



جامعة كالجارى فى قطر
UNIVERSITY OF CALGARY IN QATAR

Request for Proposal and General Bid Form No. RFP0088

Cisco Web Security Appliance Subscription

Date Issued: 02-04-2017

Closing Date: 16-04-2017

TABLE OF CONTENTS

1	INTRODUCTION	3
2	INFORMATION TO BIDDERS	4
3	THE RESPONSE ASSESSMENT	6
4	THE CONTRACT	11
5	TERMS AND CONDITIONS	12
6	DEFINITIONS	18
7	BID FORM	19
	Schedule A – Requirements/Specifications	20

1

INTRODUCTION

1.1 THE UNIVERSITY OF CALGARY IN QATAR

Chosen by the State to bring its internationally recognized programs to Qatar, the University of Calgary – Qatar is the first satellite campus of the University of Calgary, a large, research-intensive university situated in the city of Calgary, in the Province of Alberta, Canada. The University of Calgary – Qatar offers a full Bachelor and Masters of Nursing Degree program, as well as a separate curriculum to allow experienced nurses to advance their qualifications to a full Baccalaureate. The university's future plans include providing doctorate level program as our student population expands and the demand warrants introduction.

The University of Calgary – Qatar is home to over 400 students and 100 faculty and staff and is currently located at the 10,000 sq. metre Al Rayyan Campus, Al Forousiya Road, Opposite Horse Racing Track.

In addition to working with the State of Qatar, the University collaborates with other health care institutions and educational facilities to raise the profile and professional standing of nursing and to realize a shared vision of excellence in healthcare in this State. Our mission is to excel in research and educational initiatives that contribute to health and wellness; educating nurses who will become renowned for excellence in practice; and preparation of leaders to develop emerging healthcare initiatives.

The University of Calgary – Qatar currently (based on the 2013-2015 fiscal year) has a combined annual budget of CDN \$27 million.

Further information on the University of Calgary – Qatar can be found at www.qatar.ucalgary.edu.qa

1.2 OBJECTIVES

The objectives of the UNIVERSITY OF CALGARY in QATAR in developing this Request for Proposal are to identify the unique logistical requirements of the organization as described in Schedule A, and to ensure careful selection of an experienced, qualified supplier(s) through the use of an established list of criteria for evaluation. This Request for Proposal is to invite suppliers to submit their detailed proposals to satisfy the requirements set out in **Schedule A.**

2

INFORMATION TO BIDDERS

2.1 PROJECT SCOPE

The UNIVERSITY OF CALGARY in QATAR is soliciting proposals from Bidders qualified to provide a bid for **RFP088 Cisco Web Security Appliance Subscription**

For more information on deliverables, please refer to Schedule A.

Bidders shall state other related services that can be provided, such as service agreements, warranties, etc. From the responses received from this request, the University will select a Bidder, based on established criteria, that offers the most attractive and beneficial proposal that will enable the University to offer the best possible instructional materials for its students.

The contract awarded will cover deliverables agreed to by the University and the Bidder and will cover the term required to successfully deliver all identified requirements to successfully complete the project. The University may cancel the contract at any time if established performance criteria are not met or for any other reason that the University deems appropriate.

Bidders are requested to supply complete and accurate information and submit fixed price proposals to provide the equipment and supplies that is determined to best meet our needs.

2.2 THE RFP DOCUMENT

The RFP document is available and can be downloaded in electronic form from the UNIVERSITY OF CALGARY in QATAR web site:

<http://www.qatar.ucalgary.ca/procurement>

Bidders are responsible for monitoring the website for any additional information and addenda concerning this RFP.

2.3 THE RESPONSE

Bidders' responses must follow the format, including all sections of this RFP document. Bidders are responsible for providing complete and accurate information on their company's rationale pertaining to the following generals. **Any sections not answered, or any information not provided may result in the assignment of a lower evaluation score to the response.**

2.3.1 COMPANY PROFILE/REPRESENTATIVES

Provide information on your company's history, present structure, locations, and experience/expertise. Include specifics and resumes on qualified company representatives and their ability/availability to service the UNIVERSITY OF CALGARY in QATAR account as it pertains to the requirements and specifications stipulated in Schedule A.

2.3.2 DELIVERY

The UNIVERSITY OF CALGARY in QATAR requires that delivery be made DDPUNIVERSITY OF CALGARY in QATAR, freight prepaid. Specifically advise in your response if you cannot meet this term. Provide information on all lead times required to supply products/equipment or services listed in the RFP.

2.3.3 PRICING

All costs must be listed. Completely describe all prices, including initial and recurring costs, taxes excluded, DDPUNIVERSITY OF CALGARY in QATAR, freight prepaid, and quoted in Qatari Riyals. Pricing for all items specified in Schedule A must be disclosed in the response. If contracts are awarded, *no* sums will be paid by the UNIVERSITY OF CALGARY in QATAR for any part of the contract except those disclosed in the response.

2.3.4 ADDITIONAL SERVICES

You must supply full information (including all pricing) on any additional services associated with this Request that you are willing to offer to the UNIVERSITY OF CALGARY in QATAR. All such services must be available through the term of the contract and will be ordered and paid for by the UNIVERSITY OF CALGARY in QATAR on an "as required" basis.

2.3.5 SUPPLIER CONTRACTUAL TERMS & CONDITIONS

List separately any contractual terms ***which must be included*** as part of the contract if awarded to you and which would be a condition to acceptance of your proposal.

List separately any contractual terms that you would like the UNIVERSITY OF CALGARY in QATAR to consider, but which would not be a condition of the acceptance of your proposal by the UNIVERSITY OF CALGARY in QATAR. These terms would form only part of the contract with the UNIVERSITY OF CALGARY in QATAR, with specific further agreement of the UNIVERSITY OF CALGARY in QATAR.

All terms and conditions of this RFP are assumed to be accepted by the supplier, and incorporated in the supplier's proposal, except those conditions and provisions which are expressly excluded by the supplier's proposal wording.

IDENTIFY ANY TERMS AND CONDITIONS OF THIS REQUEST WITH WHICH YOU ARE UNABLE TO COMPLY. IT WILL BE ASSUMED THAT THE BIDDER ACCEPTS ALL TERMS AND CONDITIONS UNLESS OTHERWISE NOTED AND ALL SUCH TERMS AND CONDITIONS WILL FORM PART OF THE CONTRACT.

2.3.6 REFERENCES

Bidders must include a list of references of clients to whom you have supplied similar product equipment and/or services. Please include at least three (3) references, complete with the contact person, their telephone number, fax number, e-mail address, and the type of product/service provided.

The UNIVERSITY OF CALGARY in QATAR reserves the right to check the references of any and all bidders at any time during the evaluation process and at our discretion. References may be contacted by phone and/or in writing, and any information received will be used to assist the evaluation committee in determining a supplier's compliance with this Request For Proposal.

The UNIVERSITY OF CALGARY in QATAR will not enter into a contract with any supplier whose references, in the opinion of the UNIVERSITY OF CALGARY in QATAR, are found to be unsatisfactory.

2.3.7 BID SUBMISSION

Bids must be properly sealed in separate envelopes as follows:

- Technical Bid (original + 1 copy)
- Commercial Bid (original + 1 copy)

The 2 sealed envelopes must specify on the outside of the envelope, the name of the bidder and to which Bid the envelope houses (Technical or Commercial)

THE RESPONSE ASSESSMENT

3.1 RESPONSE RULES

- 3.1.1** The responses and accompanying documentation submitted by suppliers becomes the property of the UNIVERSITY OF CALGARY in QATAR and will not be returned.
- 3.1.2** The UNIVERSITY OF CALGARY in QATAR shall not be responsible or liable for any costs associated with the preparation, presentation and submission of any supplier's response to this RFP
- 3.1.3** Proposals shall remain final and binding on the vendor for **120**days from the RFP closing date, and may not be altered by subsequent offers, discussions, or commitments unless the vendor is requested to do so by the UNIVERSITY OF CALGARY in QATAR. The proposal shall be used as the basis for the agreement.
- 3.1.4** In other than a sole source situation, a single response (for example, a proposal from only one supplier to the RFP) may be deemed a failure of competition, and at the sole opinion of the UNIVERSITY OF CALGARY in QATAR, the RFP may be cancelled.

- 3.1.5 The UNIVERSITY OF CALGARY in QATAR reserves the right to cancel this RFP in its entirety after the advertised closing date, if all qualified bids exceed the UNIVERSITY OF CALGARY in QATAR's allocated budgets, or if the scope of the UNIVERSITY OF CALGARY in QATAR requirements change.
- 3.1.6 Proposals which are incomplete, conditional or obscure, incorrect, or in any way fail to conform to the requirements of the RFP document, or which contain alterations, erasures, or irregularities of any kind will be rejected.
- 3.1.7 The UNIVERSITY OF CALGARY in QATAR shall retain the RFP, all related terms and conditions, exhibits, and other attachments, in original form, in an archival copy. Any modification to these in the Bidders' submission is grounds for immediate disqualification.
- 3.1.8 The representations in this RFP are furnished merely for general information of suppliers and are not, in any way, warranted or guaranteed by or on behalf of the UNIVERSITY OF CALGARY in QATAR. All prospective suppliers are urged to conduct their own investigations into the material facts, and the UNIVERSITY OF CALGARY in QATAR shall not be held liable or accountable for any error or omission in any part of this RFP.

3.2 ELIGIBILITY/ACCEPTANCE/REJECTION OF RESPONSES

- 3.2.1 This Contract shall be governed by and construed in accordance with the laws of the State of Qatar and shall be deemed to be executed in Doha, Qatar. These laws require the UNIVERSITY OF CALGARY in QATAR to conduct the competition strictly in accordance with the declared rules of the RFP. As a result, to avoid the automatic disqualification of any bid that is non-compliant, the UNIVERSITY OF CALGARY in QATAR must have the express power in the RFP to waive any non-compliance by a Bidder with the requirements of the RFP. We have chosen to create the express power in the RFP to waive only minor non-compliance with the RFP requirements. This allows us to consider and possibly accept any bid that is advantageous to the UNIVERSITY OF CALGARY in QATAR, although it may be non-compliant in some minor respect. However, Bidders should note that we have reserved the right to waive only minor non-compliance with the requirements of the RFP, as determined by the UNIVERSITY OF CALGARY in QATAR at its sole discretion. We strongly urge Bidders to review the requirements of the RFP carefully and ensure their bid is fully compliant with all requirements.
- 3.2.2 Bidders may withdraw their proposals anytime prior to the RFP closing time.
- 3.2.3 Bidders must ensure that all responses submitted are in a sealed envelope, **clearly marked with the identifying RFP number and name. Facsimile or e-mail responses will not be accepted.**
- 3.2.4 This Contract has been executed in the English language and responses received shall be in the form of Original plus one copy at the UNIVERSITY OF CALGARY in QATAR until 14:00:00 hours, and not later than 14:00:00 hours, on **Sunday, 16th April, 2017**
- 3.2.5 All responses are date-marked when received at the UNIVERSITY OF CALGARY in QATAR reception desk. If a dispute arises as to whether the response was received before

the 14:00:00 hour deadline, the date/time marking made by the receptionist at the UNIVERSITY OF CALGARY in QATAR is the only date and time acknowledged by the UNIVERSITY OF CALGARY in QATAR.

3.2.6 All Bidders are requested to send their RFP responses to:

Delivery Address

Main Reception Desk
Procurement Officer
UNIVERSITY OF CALGARY in QATAR
Box 23133
Al Rayyan Campus, Al Forousiya Road
Opposite Horse Race Track
Doha, Qatar
Tel.: +974- 4406 5216

Responses not received at this location by the closing date and time stated will be rejected and returned unopened to the Bidder.

3.2.6 This RFP should not be construed as a contract to purchase goods or services. The UNIVERSITY OF CALGARY in QATAR is not bound to accept the lowest priced or any proposal from those submitted. The UNIVERSITY OF CALGARY in QATAR is not under any obligation to award a contract, and reserves the right to terminate the RFP process at any time with any or all of the responding bidders. The UNIVERSITY OF CALGARY in QATAR reserves the exclusive right, at its sole discretion:

- To accept the proposal which it deems to be most advantageous to the UNIVERSITY OF CALGARY in QATAR and to waive any deviations in the proposal;
- To reject all proposals and invite new proposals for the goods/services required;
- To increase, decrease, delete, or vary any portion of the work;
- To reject proposals which in its opinion are clearly non-viable from an implementation, operational, environmental, scheduling technological, or financial perspective;
- To reject proposals with significant omissions of required information as they relate to desirable requirements;
- To reject proposals that have conditions attached which are not authorized by the RFP;
- To reject proposals which fail to provide satisfactory references, or to meet servicing requirements;
- To reject all proposals in any case as described in 3.1 Response Rules above.

3.2.7 No act of the UNIVERSITY OF CALGARY in QATAR other than a written notice, signed by the buyer shall constitute an acceptance of a response. The UNIVERSITY OF CALGARY in QATAR may require the successful bidder to execute formal documents prepared by the UNIVERSITY OF CALGARY in QATAR, consistent with this Request and the successful bidder's response. However, the absence of formal documents shall not affect the binding nature of the contract arising from your submission.

3.3 RESPONSE EVALUATION

- 3.3.1** Upon receipt of supplier's responses, an evaluation committee will screen each to ensure the supplier's compliance with the requirements of this RFP. The committee reserves the right to (at its sole discretion) determine whether or not any proposal is compliant with this request. Other than those deemed as minor non-compliant issues, non-compliant proposals will be rejected.
- 3.3.2** After a response has passed the initial screening, the committee will analyze the detailed specifications of the supplier's proposal.
- 3.3.3** The selection (if any) of responses will be based on pre-determined criteria.
- 3.3.4** The UNIVERSITY OF CALGARY in QATAR reserves the right to seek proposal clarification from bidding suppliers to assist in the evaluation.
- 3.3.5** After the initial evaluation of bidders responses, the UNIVERSITY OF CALGARY in QATAR reserves the right to short-list potential suppliers, and may request that these short-listed bidders make a formal presentation. Such presentations shall be made at the at the cost of the bidder
- 3.3.6** Please note that the UCQ Procurement Committee is not bound to select any of the firms /institutions submitting proposals. Furthermore, since a contract will be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to UCQ Procurement Committee's general principals, including economy and efficiency. UCQ Procurement Committee does not bind itself in any way to select the firm /institution offering the lowest price.

3.4 NEGOTIATIONS

The UNIVERSITY OF CALGARY in QATAR reserves the right to negotiate with any supplier submitting a response to alter, clarify, and enhance the proposal and any contract arising out of acceptance of the response.

3.5 CLOSING OF PROPOSAL

Suppliers may not submit new price proposals after the specified deadline date.

The opening of responses will be closed to the public.

3.6 ADDENDA/EXTENSIONS

All addenda issued during the time of the RFP, and at closing, will become part of the contracts. The UNIVERSITY OF CALGARY in QATAR may, by addendum, extend the deadline date for a period of not more than five (5) business days. All addenda will be posted on the UNIVERSITY OF CALGARY in QATAR website:

<http://www.qatar.ucalgary.ca/procurement>

3.7 MODIFICATION

Amendments to your proposal must be received in writing prior to the deadline date, time and location.

3.8 FURTHER INFORMATION

The supplier is responsible for clarifying interpretation of any terms in the RFP, prior to submitting the proposal, by contacting the person(s) listed below. Information obtained from any other source is not official and may not be accurate.

Bid and Technical Information

Wayne Hann

Director, Information Technology
University of Calgary Qatar
AL Forousiya Road, Doha, Qatar

Office +974 4406 5226

Mobile +974 5501 4206

Fax +974 4406 5299

Web <http://www.ucalgary.edu.qa>



جامعة كالغاري في قطر
UNIVERSITY OF CALGARY IN QATAR

*Enriching health and wellness in Qatar and the Gulf region
through world-class education of nursing leaders and practitioners*

3.9 INNOVATIVE PROPOSAL

Bidders are encouraged to supply information on new and innovative processes that they feel would be beneficial to the UNIVERSITY OF CALGARY in QATAR (innovative proposal). The innovative proposal should be set out *entirely separately* in your proposal and will only become a contract if and when specifically agreed upon between you and the UNIVERSITY OF CALGARY in QATAR, apart from any acceptance of the basic proposal. The innovative proposal must address all purchase and service requirements of the UNIVERSITY OF CALGARY in QATAR.

THE CONTRACT

4.1 THE CONTRACT

The Contract you will have with the UNIVERSITY OF CALGARY in QATAR, if awarded to you, will include:

- 4.1.1 This Request and all of its schedules.
- 4.1.2 Your response, in its entirety, to the Request and, in that regard, all promises made in the response will be deemed covenants in the contract and all information, representations, and warranties made in the response will be deemed representations and warranties of the contract surviving the signing of any additional or formal documents prepared by the UNIVERSITY OF CALGARY in QATAR and the termination of the contract; provided that only those contractual terms indicated by you in your response as being terms which you would like the UNIVERSITY OF CALGARY in QATAR to consider and which are specifically agreed to by the UNIVERSITY OF CALGARY in QATAR form part of the contract.

4.2 CONFIDENTIALITY AND THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 4.2.1 The bidder acknowledges that the UNIVERSITY OF CALGARY in QATAR must operate in accordance with *The Freedom of Information and Protection of Privacy Act (FOIP)* of Alberta as amended, revised, or substituted from time to time, and shall abide by the requirements of *FOIP* insofar as applicable to its operations and the information the bidder has access to, collects, or uses as a consequence of carrying out its obligations under this Request or any consequent contract.
- 4.2.2 The bidder, the bidder's employees and agents shall:
 - a) Keep strictly confidential all information concerning the UNIVERSITY OF CALGARY in QATAR and/or third parties or any of the business or activities of the UNIVERSITY OF CALGARY in QATAR and/or third parties acquired as a result of participation in the Request.
 - b) Only use, copy, or disclose such information as is necessary for the purpose of submitting a proposal or upon written authorization of the UNIVERSITY OF CALGARY in QATAR.

4.3 BID DISPUTE PROCESS

- 4.3.1 At the conclusion of the RFP, a letter reflecting the successful bidder(s) will be sent to the short-listed suppliers only. Unsuccessful suppliers may request a debriefing by contacting Mr. Nanda Kumar Kanjilattu, Procurement Officer.

- 4.3.2** The name of the successful bidder(s) will be made available to all non-short-listed bidders, and shall be divulged upon receipt of written request by the Supply Management within sixty-days (60) of the award date.
- 4.3.3** All award disputes or protests must be submitted in writing to the Director of Finance within five (5) days of the award date. Failure to protest within this time period shall be deemed a waiver of all rights. The Director of Finance's decision will be final in all protests or disputes. The UNIVERSITY OF CALGARY in QATAR takes protests very seriously and expects the same. Written protests shall include the following:
- Name, address, telephone and fax number of complainant
 - Complainant's or its representative's signature
 - Reference competitive bid or contract number
 - Detailed documentation of the legal and factual grounds of the dispute, complete with copies of relevant documents
 - State dispute resolution expectations

TERMS AND CONDITIONS

5.1 INSURANCE

Suppliers shall provide proof satisfactory to the UNIVERSITY OF CALGARY in QATAR that they have valid subsisting public liability and property damage insurance showing the types of coverage, the amounts, and the effective dates of the insurance, which shall not be less than Qar2,000,000 for bodily injury and property damage, inclusive limits or such greater amount as elsewhere provided in the contract. Failure for any reason to furnish this proof at any time shall be a breach of the contract, allowing the UNIVERSITY OF CALGARY in QATAR to terminate the contract or at the UNIVERSITY OF CALGARY in QATAR's option, to supply such insurance and charge the cost to the Supplier. The UNIVERSITY OF CALGARY in QATAR may require the Supplier to have the UNIVERSITY OF CALGARY in QATAR added as an insured party to the insurance policy and/or require the Supplier to furnish a certified copy of the policy for such insurance.

5.2 INDEMNIFICATION

Suppliers shall indemnify and save harmless the UNIVERSITY OF CALGARY in QATAR from and against all losses, costs, expenses and claims, demands, actions, payments, suits, recoveries, judgements, and settlements of every nature or description brought or recovered against or incurred directly by the UNIVERSITY OF CALGARY in QATAR by reason of any act or omission (negligent or otherwise) of the Supplier, or their agents or employees, in the performance of the contract.

5.3 PATENT INDEMNITY

The Supplier shall defend, at your own expense, any action brought against the UNIVERSITY OF CALGARY in QATAR to the extent that is based on a claim that the equipment supplied by the supplier under the contract infringes any patent, industrial design, or any other similar right, and the Supplier shall pay any costs and damages finally awarded against the UNIVERSITY OF CALGARY in QATAR in any such action.

5.4 INTELLECTUAL PROPERTY RIGHTS

The UNIVERSITY OF CALGARY in QATAR will be the owner of any intellectual property rights, including patent, copyright, trademark, industrial design and trade secrets in any product developed through the Contract. Licensing and marketing rights to the developed product will not be granted in the Contract. Proposals regarding these rights should not be submitted in response to this RFP and will not be considered in evaluating responses. If, in the future, the UNIVERSITY OF CALGARY in QATAR elects to commercialize the developed product, the licensing and marketing rights will be negotiated separately.

5.5 DEFAULT

If service, quality, cost, or availability is deemed to be unacceptable and these defaults have not been corrected within 30 days of notice to do so, the UNIVERSITY OF CALGARY in QATAR has the right to cancel the contract upon thirty-days (30) written notice. Suppliers will only be entitled to payment for goods and services provided under the terms and conditions of the Agreement, up to the date of the default, and that there shall be no right or entitlement to the payment of any further sums or damages whatsoever.

5.6 ASSIGNMENT

Neither party shall assign this contract or any monies to become due thereunder without the prior written consent of the other.

5.7 PERMITS AND LICENSES

The supplier shall obtain and pay for all permits and licenses required either by the State of Qatar or any other authority to enable the supplier to do all things necessary to perform the contract according to the provisions of the contract.

5.8 LAWS

The laws of the State of Qatar will govern this contract.

5.9 THE LABOUR RELATIONS CODE

The Supplier shall comply with all applicable provisions of Qatari Labour Law and all regulations made thereunder and any amendments thereto or any code or act passed in substitution therefore together with the applicable regulations as amended from time to time. Without limiting the generality of the foregoing, the Supplier shall pay all of your employees as required by the said law and the said regulations then in force.

5.10 WORKPLACE SAFETY

The Supplier shall comply with all the provisions of the State of Qatar and UNIVERSITY OF CALGARY in QATAR Workplace safety regulations, and all amendments thereto, and all regulations now or hereafter made thereunder, and shall indemnify the UNIVERSITY OF CALGARY in QATAR in respect to all matters arising out of or in connection with the Supplier's failure to comply in all respects with applicable provisions of the said act and regulations.

5.11 CONTRACT TERMINATION

The UNIVERSITY OF CALGARY in QATAR reserves the right to terminate the contract, or any part of the contract resulting from this RFP, due to unsatisfactory material, goods or service being supplied at any time during the contract period. Unsatisfactory material, goods, or services are defined as follows:

1. The quality of product is below that specified in the response to Request for Proposal.
2. The supplier is unable to deliver in the time periods specified.
3. The supplier fails to follow the UNIVERSITY OF CALGARY in QATAR's ordering and delivery procedures stated in the contract.
4. Support and service that does not meet standards stated in the contract or are otherwise not acceptable.

5.13 MUTUAL TERMINATION

With mutual agreement of both parties, upon receipt and acceptance of not less than sixty (60) days written notice, the contract or part of the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

5.14 PREPAYMENT TERMS

If prepayment is required, the Supplier must promptly provide and pay for a performance bond equal to the amount of the required prepayment.

5.15 TIME

Time is of the essence.

5.16 CONFLICT OF INTEREST DISCLOSURE

All proposal submissions must include full disclosure of all existing business relationships including, but not limited to, ownership interests or affiliations, direct or indirect, pertaining to the Request. Should a conflict of interest arise, the UNIVERSITY OF CALGARY in QATAR, at its sole discretion, may disqualify the proposal submission. Failure to disclose a potential conflict of interest in the proposal submission may result in disqualification from proposal process or termination of any contract that has been awarded as a result of the proposal process.

Purchase order Terms and conditions

1. Unless waived or otherwise agreed to in writing by the Buyer (University of Calgary) this Purchase Order, its terms and conditions, together with all relevant documents, drawings and specifications referred to herein, shall, when accepted by the Vendor, constitute the contract between the Vendor and the University of Calgary - Qatar (UCQ) and shall not be altered, amended, varied or modified.

2. In accepting this order, the Vendor undertakes and agrees to provide all materials and/or perform all the services shown or described in the contract documents and in strict compliance therewith.

3. The Vendor agrees not to invoice at prices higher than those formally agreed to by this order or subsequent amendment.

4. If supplies furnished on this order are covered by separate contract, this order is given subject to the conditions specified in such contract; if for supplies not under contract, then the articles are to be supplied within a reasonable time after the order is given and the Vendor of any article to be used for a particular purpose warrants without any exception, that it is reasonably fit for that purpose.

5. Unless otherwise stated, all funds are payable in Qatari Riyals.

6. Each article or class of material or service to be supplied under this contract shall be in strict accordance with the specification. In the event UCQ judges that the quality of such article, material or service is deficient, UCQ may cancel the order by returning the goods at the Vendor's expense and debiting the Vendor's account with original purchase costs(s).

7. Where a delivery date is stated, delivery by such date is regarded as of the essence of the contract. Failure on the part of the Vendor to complete by the stated delivery date for reasons other than those beyond his control, will entitle UCQ to any one or combination of the following remedies:

- a) Cancel the order.
- b) Reassign the contract and charge the original Vendor with all incremental costs involved.

8. The Vendor warrants:

- a) That the product(s) and /or service(s) supplied to UCQ conform in all respects to the standards set forth by State agencies.
- b) That the shipping and handling of designated products and/or hazardous materials will be made in accordance with applicable State and Municipal regulations in force at the time of shipment.
- c) Failure to comply with articles 8.a and 8.b as noted above will be considered breach of the contract.

9. Insofar as this order specified F.O.B. point, UCQ shall accept title for the goods at that point only. Materials not sold F.O.B. destination must be prepaid and charged or collect. Transportation charges, other than postage, must be supported by documents. Materials shipped parcel post must be insured. C.O.D. charges will not be accepted.

10. Unless this is a fixed price order, the Vendor undertakes and agrees to submit any price change proposals in detail and in writing to UCQ at least 30 days prior to their effective date. Such proposals will be subject to scrutiny and may be negotiated or the purchase order may be cancelled.

11. Vendor has the option to submit a invoice either in person or by mail, fax or email. Vendor will submit the invoice with reference to the purchase order to:

The University of Calgary - Qatar
Attn Accounts Payable
Al Forousiya Rd., Opposite Horse Race track
PO Box 23133
Doha, Qatar
Fax 974.4406.5299
Email apqatar@ucalgary.ca

12. UCQ shall not be responsible for any goods delivered and invoiced without a purchase order or purchase order number being received by the Vendor. The Vendor must ensure all invoices submitted to UCQ contain and clearly state a UCQ purchase order number. Failure to comply with this requirement may result in the invoice being returned to the Vendor and a delay in the payment of the Vendor's invoice.

13. Trade Discounts Advantage will positively be taken of all special and short term discounts. Discount date will be computed from date invoice received or date the goods are received, whichever is the later.

14. UCQ's standard payment terms are N30, however, every effort will be made to pay invoices as soon as possible. Advance payments will not normally be paid. Should an advance payment be required by the vendor, it will only be paid to a maximum of 20% and only after receipt of a bank guarantee for the same amount of the advance.

15. For all goods purchased directly from foreign countries for shipment into Qatar, the selling firm shall include four completed and signed copies of the Qatar Custom Invoice with the documentation accompanying the shipment. UCQ Customs and Traffic section performs most of its own customs and duty clearance requirements.

16. The Vendor agrees that all Canadian Goods and Services Tax and/or Customs Duty entitlement provided for by the Excise Tax and/or Customs Tariff Acts and all tax duty rate decreases and/or exemptions, resulting from amendments re-classifications, remissions or clarifications thereof on tax and/or duty- applicable priced goods/materials involved, whether recognized or not at the time the order is awarded, shall be passed on to UCQ. Otherwise said order is based on the specific Goods and Services Tax and/or Customs Duty status shown, which must be adhered to and all invoice billings must agree accordingly.

17. If the Vendor manufactures outside of Qatar or purchases outside of Qatar any goods involved in this contract, he must ensure that he, his agent, or representative is the "Importer of Record" for customs purposes.

18. The Vendor by its acceptance of the purchase order, shall indemnify and hold harmless UCQ, its agents and employees, from and against all loss or expense by reason of the liability imposed by law upon UCQ, its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work.

19. The Vendor shall pay the royalties and patent license fees required for the performance of the contract. The Vendor shall, at his own expense, defend all suits and instituted proceedings against UCQ and indemnify UCQ against any award of damages, demands, losses or costs made against UCQ if such suits or proceedings are based on any claim that any of the products, documentation, parts and equipment, as supplied by the Vendor, constitutes an infringement, or an alleged infringement, of a patent, copyright, trademark, industrial design or other intellectual property right ("IP Rights") by the Vendor or anyone for whose acts he may be liable. If any of the products, documentation, parts and equipment constitute an infringement of IP Rights and its use is enjoined, the Vendor shall, at his own expense, procure for UCQ the right to continue using same, replace or modify same, so it becomes non-infringing and meets UCQ requirements, or pay UCQ for loss of use of same and for consequential damages or losses, which occur as a result of the alleged infringement of a patent by the Vendor or anyone for whose acts he may be liable.

20. UCQ shall not be bound by any total disclaimer or implied warranty and any expressed warranty or condition does not negate a warranty or condition implied by Consumer Protection Law (Qatar) unless inconsistent therewith.

21. The contract will be governed by the laws of the state of Qatar.

22. For purchase orders covering the supply and install of equipment or on-site service work by a Vendor, the Vendor is required to:

a) Ensure compliance by both the Vendor itself and Sub-contractors with the requirements of the Qatar Labour Law and all applicable regulations thereunder including and especially Part Ten related to Safety, Vocational Health and Social Care and Part Eleven related to Work Injuries and Compensation Thereof.

b) The Vendor shall provide proof satisfactory to UCQ that all Vendors have valid subsisting public liability and property damage insurance showing the types of coverage, the amounts and the effective dates of the insurance, which shall not be less than Qr 2,000,000 for bodily injury and property damage inclusive limits or such greater amount as elsewhere provided in the contract. Failure for any reason to furnish this proof at any time shall be a breach of the contract, allowing the University to terminate the contract or at the University's option, to supply such insurance and charge the cost to the Vendor.

23. UCQ, Distribution Services does not have the equipment to deliver shipments in excess of a crate/pallet size of 1.98 Meters (6 feet 6 inches) and/or 100 kg (2200 pounds) to end user locations. It is the Vendor's responsibility to notify the Buyer listed on the PO before accepting any order when the shipments will exceed these limits. The University may require the Vendor to provide resources and costs to supply and install directly to the end user location

DEFINITIONS

“MUST”, “MANDATORY”, “WILL”, OR “SHALL”...

mean a requirement that must be met in a substantial unaltered form in order for the proposal to receive consideration.

“SHOULD” OR “DESIRABLE”...

mean a requirement having a significant degree of importance to the objectives of the Request.

“OPTIONAL”...

means a requirement not considered essential but for which preference may be given.

“HEADINGS”...

are used for convenience only, and they will not affect the meaning or interpretation of the clauses.

“UNIVERSITY OF CALGARY IN QATAR”...

means to The UNIVERSITY OF CALGARY in QATAR.

“SUPPLIER”, “VENDOR”, “CONTRACTOR” “MANUFACTURER” OR “BIDDER”...

means any company submitting a proposal for the provision of the goods and/pr services requested in the RFP.

BID FORM

The following bid form must be included as part of your response. **Failure to include the bid form with the response will result in the disqualification of the response.**

The undersigned company represents and warrants that it is authorized to carry on business of this nature and that it is not disabled from performing the contract if awarded by any law of the State of Qatar. The undersigned also acknowledges receipt, understanding, and has taken into consideration all the information presented in the Request for Proposal. The undersigned further confirms and agrees that the person whose name is set out below is fully authorized to represent the company and to bind it to this response and contracts awarded pursuant to it and in all matters relating to or arising out of the subject matter of this response. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.

LEGAL CORPORATE NAME

DATE

MAILING ADDRESS

NAME AND TITLE (PLEASE TYPE)

CITY, COUNTRY

E-MAIL ADDRESS

PHONE AND FAX NUMBER

AUTHORIZED SIGNATURE

ACKNOWLEDGEMENT OF ADDENDA RECEIVED (If Applicable)

We hereby acknowledge receipt of addenda and have modified our bid accordingly.

INDICATE THE # OF ADDENDA RECEIVED
(E.G. ADDENDA # 1,2,3)

COMPANY NAME

SIGNATURE, NAME AND TITLE OF AUTHORIZED COMPANY OFFICIAL

DATE



جامعة كالجارى فى قطر
UNIVERSITY OF CALGARY IN QATAR

SCHEDULE A REQUIREMENTS

Cisco Web Security Appliance Subscription

UCQ currently has licenses and appliances for Cisco Web Security Appliance (WSA) and has the system up and running. However, since the subscription service has expired we wish to renew the subscription for three years. The Cisco part number required for this acquisition is as follows:

WSA-WSP-1Y-S4, Web Premium SW Bundle (WREP+WUC+AMAL) 1YR, 1K-1999 Users

for a three year period. Certified Cisco partners in Qatar are invited to bid on this opportunity. Note that UCQ already has the appliance and all hardware required for the WSA solution up and running. This acquisition is merely to renew the subscription for three more years. Note that installation, configuration, commissioning, etc. for this solution is NOT required. UCQ just needs the subscription renewal.