

**WATER & SANITATION SERVICES PESHAWAR
(WSSP)**

BIDDING DOCUMENTS

For

Provision of Microsoft Office 365 Licenses (Latest Version)

FOR WSSP

Tender ID: WSSP/IT/21-05/2018

Issued at WSSP Peshawar

Nov, 2019

WATER AND SANITATION SERVICES PESHAWAR

Plot # 33, Street No. 13, Sector E-8, Phase-VII, Hayatabad Peshawar.

Office Ph # 091-9217871

Disclaimer

Though adequate care has been taken while preparing this document and information provided therein, but it is advised that the bidder must satisfy himself for the corrections and sufficiency of the Data. Information on any discrepancy should be intimated to this office immediately. If no information is received from any of the bidders within the time of submission date, it shall be presumed that this document is correct and complete in all respects. If considered necessary in the interest of work / public, Water & Sanitation Services Peshawar (WSSP) reserves the rights to modify, amend or supplement this document.

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Part I

Introduction

WSSP intends to acquire Microsoft Office 365 Business Premium licenses for 89 users with platinum subscription at WSSP Head Office.

Detail of Scope of work required for the mentioned Supply / Services is available in Terms of Reference (ToR).

1) Bidding Process:

Bidders (SP) will be selected after an open and transparent bidding process in accordance with Public Procurement Regulatory Authority (PPRA) guideline. Salient features of the bidding process are:

- a. The bidding process shall be a SINGLE STAGE, SINGLE ENVELOPE.
- b. The Bidder must be an Authorized dealer of Microsoft (Proof shall be provided).**
- c. The Order will be placed with Lowest Successful Bidder having Authorized Partnership with Microsoft (Proof will be required), else the bid will be rejected.

2) Eligibility Criteria:

Bidders must give compliance to the below mentioned clauses as these are mandatory to being eligible for the bidding process.

- a. Bidders having minimum 5 years of working experience from the date of incorporation of the company / registration of the firm shall be eligible to participate.
- b. The vendor will ensure prompt and uninterrupted services from legal sources.
- c. NTN and Sales Tax registration certificates, as per the applicable government regulation, shall be provided in the proposal.
- d. The bidder should provide the Authorized Licensing Solution Partner (LSP) certificate in the following areas (Cloud Platform, Email Services "Microsoft Exchange", Windows & Devices, Collaboration & Content).
- e. The bidder should provide an undertaking on stamp paper that it is not blacklisted by any of the Provincial / Federal Government or organization of the state / Federal Government in Pakistan.
- f. The bidder must submit Annual Audited Report for the last three years.
- g. The firm must submit List of Offices across Pakistan.
- h. The bidder shall give at least Seven Relevant References (Purchase Order) of similar nature project.
- i. The bidder must have minimum Five Certified Resources for (Exchange Server Upgradation, Enterprise Support, Office 365).
- j. The bidder must have Minimum Three System Center Certified Resources.

3) General Conditions:

- a. The bidder will be selected after an open and transparent bidding process.
- b. Proposals shall be submitted in English language.
- c. All prices mentioned in the Financial Proposal shall be in Pak Rupees (PKR).
- d. Each page of the Proposal shall be signed by an authorized representative of the bidder.
- e. For clarification on any item, the applicants may send a written request, up till 07 (seven) days before the proposals submission date.
- f. WSSP may reject all bids or proposals at any time prior to the acceptance of a

bid or proposal. WSSP shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals but is not required to justify those grounds as per PPRA Rule (2014).

- g. The company may increase or decrease the required services with in eligible increased cost in the light of KPPRA Rules 2014.
- h. The costs of preparing the proposal and of negotiating the contract, including visits for discussion with WSSP are not reimbursable.
- i. In case of non-conformity with the desired specification, the Services shall be replaced by the Supplier free of cost. No additional time shall be permitted, and any delay may result in imposition of liquidity damages as mentioned in Point K.
- j. The contracted services shall be completed within 4 week after the issuance of Purchase Order to successful Bidder.
- k. In case of delivery delays beyond stipulated time, a penalty at the rate of 0.15% of total purchase price per day for each day beyond final delivery date, for delays exceeding 3 weeks from the final date WSSP may cancel the purchase order and forfeit the bid security.
- l. WSSP will carry out relevant test and will inspect the provided service for successful acceptance. Otherwise it shall be rejected, and contract may be awarded to 2nd lowest party.
- m. Supplier shall be responsible for Installation and Commissioning of equipment (Where applicable).

4) Bid Security / Performance Guarantee:

- a. A bid security in the form of a Demand Draft in the name of " CEO, Water & Sanitation Services Peshawar" amounting 2% of the total bid Cost must be attached with the proposal.
- b. Payment of bid security in the form of Cash or Cheque shall not be entertained and such bids shall be returned unopened.
- c. Bid Security of Unsuccessful bidders will be released within 10 days of the issuance of purchase order to the successful bidder.
- d. Bid security of the successful bidder will be released after submission of Performance Guarantee equivalent to 10 % of purchase order and shall be released after 3-months of Successful Services.

5) Submission, Opening and Receipt of Proposals:

- a. The original proposal shall be prepared without any overwriting. Please note;
- b. The Financial Proposal shall be submitted in properly Sealed.
- c. Proposals must be delivered at the address given below on or before 11:00 am (PST), till **27-11-2018** and shall be opened on the same day at 11:30 am in the presence of company representatives who wishes to attend.

Manager Procurement WSSP.
Local Government Complex,
Plot # 33, Street # 13, Sector E-8,
Phase –VII, Hayatabad, Peshawar.
Tel: (+92 91) 9217724

6) Payment Terms:

The Payment will be made within 10-15 working days after Issuance of Registered Software.

7) MS Office 365

Water & Sanitation Services Peshawar (WSSP), invites proposal for providing Microsoft Office 365 Business Premium (Latest Version) for 89 users Licenses Software with one year subscription, which may be extendable after mutual consent

Following requirements depict the expectations from Vendors:

Add wsspeshawar.org.pk domain to Microsoft Office 365

Transfer all the currently configured official email addresses to Office 365 without losing any previous data

The vendor is required to provide the technical training for minimum 4 users to manage the office 365 in an enterprise environment.

Part II

TENDER "TERMS & CONDITIONS"

Sealed tenders are invited through Single Stage Single Envelop for **Microsoft Office 365 Business Premium (Latest Version) licenses for 89 users with one-year subscription.**

Tender envelop(s) must be sealed and Marked as "Financial Proposal" which shall be addressed to General Manager HR/Admin & Procurement WSSP.

1. **Incomplete tender will not be accepted.**
2. **Conditional tender will not be accepted.**
3. The price must be quoted as per BOQ, nothing over and above the quoted price would be payable to the successful bidder. The Tenderer must quote the price both in words as well as in figures. Any over writing /cutting etc. shall render the tender invalid.
4. **The option in the rates will not be entertained and the tender will be rejected straightway.**
5. Tenderer would not be permitted to alter or modify their bids after expiry of the deadline for receipt of Bids.
6. If the services are found inferior by the Purchase/Technical Committee, the contract will be cancelled.
7. The Purchase Committee reserves the right to relax any terms and condition in the govt. interest with the approval of Competent Authority.
8. The Competent Authority can terminate/recall the tender due to administrative reasons.
9. All disputes are subject to the jurisdiction of the Courts at Peshawar; if not settled by Central Procurement Committee of WSSP.
10. A copy of terms and conditions duly signed & stamped by the tenderer, as a token of acceptance of the same should be attached along with the tenders.
11. The tender will be rejected straightway without assigning any reasons if the firm declared black listed by any Govt. /Semi govt. department/agencies etc. OR information provided found false at any time.
12. Tenderer(s) shall indicate complete technical specifications and all features and also submit its literature/brochures (Where required / applicable).
13. The tendering firm will also submit a certificate that the product offered by them is as per requirements and Standard of Software Company.
14. If the performance of the System fails to meet the contract specifications, then the same shall be replaced by the Supplier free of cost during the term of the warranty/guarantee period.
15. The quoted rates should be inclusive of all applicable taxes, and any additional charges. WSSP shall not be responsible to pay for transportation / Installation / Commissioning etc.
16. The bidder should be registered company with taxation authorities.

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 / bidding documents and are liable to any legal action for furnishing false information / documents.

**SIGNATURE
WITH STAMP OF THE FIRM**

Date: _____

PROVIDER'S PROFILE

Company	
Address of Office	
Telephone /Mobile Nos.	
NTN No	
Years of Experience	
No. of Clients	

Authorized Signature: _____

Name & Designation : _____

Company Seal : _____

Bill of Quantity

Provision of Microsoft Office 365 Licenses (Latest Version) FOR WSSP

S.No	Items	Description	Qty / Users	Unit Price (Annually)	Total
1	Microsoft Office 365 Business Premium licenses	Licenses for the period of one year	89 Nos		
GRAND TOTAL (PKR)					

Inwords _____
_____.

Bidder Signature _____

Stamp _____

Note:

- Price quoted must be All Inclusive.
- The Bill of Quantity must be filled signed and sealed in Financial Envelop.
- Delivery time: Prompt
- The BOQ must be filled signed and stamp and submitted with other supporting document in one single envelop.
- The 2% CDR must be provided as bid security of the total amount.

Agreement

This Agreement (“**Agreement**”) is entered into this _____ day of _____, 2018,

by and

Between

Water & Sanitation Services Peshawar hereinafter to be referred as “**WSSP**”, having its office at Plot No-33, Sector-E, Phase-7 Hayatabad Peshawar, through its Chief Executive Officer, and where the context so admits, shall include its successors, legal representatives and permitted assigns, of the First Part.

And

_____ hereinafter to be referred as “_____”, having its office at _____ through its _____, and where the context so admits, shall include its successors, legal representatives and permitted assigns, of the **Second Part**.

WSSP and _____ - _____ are hereinafter collectively referred to as Parties.

WHEREAS WSSP require _____ to provide it with _____.

NOW THEREFORE the Parties hereto agree to the terms, conditions and stipulations set forth hereinafter:

1. Term

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on _____ and shall terminate after ONE year OR subjected to renewal under the approval of Competent Authority and as per Rules.

2. Statement of Work

The purpose for this Agreement is to acquire licensed Software For **Microsoft Office 365 Business Premium (Latest Version) licenses for 89 users with subscription for one year.**

3. Payment

As full compensation for the services rendered pursuant to this Agreement, WSSP shall pay BIDDER the sum of PKR. _____ against the provision of supply of Software. The payment will be effectuated upon submission of invoice from Party B and made through cross-Cheque in the name of _____ after deduction of necessary governmental obligations such as prevalent taxes as per policy of GoP.

4. Penalties

If BIDDER does not complete the service within the specified timeframe, the penalty as provided in bidding documents shall apply.

5. Confidential Information

All files, record, drawings, specification, CDs, Cassettes and similar items relating to operators of WSSP, whether they are prepared by BIDDER or come into BIDDER's possession in any other way and whether or not they contain or constitute confidential business information or trade secrets owned by the WSSP, are and shall remain the exclusive property of WSSP and shall not be removed from the premises of WSSP under any circumstances whatsoever. In case of unavoidable accessibility needed by the BIDDER, the consent of WSSP would be required. BIDDER agrees to keep all such confidential information in a secure place and not to publish, communicate, misuse, misappropriate, or disclose, directly or indirectly, any such confidential information or secrets, either during the terms of this Agreement or anytime thereafter.

7. Property Rights

The Parties agree and acknowledge that WSSP shall be the sole owner of all products and proceeds of the BIDDER's Services under this Agreement, including, but not limited to, all materials, writings, design, models, drawings, Photographs, reports, compilations of scientific and technical data, specifications, computer databases, software, inventions, processes, and other intellectual properties fixed in writing or other media.

8. Liability and Indemnification

The BIDDER hereby indemnifies WSSP, together with its officers, directors, employees and agents, from any and all claims, demands, liabilities, expenses, fines, penalties, arising out of or in connection with the BIDDER's activities or BIDDER's employees or subcontractor's activities under this Agreement including, but not limited to, alleged or actual violations of any applicable law or regulation or alleged or actual acts of piracy, plagiarism, copyright infringement or other improper acts.

9. Termination

WSSP expressly reserves its full rights during the terms of this Agreement to terminate this Agreement with or without cause, upon One week written notice to the BIDDER. Notice shall be deemed given and effective as of the date sent. Upon the effective date of termination BIDDER agrees to stop all work under this Agreement and take reasonable steps to preserve and protect all works and deliver such works to WSSP.

10. Force Majeure

Neither Party shall lose any rights hereunder or be liable to the other party for damages or losses, on account of failure of performance by the defaulting party if the failure is the result of an Act of God (e.g. fire, flood, inclement weather, epidemic or earthquake); was or act of terrorism, including chemical or biological warfare, embargo; governmental acts, orders, or restrictions; and the defaulting part has exercises all reasonable efforts to avoid or remedy such force majeure. The defaulting Party must provide written notice of the force majeure event to the remaining Party within two (2) business days of such events, and then the penalties in Section 4 shall apply.

11. Disputes

Any controversy, claim or dispute arising out of or relating to this Agreement, shall be settled amicably. Where the dispute cannot be settled amicably the CEO WSSP will act as a sole Arbitrator in the matter. The place of arbitration will be Peshawar, Pakistan.

12. Assignment

BIDDER shall not assign the rights and obligations arising from the contract in whole, or in part, without prior written authorization from WSSP

13. Amendments

Any amendments to the contract shall be subject to a written agreement concluded by the Parties. An oral agreement shall not be binding on the contracting Parties.

14. Governing Law

This Agreement shall be governed by the laws of Pakistan.

15. Conflict of Interest

By signing this agreement BIDDER warrants that, to the best of its knowledge, no WSSP employee, officer, consultant or other party related to WSSP has a financial interest in the BIDDER's business activities.

Discovery of an undisclosed Conflict of Interest situation will result in immediate termination of this Agreement.

16. Compliance with Laws

This Agreement is subject to applicable laws, statutes and regulations, including child labor laws. BIDDER agrees to comply with all applicable laws, statutes and regulations. The BIDDER is reminded that it is prohibited from conducting transactions with and the provision of resources and support to individuals and organization associated with terrorism. It is the legal responsibility of the BIDDER to ensure compliance with these prohibitions.

17. Representations and Warranties

BIDDER represents and warrants that; (a) it has full power and authority to enter into this Agreement and to perform its obligations hereunder; (b) it has properly registered in all jurisdictions for its performance under this Agreement; and (c) it has obtained all permits, licenses, and other governmental authorization and approvals required for its performance under this agreement.

18. Tax at source Deduction

Based on the changes made to the Income Ordinance 2001 through Finance Act 2009, WSSP shall with-hold taxes from all payment to suppliers for goods purchased or services rendered. The deduction shall take place at rates specified within the Income Tax Ordinance and subject to change for time to time in compliance with the Income Tax Ordinance. In case BIDDER is able to produce a valid certificate of exemption (to be verified from the competent authority), WSSP will not deduct withholding tax at source.

19. Services.

The First Party agrees to provide Services within Four Weeks of the receipt of supply orders / signing of contract. In case the First Party fails to fulfill its contractual duties within the stipulated time frame, the Second Party shall forfeit the security deposited by the First Party and the Work Order issued to the First Party will stand cancelled. In exceptional circumstances, to be determined solely by the Second Party, the First Party may apply for extension of the time limit before the stipulated deadline and the decision of the Second Party in this respect would be considered as final.

The First Party shall provide services, according to the specifications / requirement of Second Party and as mentioned in Purchase Order / Tender Documents / BOQ.

Upon complaint from the Second Party (Inspection Committee or Improve Service *etc.*), the First Party shall within seven days, replace unsuitable/defective/sub-standard products at its own cost.

20. Contract Extension.

If both the parties mutually agreed the Contract / Subscription may be extended for another period of One year, under the approval of Competent Authority.

21. Security.

The Security may be released on the request of Bidder and on the Provision of 10% Performance Guarantees in sharp of Bank Guarantees OR Insurance Guarantees of the total Quoted Cost.

IN WITNESS WHERE OF, the Parties hereto have hereunder subscribed their names and set their seals as of the date first above written.

FOR WSSP

Bidder /II Party/

Approved By (CEO WSSP)

Witness: (1) _____

(2) _____