



Government of Pakistan
DRUG REGULATORY AUTHORITY OF PAKISTAN
**Ministry of National Health Services,
Regulations and Coordination**

TENDER DOCUMENTS

For

**Purchase & Deployment of Endpoint
Security / Antivirus Software**

Financial Year 2021-22



No.F.19-3/2021-Admin-II (Antivirus)
Government of Pakistan
Drug Regulatory Authority of Pakistan
Ministry of National Health Services, Regulations & Coordination
T.F. Complex, 7-Mauve Area, G-9/4, Islamabad.

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INVITATION TO BID

PURCHASE & DEPLOYMENT OF ENDPOINT SECURITY / ANTIVIRUS SOFTWARE

Drug Regulatory Authority of Pakistan, is an autonomous body of the Federal Government established under the DRAP Act, 2012, invites sealed bids from authorized dealers /distributors / suppliers registered with Income Tax and Sale Tax Departments and are on Active Taxpayers List of FBR, for “Purchase and Deployment of Endpoint Security / Antivirus Software” to meet the requirement of Drug Regulatory Authority of Pakistan (DRAP), Islamabad during the financial year 2021-2022. Single stage two envelopes procedure under the PPRA rules shall be followed for submission of bids. Bidding documents containing schedule of requirements can be obtained from the office of undersigned (Admin-II Section) First Floor, T.F. Complex G-9/4, Islamabad during office hours on payment of Rs.1,000/- through pay order in favor of Drug Regulatory Authority of Pakistan, Islamabad as non-refundable bidding documents fee for each set or the same can be downloaded from DRAP & PPRA websites i.e. www.dra.gov.pk & www.ppra.org.pk. The bids prepared in accordance with instructions in the bidding documents, must reach the office of the undersigned by **8th March, 2022 at 11.30 AM**. Bids will be opened on the same day at **12.00 PM** at DRAP Office Islamabad.

Assistant Director (Admin-II)
Ph. 051-9262175



TENDER DOCUMENTS

Drug Regulatory Authority of Pakistan intends to purchase and deploy corporate antivirus for 400 users. Detailed specifications of above-mentioned items are provided in this document. Notice of the tender issued on PTA's/PPRA's websites is the part of this contract document.

Terms and Conditions

1. DATE AND TIME OF RECEIPT OF TENDER:

- a. Tender documents duly completed will be received on or before 25th February, 2022 up to 11:00 am. The submission and evaluation of bids will be carried out under the "Single Stage Two Envelop Procedure". The Technical bids will be opened on the same day i.e 25th February, 2022 at 11:30 am in front of the bidder or bidder's representative who may choose to attend.
- b. Tender should be addressed to the Assistant Director (Admin-II), DRAP, Islamabad, DRAP, Headquarters G-9/4, Islamabad.
- c. Whereby the bid will comprise of single package containing two separate sealed envelopes, one envelop will contain the "Financial Proposal" and the second envelop will contain the "Technical Proposal". Technical proposals will have 70% weightage and financial bids will have 30% weightage. Technically qualified companies will be informed to attend the financial bid opening. The financial bids of technically disqualified bidder will be returned un-opened.

2. COMPANY INFORMATION

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

3. EVALUATION CRITERIA

- a. Technical bids will have 70% weightage whereas financial bids will have 30% weightage. Purchase Order will be awarded to the bidder after technical and financial bids evaluation. The bidder obtaining highest marks combining both Technical and Financial proposals will be awarded the contract.

Evaluation criteria of Technical and Financial proposals are as under.:

Technical Score = Marks obtained out of 70 as per Annex-B & Annex-C

Financial Score=

$$30 \times \frac{\text{Amount quoted by the lowest bidder}}{\text{Amount quoted by the bidder whose financial score is to be calculated}}$$

- b. If two or more bidders obtain equal marks in aggregate in Technical & Financial proposals, then the contract will be awarded to the one having lowest financial bid.
- c. The bidder should quote its rates clearly for Corporate Antivirus for 400 users, in the **Financial Proposal** in both figures and words.

4. EARNEST MONEY:

- a. Earnest money in the shape of pay order / bank draft in favor of Pakistan Drug Regulatory Authority of Pakistan, Islamabad amounting to Rs. 150,000/- of the total bid **should only be attached with the Financial Proposal** (Cheques will not be accepted).
- b. **FINANCIAL BID not accompanied with earnest money will be rejected without any right of appeal.**
- c. Earnest money of successful bidder will be retained till warranty period where as earnest money of unsuccessful bidders will be returned within 30 days on its written request after financial bid opening.
- d. In case of cancelation of Supply Order due to default of the supplier, the earnest money shall be forfeited in favor of Drug Regulatory Authority of Pakistan.

5. PRICES:

- a. **The bidder should quote its rates clearly for software, in the Financial Proposal in both figures and words.**
- b. The rates quoted shall remain valid for three months from the date of opening of Technical Proposal.
- c. Bid shall be in Pak rupees only and inclusive of all taxes i.e. GST etc.
- d. No transportation/carriage charges will be allowed.

6. PAYMENT PROCEDURE:

- a. No advance payment shall be made against the supply of software mentioned in this tender document. Payment of bill shall be made after supply and successful deployment of software at DRAP Head Office, Islamabad and issuance of satisfactory completion/stock verification certificate by MIS Division of DRAP.
- b. Payment shall be made after deduction of all applicable taxes i.e. Income Tax etc. as per government rules.

7. SOFTWARE:

- a. The software mentioned in this document Should be licensed with original license keys and original media.
- b. The software should be arranged through the legal channels by providing all duties/taxes (if any) levied by the Govt. and towards this end.

8. DELIVERY PERIOD:

- a. Delivery of items to be made within two weeks after issuance of supply order.
- b. Vendor will be responsible for the safe supply and deployment of software at DRAP Head Office, Islamabad with the provision of at least Three years free warranty / support mentioned at term 10.

9. AUTHORIZED DEALER/DISTRIBUTOR/PARTNER:

Bidder shall be Gold Partner of the relevant Antivirus company. Documentary proof required.

10. WARRANTY:

- a. Vendor will be responsible for the provision of free atleast Three years warranty / support with regular software updates, or manufacturer warranty whichever is greater.
- b. The warranty period will be considered from the date of actual date of deployment.

11. PENALTY:

- a. One (01) % of the total value of supply order will be charged as penalty (per week) on late supply of software upto a maximum of 02 weeks. (Days less than six will be

considered as one week). After expiry of two weeks supply order shall stand canceled and earnest money will be forfeited.

- b. A penalty of 1% of the deposited earnest money per day will be charged if support time exceeds the one working day.

12. INTEGRAL PART:

- a. Annex-A is part of financial proposal, whereas Annex-B and Annex-C are part of technical proposal, which may be read/filled carefully, signed and stamped by the bidder.
- b. Affidavit (Integrity Pact) and Undertaking (All terms & conditions and qualifications listed anywhere in the tender document have been satisfactorily vetted and agreed) (Annexure-C&D)
- c. Covering letter duly signed and stamped by authorized representative. (Annexure-H&I)
- d. The Tenderer shall seal the Original Technical Proposal in an envelope duly marked as under
- e. This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer.

13. DISQUALIFICATIONS:

Offers are liable to be rejected if, there is any deviation from the instructions as laid down in the bid document i.e.

- a. Financial bid is submitted without the required earnest money.
- b. Offers are received after specified date and time.
- c. Specification and other requirements are not properly adhered to or different from those given in the tender documents.
- d. GST and NTN certificates are not attached.
- e. Service centre is not in Islamabad/Rawalpindi.
- f. Supplier is not an authorized dealer/reseller partner and warranty provider of the principal manufacturer for Pakistan.
- g. Any inferior software / spec / requirement that mentioned at Annex-B from A to G.

14. COMPANY'S PROFILE:

Annex-C has to be submitted with all the supporting documents. These documents should be arranged in the same sequence as mentioned in Annex –C part A and Part B.

15. AFFIDAVIT:

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

16. RIGHTS RESERVED:

Drug Regulatory Authority of Pakistan Islamabad reserves the rights to cancel the tender, accept or reject any tender as per PPRA rules or accept the whole or part of tender or increase or decrease the quantity of the Software / users.

17. DEMO OF THE SOFTWARE:

- a. Bidder will have to arrange demo of the quoted software for one week to prove functionalities of corporate antivirus mentioned at Annex-B, and evaluation in the actual environment.
- b. Compulsory requirements from A-G of Annex-B will be evaluated on the basis of demo, similarly marks for requirements mentioned at H of Annex-B will be given on the basis of demo

18. CHECKLIST FOR MANDATORY DOCUMENTS:

i) Following documents must be signed stamped and attached with Technical Bid:

- a. **Proof of Company / Firm** must be in Active Taxpayer List (ATL) of FBR (Yes/No)
- b. **Proof of Company / Firm** must be in Active Taxpayer List (ATL) of FBR (Yes/No)
- c. Company's Profile as a part of technical proposal. (Annex C) (Yes/No)
- d. List of such projects handled with copies of supply order. (Yes/No)
- e. List of clients with telephone numbers and addresses. (Yes/No)
- f. List of employees including technical staff for this project. (Yes/No)
- g. Affidavit on legal paper for not being black listed. (Yes/No)
- h. Copies of authorized dealership/partnership etc. of the principal manufacturer for Pakistan. (Yes/No)

ii) Following documents must be attached with Financial Bid:

- a. Earnest money in shape of bank draft/pay order. (cheques are not acceptable) (Yes/No)
- b. Covering Letter for Financial Proposal as per Annex-i (Yes/No)

19. Redressal of grievances by the procuring agency

- a. All grievances shall be settled as per PPRA, Rules, 2004 by the Grievances Committee.
 - b. 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 not later than ten days after the announcement of the bid evaluation report under rule 35 of PPRA Rules, 2004.
 - c. The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
 - d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
-

Financial Proposal (Bid Format):

Date: _____

Company Name: _____

| Required Specification | Quoted Specification (With Brand Name) | Unit Price Inclusive of GST | Qty | Total Price Inclusive of GST |
|--|---|------------------------------------|------------|-------------------------------------|
| Supply and deployment of Corporate centralized Antivirus for 400 users, imported through proper channel including two year's free updates and onsite support | | | 1 | |

Authorized Signature of bidder with seal stamp

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.

MANDATORY TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATION OF SUPPLY OF ENDPOINT SECURITY OF KASPERSKY / SYMANTEC / BITDEFENDER / OR EQUIVALENT

| S.No. | Description | Requirement |
|----------|---------------------------------------|--|
| A | Operating System Supported | Windows Desktop / Sever Linux Operating System |
| B | No. of Clients | 400 |
| C | Trainings | Comprehensive Training for 03 Persons |
| D | Centralized Updation Feature | Main Antivirus Computer Should be updated directly from internet and other nodes should be updated from main Antivirus computer automatically. |
| E | Protection Features | |
| i) | Centralized Management | YES |
| ii) | Anti-Malware & Firewall | YES |
| iii) | Application Control | YES |
| iv) | Web Control | YES |
| v) | Device Control | YES |
| vi) | File Server Security | YES |
| F | Security Features | |
| i) | Network Protection | YES |
| ii) | Reputation based Proactive Protection | YES |
| iii) | Behavior Based Proactive Protection | YES |
| iv) | Custom Scan Modes | YES |
| v) | Application Control | YES |
| vi) | Safe Mode/ Sandboxing | YES |
| vii) | Privacy / Identify Protection | YES |
| viii) | Device Control | YES |
| ix) | Registry Access Block | YES |

Value Added Services:

- a) One Time Implementation / Configuration Services
- b) Local Support Services – Phone/Email/Remote Session/Onesite at DRAP Islamabad for issues that cannot be resolved remotely-during business hours/days (application during active license term only- Per Month Cases:02 only)

Note: - “A” to “F” are mandatory specifications. Security Features mentioned at F (i) to F (ix) carry three (3) marks each (Total Marks=27) which will be evaluated on the basis of demo.

Any inferior specs of Antivirus will be rejected

Authorized Signature of bidder with seal stamp

Company Profile

| Part A) Mandatory Requirement | | | | |
|--------------------------------------|---|------------|---------------|--|
| 1 | Firm has to produce Sales Tax and Income Tax Registration. | | | |
| 2 | Firm has to produce Authorization dealer, partner, etc. Certificate of the principal/manufacturer for Pakistan. | | | |
| 3 | Firm shall be Gold Partner/direct reseller/distributor of the relevant Antivirus company. Documentary proof required. | | | |
| 4 | Earnest Money enclosed. | | | |
| 5 | At least experience of 10,000 nodes deployment in Pakistan. | | | |
| 6 | Presence at Islamabad. | | | |
| Part B) General Evaluation | | | | |
| Sr. # | Attributes | Max. Score | Points Earned | Criteria |
| 1 | Detail of Offices | 4 | | Firm must have Sales & Services offices in Islamabad / Rawalpindi with proof of authorized service provider from principal manufacturer. |
| 2 | Experience of 10,000 or above nodes deployment | 10 | | Two (5) marks will be given for every 5000 nodes Ten (10) marks will be to 10,000 nodes or above |
| 3 | Total strength of relevant Technical Staff (List shall be attached with name, designation, qualification and related experience). | 10 | | Firm has more than ten relevant technical staff in Islamabad Pakistan. (10 Marks) Firm has more than five and up to 10 relevant technical staff in Islamabad Pakistan. (6 Marks) Firm has minimum five relevant technical staff in Islamabad Pakistan. (4 Marks) |
| 4 | Firm Experience (minimum three years experience required) | 10 | | 01 point will be given for each year of experience beyond three years of mandatory experience. |
| 5 | Projects completed of similar nature (documentary proof be provided i.e. Supply Orders etc.) | 09 | | One point will be awarded for each project of same nature. (100 or more nodes in single order) |
| Total | | 43 | | Note: Minimum technical qualifying marks in this section are 60%, i.e 26 marks out of 43. |

Total Technical Qualification Marks = (Marks of Annex-B) + (Marks of Annex-C)

Contract Agreement

_(To be executed at the time of Award of contract)

(On Stamp Paper)

This CONTRACT AGREEMENT (this "Contract") made as of the [day] of [month], [year], between **Drug Regulatory Authority of Pakistan** (the "Purchaser"), on the one part,

and

[full legal name of Contractor] (the "Contractor") on the other part severally liable to the Purchaser for all of the Contractor's obligations under this Contract and is deemed to be included in any reference to the term "Contractor."

RECITALS

WHEREAS,

- a) Drug Regulatory Authority of Pakistan (Government of Pakistan) intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the consulting services as described in the contract.
- b) The Purchaser has requested the Contractor to provide certain supply of Goods/items as described in Tender Document; and
- c) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Contractor hereby covenants with the Purchaser to supply the Goods and provide the Services and to remedy defects / damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.
2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Goods and provision of the Services and remedying of defects / damage therein.
3. The following shall be deemed to form and be read and construct as part of this Contract:
 - a. The Tender Document
 - b. Bidder's Proposal
 - c. Terms and Conditions of the Contract
 - d. Special Stipulations

- e. The Technical Specifications
- f. Tender Form(s)
- g. Price Schedule
- h. Affidavit(s)
- i. Authorized Dealership / Agency Certificate
- j. Bid/Tender Security
- k. Service Level Agreement (SLA) (if required)
- l. Non-Disclosure Agreement (if required)
- m. Any Standard Clause acceptable for Purchaser

4. This Contract shall prevail over all other documents. In the event of any discrepancy/inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For **[full legal name of the Purchaser]:**

Signature _____
Name _____

Witnessed By: _____

For **[full legal name of the Contractor]:**

Signature _____
Name _____

Witnessed By: _____

WITNESSES

Signature _____
CNIC # _____
Name _____
Designation _____

Address _____

Signature _____
CNIC # _____
Name _____
Designation _____

Address _____

Technical Proposal Submission Form

[Location, Date]

To

Assistant Director (Admin-II)

DRAP, Islamabad

Dear Sir,

We, the undersigned, offer to provide the _ (insert title of item(s)) _ in accordance with your Request for Proposal/Tender Document dated (insert date) and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide supply of items related to the assignment.

We also confirm that the Government of Pakistan / Provincial Government have not declared us, or any Sub- Contractor for any part of the contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Tender Document.

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

We remain,

Yours sincerely,

Authorized Signature
(In full and initials)
Name and Designation of Signatory
Name of Firm
Address

On Stamp paper

AFFIDAVIT

Integrity Pact

We ___(Name of the bidder / supplier)_ being the first duly sworn on oath submit, that Mr. / Ms. _____ (if participating through agent / representative) is the agent / representative duly authorized by _(Name of the bidder company)_ hereinafter called the Contractor to submit the attached bid to the Drug Regulatory Authority of Pakistan undertake further that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the Drug Regulatory Authority of Pakistan any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

_____ Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 20__

_____ Notary Public

On Stamp paper

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and is liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 20__

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Format for Covering Letter

To

Assistant Director (Admin-II)
Drug Regulatory Authority of Pakistan

Sub: _____.

Dear Sir,

- a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c) We agree to abide by this proposal for the period of validity i.e.90 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the Drug Regulatory Authority of Pakistan, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
- g) We would like to clearly state that we qualify for this work as our company meets all criteria indicated on your tender document.

Authorized Signatures with Official Seal

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

To

Assistant Director (Admin-II)
DRAP, Islamabad

Dear Sir,

We, the undersigned, offer to provide the _(Insert title of item(s))_ in accordance with your Tender Notice dated _(insert date)_ and our Technical Proposal. Our attached Financial Proposal is for the sum of _(insert amount in words and figures)_. This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the tender proposal.

We also declare that the Government of Pakistan / Provincial Government have not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Tender Document.

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

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date: