

PROVISION OF
WIFI HOTSPOTS
AS MANAGED
SERVICES TO
GOVERNMENT
COLLEGES AND
UNIVERSITY OF
PESHAWAR

REQUEST FOR PROPOSAL

TURN KEY BASIS

DIRECTORATE OF INFORMTION TECHNOLOGY,
SCIENCE & TECHNOLOGY AND INFORMATION TECHNOLOGY DEPARTMENT
GOVERNMENT OF KHYBER PAKHTUNKHWA

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Important Note:

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

Applicability of Khyber Pakhtunkhwa Public Procurement Rules, 2014

This Bidding Process will be governed under Khyber Pakhtunkhwa Public Procurement Rules, 2014, as amended from time to time and instructions of the Government of Khyber Pakhtunkhwa received during the completion of the project.

1. Invitation to Bid

1.1 KPPRA Rules to be followed

Khyber Pakhtunkhwa Public Procurement Rules, 2014 will be strictly followed. These may be obtained from KPPRA's website.

http://kppra.gov.pk/download/?action=procurement%20rules

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under Khyber Pakhtunkhwa Public Procurement Rules, 2014.

1.2 Mode of Advertisement(s)

As per Rule 11(1&2), this Tender is being placed online at KP official web portal, as well as being advertised in print media.

As per Rule 11(1), this Tender is also placed online at the website of Purchaser. The bidding document carrying all details can be downloaded from Khyber Pakhtunkhwa official web portal i.e. **www.kp.gov.pk** for information only.

1.3 Type of Open Competitive Bidding

As per Rule 14(2)(b), Single Stage - Two Envelope Bidding Procedure shall be followed. The said procedure is reproduced as follows:

- (i) this method shall apply to large and complex contracts;
- (ii) bidders for this method shall be pre-qualified;
- (iii) each bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the technical proposal and the financial proposal;
- (iv) the envelopes shall be marked as technical proposal and financial proposal in bold and legible letters to avoid confusion;
- (v) the envelope marked as technical proposal shall contain:
 - (a) the experience and past performance in the execution of similar contracts;
 - (b) the capabilities with respect to personnel and construction equipments;
 - (c) the financial status and capacity; and
 - (d) any other information asked for by the procuring entity in the notice inviting tenders;
- (vi) the second envelope marked as financial proposal shall contain the price quoted by the bidders and be retained in the custody of the procuring entity without being opened;
- (vii) the procuring entity shall evaluate the technical proposal on the basis of criteria specified in the tender documents without reference to the price and reject any proposal which does not conform to the specified requirements. During the technical evaluation, no amendment in the technical proposal shall be permitted. A list of technically qualified bidders shall be finalized in this manner;

- (viii) after the evaluation and approval of the technical proposals the procuring entity, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposals found technically non-responsive shall be returned un-opened to the respective bidders; and
- (ix) the bid found to be the lowest evaluated bid shall be accepted;

2. Bidding Details (Instructions to Bidders)

All bids must be accompanied by Bid Security (Earnest Money) as part of Financial bid and as per provisions of the clause "Bid Security" of this document in favor of "Director-IT Directorate of IT. The complete bids as per required under this tender document must be delivered to Directorate of Information Technology, TF-204 Third Floor, Deans Trade Center, not later than 1130 hours on last date of submission of bids i.e. 11-07-2017, late bids shall not be considered. The Technical bids shall be publicly opened in the Committee Room of Directorate of Information Technology, TF-204, Third Floor, Deans Trade Center, Peshawar Saddar. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the services must be received in writing to the Purchaser till **22**nd **June**, **2017**. Any query received after said date may not be entertained. All queries shall be responded to within due time. Directorate of IT will host a Pre-Bid meeting session on **23**rd **June**, **2017** at **11:30 AM** at Directorate of IT premises.

The bidder shall submit bids which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding "Determination of Responsiveness of Bid" and "Rejection / Acceptance of the Tender" for making their bids substantially responsive to the requirements of the Bidding Document.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

Primary Contact

Zia Ullah Khan, Manager Networks,

Email: zia@kp.gov.pk

Ziaullah.05@gmail.com

Directorate of IT, TF-204 Third Floor

Deans Trade Center, Islamia Road, Peshawar.

Secondary Contact

Umer Hayat Shah, Manager Networks,

Email: <u>umerhayatshah@gmail.com</u> Directorate of IT, TF-204 Third Floor

Deans Trade Center, Islamia Road, Peshawar.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via the Primary Contact and in writing (email) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document.

TERMS AND CONDITIONS OF THE TENDER

3. Definitions

In this document, unless there is anything repugnant in the subject or context:

- 3.1 "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.
- 3.2 "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.
- 3.3 "Client" means the Project lead of technical wing of the Purchaser for whose' particular project the Goods/Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.
- 3.4 "Bidder/Tenderer" means the interested Firm/Company/Supplier/Distributors that may provide or provides the I.T services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
- 3.5 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.
- 3.6 "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 3.7 "Contractor / Vendor" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance for a specific item followed by the signing of Contract.
- 3.8 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.9 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Goods or Services in question.
- 3.10 "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 3.11 "Day" means calendar day.
- 3.12 "Defects Liability Period" means the period following the taking over, during which the Contractor is responsible for making good, any defects and damages in Goods and Services provided under the Contract.
- 3.13 "Force majeure shall mean any event, act or other circumstances not being an event, act or circumstances under the control of the purchaser or of the contractor. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure.
- 3.14 "Goods" means hardware, equipment, machinery, and/or other materials which the Contractor is required to supply to the Purchaser under the Contract.
- 3.15 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 3.16 "Prescribed" means prescribed in the Tender Document.
- 3.17 "Purchaser" means Directorate of IT or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.
- 3.18 "Origin" shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing or

assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.

- 3.19 "Services" means the services provided / required under the clause (6).
- 3.20 "Taking-Over Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 3.21 "Works" means work to be done by the Contractor under the Contract.
- 3.22 "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan

4. Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

5. Notice

- 5.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Purchaser and the Client, the same shall be:
 - 5.1.1 in writing;
 - 5.1.2 issued within reasonable time;
 - 5.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
 - 5.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

6. Tender Scope

- 6.1 Directorate of Information Technology (DoIT), (hereinafter referred to as "the Purchaser") invites / requests Proposals (hereinafter referred to as "the Tenders") for installation and manage services and after sales support for the provision of Wifi hot spots in Peshawar University and 25 Government Colleges of Khyber Pakhtunkhwa (hereinafter referred to as "the Services").
- DolT is interested in a long term "preferred Vendor" relationship with an innovative market-leading Solution Provider for Wi-Fi compatible with current integrated technologies and scalable for future extension/ expansion. Directorate of IT intends to purchase the equipment for Wi-Fi solutions for Peshawar University and 25 Government Colleges and provision of internet bandwidth to each location for the period of two (2) years. Directorate of IT will be acquiring the Managed Services (passives works, 2 years support) to implement the solution. However reserves the right to acquire components outside this relationship where the Solution Provider does not offer a suitable product or service that meets the project needs. The relationship may also be terminated in the event that the vendor or its product lines fail to hold a leading market position that is relevant to evolving needs of DolT.

7. Tender Eligibility/Qualification Criteria

- 7.1 Eligible Bidder/Tenderer is a Bidder/Tenderer or JV partner who:
 - 7.1.1 has a registered/incorporated company/firm in Pakistan with relevant business experience of last five (5) years;
 - 7.1.2 Must be in the business of as a service provider (internet / mobile communications);
 - 7.1.3 In case of IT Firm with JV Partner, One partners must be in the business of as service

- provider (internet/mobile communication);
- 7.1.4 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate); has valid Registration of General Sales Tax (GST), Khyber Pakhtunkhwa Revenue Authority (KPRA) & National Tax Number (NTN); valid License from Pakistan Telecommunication Authority (PTA) for provision of Bandwidth.
- 7.1.5 Has submitted bid for complete solutions and bid security for complete solution. Non-compliance of the same shall cause rejection of the bid;
- 7.1.6 has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking on legal stamp paper is mandatory), failing which will cause rejection of the bid;
- 7.1.7 Supplier or JV partner should have multiple redundant optical fiber infrastructures having redundant routes;
- 7.1.8 Supplier or JV partner should have a 5 years' experience in provisioning of WAN and converged services nation-wide;
- 7.1.9 Supplier or JV partner should have a Network Operation Center (NOC) for End-to-End network monitoring and dedicated customers Help Desk to provide 24*7 online support;
- 7.1.10 Supplier should have resiliency and redundancy at core infrastructure level in (N+1), i.e. Dual redundant Fiber rings at network level;
- 7.1.11 Has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.
- 7.1.12 Conforms to the clause of "Responsiveness of Bid" given herein this tender document.
- 7.1.13 Goods and Services can only be supplied / sourced / routed from "origin" in "eligible" member countries.
 - a. "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
 - b. "Origin" shall be considered to be the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic Characteristics or in purpose or utility from its components.

Note: Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification.

8. Tender Cost

The Tenderer shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible / liable for those costs / expenses.

9. Joint Venture / Consortium

The tenderer applying under Joint venture / consortium should provide consortium deed signed for this project, in which Primary and secondary roles should been properly addressed.

10. Examination of the Tender Document

The Tenderer is expected to examine the Tender Document, including all instructions and terms and conditions.

11. Clarification of the Tender Document

The Tenderer may require further information or clarification of the Tender Document, within five (05) calendar days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders. However, Tenderer should come up with question during Pre-Bid meeting scheduled after receiving of bids.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact given herein this document, all queries should be communicated via the Primary Contact and in writing (e.g. e-mail & letter) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

12. Amendment of the Tender Document

- 12.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 12.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers as per Khyber Pakhtunkhwa Procurement Rules, 2014.

13. Preparation / Submission of Tender

- 13.1 The tenderer should apply for all the location mention in the documents.
- 13.2 The Tenderer will submit their respective bids in a manner explained in this tender document.
- 13.3 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 13.4 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, numbered, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.
- 13.5 The Tender shall be in two parts i.e. the technical proposal and the financial proposal. Each proposal shall be in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.
- 13.6 Technical Proposal shall comprise the following, without quoting the price:
 - 13.6.1 Technical Proposal Form (Annexure-B)
 - 13.6.2 Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) and Affidavit (Integrity Pact) (Annexure-G&H).
 - 13.6.3 Covering letter duly signed and stamped by authorized representative (Annexure-E).
 - 13.6.4 Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan
 - 13.6.5 Certificate of registration from the Khyber Pakhtunkhwa Revenue Authority
 - 13.6.6 Evidence of eligibility of the Tenderer and the Goods / Services.
 - 13.6.7 Evidence of conformity of the Goods / the Services to the Tender Document
 - 13.6.8 Technical Brochures / Literature
 - 13.6.9 List of firm's major international and national clientele

- 13.6.10 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.
- 13.6.11 The Contractor's financial capacity to mobilize and sustain the Supply of Hardware/Equipment and Services is imperative. In the Proposal, the Bidder is required to provide information on its financial status. This requirement can be met by submission of one of the following: 1) audited financial statements for the last three (03) years, supported by audit letters, 2) certified financial statements for the last three (03) years, supported by tax returns duly signed and stamped by authorized representative. The statement must be signed by the authorized representative of the Bidder.
- 13.6.11 Income Tax & Sales Tax Returns for the last three (3) tax years.
- 13.6.12 Financial Capacity as per (Annexure-K)
- 13.6.13 Valid Registration Certificate for Income Tax, KP Revenue Authority (KPRA) & Sales Tax
- 13.6.14 Power of Attorney, if an authorized representative is appointed (Annexure-F)
- 13.7 The Financial Proposal shall comprise the following:
 - 13.7.1 Financial Proposal Form (Annexure-C)
 - 13.7.2 Price Schedule (Annexure-D)
 - 13.7.3 Bid Security, as per provisions of the clause Bid Security of this document (Annexure-I)
- 13.8 The Tenderer shall seal the Original Technical Proposal in an envelope duly marked as under:

Original Technical Tender for

Tender Name: [Name of Tender]

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

13.9 The Tenderer shall seal the Duplicate Technical Tender in an envelope duly marked as under:

Duplicate Technical Proposal for

Tender Name: [Name of Tender]

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

- 13.10 The Tenderer shall follow the same process for the Financial Tender.
- 13.11 The Tenderer shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Original Tender for

Tender Name: [Name of Tender]

Strictly Confidential

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

13.12 The Tenderer shall again seal the sealed envelopes of Duplicate Technical Proposal and the Duplicate Financial Proposal in an outer envelope, duly marking the envelope as under:

Duplicate Tender for

Tender Name: [Name of Tender]

Strictly Confidential

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

- 13.14 The Tenderer shall enclose soft copies of the Technical Proposal and the Financial Proposals, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.
- 13.15 The Tender shall be dropped at the Office of Mr. Naveed Iqbal, Superintendent at Purchaser's office, not later than 1130 hours on last date of submission of bids. No late bid shall be accepted and will be consider as non-responsive, the same will be return to the representative of supplier.
- 13.16 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.

14. Tender Price

- 14.1 The quoted price shall be:
 - 14.1.1 in Pak Rupees;
 - 14.1.2 inclusive of all taxes, duties, levies, insurance, freight, etc.;
 - 14.1.3 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
 - 14.1.4 Including all charges up to the delivery point at specified Peshawar University and Government Colleges (if required).
- 14.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- 14.3 Where no prices are entered against any item(s), the price of that item shall be deemed be free of charge, and no separate payment shall be made for that item(s).
- In case of locally produced Equipment/Service, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item. In case of Contract of imported Equipment/Services offered Ex-Warehouse/Off-the-Shelf from within the Purchaser's country, import duties and sales and other taxes already paid shall be shown separately (if required by the Purchaser).

15. Bid Security (Earnest Money)

- 15.1 The Tenderer shall furnish the Bid Security (Earnest Money) as under:
 - 15.1.1 for a sum equivalent to 2% of the Total Tender Price;
 - 15.1.2 denominated in Pak Rupees;
 - 15.1.3 As part of financial bid envelope, failing which will cause rejection of bid.
 - 15.1.4 in the form of Demand Draft / Pay Order / Call Deposit Receipt / Bank Guarantee (issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document) in the name of Director-IT, Directorate of IT;
 - 15.1.5 have a minimum validity period of ninety (90) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
- 15.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:
 - 15.2.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
 - 15.2.2 If the Tenderer does not accept the corrections of his Total Tender Price; or
- 15.3 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
- 15.4 The Bid security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Tenderer upon furnishing of the Performance Security.

16. Tender Validity

The Tender shall have a minimum validity period of ninety (90) days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

17. Modification / Withdrawal of the Tender

- 17.1 The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 17.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

18. Opening of the Tender

- 18.1 Tenders (Technical Bids) shall be opened at 1130 hours on the last date of submission of bids i.e. 11th July, 2017, in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation, as per provision KPPRA Rules, 2014. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.
- 18.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 18.3 No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

19. Clarification of the Tender

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the purchaser

20. Determination of Responsiveness of the Bid (Tender)

- 20.1.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which: meets the eligibility criteria given herein this tender document/ the Goods / the Services;
- 20.1.2 meets the Technical Specifications for the Goods / the Services against each Location;
- 20.1.3 meets the delivery period / point for the Goods / the Services against each Location;
- 20.1.4 in compliance with the rate and limit of liquidated damages;
- 20.1.5 offers fixed price quotations for the Goods / the Services against the requirements;
- 20.1.6 is accompanied by the required Bid Security as part of financial bid envelope (sealed);
- 20.1.7 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;
- 20.1.8 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 20.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services / Goods or limits the Purchaser's rights or the Tenderer's obligations under the

Contract.

20.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation.

21. Correction of errors / Amendment of Tender

- 21.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
 - 21.1.1 If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.
 - 21.1.2 if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
 - 21.1.3 If there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- 21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.
- 21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 21.4 No credit shall be given for offering delivery period earlier than the specified period.

22. TECHNICAL EVALUATION CRITERIA

PASS MARKS: A technically eligible bidder, based on conditions listed in this document, not meeting the 70% pass marks limit will be rejected in Technical Evaluation, and its sealed / unopened Financial Proposal shall be returned back. All bidders scoring greater than or equal to 70% of the marks will be accepted in technical proposal, and their financial bids will be opened.

PROVISO: Provided that if NONE or ONLY ONE (single) bidder exceeds the 70% pass mark, then the Purchaser SHALL decrease the Pass Mark limit to 60%. In other words, if TWO or more bidders exceed 70%, then the Pass Mark will NOT be decreased to 60%.

If Pass Marks are decreased to 60%, then ALL bidders with scores greater than or equal to 60% shall be considered EQUALLY as approved in the Technical Evaluation, and their Financial Bids shall be opened.

The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing.

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / warranty /support services will be rejected.

The technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria:

Description	Points	Documents Required
Legal(Mandatory)		
Certificate of Company/Firm Registration/Incorporation under the laws of	Mandatory	Registration
Pakistan with minimum 5 years of Relevant Experience	,	certificates,
, .		Experience
		Certificates,
		Completion
		Certificates, etc.
Valid Income Tax Registration	Mandatory	
	,	Document
Valid General Sales Tax Registration (Status = Active with FBR)	Mandatory	Certificate or
Constant Constant Constant (Constant Constant Co	,	Document
Valid Khyber Pakhtunkhwa Revenue Authority (KPRA) Registration	Mandatory	Certificate or
valid knyber i dikitediki wa neveriae nationty (ki kny negistration	ivialiaatol y	Document
Submission of undertaking on legal valid and attested stamp paper that the	Mandatory	Affidavit on Stamp
firm is not blacklisted by any of Provincial or Federal Government Department,	ivialidatory	Paper
Agency, Organization or autonomous body or Private Sector Organization		i apei
Anywhere in Pakistan		
Compliance to the technical specifications of Services to be procured	Mandatory	Compliance Sheet
Mentioned vide Annex-A of this document	ivialidatory	Compliance Sheet
In full compliance of the Execution Schedule and Delivery Period mentioned in	Mandatory	Project execution and
Tender document (Undertaking)	ivialidatory	completion plan
Must be a service provider (Internet / mobile communications) In case of JV	Mandatoni	PTA registration of
Partner, one partner should be service provider for (Internet/Mobile Comm:)	ivialidatory	Internet / Mobile
rattier, one partiter should be service provider for (internet/wobile comm.)		Comm.
Annual Turn Over of at least 500 Million (Rs)	Mandatory	3 years Audit Report
Annual Tax Returns of FBR		FBR Tax Returns
Point Based Criteria	iviaridatory	I DIV Tax Neturns
Pass Marks: 70%(70/100)	15	Details of Offices
Service provider or JV Support Offices in Khyber Pakhtunkhwa (3 points for	15	Details of Offices
each Office up to Max. points 15) Successful Implementation Certificate of similar nature	15	Camandatian Cantificata
Projects of worth 100 Million or above (5 Points for each project up to Max	15	Completion Certificate
points 15)		with Point of Contact
Equipment to be deployed must be Wi-Fi CERTIFIED	5	Certificate from
Equipment to be deployed must be Will elitinies	3	Manufacturer
Engineering Team (0.5 marks per resource up to Max 10)	10	Engineering Staff
Lingineering realit (0.5 marks per resource up to max 10)	10	Details
Maintenance Team (0.5 marks per resource up to Max 15)	15	Maintenance Staff
Maintenance ream (0.5 marks per resource up to Max 15)	15	Details
Detail Project Execution Plan (Timelines)/E Marks)	20	
Detail Project Execution Plan (Timelines)(5 Marks),	20	Relevant project execution documents
Network Operations Plan (Network design (5 marks),		
Responsibility matrix (5 marks),		i.e. Charts, Drawing,
Standard Operating Procedures (SoP) (5 Marks)	20	Matrix, etc.
Annual Turnover	20	Audit Reports
500M-1000M (10 Marks)		
1001M-1500M (20 Marks)	400	
Total	100	

Note: Verifiable documentary proof for all above mentioned requirements including (Completion Certificates, Registration certificates, Equipments certification and authorization, and criteria points thereafter are mandatory and marks will be awarded accordingly on the basis of verifiable proofs.

23. FINANCIAL PROPOSAL EVALUATION

- 23.1 Technically qualified/successful bidder(s)/Tenderer(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives shall be allowed to take part in the Financial Proposal(s) opening.
- 23.2 Financial Proposal evaluation will be conducted under Khyber Pakhtunkhwa Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.
 - 23.2.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
 - 23.2.2 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;
 - 23.2.3 In evaluation of the price of articles/goods/services which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.
- 23.3 The Purchaser will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

24. Rejection / Acceptance of the Bid

- 24.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions at the time of order placement. The Purchaser may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser shall upon request, communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Purchaser shall incur no liability, solely under Khyber Pakhtunkhwa Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Khyber Pakhtunkhwa Procurement Rules, 2014).
- 24.2 The Tender shall be rejected if it is:
 - 24.2.1 substantially non-responsive in a manner prescribed in this tender document clause-20; or
 - 24.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
 - 24.2.3 incomplete, partial, conditional, alternative, late; or
 - 24.2.4 bid not submitted against each Location and relevant bid security is not submitted;
 - 24.2.5 subjected to interlineations / cuttings / corrections / erasures / overwriting; or
 - 24.2.6 the Tenderer refuses to accept the corrected Total Tender Price; or
 - 24.2.7 the Tenderer has conflict of interest with the Purchaser; or
 - 24.2.8 the Tenderer tries to influence the Tender evaluation / Contract award; or

- 24.2.9 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;
- 24.2.10 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);
- 24.2.11 the Tenderer fails to meet the evaluation criteria requirements (clause-22);
- 24.2.12 the tenderer has been blacklisted by any public or private sector organization;
- 24.2.14 the tenderer has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;
- 24.2.15 the tenderer has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- 24.2.16 there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 24.2.17 the Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.
- 24.2.18 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.

25. Award Criteria

- 25.1. At first step, eligible bidder(s)/tenderer(s) as per clause-7 (Tender Eligibility) of this tender document fulfilling the qualification and technical evaluation criteria against each Location will stand technically qualified.
- 25.2. 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 on **lowest cost quoted** as per rules and fulfilling all codal formalities against the scope of work, irrespective of their score in the previous step.

26. Acceptance Letter

As per Khyber Pakhtunkhwa Procurement Rules 2014, the Purchaser shall issue the Acceptance Letter to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract against each Lot.

27. Performance Security

- 27.1 The successful Tenderer/The Contractor shall furnish Performance Security as under:
 - 27.1.1 within twenty eight (28) days of the receipt of the Acceptance Letter from the Purchaser;
 - 27.1.2 Location wise performance security would be submitted by the Bidder;
 - 27.1.3 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;
 - 27.1.4 for a sum equivalent to 10% of the contract value;
 - 27.1.5 denominated in Pak Rupees;
 - 27.1.6 have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.
- 27.2 The Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:
 - 27.2.1 If the Contractor commits a default under the Contract;
 - 27.2.2 If the Contractor fails to fulfill the obligations under the Contract;
 - 27.2.3 If the Contractor violates any of the terms and conditions of the Contract.

- 27.3 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Tenderer within thirty working days after the expiry of its validity on written request from the Contractor.
- 27.4 In case the Contractor fails to furnish Performance security in the shape of bank guarantee within the stipulated period given under Letter of Acceptance and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor.

28. Redressal of grievances by the procuring agency

- 28.1 The Purchaser has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract. The compliant should be addressed to Director-IT Directorate of IT, TF-210,, Third Floor, Deans Trade Center, Islamia Road, Peshawar.
- 28.2 Any bidder feeling aggrieved by any act of the Purchaser 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.
- 28.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 28.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

ANNEXURE-A

FUNCTIONAL REQUIREMENT OF MANAGED SERVICES

1. BRIEF SCOPE OF WORK

- i. DOIT is interested in a long term "preferred Vendor" relationship with an innovative market-leading Solution Provider for Wi-Fi compatible with current integrated technologies and scalable for future extension/ expansion. Directorate of IT intends to purchase the equipment for Wi-Fi solutions for Peshawar University and 25 Government Colleges and provision of internet bandwidth to each location for the period of two (2) years. Directorate of IT will also acquire managed services in implementation of solution. DOIT, however reserves the right to acquire components outside this relationship where the Solution Provider does not offer a suitable product or service that meets the project needs. The relationship may also be terminated in the event that the vendor or its product lines fail to hold a leading market position that is relevant to evolving needs of DOIT.
- ii. At the time of installation and commissioning, Selected Bidder must provide comprehensive survey documentation of Access Points deployments laid including diagrams, labelling, schematics, and configuration, SOPs, as part of Scope of Work.
- iii. Operation and maintenance of the equipment infrastructure will be the sole responsibility of the selected bidder.

2. PRE-DEPLOYMENT ACTIVITIES:

Comprehensive sites survey of all the proposed locations will be completed within 30 days of issuance of LOA. The survey should cover, but not limited to, following aspects:

- i. At least 50% of geographical area will be covered with minimum of 60% signal strength for achievable data rate per user. The geographical area of the proposed location are based on outdoor internet accessibility on specific points at each locations.
- ii. Frequency/ traffic analysis in each area using purpose specific spectrum / traffic analyzer tools.
- iii. Wi-Fi Channel designing and allocation for each AP.
- iv. Design reflecting the placement of Wi-Fi equipment on site maps.
- v. Heat map of building / area.
- vi. Network switches placement and network low level design and termination points at each cell.
- vii. On the basis of the survey, Directorate of IT reserves right to increase or decrease the amount of equipment to be purchased for each location.

3. **DEPLOYMENT ACTIVITIES:**

- i. Detailed implementation plan shall be provided within two (02) weeks from the date of acceptance of site surveys and BOQ are finalized / accepted by DOIT.
- ii. Selected bidder will provide complete solution of network integration including deployment & configuration.
- iii. If the Selected Bidder do not meet the requirements as per the survey report submitted on which the BoQ was finalized, then the requirement shall be met on Selected Bidder's cost.

4. POST-DEPLOYMENT ACTIVITIES:

- i. Passive / civil work, engineering services and the related passive equipment will be provided by selected bidder. And selected bidder must reinstate the civil work at each site.
- ii. The deployment of all sites must be completed in three (3) months times upon issuance of LOA from all aspects and service delivery shall be started. Phase wise detail implementation plan will

- be shared with Customer.
- iii. Selected bidder will establish centralized NOC by placing at three (3) residential engineers for quick support.
- iv. APs must be POE and backup power of 2h must be provided for all switches included access, Aggregation and core switch/AC in POP.

5. <u>NETWORK COMMISSIONING REQUIREMENT</u>

Network topology will be based on interconnected outdoor APs through L2/L3 switches. The selected bidder must design and configure:

- i. Redundant placement of Controllers i.e. 1+1 will be placed as required.
- ii. Centralized controller will register, monitor and troubleshoot all APs of its respective Zones.
- iii. Separate Captive portal or centralized Captive portal will be used to authenticate user locally through the local authentication server if needed.
- iv. AP should be deployed through RF planning for frequency/ traffic analysis in each area using some spectrum/ traffic analyzer tools, Wi-Fi Channel designing and allocation for each AP, configuration parameters for each AP.
- v. Layer 2 switches will be installed in order to provide connectivity and power to all the AP within the defined cell. These switches will be isolated from any other network.
- vi. One or (1+1) Layer 3 switch will be installed for each aggregation site, all layer 2 switch will then be terminated on layer 3 switch or as required in actual.
- vii. Layer 3 switch will be virtually connected to centralized location of KP Official Data Center to control the access of internet as well as local switch(s).
- viii. Network should be configure in order to support dual stack i.e. IPv4 and IPv6.
- ix. Separate deployment of back haul connectivity through fiber/ copper cable/ wireless bridges.
- x. Selected bidder will provide complete solution of network integration including deployment, configuration integration with existing network, setting up server and configuring as per the given requirements.
- xi. NMS Comprehensive online portal: To monitor Availability of Aps, Network Quality Statistics, Error escalation rules etc.

6. **PROJECT EXECUTION REQUIREMENTS**

- i. Payments will be made on lump sum as per the agreed terms; however the Selected Bidder will be solely responsible for deploying system/equipment and to maintain warranties and provisioning of services for up to two (02) years.
- ii. Selected bidder must design and deploy network configuration plan along with IPv4 and IPv6 configuration design and submit/ present the same for the approval to DOIT.
- iii. After complete site surveys, BoQ will be finalized for each site as per the site requirement and will be made part of contract agreement through an Amendment.
- iv. Quoted equipment/ system/ services prices will be locked for and will remain valid throughout the project life, i.e. for two (2) years. Any new item/ part/ services acquired for new/ additional site (s) or to expand the service coverage area at any of the sites, the new item/ part/ services will be amortized and will be paid to the selected bidder within mutually agreed timelines.
- v. If the Selected Bidder do not meet the requirements as per the survey report submitted on which the BoQ was finalized, then the requirement shall be met on Selected Bidder's cost.

7. MINIMUM REQUIREMENTS FOR SERVICE LEVEL AGREEMENT

Following requirements for SLA apply to the scope of work defined in this RFP:

- i. Selected Bidder shall ensure that all equipment (items), its parts and software's supplied are new (non-refurbished and not reaching end of life and end of support before 2 years) and free from any sort of defects.
- ii. Bidders shall provide 24 x 7 services and online support to the DOIT as and when required for the system in place.
- iii. The SLA will be reviewed bi-annually (every 6 months) after the commissioning of equipment at site(s) as per the Project Implementation Plan (PIP).
- iv. Bidders are expected to nominate team in their Service Centers in every city where system is in place.
- v. The backup of an item and any of its parts with same specification shall be provided as per the table below.

Level	Event	Description	Maximum time to provide backup
L1	Severe	Outage of core/Aggregation site equipment, effecting services of the respective cell(s).	30 minutes
L2	Critical	Outage of core/ Aggregation site equipment.	2 hours
L3	High	Outage of core equipment in a defined cell.	4 hours
L4	Moderate	Outage of end node (AP) service (s) in a cell effecting services of end user. Including active and passive component.	6 hours

- vi. Subsequent to each fault, the selected bidder must provide a report on the nature of the fault, the action taken to correct it, and the time to restore service with some online management software. Should there be more than one fault during any calendar month, a single report covering all fault in that month will be sufficient.
- vii. It will be the responsibility of selected bidder to maintain the entire network after deployment for the contract period.
- viii. Each breach to the SLA will be counted as one violation. Every additional hour in delay of services will accumulate one more violation. The financial penalties on the SLA will be imposed as per following table.

Level	Event	Financial Penalty			
L1	Severe	0.7% of invoice value for each violation			
L2	Critical	0.5% of invoice value for each violation			
L3	High	0.3% of invoice value for each violation			

L4	Moderate	0.1% of invoice value for each violation
----	----------	--

Note: Financial Penalty as per the defined SLA shall be calculated based on the Complaints lodged/logged by representative of respective site or as reported by NMS into CRM and shall be applied.

8. MINIMUM PRODUCT FEATURE RATING

Following specifications of equipment are base line specifications for the equipment to be purchased and deployed. Payments for the below mention hardware items will be separately paid based on the requirement at each location. Whereas, equipment's deployment, functioning, continuous operation ability etc. shall be the sole responsibility of the selected bidder. The equipment purchased for managed services will be sole property of universities where the equipment will be installed.

S.No	Item Description		
1	Wireless LAN Controller	Supports redundant supervisor engines and N+1 fabric modules redundancy Must support IEEE 802.11 a/b/g/n/ac Integrated Wired and Wireless 802.1x Authentication Rouge device scan, identification, defense, and countermeasures, which includes dynamic blacklist configuration and detection of rogue APs, STAs, and network attacks. Active-active and active standby failover Support locating AeroScout and Ekahau tags 10G interface: Support Support security of Local Forwarding. Should support DHCP Snooping, DAI (Dynamic ARP Inspection) , IPSG (IP Source Guard) bogus DHCP server attack defense in local forwarding mode. Should support SDN Must Support IEEE 802.11 n/ac Support 3x3 MIMO and 3 spatial streams Support STBC,LDPC,MLD,MRC and other technology to enhance signal strength Support 802.11h(DFS) and automatically avoid radar channel Bidder must quote only Wi-Fi CERTIFIEDTM products Supports 4kV surge protection on network ports Operating temperature: -10°C to 50°C Support service holding function when CAPWAP (Control and Provisioning of Wireless Access Point) link down, new users can also access network. Must Supports wireless intrusion detection system (WIDS), including rogue AP and STA detection, attack detection, STA/AP blacklist and white list. Support load balancing based on user number and data traffic Support security of Local Forwarding. AP supports DHCP Snooping, DAI (Dynamic ARP Inspection), IPSG (IP Source Guard) bogus DHCP server attack defense in local forwarding mode	26 or as per actual or solution
2	Access Points (Outdoor)	Complies with IEEE 802.11n/ac and passed the certification of Wi-Fi Alliance Supports 3x3 MIMO AC dual-link backup Support external antennas both in 2.4G and 5G Provide a built-in 5 kA feeder surge protector in RF ports and requires no external surge protective devices, which simplifies installation and lowers cost	

		Support STBC,LDPC,MLD,MRC and other technology to enhance signal strength Support security of Local Forwarding. AP supports DHCP Snooping, DAI (Dynamic ARP Inspection), IPSG (IP Source Guard) bogus DHCP server attack defense in local forwarding mode Operating temperature: -40°C to 60°C Ingress protection >=IP67 Support power-off alarm. AP can ensure normal CPU operating in 15 ms after a power failure on an AP to report a power failure alarm Support service holding function when CAPWAP link down, new users can also access network Real Time Monitoring	or as per actual or solution
3	Network Management Tool/Software (NMS)	Alerts Reporting Syslog Multiple views i.e. separate view of each site to monitor the selected nodes as per requirements. Capable of importing maps for each view. The management software provides rights- and domain-based management on APs and authenticates APs, not requiring participation of the AC. The management software provides a complete solution to detect, identify, and classify rogue devices and remotely notify users. The software can also obtain required information from massive AP information. Should provide end node tracking with AP address and client IP and MAC address	To be Covered under Managed Service through SLA
4	Layer 2 Switch	24 port layer 2 switch Support for 10/100/1000 Base-T Support for Guest VLAN Support Super VLAN for VLAN aggregation SEP/REP or equivalent Support policy VLAN Support for monitor link Dying Gasp power-off alarm notification Two optical interface	or as per actual or solution
5	Layer 3 Switch	24 port layer 3 switch Support for 10/100/1000 Base-T Two optical interface 10G interface support Support for Controllable Multicast Broadcasting storm control under VLAN ALS: Automatic Laser Shutdown Optical transceiver of 10KM AHM: Advanced Hibernation Management Support of routing protocol, PBR (policy based routing)	or as per actual or solution
6	Internet Bandwidth	150 / CIR Mbps	To be covered under Bandwidth Services

7	Network Management Software	Network management software to monitor all cell sites and traffic flows along with log	To be Covered under Managed Service through SLA
	User	Administrators and guest management personnel can manually create guest accounts. Administrators can create a single visitor account or guest accounts in batch. Supports guest account export and printing and notification through emails and Short Messaging Service (SMS) messages.	To be Covered under Managed Service through SLA
8	Management Software	Authentication system	To be Covered under Managed Service through SLA

IMPORTANT NOTE:

Aforementioned mandatory requirements applies to overall solution required by Directorate of IT. Based on the initial pre-deployment survey, the quantity may increase or decrease at each university depending on required coverage. Tenderer should provide unit cost and overall cost for the above mentioned Hardware which will be sole property of each university (depending on how much hardware has been installed) for future usage after successful completion of the services for two years.

PROPOSED LOCATION FOR WI-FI HOTSPOTS

S#	Locations	Gender	Estimated No. of users	Estimated No of AP's	Estimated Bandwidth (Mbps)/ Location
1	University of Peshawar	B/G	3000	16	18
2	Govt Superior Science College, Peshawar	В	1000	4	8
3	Govt Post Graduate College, Charsadda	В	200	4	6
4	Govt Post Graduate College, Nowshera	В	200	4	6
5	Govt Post Graduate College, Mardan	В	200	4	6
6	Govt Post Graduate College, Swabi	В	200	4	8
7	Govt Degree College Thana, Malakand	В	200	4	8
8	Govt Post Graduate Jehanzeb College Saidu Sharif, Swat	В	200	4	6
9	Govt Degree College Daggar, Buner	В	200	4	4
10	Govt Post Graduate College Timergara, Dir Lower	В	200	4	4
11	Govt Degree College, Dir Upper	В	200	4	4
12	Govt Degree College, Alpuri, Shangala	В	200	4	6
13	Govt Degree College , Chitral	В	200	4	6
14	Govt Post Graduate College, Kohat	В	200	4	6
15	Govt Post Graduate College, Karak	В	200	4	6
16	Govt Post Graduate College, Bannu	В	200	4	6
17	Govt Degree College Tajori, Lakki Marwat	В	200	4	4
18	Govt Degree College No.1, D.I.Khan	В	200	4	6
19	Govt Degree College, Tank	В	200	4	4
20	Govt Post Graduate College, Haripur	В	200	4	6
21	Govt Post Graduate College, Abbottabad	В	200	4	6
22	Govt Post Graduate College, Mansehra	В	200	4	6
23	Govt Degree College, Battagram	В	200	4	4
24	Govt Degree College Pattan, Kohistan	В	200	2	2
25	Govt Degree College Dassu, Kohistan	G	200	2	2
26	Govt Degree College, Hangu	В	200	4	2
	TOTAL		5600	112	150

FORMS & OTHER REQUIRED DOCUMENTS

ANNEXURE-B

Technical Proposal Submission Form

[Location, Date]

Location, Date	J
To(Name and address of Client / Purchaser)	
Dear Sir,	
We, the undersigned, offer to provide the _(insert title of assignment)_ in accordance w	ith
your Request for Proposal/Tender Document No dated _(insert date)_ and our Proposal. \	Иe
are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Propo	sal
sealed in two separate envelopes.	
We undertake, if our Proposal is accepted, to provide supply ofrelated to	the
assignment.	
We also confirm that the Government of Pakistan / Khyber Pakhtunkhwa has not declared	us,
or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. V	Иe
furthermore, pledge not to indulge in such practices in competing for or in executing the Contra	ct,
and we are aware of the relevant provisions of the Proposal Document.	
We understand you are not bound to accept any Proposal you receive.	
We remain,	
Yours sincerely,	
Authorized Signature (Original)	
(In full and initials)	
Name and Designation of Signatory	
Name of Firm	
Address	

ANNEXURE-C

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

To (Name and address of Client / Purchaser)

Dear Sir,

We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with your Request for Proposal No._____ 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 up to expiration of the validity period of the Proposal, i.e. before the date indicated in ______ of the Proposal Data Sheet.

We also declare that the Government of Pakistan / Khyber Pakhtunkhwa has 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 Proposal 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:

ANNEXURE-D

Price Schedule/ Financial Cost Sheet

Wi-Fi Hotspots at Public Sector Universities across KP

Sr. No.	Component Description	No. of units	Price per unit (Excluding Tax) PKR	Tax Amount per unit (PKR)	Price per unit (Incl. Tax) PKR	Total Cost (No. of units * Per unit price incl. taxes)
1	Managed Services (SLA) Per month	26 locations				А
2	Bandwidth (150 Mbps per month)	26 locations				В
	7	otal Bid cost	t for 2 years	•		X=(A+B)*24

	HARDWARE (One Time Cost)								
Sr. No.	of per unit Unit (incl. units* per								
EQU	IPMENT					•			
1	Wireless LAN Controller	26							
2	Access Points (Outdoor)	100							
3	Layer 2 Switches	100							
4	Layer 3 Switches	21							
	TOTAL EQUIPEMENT COST								

NOTE:

- (i) X will determine the total Managed Service Cost with Bandwidth cost for all location for 2 years.
- (ii) Prices must be guoted for all items under purchase of Hardware.
- (iii) Hardware quoted must be legally imported in Pakistan after paying all taxes.
- (iv) Payment against above services (SLA) and provision of Bandwidth shall be made on as per actual basis.
- (v) The Purchaser reserves exclusive rights to increase / decrease the quantities of the Hardware mentioned above vide this tender document.
- (vi) The Framework Contract duration shall be for the period of two (2) years starting from the issuance of LOA, renewable on yearly basis based on provisioning of satisfactory services / goods by the Contractor, needs, requirements and approved budgetary provisions of the Purchaser.
- (vii) Managed Services (SLA) is for whole project i.e. two years. Interested bidders should also provide running cost(per sq. ft) for managed services separately for each university and may be attached with Financial Proposals.

SLA):	l information related to	•			•	-
Sr. No.	Item/Component Description	No. of Units	Price per Unit (excluding Tax) PKR	Tax Amount per unit (PKR)	Price per Unit (incl. Tax) PKR	Total Cost (No. of units* per unit price incl. Taxes
ACTIVE/	PASSIVE EQUIPMENT	•	1	1	1	•
1	Passive Work Network / Civil per Location (cabling, civil work, poles, installation, Maintenance, connectivity, etc)					
2	Passive Work Electrical per Location (electrification for Wi- FI HotSpots, UPS, Maintenance, etc.)					
3	Aggregation Site Everything					
4	Network Management Software / tools					
5	User Management Software					
6	Authentication System					

NOTE: Cost breakdown required in above table is only for the purchaser's own internal working and not to be included in total bid price. No payments are to be made for components mentioned in above table. Payments shall only be made against Managed Services on as per actual basis.

Date		
		Signature of authorized person
		Name:
	(Company Seal)	
In the capacity of		
Duly authority by		

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

ANNEXURE-E

Format for Covering Letter

То	(Name and address of Purchaser)
Sub:	·
Dear Si	r,
a)	Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items / Services 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 days (as per requirement of the project) 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 _(insert name of the Purchaser)_, 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 biding.
Author	ized Signatures with Official Seal

ANNEXURE-F

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

- a) To be executed by an authorized representative of the bidder.
- **b)** The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- **d)** In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Format of Power-of-Attorney

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this day of	20
For	
(Signature)	
(Name, Designation and Address)	
Accepted	
(Signature)	
(Name, Title and Address of the Attorney)	
Date:	

ANNEXURE-G

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 are liable to any punitive action for furnishing false information / documents.

Dated this day o	of 2017.	
Signature		
	(Company Seal)	
In the capacity of		
Duly authorized to sign	n bids for and on behalf of:	

ANNEXURE-H

(To be submitted on legal stamp paper)

<u>AFFIDAVIT</u>

(Inte	grity	Pact)
1		· ucc

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 dul authorized by _(Name of the bidder company)_ hereinafter called the Contractor to submit th attached bid to the _(Name of the Purchaser) Affiant further states that the said M/s (Biddin Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any lin officer or employee of the _(Name of the Purchaser)_ any money or thing of value, either directly of indirectly, for special consideration in the letting of the contract, or for giving undue advantage to an 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.
[The Seller/Supplier/Contractor] certifies that it has made and will make full disclosure of a agreements and arrangements with all persons in respect of or related to the transaction with the Purchaser and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty / support.
[The Seller/Supplier/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty / support. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the Purchaser under any law, contract or othe instrument, be voidable at the option of the Purchaser.
Notwithstanding any rights and remedies exercised by the Purchaser in this regard, [the Seller/Supplier/Contractor] agrees to indemnify the Purchaser for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Purchaser in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier/Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Purchaser.
Signature & Stamp
Subscribed and sworn to me this day of 2017.
Notary Public

ANNEXURE-I

BID SECURITY FORM

Tender [Name of PKR	EAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted against Tender Name, Tender No, (hereinafter called "the Tender") to the and Address of the Purchaser] (hereinafter called "the Purchaser") for the Total Tender Price (in figures) (in words).
	/HEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter 'the Guarantor") has agreed to give the Contractor a Guarantee;
	FORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the ser, for the sum of PKR (in figures) (in words
withou) and undertakes to pay to the Purchaser, upon receipt of tten demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, t cavil / argument and without the Purchaser having to substantiate / prove or to show is / reasons for such claim(s), on the occurrence of any / all of the following conditions:
1.	If the Contractor withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
2.	If the Contractor does not accept the corrections of his Total Tender Price; or
3.	If the Contractor, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
Provide due to	ed that the Purchaser shall specify the occurred condition(s) owing to which the said sum is him.
	ed further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within vorking days after the expiry of the Guarantee.
•	arantee shall remain valid up to or until furnishing of the mance Security, whichever is later.
Date th	nisday of 2017.
GUARA	<u>ANTOR</u>
Signatu	ıre
CNIC#	
Name	
Designa	ation
Addres	S

PERFORMANCE SECURITY

Issuing Authority:
Date of Issuance:
Date of Expiry:
Claim Lodgment Date: (Mu:

Claim Lodgment Date: (Must be one month later than the expiry date)

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and render the Services against Tender Name, Tender No
(hereinafter called "the Contract") for the Contract Value of PKR (in figures
) (in words).
AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within twenty eight (28) days of the receipt of the Acceptance Letter (Letter of Acceptance) from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs(10% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;
AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;
THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures) (in words
) and undertakes to pay to the Purchaser, upon receipt of
his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:
1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.
Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.
Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.
This guarantee shall remain valid up to or until expiry of warranties / support period or all obligations have been fulfilled in accordance with the Contract, whichever is later.
Date this
GUARANTOR
Signature
CNIC #
Name
Designation
Address

ANNEXURE-K

Financial Capacity of the Bidder

Additionally, the following financial data form shall be filled out for the Bidder. The Purchaser reserves the right to request additional information about the financial capacity of the Bidder. A Bidder that fails to demonstrate through its financial records that it has the financial capacity to perform the required Supply/Services may be disqualified.

Financial Information	Historical information for the previous three years (most recent to oldest in (PAK Rupees)				
	Year 1 (Year)	Year 2 (Year)	Year 3 (Year)		
Information from Balance Sheet:					
(1) Total Assets (TA)					
(2) Current Assets (CA)					
(3) Total Liabilities (TL)					
(4) Current Liabilities (CL)					
Information from Income Statement:					
(5) Total Revenue (TR)					
(6) Profits before Taxes (PBT)					
Net Worth (1) – (3)					
Current Ratio (2) / (4)					
Provide information on current or past litigation or arbitration over the last three (3) years as shown in the form below. Litigation or arbitration in the last three (3) years: No:Yes: (See below)					
Litigation and Arbitration During Last three (3) Years					
Year	Matter in Dispute		ie of Award Against tract in PAK Rupees		
		Authorized Signa	atures with Official Seal		