



BID SOLICITATION DOCUMENT

FOR

BROAD BAND INTERNET SERVICE FOR KPEZDMC HEAD OFFICE

Dated September 10, 2018

**KHYBER PAKHTUNKHWA ECONOMIC ZONES DEVELOPMENT AND
MANAGEMENT COMPANY- KPEZDMC**



Ref No: WA-18-09-123

Date: September 10, 2018

INVITATION FOR BIDS

- 1) KPEZDMC intends to hire services of Broad Band Internet for its head office located at 120 Industrial Estate Jamrud Road Hayatabad Peshawar. Therefore, sealed bids on single stage one envelope procedure are invited from eligible bidders.
- 2) Interested eligible bidders having Income tax and KPRA Sales tax registration may obtain further information from the office of KPEZDMC, 120, Industrial Estate, Jamrud Road Hayatabad. Peshawar. Khyber Pakhtunkhwa. Tel: 091-5890826, 091- 9217720, 0335-5739362.
- 3) A complete set of bidding documents can be downloaded by interested bidders from www.kpezdmc.org.pk/tenders or may be collected from KPEZDMC Peshawar office (120 Industrial Estate, Jamrud Road, Hayatabad, Peshawar) from issuance of this advertisement till closing date.
- 4) Bids must be delivered to the above office by or before 2:30pm on October 01, 2018.
- 5) Bids will be opened in the presence of bidders' representatives who choose to attend at 3:00 pm on October 01, 2018 at the offices of KPEZDMC, 120, Industrial Estate, Jamrud Road Hayatabad. Peshawar. Khyber Pakhtunkhwa.
- 6) The bidders are requested to give their best and final prices as no financial negotiations are expected.

Manager Admin & Procurement

120, Industrial Estate, Jamrud Road Hayatabad
Peshawar. Khyber Pakhtunkhwa.
091-5890826, 091- 9217720.
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INSTRUCTION TO BIDDERS

- I. Under single stage, one envelope process, all interested bidders are requested to submit the financial bid in a single sealed package/envelop marked as **“Bid for Broad Band Internet Service”**.
- II. The envelope should have address and contact details of the addressee and the addressor.
- III. Bids delivered by hand to KPEZDMC office must be registered at reception/Admin dept. Unregistered bids will not be considered for further evaluation process.

Required Documents:

- **Bidder shall be Income tax & KPRA sales tax registered.**
 - **An Affidavit that bidder has never been blacklisted.**
 - **Completion, delivery & installation time (in days) of the broad band internet service.**
 - **The bidder shall provide complete information for document attached as Annex-B.**
- IV. The bidder may submit company/firm profile with relevant past experience with Government Organization/INGOs/Private Companies/Banks etc.
 - V. The bidder shall specify validity in days, the submitted bid KPEZDMC may under exceptional circumstances request for extension in bid validity that shall be for not more than the period equal to the period of the original bid validity.
 - VI. Bidders may associate with other organizations to enhance their capacity. However, such associations may only take place before the bidding. Once firms are short-listed, no such association will be allowed.
 - VII. Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project/government, will be blacklisted and debarred.
 - VIII. The bids should be in accordance with enclosed specifications and technical design (if any).
 - IX. Response time: all bidders shall submit bids as per these instructions by or before 02.30 pm on October 01, 2018, at 120 Industrial Estate, Jamrud Road, Hayatabad, Peshawar. Bids will be opened half an hour after the deadline i.e. 03:00 pm on same day. No bid in any case shall be accepted after the deadline.
 - X. The bidder may submit audited financial statements for the last three years and account balance statement for the current ongoing years. (Optional)
 - XI. Submit statement of any history of litigation or ongoing.
 - XII. The KPEZDMC will not be responsible for any cost or expenses incurred by the firms in connection with the preparation or delivery of proposals.
 - XIII. The quoted price must be inclusive of all applicable taxes, installation and transportation or any other direct/indirect cost associated for the delivery/completion of required goods/services.
 - XIV. The procuring entity may reject one or all such proposals, which are vague (In terms of financial proposal) or does not adhere to these instructions.



Khyber Pakhtunkhwa Economic Zones Development and Management Company

- XV. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- XVI. Contract will be signed with the successful bidders and its terms and conditions will govern the execution of the contract.
- XVII. Arbitration as per law will be in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (procuring entity and supplier/vendor/bidder).

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GENERAL TERMS & CONDITIONS

- a) All bidders are requested to submit their most competitive bid with the instructions incorporated herein.
- b) Bids (**Annex-A, B and C**) may be submitted on company's letterhead in a sealed envelope.
- c) Bidders are requested to submit their quotation, quoting each and all items mentioned in **Annex-A**.
- d) The above required details shall be submitted in a sealed envelope.
- e) The bidder (s) must be registered with FBR.
- f) The bid (s) must remain valid for 90 days and the quoted price shall not be changed due to change in forex rates within validity time of quotation.
- g) Bidders shall mention all applicable taxes in their quotes. In case any supplier has not done so, the procuring entity while comparing the offers will add the applicable taxes to the total quoted amount for each item.
- h) The request for quotation is non-transferable.
- i) Bid must be submitted by or before 2:30pm on October 01, 2018 to the undersigned for the purpose. No late quotation for any reason whatsoever will be considered.
- j) Each bidder can only submit one offer / quote.
- k) The bid must carry the authorized signatures and stamp of the supplier.
- l) The quantity of the items to be purchased can be increased/decreased/eliminate prior the issuance of PO/Contract.
- m) The quoted price must be inclusive of delivery/transportation to the proposed site.
- n) The charges involved in relocation of broad band internet service from current mentioned office to other site located in Peshawar shall be responsibility of selected bidder.
- o) The procuring entity reserves the right to reject one or all the proposals as per prevailing KPPRA rules.
- p) All the Taxes will be deducted as per FBR and Khyber Pakhtunkhwa Revenue Authority (KPRA).

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**FRAMEWORK AGREEMENT FOR BROAD BAND INTERNET SERVICE FOR
KPEZDMC HEAD OFFICE**

BY AND AMONG

KHYBER PAKHTUNKHWA ECONOMIC ZONES DEVELOPMENT & MANAGEMENT COMPANY, a section 42 Company having its head office located at 120- Industrial Estate, Jamrud Road, Hayatabad, Peshawar (hereinafter referred to as the "Buyer")

AND

M/S _____ company having its office located at _____ (hereinafter referred to as the "Service Provider")

WHEREAS the Buyer desires to hire services of Board Band Internet Service from Service Provider to KPEZDMC head Office as listed in this Agreement; and

WHEREAS, the Parties have specified the types and terms of all required services as mentioned under this Agreement.

NOW, THEREFORE, in consideration of mutual promises herein set forth and subject to the terms and conditions of this Agreement, the Parties agree as follows:

- 1) **Hire Services of Broad Band Internet Service provider.** At the execution of this Agreement, the Buyer shall buy, and the service provider shall sell and convey to the Buyer, Broad Band Internet service at the price set out in Clause 2 of this Agreement.
- 2) **Items and Unit Prices.** Subject to the obligations in Article 1, the Parties agree to the following Items and Unit Prices:

No.	Item Description	Unit	Qty	Unit Price	Total Price
1	10 Mbps CIR Link Monthly Charges	No	1		
2	IP Pool (8 static IPs) Monthly Charges(if any)	No	1		
3	First time installation charges	No	1		

3) Scope of Work:

Provider shall provide following services to KPEZDMC during the above-mentioned Term of Agreement:

- a) The service provider will provide reliable internet connectivity with a Bandwidth of **10 MBPS CIR** and static IP Pool of 8 IPs (/ 29 Mask) to be installed at Premises.
- b) All the customer premises Equipment (CPE) will be provided by the service provider.
- c) The service provider will list down all Customer premises Equipment installed in customer premises.
- d) Provide 24/7/365 technical support to resolve network, maintenance and troubleshooting of equipment at Premises.
- e) Provide 24/7/365 on-site support at KPEZDMC Premises by technical team in case of any major fault / dis-connectivity issue.
- f) Resolution time during business hours (i.e. 8:00 AM to 6:00 PM, Mon - Fri) shall be sixty (60) minutes. Resolution time during non-business hours, weekends and on all holidays shall be two (02) hours.
- g) The CPE equipment installed by the service provider should be of the standard quality and in case of malfunctioning of the CPE devices the replacement should be provided and installed within resolution time without any additional charges.



4) Payment.

- a) **Account.** The bank account of the service provider into which payments shall be made is:

Account Title	
A/C Number	
Bank Name & Address	

- b) **Payment timeline.** Payment will be made through cross check (transfer/cheque) within 30 days of receipt of all documents in good order. If a bank transfer is requested, all invoices must clearly indicate the vendor's bank and bank account number. Vendor must mention KPEZDMC Contract/Purchase Order number in their delivery note and invoice.

c) All applicable taxes will be deducted as per Govt. of Pakistan's prevailing Laws in respective financial year.

5) Term. The term of this Agreement shall be between D/M/Y to D/M/Y. The Parties may, by agreement communicated in writing, extend or amend the Term of this Agreement. The Agreement may be terminated subject to clause 13.

6) Delivery Schedule. The Service provider shall, upon receipt of the Contract/Purchase Order as defined in clause 3, provide the described Broad Band Internet Service to the Buyer at the address of the Buyer within _____ working days.

7) Delivery Note. The Service Provider shall provide proof of delivery in a Delivery Note at the time of delivery of the items/Broad Band Internet Service at the Buyer's address.

8) Buyer's Responsibility. The Buyer shall accept responsibility of the delivered (Broad Band Internet Service) only after the Service provider delivers the required services under this contract.

9) Non-conformity of Services. The Buyer may reject delivery of the items/service provided under any Contract/Purchase Order if the items/service do not conform to the description.

10) Force Majeure

- c) **Definition.** In this Agreement, the term Force Majeure shall mean:
- War and other hostilities (whether war be declared or not) invasion, terrorist activity, act of foreign enemies, mobilization, requisition or embargo
 - Rebellion, revolution, insurrection, military or usurped power or civil war
 - Riot, commotion or disorder except where solely restricted to employees of the service provider or its sub-Contractors or sub suppliers
 - Earthquake, flood, fire or other natural physical disasters except to the extent that any such disaster is caused by, or its effects contributed to by, the party claiming force majeure
 - A general industrial dispute not limited to the employees of the Service Provider or the employees of any of its sub-Contractors or sub suppliers.
- d) **Notification.** If either party considers that any circumstance of Force Majeure has occurred which may affect materially the performance of its obligations, then he shall forthwith notify the other in writing to that effect giving full details of the circumstances giving rise to the Force Majeure event.
- e) **Obligations upon a Force Majeure Event.** Neither Party shall be in default of its obligations under the Contract to the extent that it can establish that the performance of such obligations



Khyber Pakhtunkhwa Economic Zones Development and Management Company

is prevented by any circumstance of Force Majeure which arises after the date of the Contract and which was not foreseeable at the date of the Contract

11) Confidentiality. Each Party shall treat the Contract and any information it may have obtained or received in relation thereto or arising out of or in connection with the performance of the Contract or its negotiation or relating to the business or affairs of the other as private and confidential and neither party shall publish or disclose the same or any particulars thereof without the prior written consent of the other or as may be permitted under the later provision of this Clause.

12) Waiver. Any failure by the Service Provider to insist at any time upon the performance of any of the terms, provisions or undertakings of the Service Provider contained in the Contract or to exercise any rights thereunder shall not constitute or be construed as a waiver thereof or a relinquishment of the Buyer's rights to require the future performance of any such term, provision or undertaking but the obligation of the (Service Provider) with regard to the same shall continue in full force and effect.

13) Termination. Either Party may terminate this Agreement upon 30 days written notice delivered to the Service Provider at the registered address under clause 16 of this Agreement.

14) Notices. All notices consent, demands, requests approvals and other communications contemplated under this Agreement shall be deemed to have been given if delivered to the following contact persons for either Party.

f) If for the Vendor

Mr. _____

Cell#: _____

Email: _____

Address: _____

g) If for Buyer:

Mr. _____

Contact #: _____

Email: _____

Address: _____

15) Time of the essence. The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.

16) Entire Agreement. This Contract constitutes the entire agreement between the parties concerning its subject matter, and supersedes any previous accord, understanding or agreement, express or implied. Each party confirms that it has not relied upon any representation not recorded in this Contract inducing it to enter into this Contract. No variation of this Contract shall be valid unless it is in writing, refers specifically to this Contract and is duly executed by the authorized representatives of both parties on or after the date of this Agreement.

17) Choice of Law. This Agreement shall be governed by the laws of the Islamic Republic of Pakistan.

18) Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns.

19) Dispute Resolution.

h) Settlement. If any dispute or difference whatsoever shall arise between the parties in connection with or arising out of the Contract the parties shall first seek to resolve the matter between themselves within a period of 14 days.

i) Court remedy. If the dispute is unresolved within this time frame, both Parties reserve the right to seek a remedy from a court of competent jurisdiction.



Khyber Pakhtunkhwa Economic Zones Development and Management Company

20) Anti-assignment. Neither party shall assign the Agreement or any of its rights or obligations there under without first having received the written approval of the other party

21) Severability. No clause, sub-clause or their relevant parts in this Agreement may be held to be unenforceable or void except for the judgement of a court of competent jurisdiction. Should any clause, sub-clause or part thereof be so held to be unenforceable or void the remaining clauses, sub-clauses and their relevant parts shall remain in full force and effect to the extent that they are capable of remaining operative having taken account of the said court's judgement.

Agreed between:

FOR AND ON BEHALF OF – KPEZMDC

FOR AND ON BEHALF OF – M/S _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Stamp: _____

Stamp: _____



Khyber Pakhtunkhwa Economic Zones Development and Management Company

ANNEX-A

BID SHEET - KPEZDMC

Ref #:

Date:

September 10,2018

Closing Date:

October 01,2018

From (KPEZDMC Contact Name & Address):

Supplier Name & Address:

Mr. Agha Khanan Zahid

Assistant Manager Procurement

120, Industrial Estate, Jarod Road Hayatabad, Peshawar - KPK

Tel: 091-5810155, 091- 9217720, 0335-KPEZDMC

NTN #:

STRN #:

**KPRA(STRN)
#**

Tel:

Email:

Complete,Delivery and Installation time(in days) of the broad band internet service

Warranty (if any):

Delivery Location:

120-Industrial Estate, Jamrud Road,Hayatabad,Peshawar

Sr. No.	Description	Unit	Qty	Unit Price (Including all applicable Taxes)	Total Price (Including all applicable Taxes)
1	10 Mbps CIR Link Monthly Charges	No	1		
2	IP Pool (8 Static IPs) Monthly Charges(if any)	No	1		
3	First time installation charges	No	1		
Total (PKR)					

Note: The Charges involved in relocation of broad band internet service from current mentioned office to other site location in Peshawar shall be responsibility of selected bidder.

Bidders Name:

Company Stamp:

This document is not a commitment to purchase on the part of the KPEZDMC.

Should your offer be successful an KPEZDMC Purchase Order will be issued.

Any order arising from this Request for Quotations will be subject to KPEZDMC's Conditions of Purchase.



Annex-B

Internet Link Specifications

PARTICULARS	QTY.	DESCRIPTION
Bandwidth	10 Mbps	Availability at KPEZDMC Head Office, 120 Industrial Estate Hayatabad Peshawar
IP Pool	8	A subnet of 8 Public Static IP Addresses
Service Level Agreement		CIR(Committed Information Rate) 99.3% Uptime

Please provide the following information for comparison of Quality of Service and verification of uptime.

1. Uptime commitments

Does your organization use any monitoring tool like MRTG or PRTG for monitoring your Network? Yes / No

If Yes, kindly provide connectivity/uptime log for 5 similar clients (CIR) within Hayatabad Industrial Estate or nearby, labeled as “Connectivity Log”.

2. Downstream speed

Kindly attach downstream speed test report for 5 similar clients at their premises showing a download log of at least 60 seconds labeled as “Downstream Speed Report”. Kindly add contact details of the client representative to the log for reference and verification.¹

3. Upstream capacity

Kindly attach upstream speed test report for 5 similar clients at their premises showing an upload log of at least 60 seconds labeled as “Upstream Speed Report”. Kindly add contact details of the client representative to the log for reference and verification.

4. Port freedom

Kindly mention any standard port(s) which are blocked by your organization and/or PTA including port(s) for VoIP and other services. Kindly mention which port(s) can be opened on demand.



5. Routes Details

Kindly provide Trace route report for the following IP Addresses at the premises of 5 similar clients labeled as “Traceroute Report”

216.58.210.228

104.41.216.17

40.112.64.24

8.8.8.8

8.8.4.4

64.99.51.43

58.162.89.137

165.143.158.60

140.205.94.189

6. Latency Test

Kindly provide 60 seconds ping log report for the following IP Addresses at the premises of 5 similar clients labeled as “Latency Report”

216.58.210.228

64.99.51.43

104.41.216.17

40.112.64.24

8.8.8.8

8.8.4.4

58.162.89.137

165.143.158.60

140.205.94.189



Annex-C

REQUIRED DOCUMENTS CHECKLIST FOR BROAD BAND INTERNET SERVICE

- Kindly Check the box (Yes or No) against each document mentioned submitted with your technical proposals.

	DOCUMENT LIST	YES	NO
1.	Income Tax and KPRA sale Tax Registration.	<input type="checkbox"/>	<input type="checkbox"/>
2.	An Affidavit that bidder has never been black listed.	<input type="checkbox"/>	<input type="checkbox"/>
3.	Completion, delivery & installation time (in days) of the broad band internet service.	<input type="checkbox"/>	<input type="checkbox"/>
4.	The bidder shall provide Complete information for document attached as Annex-B.	<input type="checkbox"/>	<input type="checkbox"/>

Bidder's Name: _____

Company Stamp: _____
