



Government of Pakistan
NATIONAL INFORMATION TECHNOLOGY BOARD (NITB)



Request for Proposal
for
Procurement of Firewall Licenses and Support Services
December, 2023

Tender No. NITB-4(54)/2024

www.nitb.gov.pk

Plot no 24-B, Street No 6, Sector H-9/1, Islamabad



Data Sheet

Bid Selection Method	<p>Open Competitive Bidding: Single Stage - One Envelope (Rule 36(a)): The method of selection is ‘meeting the technical eligibility’, and ‘cost based’.</p> <p>This RFP is available on NITB’s website https://nitb.gov.pk and PPRA’s website https://www.ppra.org.pk</p>																					
Bid Security	PKR 1,000,000/-																					
Deliverables	<p>i. Lot 1. Renewal of Licenses/subscription and support services for the period of three (03) years starting from January 2024 for around 32 Federal Ministries for the following IT equipment. The SLA is attached herewith as Annexure E:</p> <table border="1" data-bbox="662 972 1425 1413"> <thead> <tr> <th>Sr.No</th> <th>Items</th> <th>Qty</th> </tr> </thead> <tbody> <tr> <td>01</td> <td>Palo Alto Firewall PA 850</td> <td>02</td> </tr> <tr> <td>02</td> <td>Palo Alto Firewall PA 820</td> <td>30</td> </tr> <tr> <td>03</td> <td>Extreme Networks X440-G2-12t-10GE4 L3, 12 Port</td> <td>22</td> </tr> <tr> <td>04</td> <td>Extreme Networks X440-G2-24t-10GE4 L3 24 Port</td> <td>08</td> </tr> <tr> <td>05</td> <td>Extreme Networks X440-G2-24t-10GE4 L2 24 Port</td> <td>53</td> </tr> <tr> <td>06</td> <td>Extreme Networks X440-G2-48t-10GE4 L2 48 Port</td> <td>51</td> </tr> </tbody> </table> <p>ii. Lot 2. Support services, and maintenance of passive infrastructure for 2829 nodes network. The nodes are geographically disbursed at 32 locations. The SLA is attached herewith as Annexure E.</p> <p>Note:</p> <p>i. Bidder to quote for both the Lots. Financial will be considered the sum of both the Lots.</p> <p>ii. Lot 2 is the optional lot.</p>	Sr.No	Items	Qty	01	Palo Alto Firewall PA 850	02	02	Palo Alto Firewall PA 820	30	03	Extreme Networks X440-G2-12t-10GE4 L3, 12 Port	22	04	Extreme Networks X440-G2-24t-10GE4 L3 24 Port	08	05	Extreme Networks X440-G2-24t-10GE4 L2 24 Port	53	06	Extreme Networks X440-G2-48t-10GE4 L2 48 Port	51
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Contact Person	Deputy Director (Admin), Email: imran.ahmed@nitb.gov.pk Phone: 051-9265063
Language	Proposals should be submitted in English language.
Currency	Prices should be quoted, and the payment will be made in Pak Rupees.
Timelines	Lot 1 will be completed within fifteen (15) days from the date of signing the contract and the services under Lot 1 shall remain provided for three (03) years; and Lot 2 services will start from the date of signing SLA. The SLA period can be between (01-03 years).
Taxes	The prices should include all applicable taxes, and duties etc.
Proposal Validity	Proposals must remain valid for ninety (90) days after the proposal/bid submission date.
Bidder must submit	Two (02) copies of the financial proposal (one original and one photocopy). A printable and searchable copy in a USB flash drive of the financial proposal should be in the envelope of financial proposal. Proposal shall contain separate envelope for the bid security.
Proposal Submission Address	Plot No. 24 - B, Street No. 06, Sector H-9/1, Islamabad
Submission & Pre-Bid meeting Date & Time	Bids must be submitted on or before 16 th January, 2024 at 02:00 PM, Technical Bids will be opened on same day at 02:30 PM at NITB office. A Pre-bid meeting will be held in the National Information Technology Board (NITB) premises on 4 th January, 2024 at 02:00 PM.



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1. Objective:

Procurement of firewall licenses' subscription/renewal and support services related thereto pursuant to this RFP is to ensure continuation of support services and extension of Firewall licenses' subscription for three (03) years starting from January 2024 for around 32 Federal Ministries.

2. Scope of Work:

- a) The scope of work is detailed in the data sheet above under the heading of 'Deliverables'.
- b) The scope of work may be reduced, if so, required by the Procuring Agency, before issuance of the PO. Any such reduction in scope of work shall not impact the price adversely.
- c) The awarded bidder shall enter into a Service Level Agreement (SLA), attached herewith as Annexure E, where applicable, with NITB to furnish the requisite support services for the specified duration.

3. Invitation to Bids:

The National Information Technology Board ("NITB" and/or the "Procuring Agency") intends to invite bids for support services and extension of Firewall licenses' subscription from eligible bidders. The bidding document containing detailed instructions, terms and conditions and this advertisement can be downloaded for review from NITB and PPRA websites (as mentioned in the data sheet above).

4. PPRA Rules:

Public Procurement Regulatory Authority (PPRA) Rules, 2004 will be followed for the procurement under this RFP, and any reference of Rules in this document will mean these Rules. These Rules are available on PPRA's website.

5. Open Competitive Bidding and Necessary Steps:

For the procurement under this RFP, the Rule 36(a) *Single-Stage - One Envelope Procedure* will be followed:

- a) Each bid shall comprise one single envelope containing the technical and financial proposals. All bids received shall be opened and evaluated in the manner prescribed in this bidding document/per the Rules. The bidders will sign the Financial Proposal Submission Form (draft attached herewith as Annexure C) for submission of the Financial Proposal.
- b) The bid shall comprise of two sealed packages; one package should be marked as "Original" and the other as "Copy".
- c) Each package should contain envelopes marked as "Proposal for Procurement of Firewall Licenses and Support Services" in bold and legible letters. A printable and



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- searchable copy in a USB flash drive of the proposal should be in the Proposal envelopes.
- d) Proposal should also contain separate envelope containing security bid in the form of Bank Draft/Bank Guarantee in favor of NITB.
 - e) The bidders will first be determined for the eligibility as per the requirements under Eligibility Criteria. Thereafter, the Proposals of all eligible bidders shall be opened. The Financial Proposals of the bidders not determined eligible as per the Eligibility Criteria, will be returned to then un-opened.
 - f) The Procuring Agency may reject any bid, and annul the bidding process and reject all bids at any time prior to award of the contract. 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. Notice of the rejection of all bids or proposals shall be published on the Procuring Agency's website.
 - g) The Procuring Agency reserves the right to request any additional information that might be deemed necessary during the bid evaluation process which will not affect the scope of work and financials.
 - h) The bid proposals received after the specified submission date and time will not be considered.
 - i) The Procuring Agency may extend the deadline for submission of bids as provided under the Rules.
 - j) At any time prior to the deadline for submission of the bid, the Procuring Agency may, for any reason modify the RFP by issuing addenda.
 - k) The contract will be awarded at the sole discretion of the Procuring Agency after evaluation of the bid proposal, reference discussions, determination of competitive advantage and cost. The contract shall be awarded to the bidder whose bid has been determined to be substantially responsive and most competitive.
 - l) Prior to the expiration of the period of bid validity, the Procuring Agency will notify the successful bidder in writing that its 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, the Procuring Agency will promptly notify each unsuccessful bidder.
 - m) Within five (05) working days from the date of notification of the award, the successful bidder shall furnish to the Procuring Agency 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.



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- n) Within (05) days of the receipt of notification of award from the Procuring Agency, the successful bidder will furnish the performance guarantee/performance insurance security and sign the contract. The value of performance security shall be ten percent (10%) of the contract value to be issued by any Scheduled Bank/Insurance Company of Pakistan having “A” rating. The performance guarantee will remain valid till signing off the FAC.
- o) The successful bidder shall upon the award of the contract execute an Integrity Pact with the Procuring Agency (draft attached herewith Annexure A).
- p) The successful bidder shall, upon the award of the contract, execute a Non-Disclosure Agreement with the Procuring Agency (draft attached herewith as Annexure B).
- q) The successful bidder shall, upon the award of the contract, agree and sign a formal contract with NITB, which includes the terms and conditions of this document along with additional negotiated terms and conditions at the time of contract.
- r) Any grievance from the bidders after submission of the bid proposals concerning any act of the Procuring Agency shall be addressed as per the mechanism laid down in the Rules.
- s) The Procuring Agency shall incur no liability towards the bidders who have submitted bids or proposals.

6. Eligibility Criteria:

I) General Criteria:

- a) The bid and all documents relating to the bid, exchanged between the bidder and the Procuring Agency, shall be in English language.
 - b) The bid shall have a validity period of ninety (90) days from the last date for submission of the bid.
 - c) To ensure fair consideration for all bidders, NITB prohibits communication to or with any of its departments, officers or employees during the bid evaluation process.
 - d) No bidder shall be allowed to alter or modify its 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 Procuring Agency shall invariably be in writing. The response to such request shall also be in writing.
 - e) A pre-bid meeting will be scheduled at the NITB premises to respond to queries of interested bidders.
- The queries from the bidders (if any) for seeking clarifications with respect to this RFP must be received in writing to the NITB latest by two (02) working days before the pre-bid meeting. All the queries should be addressed and communicated to the contact person (mentioned in the data sheet above) in writing via e-mail or postal mail only.



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- NITB reserve the right not to address any verbal query, phone calls during pre-bid meeting.
- f) The bid price shall be:
 - Quoted in Pak Rupees.
 - Inclusive of all taxes, duties, government fees, and printing requirements etc.
- If not specifically mentioned in the bid, it shall be presumed that the quoted price is inclusive of all taxes etc., and is as per the requirements given in this document.
- The bidders are hereby informed that the tax will be deducted at the rate prescribed under the Tax Laws of Pakistan, from all payments made after signing of, and under the contract with successful bidder.
- The bidders shall quote distinctive prices for support services and the renewal of licenses' subscriptions i.e. prices for Lot 1, and Lot 2 separately. For the price of Lot 1 (renewal of licenses' subscriptions), the unit price of per license subscription will also be clearly mentioned.
- g) No JV is allowed for, in and under this bidding process.
- h) All costs and expenses incurred by the bidders pertaining to all activities in the preparation, submission, review, selection and negotiation of the bidders' proposal in response to this RFP shall be borne by the bidders.
- i) The bidders acknowledge that the bid proposals submitted shall constitute a binding offer, and shall ensure that every page of their proposals is signed and stamped by their duly authorized representatives.
- j) The bidders shall name their respective duly authorized representatives for submission of the bid proposals, participating in the pre-bid meeting, and being in contact with the Procuring Agency for all other matters related to the bid.
- k) All other instructions, and the needful mentioned elsewhere in this document must be adhered to by the bidders.

II) Specific Criteria:

- a) The bidders should be registered as a company or firm under the laws of Pakistan.
- b) The bidders should be having 'MAL' (Manufacturer's Authorization Letter) from 'Palo Alto' and the 'Extreme'.
- c) The bidders should be the active taxpayers as per Federal Board of Revenue (FBR)'s database i.e. Active Taxpayer List (ATL).
- d) The Bidders should have their presence in Islamabad or Rawalpindi through their physically located functioning offices (even a branch office). A bidder not having its office in Islamabad or Rawalpindi as of now must undertake to establish its functioning physical office in Islamabad or Rawalpindi before signing of the contract. An undertaking on the stamp paper, duly notarized, to this extent should be submitted along with the bid proposal.



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If the successful bidder fails to comply with this condition, he may be disqualified and blacklisted as per the Rules.

- e) The team assigned for the services/work pursuant to this RFP must have at least two (02) fully qualified / certified members. The CVs of such team members will be submitted along with the bid proposal.
- f) The prices offered must be locked under this RFP/resultant contract till September 2024 or 210 days after signing of the contract whichever comes later.
- g) The bidders shall provide affidavit, on the stamp paper, duly notarized, along with the bid proposal that they are not blacklisted by any government / semi government department.
- h) The bidders shall ensure and confirm having all the requisite resources and expertise to perform the contract in a professional manner.

7. Financial Requisites:

- a) For the purpose of evaluating the financial strength of the bidders, the bidders must provide the audit reports for last five (05) fiscal years (excluding the current fiscal year), having the accumulative revenue of PKR 500 million plus.
- b) The purchase order(s) for payment for successfully carrying out the services/work may either be issued by NITB or the relevant Federal Ministries / the end user Departments.
- c) NITB and/or the end user Federal Ministries/Department will make the payment for the support services as per and in view of sub-section 8(c) below.

8. Delivery Timelines and Work Assignment:

- a) All deliverables under Lot 1 shall be completed within fifteen (15) days from the date of signing the contract.
- b) The timeline for deliverables under Lot 2 shall be till the end of the contract or the warrantees whichever comes later.
- c) NITB may choose to procure the support services, or it may decide not to procure them at all. Alternatively, NITB may opt for partial procurement of the support services, either for the term of the contract or for any specified time period(s).

9. Confidentiality:

- a) 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 Procuring Agency's prior written approval.
- b) Procuring Agency reserves the right to share the bidder's response to this RFP with its advisors and affiliates.



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- c) In the event the bidder commits a breach of confidentiality, Procuring Agency reserves the right to disqualify the bidder from this RFP process and blacklist.
- d) 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.
- e) Separate Non-Disclosure Agreement shall be signed with the successful bidder upon award of contract.

10. Corrupt Practices:

- a) Procuring Agency requires that bidders observe the highest standard of ethics during the procurement, execution of contract, and performance of the contract, and refrain from undertaking or participating in any corrupt or fraudulent practices.
- b) Procuring Agency will reject a proposal or award of the contract, if it determines that the bidder recommended for award was engaged in any fraudulent and corrupt practices or has been blacklisted.
- c) Any false information or misstatement on part of the bidders will lead to disqualification and/or blacklisting and/or legal proceeding regardless of the price or quality of the services/work.

11. Conflict of Interest:

- a) The bidders are required to mention clearly and in detail if there exists any conflict of interest. Existence of a conflict of interest or non-disclosure of a conflict of interest will lead to, at any stage, disqualification of the bidders and may also lead to blacklisting of the bidders for future procurement processes.
- b) A conflict of interest in the bidding process occurs when an individual or entity involved in the evaluation or selection of bids has a personal or financial interest that could compromise impartiality or fairness. This conflict may lead to biased decision-making that favors a specific bidder, distorting fair competition. Proper disclosure and mitigation strategies, such as recusal from decision-making, are vital to maintain transparency and ensure a level playing field for all bidders.

12. Indemnification:

The bidders shall fully indemnify and hold Procuring Agency harmless for and against any losses or claims relating to, based upon, incident to, arising from, or in connection with any



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claim or allegation with regard to any misrepresentation by the bidders, breach of any provision of this document by the bidders, negligence or wilful misconduct of the bidders, infringing in any manner any copyright, trademark, intellectual property, trade secret or patent of any third party.

13. Bid Security:

- a) The bidder will submit a bid security in the form of Bank Draft/Bank Guarantee in favor of NITB.
- b) The bid security issued by any scheduled bank of Pakistan will be acceptable, and the 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.
- c) The bid proposal shall also contain separate envelope of bid security.
- d) Bid security envelope will be opened at the time of opening of financial proposal.
- e) The bid security shall be forfeited by NITB, on the occurrence of any or all of the following conditions:
 - If the bidder, having been notified of the acceptance of the bid by the NITB during the period of the bid validity, fails or refuses to (i) proceed with signing of the contract; or (ii) furnish the Performance Guarantee, in accordance with the bid document.
- f) The bid security of unsuccessful bidders will be returned within one (01) month period after the financial bid opening, at written request.
- g) The validity of bid security shall be ninety (90) days as a minimum. However, if the validity period of the RFP or the bid proposal is extended, the validity of the bid security will also be extended accordingly.

14. Payment Terms / Schedule:

Payments will be made, subject to all other payment related conditions stipulated in this document, on production of following documents:

- Sales tax invoice duly signed and stamped by the bidder.
- PAC (Provisional Acceptance Certificate).



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Following is the payment schedule:

Sr. No.	Payment Mode	Payment %	Remarks
1	Provisional Acceptance Certificate (PAC) issued upon delivery, installation of licenses and testing at all locations	100%	Payment under Lot 1
2	Provisional Acceptance Certificate (PAC) issued upon successful delivery of support services on yearly basis.	100% payment of each year.	Payment under Lot 2
3	Final Acceptance Certificate (FAC) ***	(Performance Guarantee)	Release of performance guarantee is subjected to issuance of FAC

Provisional Acceptance Certificate (PAC) includes the following and the sign-off from the relevant ministries nominated POC from NITB.

- *Installation & deployment of Licenses;*
- *Configuration of new requirement from Ministries (if any, where applicable);*
- *Testing of infrastructure;*
- *For Lot 2 year-wise quote to be provided by the bidder.*

**** Final Acceptance Certificate (FAC) issuance is after three (03) years (end of support contract).*



15. Annexures:

**Annexure A
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 Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any fraudulent and 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, Company, 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 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [the Bidder] agrees to indemnify GoP for any loss or damage incurred by it on account of its fraudulent and corrupt business practices and further pay compensation to 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 form from GoP.

For and on behalf of _____

Signature: _____

Name: _____

NIC No: _____



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Annexure B
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 may need 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 research, development, standards, policies, guidelines, procedures, processes and frameworks, data, and know-how;
- 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.



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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.

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 [YEARS] from the date of disclosure. A Recipient, upon discloser's written



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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 in the possession of external legal counsel of its own choosing 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 by Participant 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. 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:



Annexure C
Financial Proposal Submission Form

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sirs:

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our compliance with the Eligibility Criteria.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations until [insert day, month and year].

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____



Annexure D

Locations for Provision of Services

To be disclosed at pre-bid meeting only, and shall be provided only to the successful bidder.

Annexure E

Service Level Agreement (SLA)

1. Purpose

The purpose of this SLA is to define the terms on which the bidder has agreed to provide support, and maintenance services for the Palo Alto Firewalls, Extreme Networks Switches and Passive Network equipment deployed in around **32 x Ministries/ Divisions** mentioned in Annexure D.

For the equipment, the bidder has agreed to provide the said maintenance along with all necessary labor, skills, expertise, resources and equipment repair/replacement required for the said maintenance work on the terms and conditions contained herein in this Service Level Agreement for three (03) years.

2. Technical & Maintenance Support

2(A) The bidder will provide the following services:

- a. Installation/Configuration/ **On-Site** Support Services for Palo Alto Firewalls, Extreme Networks Switches and Passive Network, Including Feature releases and software updates during the SLA Period i.e. three (03) years.
- b. **Corrective maintenance:** defined as root-cause analysis, problem isolation and resolution of errors and performance issues. Problems will be reviewed to determine their root causes; measures will be taken to correct the sources of the problems.
- c. **Access and Maintenance:** The bidder will have physical access to the all the locations where the equipment is installed (mentioned in Annexure D) for the support equipment. At the request of the NITB and/or the concern Ministry/Division, the bidder will provide assistance for installation, uninstallation, maintenance, backup, replication or other activity relating to the maintenance and support.



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2(B) Trouble ticket status and updates—defined as service problem reporting via trouble.

- d. **Escalations**—defined as a need for customers engage service support beyond the routine support process.
 - e. **On-site and Off-site support** — defined as the technical support provided by the bidder in ensuring all the requisite services are up and running in the environment. The support can be requested at any time; however, on-site support will be preferred, and off-site support is limited to criticalities and unavoidable circumstances.
3. **NITB will provide the following to CONCERNED SERVICE PROVIDER:**
- a. NITB will allow the bidder staff to carry out the requirement gathering and other development related activities at designated premises.
 - b. Additional support, as and when requested by Vendor.
 - c. A representative of NITB not lower than officer rank will be responsible for inter / intra department communication during onsite/office activities.

4. **COMMENCEMENT AND DURATION**

This SLA shall come into force on and shall be deemed to take effect from the time of signing of the Contract with the successful bidder (“Effective Date”) and shall remain valid for a period of **three (03) Years**, from the date of delivery & completion of tasks (the “Term”), unless terminated earlier as per the stipulations of this SLA and/or the Contract.

5. **Support Hours**

The bidder will provide technical support to NITB as required. After Federal Government core business hours, on weekends and holidays, technical support shall be provided through the Business Coordinator, as and when required.

If NITB needs support outside of core business hours, the bidder will extend the support hours to meet specific needs of NITB.

Hours of Service Availability, Response Time, and Escalation

For all requests, the goal of Service Provider is to acknowledge requests within 1 hour of receipt and resolve the normal matters within 1 -2 business days while complex matter may be resolved within 2-4 business hours.



6. Availability

The maximum repair/maintenance time for the services should not exceed 24 hours. If more than 3 days are required, the bidder shall communicate in writing with justifications and should engage all necessary resources to ensure availability of all necessary services are defined by the NITB.

7. Incident Management

If an issue occurs, NITB will contact bidder Support Center and a ticket will be opened. Bidder's Support Center will initiate problem resolution, and depending on the severity level (as described below), and if needed, contact with the Business Coordinator. The Support Center will remain the point of contact and will take the appropriate action to escalate the ticket depending on severity level.

If any issue is identified by the bidder, the bidder will immediately inform the Business Owner and he will be responsible for taking the appropriate action to escalate the ticket depending on severity level.

8. Enhancements & Upgrades

All upgrades in the technology as matured and provided by the principal and applicable for the equipment installed will be done Free of Cost and in timely fashion.

9. Service Levels

The service level describes the time during the agreed measuring periods at which the service is guaranteed to be available in accordance with the 'Definition of availability'.

The following DO NOT count as downtimes:

- Force Majeure or the submission of GoP or Court decrees.
- Scheduled maintenance windows.
- Patch management times and processes.
- Power outage.

All issues reported to the bidder by NITB will be ticketed and assigned the appropriate severity level as described below. Such assignment will be as delineated in following sections of this SLA.

Sr. No.	Severity Level	Response Time
01.	Critical	Within 0 1 Hour
02.	High	Within 2 Hours
03.	Medium	Within 4 Hours
04.	Low	Within 8 Hours
05.	Normal	1-2 Business Days



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The tickets can be upgraded or downgraded between the Severity levels by NITB depending upon the situation. NITB will assign the fore-referred Severity levels based on the following criteria:

Sr. No.	Criteria
01.	Number of clients affected.
02.	Client's sense of priority.
03.	Effect on business Goals/Targets.
04.	Deadlines.
05.	Estimated solution time.
06.	Application involved.
07.	Frequency of problem.
08.	Threat to data integrity or security.
09.	Other Misc. business requirements.

Support Comparison	
1. Technical Support	
On Site Support	with in 2 Hours
Telephone Support	24/7
2. Call Response Time	
Severity 1: Critical Product is down, and customer production environment is critically affected. No workaround available yet.	< 1 hour
Severity 2: High Product is impaired, and customer production is up but impacted. No workaround available yet	2 hours
Severity 3: Medium A product function has failed; customer production is not affected. Support is aware of the issue, and a workaround is available	4 hours



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Severity 4: Low Noncritical issue. Does not impact customer business. Feature, information, documentation, how-to, and enhancement requests from customer.	8 hours
Support Specialist Type	Sr. Engineer
Hardware Repair/Replacement (RMA)	NBD/ 4 Hours