

WATER & SANITATION SERVICES PESHAWAR (WSSP)

BID SOLICITATING DOCUMENTS

For

Committed Information Rate (Dedicated line) INTERNET

SERVICE FOR ONE YEAR.

**(upto 100 Mbps with 14 Usable Static IP pool over optical
fiber and backup link).**

Bidding on Single Stage Two envelop Procedure,

Tender ID: WSSP/IT/23-06/2018 (Rev.)

Issued at WSSP Peshawar

June 2021

WATER AND SANITATION SERVICES PESHAWAR

Plot # 33, Street No. 13, Sector E-8, Phase-VII, Hayatabad Peshawar. Office Ph #
091-9219098 Ext:121.

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.

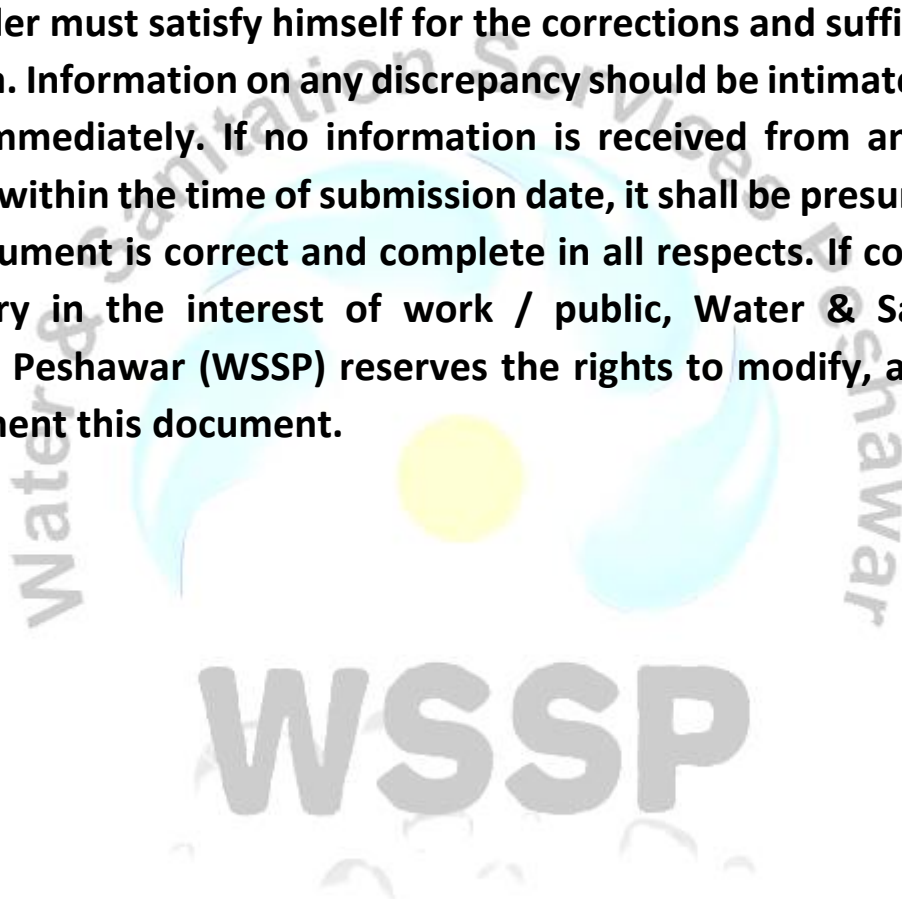
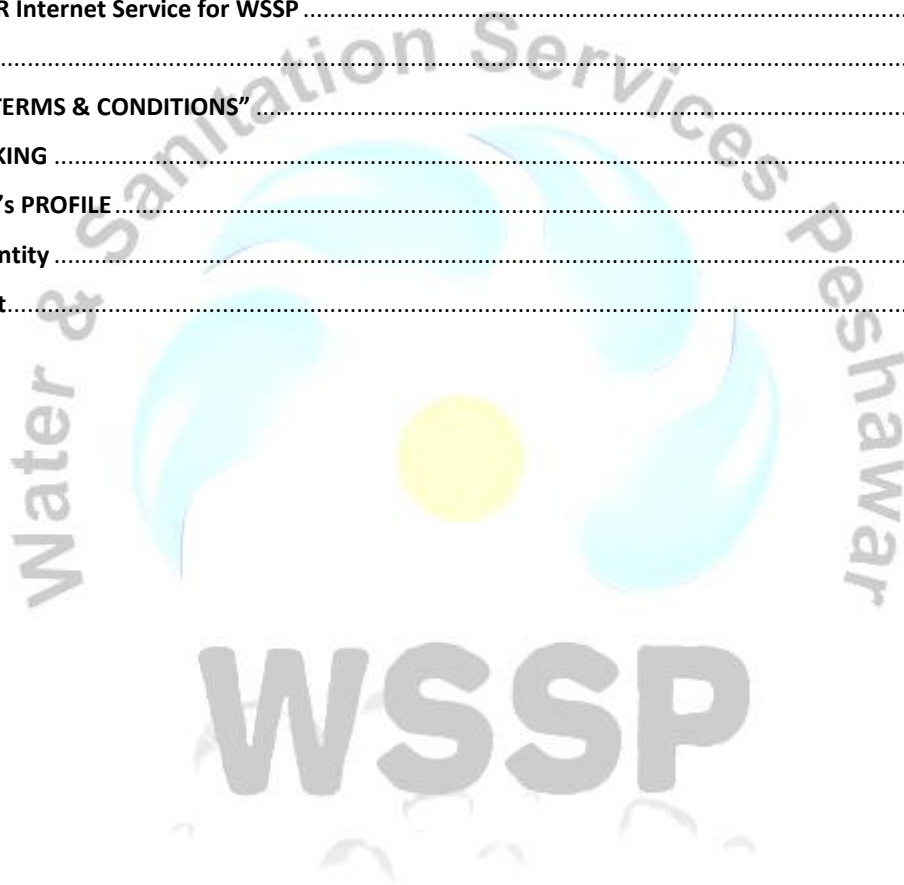


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Part I

Introduction

WSSP intends to acquire CIR Inter net Services at WSSP Head Office for the period of One Year. Which is Extendable on same terms and if both the parties agrees.

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

1) Bidding Process:

Service Providers (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, TWO ENVELOPES.**
- b. Applicants will be required to submit their technical and financial proposals in two separate sealed envelopes. The envelopes shall be clearly marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters.
- c. Financial Proposals of only the technically qualified applicants will be opened.
- d. Financial proposals of the applicants not qualifying the technical evaluation will be returned unopened.

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 KPRA registration certificates, as per the applicable government regulation, shall be provided in the proposal.
- d. The Service Provider shall provide an undertaking that Supplier has not been declared blacklisted by any Governmental/ Semi-Governmental institutions.

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 of this RFP, 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 KPPRA Rule 2014 (33).
- g. The company may increase or decrease the required services with in eligible increased cost.
- 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 @Rs. 500/-per day.**
- j. The contracted services shall be completed within 2 weeks 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 Call deposit / Demand Draft in the name of " CEO, Water & Sanitation Services Peshawar" amounting 2% of the total bid Cost (annually) 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 upon request and through cheque issued from WSSP office.
- d. Bid security of the successful bidder will be released after submission of Performance Guarantee equivalent to 10 % of purchase order cost.

5) Submission, Opening and Receipt of Proposals:

- a. The original proposal shall be prepared without any overwriting. Please note;
- b. Two printed copies, for each proposal, shall be submitted in separate envelopes. Each shall be marked "ORIGINAL" and/or "COPY" as appropriate.

- c. Proposals must be delivered at the address given below on or before **11:00 am (PST)**, till **13-07-2021** and shall be opened on the same day at 11:30 am in the presence of company representatives who wishes to attend.

General Manager HR & Administration WSSP.

Local Government Complex,
Plot # 33, Street # 13, Sector E-8,
Phase –VII, Hayatabad, Peshawar.
Tel: (+92 91) 9219098.

6) Payment Terms:

The payment for the subject procurement will be made on Monthly basis. The invoice shall be submitted till 5th of preceding month which will be verified by Concern department and payment will be made by Finance department of WSSP within 30 working days.

7) CIR Internet Service for WSSP

Water & Sanitation Services Peshawar (WSSP) invites proposal for Providing 60 or 80 or 100 Mbps CIR internet service with 14 usable static IP pool over fiber and backup link to WSSP Head Office for one year.

Following requirements depict the expectations from Internet Service Providers:

- CIR internet service of either 60 or 80 or 100 Mbps at WSSP HO with 14 usable static IP pool over fiber and backup link.
- Primary Media must be over optical fiber & backup link can be on optical fiber/wireless with no or minimum disconnection.
- Provide auto fail over from active to backup link.
- Provide monitoring tool for ensuring the CIR bandwidth.
- Assurance for at least 99% availability.
- Service/hardware will be proactively managed by vendor.
- Earnest money in the shape of pay order for 2% of total bid amount in favor of CEO WSSP
- Prices must be quoted for ONE year (May be renewable on satisfactory services and mutually agreed by both the parties).
- All taxes / Including KPRA Taxes and other relevant expenses shall be included.
- written Confirmation on letter head that 2% CDR is placed with Financial Proposal with disclosing the amount of CDR.

Technical Evaluation Criteria will be as follows.

At first step, bidder(s)/tenderer(s) meeting and fulfilling Mandatory Criteria will be stand eligible for technically evaluation.

| Description | Points | Documents Required |
|---|-----------|--|
| (Mandatory Criteria) | | |
| Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan with minimum 10 years of Relevant Experience | Mandatory | Registration certificates |
| Valid Income Tax Registration | Mandatory | Certificate or Document |
| Valid General Sales Tax Registration (Status = Active with FBR) | Mandatory | Certificate or Document |
| Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization Anywhere in Pakistan | Mandatory | Affidavit on Stamp Paper |
| Must be a service provider and shall have LLO license (local loop operator) to lay down its own fiber till customer premises | Mandatory | PTA registration of Internet / Mobile Comm. LLO license required |
| Annual Turn Over of at least 10 million (Rs) | Mandatory | 3 years Audit Report |
| Annual Tax Returns of FBR | Mandatory | FBR Tax Returns |
| Annual Financial Turnover for last Three Year | Mandatory | Audited Financial Statement. |

At second step, technically qualified and successful bidder(s)/tenderer(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected. **70% weightage will be given to technical, whereas 30% weightage will be given financial.**

Technical Compliance (Scoring Sheet);

| S.No | Item Description | Score | Obtained |
|------|---|-------|----------|
| 1 | CIR 60/80/100 Mbps with 14 Usable Static IP pool over optical fiber and backup link. | 25 | |
| 2 | Redundant link over Wireless or fiber | 20 | |
| 3 | Service provider having its own Last mile infrastructure at network level a. Service provider Marks 20 b. 3rd Party Service Provider Marks 10 | 20 | |
| 4 | Unlimited Download/Upload i.e. No volume cap | 5 | |

| | | | |
|----|--|-----|--|
| 5 | Service provider should have flexibility to increase bandwidth on demand basis | 5 | |
| 6 | 99% service availability commitment. (On Stamp Paper). | 10 | |
| 7 | Bidder must provide web-based complaint management portal | 20 | |
| 8 | Bidder must provide onsite support within 24 hours during working days at all branches | 10 | |
| 9 | Bidder must repair/replace CPEs at remote sites falling under warranty | 15 | |
| 10 | Ethernet handoff shall be provided | 10 | |
| 11 | Bidder core and distribution network must be redundant | 10 | |
| 12 | Similar Projects 100 MBPS CIR Maximum Four Projects Completed. 5 Marks per Project. | 20 | |
| 13 | Financial strength of the company (Provide 3 years financial statements) a- Having annual turnover of at least 10 million or above Marks 10 b- Having annual turnover of 5 million to 10 million Marks 5 | 10 | |
| 14 | The bidder should provide the item manufacture's TR1 authorization certificate. | 20 | |
| | Total Score | 200 | |

Technically Qualification Score is 140 Marks (70% of Total Score of 200).

Financial Evaluation;

The Financial Bid of only technically qualified bidders will be opened; the financial bid of un-qualified bidders will be returned in sealed condition.

The bid with the lowest price was given a score of 100 and the other proposals shall be given scores that are inversely proportional to the lowest cost bid using the formula as under;

Lowest Bid Price ÷ Bid Price x 100 = Financial Score.

Combined Technical and Financial Score

A total score for each bid was obtained by adding Technical Score weightage and Financial Score Weightage.

Technical Score shall be given 70% Weightage and Financial Score shall be given 30% Weightage.

Part II

TENDER “TERMS & CONDITIONS”

Sealed tenders are invited through Single stage TWO Envelop bid system from CIR Internet connectivity service providers. Tender envelop(s) must be sealed and Marked as “**CIR INTERNET SERVICE**” which shall be addressed to General Manager HR/Admin & Procurement WSSP.

1. The tender fee Rs. 2000/- Which is non-refundable and one-time payment.
2. **Incomplete tender will not be accepted.**
3. **Conditional tender will not be accepted.**
4. 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. **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 blacklisted by any Govt./Semi govt. department/agencies etc.

12. Tenderer(s) shall indicate complete technical specifications and all features and also submit its literature/brochures with the technical bid (Where required / applicable).
13. The tendering firm will also submit a certificate that the product offered by them is as per technical specifications of the tender / requirements.
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. WSSSP 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 : _____

FINANCIAL PROPOSAL.

Bill of Quantity

| S.No | Items | Description | Months | Cost Per Month | Total Cost Annually |
|------|---|---|--------|----------------|---------------------|
| 1 | 60 Mbps CIR Internet Service with 14 usable Static IP pool over fiber and backup link. | 60 Mbps CIR Internet Service with 14 usable Static IP pool over fiber and backup link. (monthly) for the period of one year (12 Months). | 12 | | |
| 2 | 80 Mbps CIR Internet Service with 14 usable Static IP pool over fiber and backup link. | 80 Mbps CIR Internet Service with 14 usable Static IP pool over fiber and backup link. (monthly) for the period of one year (12 Months). | 12 | | |
| 3 | 100 Mbps CIR Internet Service with 14 usable Static IP pool over fiber and backup link. | 100 Mbps CIR Internet Service with 14 usable Static IP pool over fiber and backup link. (monthly) for the period of one year (12 Months). | 12 | | |

1.Under the approval of the Committee / Competent Authority the contract for services shall be awarded to Best Evaluated bidder for either of S. No 1 or 2 or 3

2. The CDR should be enclosed for the total value quoted for 100 Mbps which is 2% of the total quoted cost in the name of Chief Executive Officer WSSP.

Service Provider Signature _____

Stamp _____

Agreement

This Agreement (“**Agreement**”) is entered into this _____ day of July, 2021, 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 internet connection on Fiber Optic Media and _____ has the requisite expertise to provide the services;

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 an internet connection on fiber optic media that can:

- Provide robust connectivity for VOIP & Video Conferencing Solution
 - Provide better upload and Download speed for satisfactory Data Connectivity.
 - Provide auto fail over from active to backup link.
 - Provide monitoring tool for ensuring the CIR bandwidth.
 - Assurance for at least 98% availability
 - Provide online technical support to resolve minor issues at WSSP premises.
-
- In-time visit of the service provider technical team in case of any major dis-connectivity issue.

3. Payment

As full compensation for the services rendered pursuant to this Agreement, WSSP shall pay SERVICE PROVIDER the sum of PKR. _____/month against the provision of Internet 16 MB CIR on Fiber Optic Media. The payment will be effectuated in the 1st week of every month 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 SERVICE PROVIDER does not complete the service within the specified timeframe, then an amount equivalent to 2% of the total compensation (of the month) shall be deducted by WSSP from the compensation for every delayed day, after one week grace period. This clause of penalty is however not applicable in case of Force Majeure.

5. Confidential Information

All files, record, drawings, specification, CDs, Cassettes and similar items relating to operators of WSSP, whether they are prepared by SERVICE PROVIDER or come into SERVICE PROVIDER'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 SERVICE PROVIDER, the consent of WSSP would be required. SERVICE PROVIDER 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 SERVICE PROVIDER'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 SERVICE PROVIDER 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 SERVICE PROVIDER's activities or SERVICE PROVIDER'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 SERVICE PROVIDER. Notice shall be deemed given and effective as of the date sent. Upon the effective date of termination SERVICE PROVIDER 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 amicable the CEO WSSP will act as a sole Arbitrator in the matter. The place of arbitration will be Peshawar, Pakistan.

12. Assignment

SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER'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. SERVICE PROVIDER agrees to comply with all applicable laws, statutes and regulations. The SERVICE PROVIDER 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 SERVICE PROVIDER to ensure compliance with these prohibitions.

17. Representations and Warranties

SERVICE PROVIDER 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 SERVICE PROVIDER 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. Security.

The Security may be released on the request of Service Provider and on the Provision of 10% Performance Guarantees in sharp of Bank 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

Service Provider /II Party/

Approved By (WSSP)