INFORMATION:

- a. Bidding documents duly completed in all respect will be received on or before **29th April, 2019** up to **1030 AM**. The submission and evaluation of bids will be carried out under the “*Single Stage Two Envelop Procedure*”. Technical bids will be opened by Technical Evaluation Committee, at PTA HQs on the same day at **1100 AM**, in presence of bidder’s representative, who may choose to attend.
- b. Bid will comprise of single package containing two separate sealed envelopes. One envelop will contain the “Technical Proposal” and the second envelop will contain the “**Financial Proposal**”. Technically qualified bidders will be informed the date, time and venue for the opening of financial bids. Financial bids of technically disqualified bidders will be returned un-opened.

- c. Bids should be sent at the address of Director (ICT) Pakistan Telecommunication Authority (PTA), Headquarters F-5/1, Islamabad.
- d. Bidder shall quote for all parts of the IT equipment mentioned above.
- e. Annex-A, Annex-B, Annex-C and Annex-D are integral part of technical and financial proposals, which may be read/filled carefully, signed and stamped by the bidders. Further, details of the annexures are mentioned below:
 - i. Annex-A consists of mandatory requirements for bidder(s)
 - ii. Annex-B consists of technical capabilities of bidder(s), which has total 100 marks, whereas minimum qualifying marks are 80%
 - iii. Annex-C consists of technical evaluation of the product and bidder(s) may quote higher specs, however, quoting lower specs shall disqualify the bidder
 - iv. Annex-D, comprises of financial bid format, to be followed by all bidders, the bidder should quote its rates clearly for each part, in the financial proposal in both figures and words without any ambiguity.
- v. Draft Agreement is also part of this tender document and will be signed with lowest winner bidder.

BIDDER'S INFORMATION

- a. Name of Firm _____
- b. Date of establishment of business
(documentary proof of registration etc.) _____
- c. Address _____
- d. Telephone No _____ Fax No. _____
- e. GST Reg. No _____
- f. National Tax No _____

2. EVALUATION CRITERIA

- a. Technical bids shall be opened and evaluated by technical evaluation committee in view of Annex-A, Annex- B and Annex-C. Bidder, obtaining at least 80% out of 100 marks, shall be eligible for the participation in financial bid opening.
- b. Financial bids shall be opened and evaluated by procurement committee of PTA i.e. PC-I as the case may be, on the basis of criteria given in Annex-D.
- c. Work will be awarded to **financially lowest bidder**.

- d. If two or more bidders quote equal lowest price in financial proposals, then the work will be awarded to the one having higher technical marks, in technical evaluation.
- e. The bidder should quote its rates clearly against **each part**, in the financial proposal in both figures and words. However, total amount of bid will be considered for evaluation/competition.

4. **EARNEST MONEY**

- f. Earnest money will be 2% of the bid amount and will be in the shape of pay order / demand draft in favor of Pakistan Telecommunication Authority, Headquarters, Sector F-5/1, Islamabad. Earnest money **shall be attached with the financial proposal otherwise proposal** will not be accepted.
- g. Earnest Money will be kept for minimum (3) years till the Hardware warranty and will only be released after confirmation of performance certificate from two ICT officers one of which should be the responsible IT Officer and the other should be officer in charge.
- h. Earnest Money will be forfeited in favor of PTA if the above mentioned officers reported hardware/software or any type of support issues related to the WAF.
- i. **Bids without earnest money will be rejected without any right of appeal.**
- j. **Earnest money of successful bidder will be retained till warranty period.** However, earnest money of unsuccessful bidders will be returned after award of supply order to successful bidder.
- k. In case of cancelation of Supply Order due to default of the supplier, the earnest money shall be forfeited in favor of PTA.

5. **PRICES:**

- a. **The bidder should quote its rates clearly in Pak Rupees** inclusive of all applicable taxes i.e. GST etc. **in the financial proposal and amount in both figures and words as per format attached at Annex-D**
- b. The rates quoted shall remain valid for 90 days from the date of opening of Technical Proposal.
- c. PTA will not bear transportation/carriage charges.

6. **PAYMENT PROCEDURE**

- a. No advance payment shall be made against the supply of equipment / software mentioned in the bidding document.
- b. Payment shall be made on provision of invoice/bill, after delivery of the equipment /software at PTA Headquarters and issuance of satisfactory completion/stock verification/physical inspection certificate by PC-I.

- c. Payment shall be subject to withholding of applicable taxes as per government rules and after successful installation of the equipment in the server.

7. EQUIPMENT

- a. IT equipment should be new, not used or refurbished. The components of the equipment should be assembled by the manufacturer and may be verifiable from manufacturer if deemed necessary.
- b. IT equipment / software should be arranged through the legal channels by clearing all customs/duties/taxes (if any) levied by Govt.
- c. In case of Hardware failure replacement, Hardware or VM version catering the essential traffic Should be configured in parallel till the arrival of the new similar procured Hardware, in order to avoid network exposure to attacks. (Certificate of emergency Backup should be attached),.

8. DELIVERY PERIOD

- a. Delivery of items shall be made within seven (7) weeks' time after issuance of supply order.
- b. Vendor will be responsible for the safe supply of equipment at PTA H/Qs Islamabad with the provision of warranty / support as mentioned in the bidding agreement.

9. AUTHORIZED DEALERPARTNER

Bidder shall be an authorized dealer/partner, having Tier 1 or Tier 2 partnership / dealership of the quoted brand. Current Certificate of dealership / partnership from principle manufacturer with Authorization letter is required in the name of the authorized dealer / partner of the manufacturer.

10. WARRANTY

- a. Vendor will be responsible for the provision of free at least 3 Years onsite warranty / support with labor and parts.
- b. The warranty period will be considered from the date of actual date of delivery of IT equipment.
- c. Configuration, installation and tuning will be the responsibility of the vendor.

11. PENALTY

- a) If the supplier fails to supply the items as per supply order or within due time. Then a penalty of 1% per week will be charged up to maximum period of four week. (Days less than six will be considered as one week). Thereafter, its supply order will be cancelled and his earnest money will be forfeited.

- b) A penalty of 1% of the earnest money per day will be charged if the faulty hardware replacement time exceeds the time mentioned, in the certificate provided as per Annex-B- part B-(3), **during the warranty period.**

12. **DISQUALIFICATIONS**

Proposals will be liable to be rejected if any deviation is found from the instructions as laid down in the bid document i.e.

- a. Financial bid is submitted without the required earnest money/performance guarantee.
- b. Offers are received after specified date and time.
- c. Specification and other requirements are not properly adhered to or different from those given in the bidding documents.
- d. GST and NTN certificates are not attached.
- e. Vendor is not in Active Taxpayer List (ATL) of FBR.
- f. Relevant experience is less than five years.
- g. Service center is not in Islamabad/Rawalpindi.
- h. Supplier is not an authorized dealer/partner and warranty provider of the principal manufacturer for Pakistan as per section 9 of this document.
- i. Any inferior product / spec / requirement that mentioned at Annex-C.
- j. Non-quoting International Branded items for any of the above hardware item will lead to disqualification.
- k. Non-production of dealer ship certificate with authorization letter.
- l. Ex-Stock Equipment is not allowed; new verifiable order shall be placed for the all equipment.
- m. Non-production of both Authorization letter and Partner certificate.
- k. **Certificate of earnest money is not attached with technical proposal.**

13. **AFFIDAVIT**

Affidavit on **Judicial Paper** to the effect that the firm has not been black listed by any government/semi government/autonomous body or company.

14. **RIGHTS RESERVED**

Pakistan Telecommunication Authority Islamabad reserves the rights to cancel the bid, accept or reject any bid as per PPRA Rules.

CHECKLIST

- a. Earnest money in shape of bank draft/pay order. (Yes/No)
- b. Performance Gurantee in shape of bank draft /pat order (Yes/No)
(cheques are not acceptable)
- c. Relevant documents for Annex A-C(Yes/No)
- d. List of such projects handled with copies of supply order. (Yes/No)
- e. List of clients with telephone numbers and addresses. (Yes/No)
- f. List of employees including technical staff for this project. (Yes/No)
- g. Affidavit on legal paper for not being black listed. (Yes/No)
- h. Copies of authorized dealership/partnership etc. of the (Yes/No)
principal manufacturer for Pakistan.
- i. Specification and other requirements are met (Yes/No)
- j. Service center is at Islamabad/Rawalpindi (Yes/No)

Director (ICT)

General Evaluation Part-A

Annex-A

Part A) Mandatory Requirement *	
1	Firm has to produce Sales Tax and Income Tax Registration.
2	Vendor should be in Active Tax Payer List of FBR.
3	Firm has to produce Authorization dealer, partner, etc Certificate of the principal/manufacture for Pakistan as per section 9 of this bidding document with authorization letter. Tier 1 and Tier 2 partners /resellers only. (Current Partners Only)
4	Firm shall be authorized warranty provider on behalf of manufacturer, or principle manufacturer can also submit warranty certificate. Documentary proof required.
5	Minimum Five years of relevant experience of the vendor
6	Sales and Service Centers at Islamabad / Rawalpindi
7	Submission of affidavit on Judicial Paper to the effect that the firm has not been black listed by any government/semi government/autonomous body or company.
9.	Submission of minimum of three supply orders as per Sr.No.6. Annex-B
10.	Certificate of Backup Solution whether VM or Hardware shall be provided as referred at Sr. 7(c) above.

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with technical proposal.

Non-fulfilling any of the above requirement will result into disqualification of bid.

Technical Capabilities of Bidder Part-B

Annex-B

Part B) General Evaluation*				
Sr. #	Attributes	Max. Score	Points Earned	Criteria
1	Detail of Offices	10		Firm has sales and services offices at four (4) provincial headquarters with proof of authorized service provider from principal manufacturer. Two and half (2.5) points for each provincial capital head quarter.
2	Spare Parts Availability	10		Firm has Spare Parts of the quoted model Depot/facility at Islamabad / Rawalpindi.
3	Replacement time for faulty under warranty equipment/parts (Certificate has to be produced with technical proposal) (Clause 7(c) referred)	20	20	Parallel Virtual Machine or Hardware as an emergency backup should be configured to avoid any service disruption in case of Primary Hardware fails. (In case of Hardware it shall only cater for security services on 1G Port only)
4	Total strength of relevant Technical Staff at Rawalpindi / Islamabad (List shall be attached with name, designation, qualification and related experience).	15	15	Firm has ten (10) or more relevant technical staff in Islamabad / Rawalpindi.
			10	Firm has more than seven (7) or more up to nine (9) relevant technical staff in Islamabad / Rawalpindi
			5	Firm has five (5) or more up to six(6) relevant technical staff in Islamabad / Rawalpindi
5	Firm Experience (minimum 5 years' experience required)	20		(4) points will be given for each year of experience, beyond 5 years of mandatory requirement.
6	Projects completed of similar nature (documentary proof be provided i.e. Supply Orders etc.)	25		Five points will be awarded for each project of same nature on provision of supply order/certificate.(Max Five Supply Orders-Minimum Three) i. Supply of 1 or above Network or WAF Firewall in single supply order
Sub Total		100		
Minimum qualifying marks are 80% in above table whereas Annex "C" shall be compulsory. All supporting Documents to be attached for all relevant pages of Annex-B.				

Detailed Specifications of Hardware Based Web Application Firewall with minimum 2 X 10 G Ports	
S.No.	Requirements
1.	Should provide an integrated solution to safeguard user access to web.
2.	Must support to block SQL injection, Remote File Injection, Cross Site Scripting, improper input handling, Content Spoofing.
3.	Must support multiple deployment modes like reverse proxy, offline protection, transparent proxy, WCCP
4	MUST inspect HTTP, HTTPs to prevent attacks, MUST support SSL/TLS offloading, and Should support both a positive security model (whitelisting) and a negative security model (blacklisting)
5.	Should support both signatures based and rule-based security models.
6.	Should have preconfigured repository of rules and support custom security rules.
7.	Should have with pre-configured comprehensive and accurate list of known attack signatures and allow signatures to be modified or added by the administrator.
8.	Should support automatic updates to the signature database, ensuring complete protection against the latest application threats.
9.	Must inspect HTTP and HTTPS(SSL inspection) requests and responses.
10	The proposed solution should natively support HTTP2 as well as HTTP1.x
11.	Should block or reject a request from IP addresses in a specific reputation category.
12.	Should have Reputational Base Service which can provides a near- real time live feed of Malicious ips, botnets, phishing URLs, anonymous proxies, spams.
13.	Should be able to protect Web applications from Credential Stuffing
14.	The proposed solution must provide authentication mechanism of LDAP, RADIUS, SAML, SSL Client Certificate, CAPTCHA, Browser Enforcement, Site Publishing and Single SignOn.
15.	The device should support Web-Anti-Defacement to monitor for defacement attack and if attack is detected, automatically reverse the changes.
16	Should block the brute force attack against access controls
17.	Must validate all types of input, including URLs, forms, cookies, query strings, hidden fields, and parameters, HTTP methods, XML elements and SOAP actions.
18.	Must be equipped with DLP capabilities to prevent leakage of confidential information
19.	Should support protection from Network and Application Level DoS
20.	Should provide Content routing for HTTP, X-Forwarder.
21	Should be able to provide Caching and hardware Compression on the box.
22.	Should have "anti-automation" protection, which can block the automated attacks using hacking tools, scripts, framework etc.
23.	Should support Antivirus scanning for uploaded files (on board or third party Antivirus Integration)
24.	Should support integration with SIEM solutions
25.	Must have onboard machine learning capabilities for advanced behavioral threat detection
26.	Should support URL Rewriting, and Layer-7 Server Load Balancing
27.	Should support load balancing based on Round-Robin, Weighted Round-Robin, Least Connection, URI/Full URI Hash, Host Hash, Host Domain Hash & Domain Hash.
28.	Should be capable of supporting persistency features like, Persistent IP, Persistent Cookies, Insert Cookies.
29.	No restriction on web applications and websites licenses.
30.	The proposed solution should support at-least below mentioned values
31.	HTTP Throughput = 1.2Gbps or above

32.	HTTP (TPS) Transactions per Second = 38,000 or above	
33.	New HTTP connection/sec = 34,000 or above	
34.	HTTP concurrent connection = 800,000 or above	
35.	HTTPs Throughput = 700 Mbps or above	
36.	HTTPs TPS Transactions per Second = 18,000 or above	
37.	New HTTPs connection/sec = 9000 or above	
38.	HTTPs concurrent connection = 650,000 or above	
39.	Interfaces = 2x10G SFP+ , 4 x 1G RJ45 or more	
40.	Processor = 1 X 2-Core Intel Xeon processor or more	
41.	Memory = 16GB DDR4 or more	
42.	Hard Drive = 500GB or more	
43.	Power Supply = Dual hot swappable	
44.	Report events via standard mechanisms, for example, to a syslog or SNMP (v1/v2c & v3) server or a SIEM solution	
45.	Reports based on PCI Compliance, Attack Activities, Traffic Activities, Event Activities in multiple formats like, HTML, PDF, MS-Word, Text & MHT with the capability of sending these reports to Email/Group of Email Addresses and FTP Server.	
46.	The solution should be able to locally store event, alert, traffic information must support transferring of all logs type to an external syslog server.	
47.	The logging information should include source - destination connection, extensive packet header, raw & hex body presentation, signature match and pattern match.	
48.	The solution should be able to provide top attacks, top source and countries of attacks in GUI, The proposed Should be able to provide PCI DSS compliance and reporting	
49.	The proposed solution should have capability to group incidents with violation correlation, data-analytics, botnet analysis, blocked ip, client device management dashboards. Zoom-able world map with color coding of attacks	
50.	Should provide a Vulnerability Assessment and provide a detailed Assessment Report for the monitored WEB Application(s)	
51.	The solution should support role-based access control	
52.	Support integration with external user authentication methods for management access: Active Directory, LDAP, RADIUS	
53.	Should provide an integrated solution to safeguard user access to web.	
54.	Must (at least) cover the OWASP Top 10 web application security vulnerabilities	
55.	Must support multiple deployment modes like reverse proxy, offline protection, transparent proxy, WCCP	
56.	Should support to Block application layer DDOS Attacks	
57.	MUST support SSL/TLS offloading	
58.	Should support both a positive security model (whitelisting) and a negative security model (blacklisting)	

Any inferior Specifications will be rejected

Multiple options are not allowed; vendor should Quote only one option. Quoting multiple option will lead to disqualification.

Financial Proposal (Bid Format)

Annex-D

Date _____

Company Name _____

Required Specification	Quoted Specification (With Brand Name)	Unit Price Inclusive of GST	Qty	Total Price Inclusive of GST
Web Application Firewall with Minimum 2 X 10GE SFP+ ports with 4 X 1G ports and management port with Advance 3 years Hardware Warranty, (3 years advance support 24 x 7) and with 3 years security update (Advance Security License)			1	
3 Years Advance Bundle Security updates including all supported security profiles i.e. IP Reputation, credential stuffing, layer 7 DDOS Defense Service etc			1	
SFP+ and SFP Modules (Supported and approved by brand manufacturer) for connectivity with Cisco Nexus and Cisco 3560 switches.			2 X SFP +, 4 X SFP (optics) With 6 X Multimode cables	
Total				

Amount in words: (Rupees-----)

FINANCIAL BID not accompanied with earnest money will be rejected without any right of appeal.

Multiple options are not allowed; vendor should Quote only one option. Quoting multiple option will lead to disqualification.

Authorized Signature of bidder with seal stamp

AGREEMENT

(To be executed on Rs.100/- Judicial paper)

THIS Supply, installation, Configuration and tuning of Hardware Service Agreement (the "Agreement") is made on this day _____ 2019;

By and Between

Pakistan Telecommunication Authority, a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its principle office at PTA H/Q, F-5/1, Islamabad (hereinafter referred to as "Client" which expression shall where the context admits include its administrators and assigns) of the One Part

And

_____ through Mr..... bearing CNIC..... having place of business at..... hereinafter referred to as "**the Authorized Dealer/Partner/Supplier**," which expression shall where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assigns) of the **Other Part**

(If when and where applicable the Party of the One Part and Party of Other Part shall hereinafter be collectively referred to as 'Parties' and individually as 'Party' as the context of this Agreement requires).

WHEREAS

- A. Client is desirous of procuring & installation **Web Application Firewall** (hereinafter referred to as "**WAF**") for its Data Centre located at HQs Building at F-5/1, Islamabad and have them delivered/supplied and installed and subsequently maintained and supported by the Dealer/Supplier in accordance with the terms of this Agreement;
- B. The Authorize Dealer/Supplier is a _____ (*details of incorporation*) being engaged in the business of supplying electrical, electronic equipment, has agreed to provide supply, deliver & install and thereafter maintenance services of the **WAF** at Client Data Centre at HQs Building on the terms and subject to the conditions as set forth hereunder.
- C. The Authorize Dealer/Supplier represent that it has the relevant expertise and holds valid and subsisting licenses/permissions, authorizations/approvals required from the Government of Pakistan, and that it has the requisite expertise and resources to provide top quality of requisite supply and installation/Configuration of **WAF** as per Bill of Quantity ("BoQ") to the Client in accordance with highest industry standards and satisfaction of the Client. The Authorize Dealer/Supplier undertakes that the services shall be provided only through the staff/labour/workforce that has the requisite expertise and experience in this regard.
- D. Upon the basis of the representations and warranties of the Contractor contained herein, the Client wishes to appoint the Contractor to provide the Supply, Installation, configuration and tuning of Web Application Firewall in Client Datacentre at HQ Building premises;

NOW THEREFORE, for the consideration provided herein the representation and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the Client and Contractor hereby agree as follows:

1. Scope of Agreement

Subject to terms and conditions of this Agreement the Contractor agrees to Supply, Installation, configuration and tuning of Web Application as per requirements prescribed under **Bidding Documents and its attached Annexure-A, B, C, D;**

2. Agreement Documents

2.1 In this Agreement, except as otherwise provided, the words, expressions and/or phrases shall have the meanings as defined in the Agreement and documents attached as **Annexure-A, B, C, D.**

2.2 The following documents shall be deemed to form, and be read and construed as, part of this Agreement:

- a) Invitation to bid
- b) Bidding documents
- c) Bill of Quantity (BoQ)
- d) General conditions of Contract/ Special Stipulations.
- e) Addenda and Corrigenda, if any, issue by the clients and duly accepted by the contractor at the signing of the Contract.
- f) Earnest money/ Tender Guarantee
- g) Form of Agreement/ Contract Agreement
- h) Clients order to commence the work.
- i) Limit of Earnest Money.
- j) Any Correspondence by the Clients/Supplier mutually accepted by the Client and the Contractor.

3. Term

3.1 Upon signing of this Agreement the Authorized Supplier/Partner shall be obligated to start the work on specified location by Client within _____ and complete it within projected time _____ calendar days. In case of failure Client will be entitled to deduct any amount payable to Supplier/Partner and assign the work to any other Supplier/Partner at its discretion.

4. Termination

4.1 Notwithstanding anything herein contained Client shall be exclusively entitled to terminate this Agreement

- a. without advance notice, in case the Supplier/Partner is in breach of any of the terms of this Agreement, or in case Client is not satisfied with the installation Services or quality of **WAF** being supplied/provided by Supplier/Partner;
- b. Without cause, by giving three (03) days advance written notice to the Supplier/Partner.
- c. If the Supply, Installation, Configuration and tuning of WAF do not meet the specifications, terms & conditions mentioned in bidding documents attached as **Annexure-A, B, C, D.**
- d. In case of such termination, the Supplier/Partner shall only be paid for Services actually rendered up to the date of termination or material supplied as per specification, and any advance payment in respect of services not performed or in respect of period falling after the

effective date of termination shall be refunded by the Supplier/Partner within seven (07) days.

4.2 The Client, shall not, because of expiration or termination of this Agreement, be liable to the Supplier/Partner for any compensation, reimbursement, or damages because of the loss or prospective profit or because of expenditures or commitments incurred in connection with the business of the Supplier/Partner.

5. Deliverables

5.1 The work should be of best quality and as per technical specifications mentioned in the BOQ/Estimates.

6. Charges

6.1 In consideration of rendition of the Supply, Installation, Configuration and Tuning of WAF by Contractor the Client shall pay the Supplier/Partner, charges as specified in **Tender Document** to the complete satisfaction of the Client.

6.2 All amounts paid to the Supplier/Partner as per above clauses are inclusive of all taxes, levies, duties, and any other deduction related thereto etc. and are acknowledged by the Supplier/Partner to be adequate and sufficient consideration for the rendition of supply and installation Services by the Supply, Installation, Configuration and Tuning.

6.3 All payments to be made by the Client to the Supplier/Partner shall be subject to such deductions and withholding as are required by prevailing laws which shall be to the account of the Supplier/Partner.

7. Invoice

7.1 The Supplier/Partner shall submit its Invoice in accordance with the rates/charges specified in **Annexure-D** hereto.

7.2 The Supplier/Partner shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its staff/workers who shall be deputed for the Services at the Client's Building.

7.3 The Supplier/Partner undertakes to fully indemnify and hold harmless the Client against any claims, losses, damages, or expenses in relation to injury or death to any persons or loss or damage to property arising out of the performance of supply and installation Services.

7.4 The Supplier/Partner and its staff /employees shall be bound to obey safety rules and other regulations prescribed by the Client on its premises. Any losses/damages suffered by the Client due to omission on the part of the Contractor, his staff/employees to abide by this condition shall be the sole liability of the Contractor and it may result in termination of the Agreement by the Client at its sole discretion.

8. Confidentiality

The Authorized Supplier/Partner, its/his staff, workers, employees, personnel, agents or any other person acting for him and/or on his behalf shall hold in confidence and complete confidentiality and all documents and other information supplied to the Contractor and his Employees personnel, agents etc. by or behalf of the Client or which otherwise came/come into its/his/their knowledge and relates to the Client or any of its project.

9. Indemnification

The Supplier/Partner shall indemnify and hold harmless the Client, its Chairman, Directors, Member Offices, Employees and other Personnel against any and all claims, damages, liabilities, losses, and expenses, whether direct or indirect, or personal injury or death to persons or damage to property arising out of (i) any negligence or intentional act or omission by the Contractor or his employees, personal , agents, etc. in connection with the Agreement, or (ii) arising out of or in connection with the performance of his obligations under this Agreement.

10. Resolution of Disputes

10.1 All disputes arising under this Agreement, whether during the term of this Agreement or after the termination or expiry of this Agreement shall be referred to (i) Purchase Committee-I (PC-I) of the Client for amicable settlement /resolution of the dispute at first stage. (ii) In case of failure in settlement, at the second stage the case will be referred to the Authority of the Client through Director (Administration). The decision of the Authority to settle the issue amicably will be final and will not be challenged at any forum including court of Law. (iii) In the event of failure of amicable settlement of dispute as above, either party may refer the dispute to Arbitration under the provision of Arbitration Act, 1940 and the rules issued thereunder, at Islamabad, Pakistan.

10.2 No All variations amendments and in or modification to the terms of this Agreement shall be made, except in writing and shall be binding only if duly agreed and signed by both the parties or their duly authorized representatives.

11. Force Majeure Event

11.1 Neither Party shall be held responsible for any loss or damage or failure to perform all or any of its obligations hereunder resulting from a Force Majeure event.

11.2 For the purpose of this Agreement a "Force Majeure Event" shall mean any cause(s) which render(s) a Party wholly or partly unable to perform its obligations under this Agreement and which are neither reasonably within the control of such Party nor the result of the fault or negligence of such Party, and which occur despite all reasonable attempts to avoid, mitigate or remedy, and shall include acts of God, war, riots, civil insurrections, cyclones, hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, epidemics or plagues, acts or campaigns of terrorism or sabotage, blockades or acts of Governmental Authority after the date of this Agreement.

11.3 The Party initially affected by a Force Majeure shall promptly but not later than seven (07) days following the Force Majeure event notify the other of the estimated extent and duration of its

inability to perform or delay in performing its obligations (“**Force Majeure Notification**”). Failure to notify within the afore-said period shall disentitle the Party suffering the Force Majeure from being excused for non-performance for the period for which the delay in notification persists.

11.4 Upon cessation of the effects of the Force Majeure the Party initially affected by a Force Majeure shall promptly notify the other of such cessation.

12. Governing Law

The provisions of this Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the prevailing laws of Pakistan.

13. Waiver

A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

14. Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

15. Amendment

All addition amendments and variations to this agreement shall be binding only if in writing and signed by the Parties or their duly authorized representatives.

16. Assignment

This Agreement may not be assigned by either party to other than by mutual agreement between the Parties in writing.

17. Annexure

Annexure-A and **Annexure-B** pertaining to i. Financial Proposal and ii. Technical Evaluation Criteria/Company Profile iii. Advertisement, iv. Tender/Bidding Documents V. Special stipulations (if any) vi. Addendum/Corrigendum (if any). These **Annexures** along with all documents forms an integral part of this Agreement and has to be read and construed as such this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands the day, month and year first above written.

For and Behalf of Client.

For and on Behalf of: Supplier/Partner

By : _____
Name: _____
Title : _____
Signature : _____
Date : _____

By: _____
Title : _____
Name : _____
Signature : _____
Date : _____

Witnesses

1. _____
Name _____
CNIC _____

2. _____
Name _____
CNIC _____