



Government of Pakistan
NATIONAL INFORMATION TECHNOLOGY BOARD (NITB)



Government of Pakistan
NATIONAL INFORMATION TECHNOLOGY BOARD
(NITB)

Request for Proposal
Purchase of IT Equipment and Support Renewal
Tender No. NITB-PMO-4(15)/2024/01

September, 2024

www.nitb.gov.pk



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Data Sheet

Bid Selection Method	Single Stage - Two Envelope: The method of selection is: Quality and Cost Based Selection (QCBS). This RFP is available under the Tender link of following websites https://nitb.gov.pk and https://www.ppra.org.pk		
Bid Security	Bid Security		
	Sr. No.	Lot Title & No.	Amount (PKR)
	1	Lot 1: Laptop & Desktop, iMac	700,000
	2	Lot 2: Printers	150,000
	3	Lot 3: Scanner	80,000
	4	Lot 4: Desktop for animator	24,000
	5	Lot 5: Palo Alto 820 Firewall Renewal and Support Services	200,000
	6	Lot 6: Video Conference Equipment	100,000
	7	Lot 7: Passive network	200,000
Deliverables	<p>For Supply, Installation, Commissioning, Configuration, Integration & testing</p> <p>Lot-1 Laptops, Desktops Computers, iMac</p> <p>Lot-2 Printer LaserJet, Portable Printers Color, Color Laser Printer</p> <p>Lot-3 Scanner ADF</p> <p>Lot-4 Desktop for Animator</p> <p>Lot 5 Firewall support and license renewal</p> <p>Lot 6 Video Conference Equipment</p> <p>Lot 7 Ruckus Virtual Smart Zone support renewal, Ruckus Access Point Wifi 6E 550 indoor</p> <p>Passive network: Installation of 50 LAN Nodes, Fiber splicing 80 cables, 01x 9U Data Cabinet imported, ODF 8 Port x 02, Fiber Cable 12 Core 200 Mtr, Fiber Cable 72 Core 200 Mtr or higher.</p>		
Contact Person	<p>Deputy Directory (Admin)</p> <p>Email: ddadmin@nitb.gov.pk</p> <p>Phone: 051-9265063</p>		
Language	Proposals should be submitted in English language		



Currency	All prices should be quoted in Pak Rupees
Taxes	The quoted price should include all applicable taxes
Proposal Validity	Proposals must remain valid for 60 days after the submission date
Bidder must submit	Two (02) copies of both Technical and Financial proposals (One marked as original and one marked as photocopy) A printable and searchable copy in a USB flash drive of the Technical Proposal must be in the Technical Proposal envelope and a printable and searchable copy in a USB flash drive of the Financial Proposal must be in Financial Proposal envelope
Proposal Submission Address	NITB, Plot No. 24-B, Street No. 06, Sector H-9/1, Islamabad
Pre Bid Meeting	A Pre-bid meeting will be held in the premises of the National Information Technology Board (NITB) on 18th September, 2024 at 11:00 am , at Plot no 24-B, Street No. 6, Sector H-9/1, Islamabad.
Submission Date & Time	Both the Technical Proposal & Financial bid must be submitted in two different sealed envelopes on or before 30th September, 2024 at 11:00 am . Technical Proposal shall be opened on the same date at 11:30 am. *Note: Any Technical Queries may be forwarded via email to DD Admin (NITB) within 10 days of publishing of this RFP document.

Executive Summary

National IT Board (NITB) is an autonomous board and is mandated to undertake and coordinate e-government initiatives at Federal Ministries/Divisions and Departments, provide consulting and advisory services in acquiring and implementing IT solutions as well as IT capacity building of staff of these organizations. NITB intends through this tender to purchase the following items along with installation & configuration services from the eligible bidders. After sale support, warranty and trainings with certification is also required (if applicable).

1. Invitation to Bids

The National Information Technology Board (hereinafter called "NITB" and/or the 'Procuring Agency') intends to invite bids against this RFP titled "Supply of (IT Hardware, Renewal of Licenses & Passive work) from eligible Bidders.

1.1 PPRA Rules to be followed

Public Procurement Regulatory Authority (PPRA) Rules (Public Procurement Rules, 2004) will be strictly followed. These may be obtained from PPRA's website.

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Public Procurement Regulatory Authority Rules, 2004.



1.2 Mode of Advertisement(s)

As per Rule 12, this RFP is being placed online at PPRA's and NITB websites, as well as being advertised in print media.

Bidding document containing detailed instructions, terms and conditions and this advertisement can be downloaded from NITB and PPRA websites.

1.3 Type of Open Competitive Bidding

As per PPRA rule 36 (b), Single-Stage - Two Envelope Procedure shall be followed.

- The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial Proposal and the technical Proposal.
- The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion.
- Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened.
- The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the Procuring Agency without being opened.
- Technical Proposal shall contain separate envelop for Bid Security lot wise which will be opened along with Technical Proposal.
- The Bidders will be first checked for the eligibility, as per the requirements in ‘Eligibility Criteria’. Thereafter, all eligible bidders shall be shortlisted against the technical requirements.
- The shortlisted Bidders will be technically evaluated and those securing a minimum of 70 marks in the technical evaluation will be qualified for Financial Evaluation.
- In case of only one bidder secures equals to or greater than 70 marks in technical evaluation, NITB may decide to lower the cut-off score for technical qualification but not less than 60 marks.
- After the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publicly at the time, date and venue announced and communicated to the bidders in advance, within the bid validity period.
- The financial Proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.
- The contract may be awarded to bidder(s) securing highest combined score of Technical plus Financials Bids. The overall bid score has been divided as follows:
 - Technical Proposal Evaluation carries 70% weightage.
 - Financials Proposal Evaluation carries 30% weightage.
- The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of a bid or Proposal. The Procuring Agency shall upon request communicate to any Bidder who submitted a bid or Proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.
- The Procuring Agency shall incur no liability, solely by virtue of its invoking Rule 33(1) towards Bidder who have submitted bids or proposals.
- Notice of the rejection of all bids or proposals shall be given promptly to all Bidders that submitted the proposals.

2. Instructions to Bidders



2.1 Language

The Bid and all documents relating to the Bid, exchanged between the Bidder and the Procuring Agency, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Bid.

2.2 Bid Document

The bid document can be downloaded from the NITB or PPRA websites.

2.3 RFP Clarifications and Questions

To ensure fair consideration for all Bidders, NITB prohibits communication to or with any department, officer or employee during the evaluation process.

No bidder shall be allowed to alter or modify his bid after the bids have been opened. However, the Procuring Agency may seek and accept clarifications to the bid that do not change the substance of the bid.

Any request for clarification in the bid made by the bidders shall invariably be in writing through email to DD Admin (NITB).

2.4 Pre-Bid Meeting

A pre-bid meeting may be scheduled as mentioned in the Data Sheet above to respond to queries of interested bidders.

Queries from the Bidders (if any) for seeking clarifications regarding the specifications of the supply and services must be received in writing to the NITB. Only written queries will be responded in the pre-bid meeting. NITB reserve the right not to address any queries made verbally, over the phone or through any other verbal medium.

Bidders should note that during the period from the advertisement of the RFP till the receipt of the bids, all queries should be communicated to a dedicated contact person, mentioned in this document, in writing via e-mail or postal mail only. Please include the following reference as the subject of your email/letter: "Supply of (IT Hardware, Renewal of Licenses & Passive work)".

Response to any Participant's inquiries will be made in writing by NITB in a timely manner to all prospective Participants. Any oral interpretations or clarifications of this RFP shall not be relied upon.

Bidders are also required to state, in their proposals, the name, title, fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

Any changes or clarification resulting from the pre-bid meeting will be shared in writing by NITB. NITB will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.



2.5 RFP / Bid Price

The quoted price shall be:

- In Pak Rupees
- Inclusive of all taxes, duties, levies, insurance, freight, etc.
- Best / final / fixed and valid until completion of all obligations under the resultant contract i.e. not subject to variation/escalation.
- Including all charges up to the delivery point / closeout.
- If not specifically mentioned in the Bid, it shall be presumed that the quoted price is as per the requirements given in this document, where no prices are entered against any item, the price of that item shall be deemed to be free of charge, and no separate payment shall be made for that item(s).
- Withholding Tax, Sales Tax and Other Taxes: The Bidder is hereby informed that the NITB will deduct applicable tax(es) at the rate prescribed under the Tax Laws of Federal Government of Pakistan, from all payments for products and services rendered by any Bidder who signs a contract with NITB.

2.6 RFP Schedule

Critical dates and milestones in connection with this RFP.

2.6.1 Timeline of the project:

Delivery Time will be as mentioned in the technical evaluation, “Time lines for Delivery”, and agreed by the Vendor/bidder in writing at the time of the technical bid submission on affidavit duly notarized.

2.6.2 Ownership of the project:

All the equipment and related software in the project shall be the property of the Procuring Agency with packages and licenses.

3. Confidentiality

The Bidder (whether or not he submits a Proposal to the RFP) shall treat this RFP document and its details as confidential. No information pertaining to this RFP or the examination, clarification, evaluation, comparison and award of this RFP shall be disclosed to other Bidders or any other persons not officially connected with the RFP process, including, but not limited to, the Bidder's own affiliate companies and subsidiaries. The Bidder is not permitted to make any public announcement or release any information regarding this RFP without NITB's prior written approval.

NITB reserves the right to share the Bidder's response to this RFP with its advisors and affiliates. In the event the Bidder commits a breach of confidentiality, NITB reserves the right to disqualify the Bidder from this RFP process and furthermore not include the Bidder in any future similar exercises.

NITB is not responsible for declaration of the short-listed Bidder(s).



The Bidder shall state clearly those elements of its response that it considers confidential and/or proprietary. Failure to properly identify and mark confidential or proprietary information may result in all information received being deemed non-confidential, non-proprietary, and in the public domain.

3.1 Notices

In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Parties, the same shall be:

In writing

- Issued within five (05) working days.
- Served by sending the same by courier or registered postal mail to their principal office as they shall notify for the purpose and.
- The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

3.2 Joint Venture

No Joint Venture is allowed for and under this RFP.

3.3 Corrupt Practices

NITB requires that bidders / contractors, observe the highest standard of ethics during the procurement and execution of resultant contract and refrain from undertaking or participating in any corrupt or fraudulent practices.

NITB will reject a proposal and award of contract, if it determines that the bidder participated in the bidding process or recommended for award was engaged in any corrupt practices or has been blacklisted by any other entity.

Any false information or misstatement on the part of the bidder will lead to disqualification/ blacklisting/ legal proceeding regardless of the bid price or quality of the products.

3.4 Penalty

- a) If the bidder fails to complete the work/assignment within the given timeline as defined in the ToRs and the resultant contract, a penalty of 1% of the total contract value per week (five working days will be considered as one week) will be charged up to a maximum of 20% of the contract value. Thereafter, the work order may be canceled, the contract may be terminated and (in addition to imposing and recovering the penalty) the Performance Guarantee will be forfeited.
- b) In case of non-satisfactory support and maintenance services by the bidder during the contract term and as determined by the NITB, the Penalty at rate of 0.1% per day will be deducted from the performance guarantee submitted at the time of the contract signing.

3.5 Warranty /Support & Maintenance Services

The successful bidder shall provide a comprehensive three (03years) warranty along with onsite support and maintenance during this period. It will be the responsibility of the successful bidder to rectify any defects and provide services such as preventive



maintenance, configuration of equipment, problem rectification within the permissible downtime and backup equipment inventory. The necessary patches, upgrades and updates as and when released by the OEM shall also be provided during the warranty period so as to ensure that the system is functioning to provide the best performance.

4. Indemnification

The bidder will, at its own expense, indemnify and hold harmless NITB, and their respective officers, directors, employees, representatives, licensees and agents from and against and in respect of any and all claims, liabilities, allegations, suits, actions, investigations, judgments, deficiencies, settlements, inquiries, demands or other proceedings of whatever nature or kind, whether formal or informal, brought against NITB or any of their respective officers, directors, employees, representatives, licensees or agents, by any third parties against and in respect of any and all damages, liabilities, losses, costs, charges, fees and expenses, including without limitation reasonable legal fees and expenses, as and when incurred, relating to, based upon, incident to, arising from, or in connection with any claim or allegation with regard to any misrepresentation by the bidder, breach of any provision of this document by the bidder, negligence or willful misconduct of the bidder, infringing in any manner any copyright, trademark, intellectual property, trade secret or patent of any third party. The foregoing obligation is subject to NITB giving bidder a prompt written notice of any claim and giving the bidder sole control of the defense of such claim. Bidder agrees that it may not, without NITB's prior written consent, as the case may be, enter into any settlement or compromise of any claim that results in any admission of liability or wrongdoing on the part of NITB, as the case may be.

To the fullest extent permitted by law, the bidder shall indemnify and hold harmless NITB and their respective officers, directors, employees, representatives, licensees and agents from and against claims, damages, losses and expenses, including but not limited to legal fees, arising out of or resulting from performance of the work under this document in relation to any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death to the bidder's personnel or any third party hired by the bidder or to injury to or destruction of tangible property.

5. Preparation of Bid

5.1 Cost of Bidding

The issuance of this RFP and the receipt of information in response to this RFP shall not in any way cause NITB to incur any liability or obligation to the bidder (and /or any proposed Subcontractor(s), if any), whether financial or otherwise. NITB assumes no obligation to reimburse or in any way compensate the bidder for costs and/or expenses incurred in connection with the bidder's Proposal in response to this RFP. All costs and expenses incurred by the bidder (and/or any proposed subcontractor(s), if any) pertaining to all activities in the preparation, submission, review, selection and negotiation of the bidder's Proposal in response to this RFP shall be borne by the bidder (and/or any proposed subcontractor(s), if any).

5.2 Bid Security

In accordance with Rule 25, the Bidder will submit a bid security lot wise in shape of Bank Draft/Bank Guarantee in favor of the National Information Technology Board.



- The Bid Security only issued by a scheduled bank of Pakistan will be acceptable. Cheques will not be acceptable in any case. Bid security of the successful bidder will be returned once the Performance Guarantee is submitted to NITB.
- The bid security (in a separately sealed envelope) shall be part of technical bid envelope, and failing to do so will cause rejection of the bid.
- Bid security envelope will be opened at the time of opening of technical Proposal.
- The Bid Security shall be forfeited by the Procuring Agency on the occurrence of any/all of the following conditions:
 - If the Bidder withdraws the Bid during bid validity; or
 - If the Bidder, having been notified of the acceptance of the Bid by the Procuring Agency during the period of the Bid validity, fails or refuses to furnish the Performance Guarantee, in accordance with the Bid document.
- The Bid Security shall be returned to the technically unsuccessful bidder with unopened/sealed financial bid within one-month period.
- Validity of the Bid Security should be sixty (60) days minimum.

5.3 Technical Proposal

Bidders are required to submit the technical Proposal stating a brief description of the bidder's organization outlining their recent experience along with Data Sheet(s) of the product(s) bidder has offered

Refer [Annexure A](#) – Submittal Requirements for Technical Proposal.

5.4 Financial Proposal

The Financial Proposal shall be prepared using the standard form attached, duly signed by the authorized representative of the bidder.

The bidder shall provide its list of costs with all items described in the technical Proposal priced separately. Refer [Annexure B](#) – Submittal Requirements for Financial Proposal.

5.5 Payment Terms / Schedule

Payments will be made by NITB within Thirty (30) days against the invoice/s raised by the bidder by following the procedure in vogue against each milestone on production of following documents: Sales tax invoice duly signed and stamped by the organization.

NITB shall issue the Provisional Acceptance Certificate (PAC) after delivery, delivery challan shall be signed by Admin Department of NITB. Vendor shall be responsible to get the delivery challan signed-off.

There will be no Advance payment / mobilization fee.

Following is the payment schedule based on defined milestones:

Sr. No.	Milestones	Payment %	Remarks
1	Provisional Acceptance Certificate (PAC)* a) Supply of the equipment b) Signing off of delivery Challan c) Installation Configurations and Integrations with existing systems **	100%	For particular PO



2.	Release of performance guarantee ***** Upon FAC.	-	After compilation of Warranty Period as defined for each lot. Please note that upon unsatisfactory after sales support, the penalty will be invoked and deductions will be from performance guarantee
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**Provisional Acceptance Certificate (PAC) includes the sign-off from the nominated person(s) from NITB, for following:*

- *Delivery of Equipment*
- *Testing of Equipment*
- *License Bundles (if any).*

*** Installation & Configuration:*

- *Installation, Configuration & Integration with any 3rd Party Tool if Required.*

**** Final Acceptance Certificate (FAC) includes:*

- *Warranty Completion(1 Years) for Lot*

***** Release of performance guarantee:*

- *After the completion of One year for relevant lots and three-years of warranty time for Lot 6.*

5.6 Bid Currency

Bids are to be quoted in PKR.

5.7 Advice of Omission or Misstatement

In the event it is evident to a bidder responding to this RFP that NITB has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding bidder shall advise the NITB contact person of such omission or misstatement.

5.8 Bid Validity Period

The bid shall have a minimum validity period of sixty (60) days following the last date for submission of the bids. The Procuring Agency may solicit the bidders consent to an extension of the validity period of the bids. The request and the response thereto shall be made in writing. The validity of the Bid Security shall also be suitably extended.

5.9 Additional Charges

No additional charges, other than those listed in the financial Proposal, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to the site, setup, installation, and training (where applicable) etc.



5.10 Right to Request Additional Information

NITB reserves the right to request any additional information that might be deemed necessary during the bid evaluation process.

5.11 Right of Refusal

The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of a bid or Proposal. The Procuring Agency shall upon request communicate to any bidder who submitted a bid or Proposal, the grounds for its rejection of all bids or proposals but is not required to justify those grounds.

The Procuring Agency shall incur no liability, solely by virtue of its invoking Rule 33(1) towards Bidder who have submitted bids or proposals.

Notice of the rejection of all bids or proposals shall be given promptly to all bidders that submitted the proposals.

6. Submission of Bids

6.1 Sealing and Marking of Bids

Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the financial Proposal and the technical Proposal. Envelope shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion.

The bids along with the bid security, must be dropped at: National Information Technology Board. Technical Proposal must contain Sealed BID Security envelop which would be opened at time of opening of technical Proposal.

All submissions are due to the attention of the authorized person, no later than the date and time specified in this RFP. Any proposal received after the due date and time will not be accepted by NITB.

Proposal submissions must be organized according to the instructions provided in this document and separately packaged, sealed and identified as follows:

- Identify as Technical or Financial Proposal
- Title: Supply of (IT Hardware, Renewal of Licenses & Passive Work)
- NITB, Plot No. 24-B, Street No. 6, H-9/1, Islamabad, Pakistan.
- Proposal submissions must include the following copies:
- One (1) original version of the entire Technical Proposal with original signatures.
- One (1) envelope containing BID Security must be submitted along with technical Proposal.
- One (1) photocopied version of the entire Technical Proposal.
- One (1) softcopy containing the entire Technical Proposal.
- One (1) original version of the Financial Proposal with original signatures.
- One (1) photocopied version of the entire Financial Proposal.
- One (1) softcopy containing the entire Financial Proposal.

Softcopies of Technical as well as Financial Proposal are required to be submitted in the form of USB in the respective sealed envelopes. The files must be unprotected, editable, electronic documents and must be clear of any viruses, imbedded documents, or executable links.



6.2 Extension of Time Period for Submission of Bids

NITB may extend the deadline for submission of bids, if any of the following condition exists:

- If Procurement Committee is convinced that such extraordinary circumstances have arisen owing to law-and-order situation or a natural calamity that the deadline should be extended;
- The request for extension is received from more than three (03) bidders at least five (05) days before the last date for submission of bids; and
- If Purchase Committee decides to extend the deadline due to any administrative reason.

6.3 Late Bids

Late bids shall not be considered. Therefore, it is suggested that the response be sent in a manner that ensures it arrives on time, for example: through verifiable courier, registered postal mail or in person. Bids submitted through Fax, email, and non-registered delivery through Pakistan postal mail will not be considered.

6.4 Modification or Withdrawal of Proposals

Proposal modification and withdrawal terms and conditions are governed by PPRA Rules. Such Rules, laws and regulations shall always prevail at all times. Under no circumstances shall a bidder be allowed to modify or withdraw his Proposal if such actions are prohibited by the relevant bid Rules/laws.

6.5 Submittal Requirements

- For Technical Proposal, please ensure that the listed requirements in “[Annexure A](#)” are provided.
- For Financial Proposal, please ensure that the listed requirements in “[Annexure B](#)” are provided.

7. Opening and Evaluation of Bids

7.1 Opening of Bids by NITB

Initially the envelopes marked “TECHNICAL PROPOSAL” and “BID Security” shall be opened and envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the NITB without being opened. NITB shall evaluate the technical Proposal without reference to the price and may reject any proposal which does not comply with the specified requirements.

7.2 Modification of Bids

No bidder shall be allowed to alter or modify its bids after the expiry of the deadline for the receipt of the bids unless, NITB may, at its discretion, ask a bidder for clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no change in the prices or substance of bid shall be sought, offered or permitted.

7.3 Missing Information

Information requested in this document is aimed to evaluate the bidder and their system in a best possible way, therefore NITB encourage bidders to furnish the information as requested in this document. Any missing information shall be considered as not available.



7.4 Addendum or Supplement to Request for Proposal

At any time prior to the deadline for submission of the Bid, NITB may, for any reason, whether on its own initiative or in response to a clarification request by prospective bidder, modify the RFP by issuing addenda.

A summary of all questions and responses as well as any adjustments regarding the scope of this Bid - if any, will be prepared and distributed to all potential bidders that submitted their intent to bid (if any, changes will be reflected in the revised RFP published at NITB and PPRA Websites).

7.5 Shortlisting of the Bidders

Shortlisting will purely be based on the information provided in the submitted Proposal and related documents, where the eligible bidder would acquire at least 70 score in the given technical evaluation criteria.

7.6 Bidder Evaluation

Contract(s) shall be awarded at the sole discretion of NITB after evaluation of the bidder's Proposal, reference discussions, negotiations, determination of competitive advantage and cost. Bidder must have a satisfactory record of contract performance, integrity, business ethics, adequate financial resources (in the opinion of NITB) and vision to meet the contractual requirements contemplated in this RFP. By submitting a proposal, the Bidder warrants that:

- a) It is legally authorized to provide the subject solution(s) globally or locally,
- b) It is in compliance with all applicable laws and regulations,
- c) It is not prohibited from doing business with NITB/GoP by law, order, regulation or otherwise, and
- d) The person submitting the Proposal on behalf of the bidder is authorized to bind it to the terms of the Proposal.

An evaluation committee ("Technical Evaluation Committee") specifically formed for this RFP process will evaluate all submitted proposals. Proposals may be evaluated and eliminated without further discussions and at the sole discretion of NITB. NITB will be the sole initiator of discussions to clarify or negotiate the proposal offerings. The NITB evaluation committee will evaluate each Proposal based upon their understanding of the proposals. The NITB evaluation committee will conduct a fair, impartial and comprehensive evaluation of all proposals. If applicable, a contract shall be awarded, taking into consideration the best interests of NITB. The selection criteria is defined in subsequent section and may include:

- a) Experience of the bidder with similar projects, size and scope;
- b) Management and staff profiles;
- c) Solution differentiation and implementation approach;
- d) Details of Scalability, Performance, Integration, Configurability, Parameterization ;
- e) Cost/Value/Favorable contract terms & conditions.

NITB reserves the right to award a contract without any further discussion with the bidder(s) who have submitted proposals in response to this RFP. Therefore, proposals should be submitted initially on the most favorable terms available to NITB from a price, contractual terms and conditions, and technical standpoint. However, NITB reserves the right to conduct discussions with bidders who submit proposals that pass the initial screening process for the feasibility of the solution(s).

NITB is not under any obligation to reveal, to a bidder, how a proposal was assessed or to provide information relative to the decision-making process.



NITB shall evaluate a bidder's "confidence in its own ability to perform" based on a bidder's willingness to provide NITB with meaningful contractual assurances and remedies NITB may exercise in the event of that Bidder's non-performance.

7.7 Proposal Acceptance

A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature of the participant bidder or an officer of the participant bidder legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the participant of all terms and conditions including compensation, as set forth herein. A participant shall identify clearly and thoroughly any variations between its Proposal and the NITB's RFP. Bidders shall ensure that every page of their Proposals is duly signed and stamped.

7.8 Redressal of Grievances by the Procuring Agency

- Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances within seven days (07) of announcement of the technical evaluation report and five days (05) after issuance of final evaluation report.
- The GRC (Grievance Redressal Committee) shall investigate and decide upon the complaint within ten (10) days of its receipt
- In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report.
- Any bidder or party not satisfied with the decision of the GRC, may file an appeal before the Authority within thirty (30) days of communication of the decision subject to depositing the prescribed fee and in accordance with the procedure issued by the Authority. The decision of the Authority shall be considered as final.

8. Award of Contract

8.1 Award Criteria

NITB shall award the contract to the successful bidder, whose bid has been determined to be substantially responsive in the view of the requirements & expectations and has provided the most competitive bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

8.2 NITB's Right to Accept Any Bid and to Reject Any or All Bids

NITB reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids at any time prior to acceptance of a bid or proposal, without thereby incurring any liability to the bidder(s).

8.3 Notification of Award

Prior to the expiration of the period of bid validity, NITB will notify the successful bidder in writing by letter or by facsimile (to be followed in writing by letter), that his bid has been accepted. The notification of award will constitute the formation of the contract.



Upon the successful bidder's furnishing of the performance security, NITB will promptly notify each unsuccessful bidder.

8.4 Signing of Contract

Within Fifteen (15) days from the date of notification of the contract award, the successful bidder shall furnish to NITB particulars of the person who would sign the contract on behalf of the successful bidder along with an original power of attorney executed in favor of such person. Draft contract will be shared with the successful bidder only.

8.5 Performance Guarantee

Within (15) days of the receipt of notification of award of Contract from the Procuring Agency, the successful bidder will furnish the Performance Guarantee and sign the Contract. The value of Performance Guarantee shall be 10% of the contract value to be issued by any scheduled bank of Pakistan. The Performance Guarantee shall remain valid till FAC sign off i.e. upon expiry of the warrantee period.

8.6 RFP Response Ownership

All information, materials and ideas submitted become the property of NITB upon submission. NITB reserves the right to modify, reject or use without limitation any or all of the ideas from submitted information. All information, materials and ideas contained in the Bidder's Proposal can be used by NITB without any restriction, provided that NITB will not disclose any financial and pricing information the bidder designates as confidential with any other potential bidder. NITB reserves the right to share, disclose or discuss to any of its consultants any proposal in response to this RFP in order to secure expert opinion.

8.7 Integrity Pact

The successful bidder(s) shall upon the award of the contract execute an Integrity Pact with NITB. [Specimen is attached in [Annexure C](#)]

8.8 Non-Disclosure Agreement

The successful bidder(s) shall upon the award of the contract execute a Non-Disclosure Agreement with NITB. [Specimen is attached in "[Annexure D](#)"]

8.9 Contract Terms and Conditions

The successful bidder(s) shall upon award of the contract, agree and sign a formal contract with NITB, which shall be based on the terms and conditions in this document, PPRA contractual guidelines and NITB's contractual requirements.

Wherever in conflict with the RFP and the contract or no safeguard of NITB is mentioned, the stipulation of PPRA 2004 shall prevail.

8.10 Mandatory support and Maintenance period

The successful bidder shall be bound to provide mandatory onsite support and maintenance after the PAC signing-off without any additional cost for three (03) years.



9. Scope of Work

9.1 Bill of Quantity

LOT-1

01	Laptops	29 QTY
02	Desktop Computers	43 QTY
03	Apple iMac 24" M3	05 QTY

LOT - 2

01	Portable Color Printers	02 QTY
02	Laserjet Printer (Color)	04 QTY
03	Laserjet Printer Black and White	28 QTY

LOT - 3

01	Scanners ADF	22 QTY
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LOT - 4

01	Desktop for Animator	01 QTY
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LOT-5

01	Palo Alto 820 Firewall Renewal and Support Services	01 QTY
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LOT-6

01	Video Conference Equipment	05 QTY
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LOT-7

01	Passive network: Installation of 50 LAN Nodes, Fiber splicing 80 cables, 01x 9U Data Cabinet imported, ODF 8 Port x 02, Fiber Cable 12 Core 200 Mtr, Fiber Cable 72 Core 200 Mtr or higher.	01 Job
02	Ruckus Virtual Smart Zone support renewal	01 QTY
03	Ruckus Access Point Wifi-6E 550 with support	30 QTY
04	AP Management License for SZ-100/VSZ 3.X/SCG 200 / SZ300 1 Ruckus AP Access Point	81 QTY

* **Note:** Bidder has to participate in all or any of above mentioned Lots and bidder shall ensure to quote all items listed in the each Lot.

** Separate CDR to be provided at the time of the submission of bids clearly mentioning the Lot numbers on the envelope.

*** No refurbished/ unbranded or repaired equipment will be acceptable. Equipment serial numbers should be verifiable online on OEM site

10. Evaluation Process

10.1 Eligibility Criteria

Below is the criterion for the eligibility of the interested bidders. These are all mandatory requirements and failing to comply with any of them will result in ineligibility for further technical evaluation. Please ensure complete and valid documentary evidences are provided, NITB reserves the right to check the authenticity of any submitted document.



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Sr. No	Eligibility Criteria	Documents Required	Compliance (Yes/No)
1.	Bidder is an entity duly registered and incorporated under the laws of Pakistan for the last 5 years	Registration/Incorporation certificate	
2.	Bidder has a valid Registration Certificate for Income Tax, Sales Tax and/or other allied agencies / organizations / regulatory authorities	FBR Certificate	
3.	Bidder is an Active Taxpayers as per Federal Board of Revenue (FBR)'s database i.e. Active Taxpayers List (ATL)	Active Tax Payer /Income Tax Returns	
4.	Bidder Affidavit on the Stamp Paper attested by Notary Public which certifies to provide One/three-years warranty/guarantee after installation for IT equipments/software.	Stamp Paper	
5.			
5.	Affidavit on the Stamp Paper duly attested by Notary Public that the bidder is not blacklisted by any government / semi government / public Department.	Stamp Paper	
6.	Bidder to provide MAL certificate from OEM.	MAL Certificate (Not valid for iMac & Passive work)	
7.	The bidder shall be authorized distributor/partner/reseller of OEM.	Proof of Partnership with OEM (Not Valid for iMac & passive work)	
8.	The quoted brand must be having service centers across Pakistan for relevant Lots.	List of Service Centers with Details like Address, Contact Number and Manager Service Center Information	
9.	Bidder must provide Price Reasonability Certificate	Price Reasonability Certificate	
10.	Original bidding document duly signed and attested	Every page of the bidding document must be signed and stamped	

Note: Verifiable documentary proof is required for all above mandatory requirements.

10.2 Technical Evaluation Criteria and Bidder's Response

Bidder(s) are required to provide their responses on the following sheet:

Note:



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SR. NO.	EVALUATION CRITERIA	MAX MARKS
1.	<p><u>Financial Capability:</u> The bidder must have made at least PKR 5 million in sales each year for the past three (03) financial years. Bidder must provide evidence in the form of audit report or bank statement. Calculation Criteria: Below 5 million - no marks 5 million to 15 million -15 marks Over 15 million to 30 million -20 marks Over 30 million -25 marks</p>	25
2.	<p><u>Relevant Work Experience</u> Alike projects completed (bidder MUST provide evidence in the form of purchase order and its completion certificate/ Delivery Challan of projects for last three (03) years). Calculation Criteria: Below five (5) projects – no marks Upto Ten (10) projects – 15 marks Upto Fifteen (15) projects – 20 marks Upto Twenty (20) or more projects – 25 marks</p>	25
3.	<p><u>Meeting the Delivery Timelines after issuance of P.O.</u> Bidder MUST provide written acknowledgment on a Stamp Paper of PKR 100 duly attested by the notary public (NITB may visit the warehouse for inspection of the quoted quantities of hardware Ex-Stock). Delivery of hardware/Software equipment within fifteen (15) days or less – 15 marks Delivery of hardware/Software equipment within twenty (20) days – 10 marks Delivery of hardware/Software equipment after twenty(20) days – 5 marks <u>*Delivery time shall be started after the issuance of Purchase Order (PO)</u></p>	15
4.	<p><u>Bidder's partnership with Principle</u> Tier 1 for the relevant specifications in Pakistan – 15 marks Tier 2 level in Pakistan – 10 marks Tier 3 level in Pakistan – 5 marks <u>*Bidder must provide evidence of Valid Partnership Level Certificate with OEM (Not valid for iMac) In case of any quoted item containing only partner level with no other levels defined from OEM, they will be given full marks.</u></p>	15
5.	<p><u>Innovation and Value add</u> Bidder must provide list of the value added features in the required hardware 5 or more value added features then the requirements 20 marks Three (3) to Five (5) value added features then the requirements 10 marks One to three value added features then the requirements 05 marks</p>	20
TOTAL MARKS		100



NOTE:

- i. Total Technical Marks = 100 Marks**
- ii. Minimum Technical Qualifying Marks = 70 Marks**
- iii. Financial Marks 100 Marks**
- iv. Weightage of Technical Marks is 70%**
- v. Weightage of Financial Marks is 30%**

10.3 Technical Proposals Evaluation Summary

- The Bidders shall be first checked for eligibility, as per the requirements in Eligibility Criteria. Thereafter, all eligible bidders shall be shortlisted against the technical requirements.
- The shortlisted bidders shall be technically evaluated and those securing a minimum of 70 marks in the technical evaluation will be qualified for Financial Evaluation.
- In case of only one bidder secures equal to or greater than 70 score in technical evaluation, NITB may decide to lower the cut-off score for healthy competition but not less than 60 marks in technical qualification.
- After the evaluation and approval of the technical proposals, the Procuring Agency shall open the financial proposals of the technically accepted bids, publicly at the time, date and venue announced and communicated to the bidders in advance, within the bid validity period.
- The financial Proposal of bids found technically non-responsive shall be returned unopened to the respective bidders.
- The contract may be awarded to bidder(s) securing highest combined score of Technical plus Financials bids. The overall bid score has been divided as follows:
 - Technical Proposal Evaluation carries 70% weightage whereas
 - Financials Proposal Evaluation carries 30% weightage.

Please see below the formula for calculating the weightage:

- a) Technical score calculation: Bidder's Score= (Points Obtained in Technical Domain/Total points of Technical Domain) x 100
- b) Financial score calculation: Bidder's Score= (Minimum Bid Value / Bid in Consideration) x 100
- c) Total score = (Technical Score x 70%) + (Financial Score x 30%)

11. Technical Specification of Equipment/Services

LOT-1

11.1 Laptops:

Specifications
Processor Intel core i7, 13th Gen or Higher Ram 8GB ddr4 3200-SDRAM or Higher (1 x 8GB) Hard disk 512 SSD M2 Screen 14" Licensed 64-bit Windows 11 Pro (latest Service pack). The OS specified must be made available with media, HDMI 2.0, Camera with privacy shutter, Ethernet Port, RJ-45, WIFI ax, Integrated: Intel UHD Graphics and Laptop Bag. Keyboard backlight, Thunderbolt with power and display port (USB Type-



C), USB 3.2 Gen 1 or higher, Power: AC power adapter 45W or higher, battery: Long-life 3 cell, International brand Product, 1 year standard warranty

11.2 Desktops:

Specifications

12th Gen or higher, Intel Core i7 Processor or higher, 8Gb RAM 2666-SDRAM or higher. 512GB SSD Hard Disk, 21" or higher Widescreen Flat panel display, Network: RJ 45 & WIFI ax, Wireless Keyboard & Mouse, USB: USB 3.2 Gen 1 or higher.
64-bit Genuine Win 11 Pro (latest Service pack). The OS specified must be made available with media. HDMI, Power Supply, Green Certifications, Display port, International brand Product, 1 year standard warranty

11.3 Apple iMac 24" M3

Specifications

Apple M3 chip, 16 GB, 256 GB, 24-inch, 4.5k Retina Display, Wifi 6E (802.11ax), other default specifications or higher

LOT-2

11.4 Portable Color Printer:

Specifications

Print Speed-Black: On AC: up to 10 ppm; On Battery: up to 9 ppm or higher
Print Speed-Colour: On AC: up to 7 ppm; On Battery: up to 6 ppm
Resolution (black): Up to 1200 x 1200
Resolution (color): Up to 4800 x 1200 optimized dpi color
Monthly duty cycle: Up to 500 pages
Print Technology: Inkjet
Display: 2.65" CGD DISPLAY, IR Touch
Mobile Printing Capability: Chrome OS
Connectivity, standard: 1 USB 2.0 device; 1 USB 2.0 host; 1 wireless; 1 wifi direct; 1 BLE
Other: with Battery and 01 x extra cartridge

11.5 LaserJet Printer:

Specifications

HP LaserJet or equivalent
Printer Body Color: White
Function: Print
Print Technology: Laser
Print Speed: 40 ppm or higher
Duplex Printing: Yes
Print Resolution: Fine Lines (1200 x 1200 dpi)
Media Size Supported: Letter, Letter Rotate, Legal, Executive, Tray 1, Tray 2: A4; A5; A6; B5 (JIS); B6 (JIS); 16K (195 x 270 mm, 184 x 260 mm, 197 x 273 mm); 10 x 15 cm; Oficio (216 x 340 mm); postcards (JIS single, JIS double); envelopes (DL, C5, B5); Optional Tray 3: A4; A5; A6; B5 (JIS); B6 (JIS); 16K (195 x 270 mm, 184 x 260 mm, 197 x 273 mm); 10 x 15 cm; Oficio (216 x 340 mm); postcards (JIS single, JIS double); Automatic duplexer: A4; B5; 16K (195 x 270 mm, 184 x 260 mm; 197 x 273 mm); Oficio (216 x 340 mm)
Ethernet: Yes



Compatible Operating Systems: Windows 11; Windows 10; Windows 7; macOS No. Of Cartridge: Black/Color USB Port: Yes
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11.6 Color Laserjet Printer:

Specifications
Printer Technology: Laser
Print Speed: upto 40 ppm
Duty Cycle (Max Monthly Pages, A4): 80,000 pages or higher
Printing Paper Size: A4, legal, custom
Display: 2-line back lit LCD graphic display or higher
Automatic Duplex: yes
Connectivity: USB, Bluetooth and wireless
First page out black: As fast as 6.1 sec to 6.3 Sec or minimum
Print quality black: Fine Lines (1200 x 1200 dpi)
Compatible Operating Systems: All Operating Systems
Warranty and Support: 1 x years

LOT-3

11.7 Scanner ADF:

Specifications
Recommended Daily Volume: Up to 3000 pages, Throughput Speeds: 30 ppm to 35 ppm (real time), Long Document Mode: up to 2 meters (78.7 in.), Feeder Capacity: Up to 50 sheets, paper; handles small documents such as ID cards, hard cards etc., Document Sensing: Ultrasonic multi-feed detection, Connectivity: USB 2.0 or 3.0 compatible, barcode reading facility. File Format: Outputs Single and multi-page TIFF, JPEG, RTF, BMP, PDF, searchable PDF, Optical/Output Resolution: 600 dpi, Image Sensor: CIS Scanner, Enhanced Colour Adjustment; Content or File Size Based Blank Page Removal; Fixed Threshold; Operator Control Panel: Colour, four-line graphical LCD display with four operator control buttons or higher Supported Operating Systems: WINDOWS 7/8/10/11 (32-bit and 64-bit) Windows Server 2008 64-bit and Server 2012 64-bit. Warranty: 1 Year comprehensive warranty

LOT-4

11.8 Desktop for Animator:

Specifications



<p>Processor: Cor i-9 12900K or higher or equivalent Intel® Z690 GAMING Motherboard or higher GPU: Nvidia (8 GB), 256 bit or equivalent or higher RAM: 32 GB DDR4 or higher SSD: nvme m.2 (1TB) Display: 32.5 inch 4K Monitor Warranty and Support: 1 x years</p>

LOT-5

11.9 Firewall Licenses renewals and support:

Specifications
<p>Renewal of Firewall Subscription Services for Palo Alto Model 820 including: Threat prevention subscription Advanced URL filtering Subscription Partner enabled premium support. Term of Service three (03) Years.</p>

LOT-6

11.10 Video Conference Solution:

Specifications	
PTZ Camera:	
Resolution	Ultra HD 2160P 30fps or higher
Motorized Pan Tilt	±170° pan and -30° – +90° tilt or higher
Zoom	12X optical
Horizontal Angle of View	71° – 8° or higher
Vertical Angle of View	42° – 4° or higher
Presets	9 or higher
Control	Remote Control
Backlight Compensation	Supported
Installation Mode	Stand Mount, Upside-Down
Interfaces	USB3.0
Mount	Wall Mount
Speaker phones	
Technology	Omni Directional
Frequency Bandwidth	100 Hz - 12 kHz
Controls	Volume Up, Volume Down and Microphone Mute
Max output	85 dB SPL @ 1 meter



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Noise Cancellation and Distributed Echo Cancellation	Supported
Speaker Bandwidth	190 Hz - 20 kHz
Expansion Mic	Same Mic (2 nd Mic of same specs as above.)
Hub	
Central unit	For Connectivity for Mic, speaker, PTZ Camera, LED and PC
Display Interface	HDMI and DVI (for simultaneously display on both the port)
USB Interface	USB 3.0 and 2.0 (For Direct Connectivity of Pc and 3rd party Camera)
Audio Interface	HDMI, USB, Mic in/Line in and Line out
Ethernet Port	1 Ethernet Port for Network Connectivity
PTZ Camera:	
Resolution	Ultra HD 2160P 30fps
Motorized Pan Tilt	±170° pan and -30° – +90° tilt or higher
Optical Zoom	20X or higher
Horizontal Angle of View	60.7° – 3.36° or higher
Vertical Angle of View	34.1° – 1.89° or higher
Presets	9 or higher
Control	Remote Control
Backlight Compensation	Supported
Installation Mode	Stand Mount, Upside-Down
Interfaces	HDMI, USB3.0 and USB2.0, RS-232 (8Pin Small DIN (1 for in and 1 for out)) Supported Protocol: VISCA / Pelco-D / Pelco-P
Mount	Wall Mount
Speakerphones	
Technology	Omni Directional
Frequency Bandwidth	100 Hz - 12 kHz
Controls	Volume Up, Volume Down and Microphone Mute
Expansion Mic	Same Mic
Noise Cancellation and Distributed Echo Cancellation	Supported
Speaker Bandwidth	190 Hz - 20 kHz
Max output	85 dB SPL @ 1 meter



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Extra mic	2 Pair
Hub	
Central unit	For Connectivity for Mic, speaker, PTZ Camera, LED and PC
Display Interface	HDMI and DVI
USB Interface	USB 3.0 and 2.0
Audio Interface	HDMI, USB, Mic in/Line in and Line out
USB Cable	10 mtr.
Camera	
Resolution	Ultra HD 2160P 30fps or higher
Auto Framing	Supported or higher
Zoom	4x Digital zoom or higher
Horizontal field of View	110° or higher
Minimal illumination	50Lux
Back Light compensation	Supported
People Tracking	Supported
Microphone	
Number of Microphone	Four Element Microphone Array or higher
Acoustic Echo Cancellation, Automatic Noise Reduction	Supported
Automatic Gain Control	Supported
Pickup distance	16 Feet or higher
Connectivity	
USB	For PC Connectivity
Wireless	Bluetooth (For Audio Connectivity of Cell Phone)
Speaker	
Output Power	20W or higher

Lot – 7

11.11 Wireless device renewals and support:

Specifications
Virtual SmartZone 3.0 with 81 APs Ruckus Wireless Controller support renewal Support Renewal: 1 Year

11.12 Wireless Access Points:

Specifications
Ruckus Access Point Wifi-6E 550 indoor



LICENSE: AP Management License for SZ-100/VSZ 3.X/SCG 200 / SZ300 1 Ruckus AP Access Point
AP Support 1 Year

11.13 Passive Work:

Specifications
Passive network: Installation of 50 LAN Nodes, Fiber splicing 80 cables, 01x 9U Data Cabinet imported, ODF 8 Port x 02, Fiber Cable 12 Core 200 Mtr, Fiber Cable 72 Core 200 Mtr or higher.

Annexures

Annexure A – Submittal Requirements for Technical Proposal

Sr. No.	Description
1.	Cover Letter (on Bidder's Letter Head)
2.	Eligibility Requirements (Mandatory Requirements as mentioned in 'Eligibility Criteria')
3.	Responses to Section 10.2 (Technical Evaluation Criteria & Bidder's Response) of this document.
4.	Executive Summary
5.	Company Profile (Profile, History, Addresses, Product / Solution Offerings, Contact Information, number of full-time employees, Customer in Pakistan etc.)
6.	System Service Support Plan
7.	Critical patches and updates
8.	Customer References and Relevancy
9.	Contact Details
10	Signed & Stamped RFP Document (Complete)

Annexure B – Submittal Requirements for Financial Proposal

Bidders should submit financial cost as per table below. The cost of each Item/Equipment should cover all the allied costing and no other cost shall be entertained. All the cost should be one time and no recurring cost shall be allowed/accepted. Each item/equipment cost should also include training sessions (where required) along with free of cost certifications (for nominated users by NITB).

Item/Equipment	QTY	Unit Price (US\$) and/or PKR	GST/Local Taxes (%)	TOTAL GST/Local Taxes Amount (US\$) and/or PKR	TOTAL PRICE (US\$) and/or PKR



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Annexure C – Integrity Pact

__ [the Bidder] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from NITB/the Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, [the Bidder] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from NITB/GoP, except that which has been expressly declared pursuant hereto.

[The Bidder] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [The Bidder] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to NITB/GoP under any law, contract or other instrument, be voidable at the option of NITB/GoP.

Notwithstanding any rights and remedies exercised by NITB/GoP in this regard, [the Bidder] agrees to indemnify NITB/GoP for any loss or damage incurred by them on account of its corrupt business practices and further pay compensation to NITB/GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder’s fee or kickback given by [the Bidder] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever.

For and On Behalf Of

 Signature: _____

Name: _____

NIC No: _____



Annexure D – Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (“Agreement”) is made and entered into between National Information Technology Board (NITB), and [Bidder Name], individually referred to as a ‘Party’ and collectively referred to as the ‘Parties’. The Parties wish to exchange Confidential Information (as defined below in Section 2) for the following purpose(s):

- a) to evaluate whether to enter into a contemplated business transaction; and
- b) if the Parties enter into an agreement related to such business transaction, to fulfil each Party’s confidentiality obligations to the extent the terms set forth below are incorporated therein (the “Purpose”).

The Parties have entered into this Agreement to protect the confidentiality of information in accordance with the following terms:

1. The Effective Date of this Agreement is _____ 2023.
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary (“Confidential Information”) to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:
 - Business secrets.
 - Financial information, including pricing.
 - Technical information, including Installation, Commissioning, Configuration, Integration & Testing of Network Infrastructure.
 - Business information, including operations, planning, marketing interests, and products.
 - The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto and
 - Information acquired during any facilities tours.
3. The Party receiving Confidential Information (a “Recipient”) will only have a duty to protect Confidential Information disclosed to it by the other Party (“Discloser”):
 - If it is clearly and conspicuously marked as “confidential” or with a similar designation;
 - If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or
 - If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation “confidential” or any similar designation is used.
4. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent:
 - Any use of Confidential Information in violation of this agreement; and/or
 - Communication of Confidential Information to any unauthorized third parties. Confidential Information may only be disseminated to employees, directors, agents or third-party contractors of Recipient with a need to know and who have first signed an agreement with either of the Parties containing confidentiality provisions substantially similar to those set forth herein.
5. Each Party agrees that it shall not do the following, except with the advanced review and written approval of the other Party:
 - Issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the Parties) or mentioning or implying the name of the other Party; or
 - Make copies of documents containing Confidential Information.



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6. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that:

- Was known to the Recipient before receipt from the Discloser;
- Is or becomes publicly available through no fault of the Recipient;
- Is independently developed by the Recipient without a breach of this Agreement;
- Is disclosed by the Recipient with the Discloser’s prior written approval; or
- Is required to be disclosed by operation of law, court order or other governmental demand (“Process”); provided that (i) the Recipient shall immediately notify the Discloser of such Process; and (ii) the Recipient shall not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.

7. EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED “AS IS”.

8. Unless the Parties otherwise agree in writing, a Recipient’s duty to protect Confidential Information expires after three (03) years from the date of disclosure. A Recipient, upon Discloser’s written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed. Regardless of whether the Confidential Information is returned or destroyed, the Recipient may retain an archival copy of the Discloser’s Confidential Information for use solely in the event a dispute arises hereunder and only in connection with such dispute.

9. This Agreement imposes no obligation on a Party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license and transfer or otherwise make use of any technology, services or products.

10. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.

11. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable without the prior written consent of the other Party.

12. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each Party has signed the counterpart.

13. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications (if any). All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

NITB	Company Name:
Address:	Address:
Name:	Name:
Signature:	Signature:
Title:	Title:



Date:	Date:
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Annexure I – Technical Evaluation of Products / Services Strength

Bids evaluation shall be subject to 100% compliance to the following criteria for Bidder's qualification: Following table should be used for submission of compliant statement.

Item S.No.	Item Specification	Compliant	Non-Compliant