



GOVERNMENT OF KHYBER PUKHTUNKHWA



BIDDING DOCUMENT

FOR THE WORK.

**“HIRING OF VEHICLES/MACHINERY FOR THE
COLLECTION OF DUMPS/DRAINS WASTE WITHIN THE
JURISDICTION OF ZONE-C WSSP PESHAWAR FY- 2019-20.**

March 2020

Bid No: WSSP/ OPS/02/03/2020

ZONAL MANAGER (ZONE-C)

University Town Peshawar.

Disclaimer

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

TERMS & CONDITIONS

The firms/companies (hereinafter called the "Service Provider") having relevant experience in the field are hereby invited to submit their tender for "**Hiring of vehicles/Machinery for the collection of dumps/ drains waste within the jurisdiction of Zone-C WSSP Peshawar**" (hereinafter called the "Services") subject to following terms and conditions: -

1. The bidder should have sufficient experience as mentioned in the NIT and fleet to meet the demand of cleaning activities of dumps and drains with in Union Councils of Zone-C.
2. The bidder should mobilize its fleet within a week time from the date of issuance of work order.
3. The vehicles will be requiring for the period till 30th June 2020. The period may vary according to the needs of the client and the contract may be extended for future period with mutual consent of both the parties.
4. The contractor will dispose the collected waste into the designated dumping site / notified point, otherwise the strict disciplinary action along with deduction of the disposed trips shall be made.
5. The contractor will provide enough fleet depending upon requirement and need of the client specially during the special events and festivals such as Eid Ul Azha, Muharram ul Haram etc. failing may lead to imposition of penalty, service termination which may also lead to blacklisting of the firm.
6. The service provider should quote rates of hiring of each vehicle as per trip basis with fuel along with Manpower for clearance of dumps & drains. The quoted rate should be inclusive of Driver, wage/food, night charges, cleaning tools etc. The loading / unloading will be the responsibility of the bidders and dumps will be disposed up to the designated dumping yard identified by WSSP.
7. The rates should be valid till the contract expiration date. Contract shall be entered with the bidder on least cost basis and no increase, due to any reason, in the rates shall be acceptable during the validity of the contract period.

8. The bidders should respond and start work and report progress within 24 hours to the complaint assigned by the officer Incharge failing to which will lead to the penalty of 0.05%-day, maximum upto 10% of the Contract price. (Penalty clause).
9. Tenders will be received only along with bidding documents duly signed by Chief Executive/authorized person of the firm.
10. Blacklisted service providers should not apply.
11. The service provider shall be fully responsible for all work and services performed by its employees, and for this purpose the service provide shall employ competent and well-trained employees to perform the services under the Contract. The Service provide shall employee designated field Supervisor who will be responsible for the submission of the daily progress report of the activities performed in the field.
12. Services should be according to the client's requirement. No amendment in tender form (in specification) will be accepted and such forms shall be rejected.
13. The payment shall be made after the submission of IPC by the contractor and verification of the Zonal staff through crossed cheque.
14. In case of provision of poor-quality service/not abiding by the instruction of the client the penalty up to Rs. 10,000/- per day can be imposed to the service provider.
15. A rate contract (copy attached) shall be signed by the successful bidder and WSSP and all terms and conditions would be binding on both parties.
16. Bidders are required to Submit the sealed tender under Single Stage Single Envelop method at the place, date and time mentioned in NIT.
17. The bidder / Supplier should be a registered entity with taxation authorities. Including Active Status on KPRA and all for all other taxes activate status on ATL is required.
18. The quoted rates should be inclusive of all applicable taxes and other relevant charges.
19. The company will deduct taxes, duties (Including Stamp duties), KPRA taxes and other relevant charges as prescribed and amended from time to time by tax authorities / Government.
20. Competent Authority reserves the right to reject the tender at any stage with cogent reason as per KPPRA rules and regulations.
21. No Advance payment shall be made to the Successful bidder.

22. In case of providing poor Performance, the client has the right to cancel the contract and impose ban for participating in the next bidding process of WSSP and in such case (poor performance, Non completion of assigned contract) the Performance guaranteed of 10% of the bidder shall be forfeited beside penalty imposition by Zonal office.
23. **The Interested parties are advised to attend the Pre-bid meetings.**
24. Any disfiguring / over writing, manipulation in the tender shall be liable to rejection or Incomplete / conditional bids shall not be acceptable.
25. Any deviation from above mentioned conditions will automatically lead to cancellation of the Contract.

**ZONAL MANAGER
ZONE -C, WSSP**

**HIRING OF VEHICLES/MACHINERY FOR THE COLLECTION OF DUMPS/DRAINS
WITHIN THE JURISDICTION OF ZONE-C WSSP PESHAWAR (FY 2019-20)**

BILL OF QUANTITIES

Sr. #	DESCRIPTION	UNIT	QTY	RATE (Rs)	AMOUNT (Rs)
1	Provision of Dumper 800 CFT capacity including loading/unloading mechanically and carriage to the designated dumping yard at Ghari Faiz Ullah Shamshatoo.	Trips	52		
2	Provision of Tractor with Trolley of 100 CFT capacity without provision of manpower or mechanical equipment. The carriage and unloading of tractor trolley will be done by the contractor to the designated collection point in Zone C	Trips	100		
3	Provision of Excavator D-55 or equivalent for desilting of Drains. The excavator will also load the tractor trolley	Hours	20		
4	Provision of FIAT Tractor (480 Hp) with Blade	Hours	22		
				Grand Total in Rs.	

Amount in Figure: _____

Authorized Signature: _____

Name & Designation : _____

Company Seal: _____

NOTE: All Vehicles/Machinery and Manpower will be required on rent with drivers and other Manpower. Please quote rates inclusive of Driver, Manpower Wage/food, night charges and cleaning and safety tools and all applicable taxes including KPRA taxes.

Affidavit (For Service Provider)

As owner of M/s

I/We accept the terms and conditions as laid down in tender form and advertisement notice. I/We shall also observe all the rules/regulations framed by Government of the Khyber Pakhtunkhwa regarding the hired services mentioned in the attached list from time to time.

**SIGNATURE
WITH STAMP OF THE FIRM**

Date: _____



SERVICE PROVIDER PROFILE

Company	
Address of Office	
Telephone No / Mobile No.	
Name of Contact Person / Mobile.	
Firm NTN No	
Years of Experience	
No of Trained Staff	

Authorized Signature: _____

Name & Designation : _____

Company Seal : _____

TERMS AND CONDITIONS
FOR FILLING THE BIDDING DOCUMENTS
WATER AND SANITATION SERVICES PESHAWAR.

Please Carefully Read below instructions before filling the Bid Documents / BOQ.

The Incomplete BID shall not be considered and REJECTED.

1. The Bid documents all pages including BOQ must be **Stamped and signed** by an authorized person of the contractor/firm.
2. In case, after evaluation, two or more bids are found equal, the lowest bidder shall be decided through Toss amongst them.
3. In case of bidder quoted rates which are found to be 10% below the Engineering Estimate / BOQ on Market Rate analysis of PE, the bidders shall deposit additional bank guarantees, as prescribed in below notification of KPPRA , to firm up his bids.
4. If the successful bidder failed to provide the required Bid Security or the Performance Security within the prescribed time or fails to sign the agreement for the work, his bid security shall be forfeited in favor of WSSP and the work will be awarded to the 2nd lowest bidder.
5. The Contractor Bid Security / Guarantees shall be verified from the Concerned Bank, if found FAKE OR Expired, his enlistment with WSSP will be cancelled immediately and case shall be submitted to competent Authority for decision, where in the Contractor may be Blacklisted.
6. Bidding Document Fee shall be deposited in Bank of Khyber A/c #: 0742-3 in favor of CEO WSSP. The Bidding documents shall be issued against the submission of application along the BOK deposit slip (No cash Payment shall be entertained).
7. Bidding shall be done on least Cost Basis, and the work order shall be awarded to the **responsive and lowest successful bidder** in total in the light of KPPRA guidelines.
8. The Bidder shall be considered as Responsive bidder if bidder qualifies the **appendix -A** criteria, else the bidder shall be considered as Nonresponsive bidder for the award of contract.

9. The bidders are required to quote their total bids costs both in "Figures and Word".
10. All Provincial/Federal taxes/stamp duty including income tax / KPRA taxes will be recoverable from the bidder as per directives of Govt. issued from time to time.
11. Any disfiguring/overwriting, manipulation in bids unless proper signing shall be liable to rejection.
12. Only filled BOQ shall not be sufficient, all the attached Annexures and appendixes must be filled in and signed by the contractor (Where applicable).
13. Incomplete/conditional and late receipt bids shall not be acceptable.
14. Tenders and copy of Call Deposits received through fax will not be acceptable.
15. Besides other duties & taxes etc., the successful bidder shall also to deposit the government prescribed amount of stamp duty.
16. The Competent Authority reserves the right to reject anyone or all the tenders, the reason / reasons for cancellation shall be shared with Contractor upon request.

Supplier/ Contractor Signature

Stamp.

**WATER AND SANITATION SERVICES
Checklist**

Hiring of Vehicles / Machinery for the collection of Dumps and Clearance of Drain Waste within the Jurisdiction of “Zone- C” Water and Sanitation Services Peshawar For the Year 2019-20.

S.No	Particulars	
1	Company Profile.	
3	Audit & Financial Statement OR Tax Return of previous years.	
4	NTN Certificate Mandatory	
5	KPRA Registration Certificate Mandatory	
6	Proof of Relevant Experience (Purchase Orders / Contract Copy, at least two Relevant Contract to be attached) Mandatory .	
7	Affidavit, on judicial stamp paper & duly attested by the Oath Commissioner, to the effect that the: a. Firm/Vender has neither been blacklisted by any agency nor is involved in any subversive activities. b. Firm/Vender is/was not involved in any Litigation / arbitration and that no work as rescinded in the past. Mandatory	
8	Called deposit / Bank DD @ 2% of total bid cost in favor of CEO, WSSP. Mandatory	
9	Work Satisfactory Performance Report of Previous Employer. (The Certificate should be from Zonal Office WSSP. If the same Services are previously provided to WSSP). Mandatory	

10	Contact Person Name & Designation _____	Authorized Signature & Stamp

Note:

- This checklist duly filled and signed by authorized person shall be submitted and bidder should ensure to provide Mandatory documents / evidences with his proposal. Else the bid will be considered as Non-Responsive.
- The SDB of KPPRA Rules 2014 on Services shall be considered as the integral part of this document in case of any conflict.

Supplier/ Contractor Signature

Stamp.

CONTRACT

HIRING OF VEHICLES/MACHINERY FOR THE COLLECTION OF DUMPS/DRAINS WASTE WITHIN THE JURISDICTION OF ZONE-C WSSP PESHAWAR.

THIS CONTRACT is made and executed on this _____, 2020 by and between:

Water and Sanitation Services Peshawar, a company duly incorporated under the provisions of Companies Ordinance, 1984 having its registered office at Plot #33, Street 13, Local Government Governance School, Phase 7, Hayatabad, Peshawar through its Chief Executive Officer (CEO) on behalf of its Board of Directors (Hereinafter referred to as “**Client**” which expression shall, where the context permits, includes its successors-in-interest and permitted assigns)

AND

M/S _____ (Hereinafter referred to as “**Firm**” which expression shall, where the context permits, includes its successors-in-interest and permitted assigns)

WHEREAS;

The Client advertised a Tender Notice in the national press for **HIRING OF VEHICLES/MACHINERY FOR THE COLLECTION OF DUMPS/DRAINS WASTE WITHIN THE JURISDICTION OF ZONE-C WSSP PESHAWAR.** (hereinafter called the “Service Provider”

The Firm, being the lowest bidder, has been selected and is willing to provide the Supply / Services on the terms and conditions set forth in this Contract, NIT and Bidding Documents.

NOW, THEREFORE, the Client, represented by its Chief Executive Officer on behalf of its Board of Directors and the Firm, represented by its Zonal Manager (Zone C) WSSP, to synergize their efforts for achieving the intended results, have decided to enter into this Contract today on _____, 2020 on the terms and conditions agreed below.

1. The Firm shall complete the work as per details provided in the BOQ / NIT and as per requirement of the Client set forth in Pre-Bid Meeting or as per directions / instructions of site supervisor of WSSP.
2. That the payment to the firm shall be made after delivery of required services satisfactory and verification of bill (Payment shall be made for actual work done) through cross Cheque within 10-15 day. No mobilization advance shall be granted to the winner bidder.

3. The Firms will complete the Services as per requirements, no deviation in this respect shall be accepted. In case, if the work is not completed with in the specified time frame the penalty shall be imposed,
4. The approved rate under this Contract (as mention in BOQ submitted by Service Provider) shall remain the same during the approved time of this Contract. The Firm shall not demand for any increase in approved rate during the period of this Contract due to any reason.
5. The Firm shall be fully responsible for all payments like E.O.B.I., Social Security, Health Insurance, etc. of their engaged / hired employees.
6. Bids shall remain valid for the period of 90 days, in exceptional circumstances prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his Bid Security for the period of the extension.
7. The Client will deduct income tax and sales tax or any other duties and tax (as applicable) as per prescribed rates of the Government.
8. The Contract may be revoked by the Client at any time in case of unsatisfactory performance, failure to perform services, without serving any notice to Firm and all payments will be withheld by the Client. In such circumstances the 10% Performance Guarantee Or (Bid Security) of the bidder shall also be forfeited, beside any penalty imposition on bidder and moreover, WSSP reserve the right to move the legal action against the firm for blacklisting.
9. The Client reserves the right to revoke the Contract at any time without assigning any reason thereof and there shall be no appeal before any court or authority against it.
10. That the completion period of this Contract shall be till 30 June 2020 unless extended mutually , the contract shall be commissioned from the date of work order or as per Client's directions / Request.
11. The Firm shall complete the work as per Specification of the Client and in case of poor quality / substandard etc. other than the approved sample, the Client has the right to cancel the contract and impose ban for participating in to next bidding process of WSSP and as penalty the Bid security shall be forfeited in favor of WSSP.
12. All the terms and Conditions mentioned in Bidding Documents, NIT and detail finalized in Pre-bid meeting are the part of this contact agreement and Supplier is bound to adhere with.

IN WITNESS, WHEREOF; the authorized representatives of both the parties have executed and entered into
This Agreement on this _____, 2020 at Peshawar have signed and sealed or stamped as under.

For WSSSP, Peshawar

For and on Behalf of Firm

WITNESSES:





**Government of Khyber Pakhtunkhwa,
Khyber Pakhtunkhwa
Public Procurement Regulatory Authority**

NOTIFICATION

Dated Peshawar, the May 24, 2016

No. KPPRA/M&E/Estt:/1-5/2016 In supersession of Finance Department Notification No. SO(FR)/FD/9-7/2011/Vol-II dated 05.11.2014, the Competent Authority has been pleased to approve the following amendments in SBDs for procurement of Goods, Works & Services.

1. The Contractors/bidders who quote their bids/rates more than 10% below the Engineer's Estimate shall submit an Additional Security in the form of call deposit equal to 8% of the bid cost. After commencements of work by the successful bidder 8% call deposit may be replaced with a bank guarantee of the same amount from the scheduled bank.
2. The additional security shall be released to the contractor in four installments i.e. 25% to be released after completing 25% of the project, 50% to be released upon 50% completion, 75% to be released upon 75% completion and the remaining amount to be released after completion of the project. In case the bidder quotes more than 10% below the bid cost and the bid is not accompanied by the additional security then the bid shall be considered as non-responsive and the 2nd lowest bidder and so on will be considered accordingly.
3. The **Item Rate System** is replaced by **Above-Below System** on BOQ based on MRS applicable. All tenders shall be processed according to "**Above/Below System**" based on the Market Rate System. In case of donor-assisted projects, the procurement guidelines of the Donor Agency, where required under international obligation, shall be followed in all issues related to procurement of works.

-Sd-

**Managing Director
Khyber Pakhtunkhwa
Public Procurement Regulatory Authority**

ENDST: No. KPPRA/M&E/Estt:/1-5/2016

Dated Peshawar, the May 24, 2016

Copy of the above is forwarded to:-

- 1) All Administrative Secretaries in Khyber Pakhtunkhwa with the request to circulate the same to their lower formations.
- 2) Senior Member Board of Revenue, Khyber Pakhtunkhwa.
- 3) Principal Secretary to Governor, Khyber Pakhtunkhwa, Peshawar.
- 4) Principal Secretary to Chief Minister, Khyber Pakhtunkhwa, Peshawar.
- 5) Secretary Provincial Assembly, Khyber Pakhtunkhwa.
- 6) The Accountant General, Khyber Pakhtunkhwa.
- 7) Registrar, Peshawar High Court, Peshawar.
- 8) All Commissioners in Khyber Pakhtunkhwa with the request to circulate the same to their lower formations.
- 9) PSO to Chief Secretary, Govt. of Khyber Pakhtunkhwa.
- 10) PS to Additional Chief Secretary, Govt. of Khyber Pakhtunkhwa, P&D Department.
- 11) The Director, Treasuries & Accounts with the request to circulate the same to all District Accounts' Officers & Treasuries Officers in Khyber Pakhtunkhwa.
- 12) The Director, Information Khyber Pakhtunkhwa with the request to publish the same in print media.
- 13) The Manager, Stationery and Printing Press Khyber Pakhtunkhwa, for printing in the official gazette.


(Khalid Ahmad)
Assistant Director (M&E)
KPPRA

24/5/16