



**GOVERNMENT OF KHYBER PUKHTUNKHWA**

## **BIDDING DOCUMENTS**

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**Hiring of Services of Printing Firm for  
Printing of WSSP Material**

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**April: 2020**

**Bid # WSSP/HR/Media/03-04/2021**

**GENERAL MANAGER (HR/Admin/Procurement)  
WATER AND SANITATION SERVICES PESHAWAR  
PLOT NO. 33, SECTOR: E-8, STREET NO. 13, (LCB  
BUILDING) PHASE-VII, HAYATABAD, PESHAWAR.  
PHONE#: 091-9219090; Ext: 121.**

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## **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.**

**Contractor Signature  
Stamp.**

**Important Note:**

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents. Bids received without rates, 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 evidence for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

**Applicability of KPPRA Procurement Rules, 2014**

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

## **1. Invitation to Bid**

### **1.1 KPPRA Rules to be followed.**

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

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

### **1.2 Mode of Advertisement(s)**

As per Rule, this Tender is being placed online at KPPRA's / WSSP website, as well as being advertised in print media.

As per Rule, this Tender is also placed online at the website of Purchaser. The bidding document carrying all details can be Collected from the office of under sign during working hours till closing date. The document will be issued on provision of application on letter head or may be download from WSSP Website.

### **1.3 Type of Open Competitive Bidding**

As per Rule of KPPRA Rules, 2014, Single Stage – One Envelope Bidding Procedure shall be followed.

## 2. Bidding Details (Instructions to Bidders)

- All bids must be accompanied by Bid Security, as per provisions of this tender document clause “Bid Security” in favor of “**CEO WSSP**”. The complete bids as per required under this tender document, must be delivered through Courier Service to WSSP Head office up to 11:00 Am till last date of submission of bids i.e.22-04-2021, late bids shall not be considered. The bids shall be publicly opened in the Committee Room of WSSP at 11:30 am on same day. In case the last date of bid submission falls in / within the official holiday, the last date for submission of the bids shall be the next working day.
- The bidder shall submit bid which comply with the Bidding Document. Alternative bids shall not be considered.
- 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 / Letter of Acceptance 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.
- The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the contract and price/cost quoted in the Bid to cover all obligations under this Bid Process.
- 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 at desired location.
- 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.
- The Frame Work Contract with a lowest responsive bidder will be signed for the period of One Year Initially and which may be extended if both the parties agreed upon, a price escalation upon contract extension will be 10%. However, it is subjected to the approval of the Competent authority of WSSP.

## TERMS AND CONDITIONS OF THE TENDER

### 3. Definitions

- 3.1 In this document, unless there is anything repugnant in the subject or context:
- 3.2 "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser, or the Contractor.
- 3.3 "Availability and Reliability" means the probability that the good supplied shall be operationally ready to perform its function.
- 3.4 "Client" means the WSSP lead for whose particular 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.
- 3.5 "Bidder/Tenderer" means the interested Firm/Company/ that may provide or provides the items as demanded and related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
- 3.6 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.
- 3.7 "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.
- 3.8 "Contractor / Vendor" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance / PO for a specific item followed by the signing of Contract.
- 3.9 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.10 "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.
- 3.11 "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 3.12 "Day" means calendar day.
- 3.13 "Defects Liability Period" means the warranty 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.
- 3.14 "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 3.15 "Goods" means the Printing items which the Contractor is required to supply to the Purchaser under the Contract against raised demand by client.
- 3.16 "Person" includes individual, association of persons, firm, company, corporation, institution, and organization, etc., having legal capacity.
- 3.17 "Prescribed" means prescribed in the Tender Document.
- 3.18 "Purchaser" means the Water and Sanitation Services Peshawar.
- 3.19 "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.

- 3.20 "Services" means after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.
- 3.21 "Taking-Over Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 3.22 "Works" means work to be done by the Contractor under the Contract.
- 3.23 "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 WSSP, (hereinafter referred to as "the Purchaser") invites / requests Bid (hereinafter referred as "the Tenders") for Supply of Printing Services.
- 6.2 The Goods/items will be delivered to WSSP Head office on monthly demand. Detail requirements and specifications are attached at **Annex-A**.

#### **7. Tender Eligibility/Qualification Criteria**

- 7.1 Eligible Bidder/Tenderer is a Bidder/Tenderer who:
  - 7.1.1 has a registered/incorporated company/firm in Pakistan with relevant business experience of last three (5) years.
  - 7.1.2 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those firms / companies which are validly registered with KPRA Registration and income tax departments and having sound financial strengths can participate);
  - 7.1.3 has valid Registration of KPRA & National Tax Number (NTN);
  - 7.1.4 has submitted bid for complete items and bid security of total quoted of 2% in favor of CEO WSSP.
  - 7.1.5 must be involved in sales or supply of Printing Services in last three (5) years .

- 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).

**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**

Joint venture / consortium is not eligible for this tender.

**10. Examination of the Tender Document**

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

**11. Clarification of the Tender Document**

The bidder may require further information or clarification of the Tender Document, within 05 (five) calendar days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders.

**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 KPPRA Rules, 2014.

The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule of KPPRA Rules, 2014.

**13. Preparation / Submission of Tender**

13.1 The Tenderer is allowed to bid for all items.

13.2 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser shall be in English.

13.3 The Tender shall consist of proposal 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.

13.4 The Tender shall be Submitted through Registered courier Service. No late bid shall be accepted.

13.5 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 best / final / fixed and valid until completion of all obligations (for one year) under the Contract i.e. not subject to variation / escalation;
  - 14.1.2 in Pak Rupees;
  - 14.1.3 inclusive of all taxes, duties, levies, insurance, freight, etc.;
  - 14.1.4 including all charges up to the delivery point at WSSP Head office.
- 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).**

## **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 in the form of Demand Draft / Call Deposit Receipt, in the name of the CEO WSSP;
  - 15.1.4 have a minimum validity period of (One year) from the last date for submission of the Tender.
  - 15.1.5 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:
    - 15.1.6 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
    - 15.1.7 If the Tenderer does not accept the corrections of his Total Tender Price; or
    - 15.1.8 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser, fails or refuses to deliver the required Goods/Items.
- 15.2 The unsuccessful Tenderer will be returned the Bid Security only, after completion of evaluation process. The Bid Security shall be returned to the successful Tenderer upon complete delivery of Goods/Items and issuance of satisfactory certificate by Admin team of the Purchaser.

## **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 shall be opened at 11:30 am on the last date of submission of bids i.e.

22-04-2021, in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation. 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 The Pre bid meeting is scheduled on 15-04-2021 at 3:00 pm at WSSP Conference Room, Phase 7, Local Govt. Complete, Opp: ETA Office, Hayatabad. The interested bidders are advised to attend.

## **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 the sole discretion of the purchaser.

## **20. Determination of Responsiveness of the Bid (Tender)**

20.1 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:

20.1.1 meets the eligibility criteria given herein in this tender document.

20.1.2 meets the Specifications for the printing items.

20.1.3 meets the delivery period of demanded items.

20.1.4 in compliance with the rate and limit of liquidated damages.

20.1.5 offers fixed price quotations for the printing items.

20.1.6 is accompanied by the required Bid Security.

20.1.7 The original receipt of tender fee submitted, attached with bid envelope.

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. DOCUMENTS FOR EVALUATION OF PROPOSAL

The proposals shall be evaluated by the technical evaluation committee in the light of following documents.

Category	Description	Points
<b>Legal (Mandatory)</b>	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan	Mandatory
	Valid Income Tax Registration	Mandatory
	Valid KPRA Registration	Mandatory
	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.	Mandatory
	Compliance to the specifications of all items to be procured or hiring of services to be hired mentioned vide Annex-A of this document.	Mandatory
	Previous Similar Experience. (Contract / Work Orders)	Mandatory

**Note: Verifiable documentary proof for all above requirements must be attached with the proposal.**

## 23. Rejection / Acceptance of the Bid

23.1 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 or during the period of Contract.

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.

23.2 The Tender shall be rejected if it is:

- 23.2.1 substantially non-responsive in a manner prescribed in this tender document clause-20; or
- 23.2.2 incomplete, partial, conditional, alternative, late; or
- 23.2.3 relevant bid security is not submitted.
- 23.2.4 the Tenderer refuses to accept the corrected Total Tender Price; or
- 23.2.5 the Tenderer has conflict of interest with the Purchaser; or
- 23.2.6 the Tenderer tries to influence the Tender evaluation / Contract award; or
- 23.2.7 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award.

- 23.2.8 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria.
- 23.2.9 the Tenderer fails to meet the evaluation criteria requirements (clause-22); or  
Provided fake information / documents.
- 23.2.10 the tenderer has been blacklisted by any public or private sector organization.

**24. Award Criteria**

The eligible bidder(s)/tenderer(s) as per clause-7 (Tender Eligibility) of this tender document fulfilling the qualification 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.

**25. Acceptance Letter**

The Purchaser shall issue the Acceptance Letter / Purchase Order to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of KPPRA Rules, 2014) 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.

**26. Redressal of grievances by the procuring agency**

- 26.1 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.26.2Any 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.
- 26.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 26.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 26.5 Any bidder not satisfied with the decision of the committee of the Purchaser may lodge an appeal in the relevant court of jurisdiction.

## **II. General Conditions of Draft Contract**

### **27. Contract**

The Purchaser shall, after receipt of the Acceptance from the successful Tenderer, send the Contract provided in the Tender Document, to the successful Tenderer. Within three working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the Purchaser.

### **28. Contract Duration**

The Contract duration shall be for the period for one (1) year from the date of issuance of Letter of Acceptance Letter and subsequent issuance of first relevant Purchase Order to the Contractor. The Contract may be extended upon mutual settlement and on approval of WSSP Committee.

### **29. Contract Documents and Information**

The Contractor shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

### **30. Contract Language**

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Purchaser, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

### **31. Standards**

The Goods / Items / Services provided under this Contract shall conform to the authoritative latest industry standards.

### **32. Commercial Availability**

The Goods/items supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that such Goods/items shall have been sold under two separate contracts by manufacturer globally.

### **33. Patent Right**

The Contractor shall indemnify and hold the Purchaser harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods/items or Service or any part thereof.

### **34. Execution Schedule**

The Give Away items and Printed Items shall be supplied on monthly basis as per demand raised by WSSP.

### **35. Packing**

The Contractor shall provide such packing of the Goods/Items as is sufficient to prevent their damage or deterioration during storage / transit to their final destination as indicated in the Contract. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and withstand, without limitation, rough

handling, exposure to extreme temperatures, salt and precipitation at all points in storage / transit. The Contractor shall arrange and pay for the packing of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

### **36. Delivery**

- 36.1 The Contractor shall indicate his delivery approach clearly specifying the requirements for packing, shipping and unpacking of deliverable Goods/Items with any associated/relevant documentation. The Contractor shall deliver the Goods/Item at WSSP head office as specified by the Purchaser at the time of delivery.
- 36.2 The Goods/Items shall remain at the risk and under the physical custody of the Contractor until the delivery, testing and taking over of the Goods is completed.
- 36.3 The Contractor shall ensure that the Goods shall be delivered complete. If it shall appear to the Client that the Goods have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch the missing items of the Goods or suitable replacements thereof to the site of delivery by the fastest available means including air freight.
- 36.4 The Contractor shall include in the Tender a detailed logistics plan which shall include support details for transportation, mobilization and personnel scheduling during project implementation and the warranty period. The Contractor shall provide maintenance, supply and procurement support necessary for Client to maintain all system, at the contracted performance and reliability level. The Contractor shall arrange and pay for the transport of the Goods to the place of destination as specified in the Contract.

### **37. Payment**

- 37.1 The Contractor shall provide all necessary supporting documents along with invoice.
- 37.2 The Contractor shall submit an Application for Payment, to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods/Items supplied, the Services provided and the Works done, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.
- 37.3 The Purchaser shall get verified the details of Goods/Items delivered against the invoice from the Media Team of WSSP and Payment shall be made on complete delivery of Goods/Items after issuance of satisfactory certificate by concerned team, as per details given in relevant Letter of Acceptance.
- 37.4 The Purchaser shall pay the amount verified invoices from the concern wings and satisfactory certificate as per schedule/payment policy. Payment shall not be made in advance and against partial delivers. The Purchaser shall make payment for the Goods supplied, the Services provided, and the Works done as per, to the Contractor, as per Government policy, in Pak Rupees, through cross cheque.
- 37.5 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan, including KPRA taxes.

### **38. Price**

The Contractor shall not charge prices for the Goods/Items the Services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

### **39. Contract Amendment**

- 39.1 The Purchaser may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.
- 39.2 The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor.
- 39.3 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- 39.4 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

### **40. Assignment / Subcontract**

- 40.1 The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.
- 40.2 The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

### **41. Extensions in time for performance of obligations under the Contract**

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser with a copy to the Client, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor with a copy to the Client, extend the Contractor's time for performance of its obligations under the Contract.

### **42. Liquidated Damages**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance violates any of the provisions of the Contract / Letter of Acceptance commits breach of any of the terms and conditions of the Contract / Letter of Acceptance, the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Goods, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.

### **43. Blacklisting**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract / Letter of Acceptance or found to have engaged in corrupt or fraudulent practices in competing for the award of contract / Letter of Acceptance or during the execution of the contract / Letter of Acceptance, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of KPPRA Rules, 2014 and Procurement Regulations and Guidelines.

### **44. Termination for Default**

- 44.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract /violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of

action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.

- 44.2 If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Services / Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

#### **45. Termination for Insolvency**

If the Contractor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

#### **46. Termination for Convenience**

- 46.1 The Purchaser may, at any time, by written notice served on the Contractor with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.
- 46.2 The Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Services, the Purchaser may elect:
- 46.3 to have any portion thereof completed and delivered; and/or
- 46.4 to cancel the remainder and pay to the Contractor an agreed amount for partially completed Services, Works and materials / parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

#### **47. Force Majeure**

- 47.1 For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract / Letter of Acceptance impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law.
- 47.2 The Contractor shall not be liable for liquidated damages, blacklisting for future tenders, if and to the extent his failure / delay in performance / discharge of obligations under the Contract / Letter of Acceptance is the result of an event of Force Majeure.
- 47.3 If a Force Majeure situation arises, The Contractor shall, by written notice served on The Purchaser indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform under the Contract / Letter of Acceptance as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 47.4 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract / Letter of Acceptance and (B) avoid or overcome in the carrying out of its obligations here under.
- 47.5 Force Majeure shall not include insufficiency of funds or failure to make any payment required



hereunder.

#### **48. Dispute Resolution**

48.1 The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract / Letter of Acceptance.

48.2 If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a Contract / Letter of Acceptance dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The award shall be final and binding on the parties.

#### **49. Statutes and Regulations**

49.1 The Contract / Letter of Acceptance shall be governed by and interpreted in accordance with the laws of Pakistan.

49.2 The Contractor shall, in all matters arising in the performance of the Contract/ Letter of Acceptance, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.

49.3 The Courts at Peshawar shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

#### **50. Taxes and Duties**

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax/KPPRA Department, Government of Pakistan.

#### **51. Contract Cost**

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible / liable for those costs / expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt. rules and regulations for signing of the formal contract.

#### **52. The Client**

52.1 The Client shall only carry out such duties and exercise such authority as specified in the Contract. The Client shall have no authority to relieve the Contractor of any of his obligations under the Contract, except as expressly stated in the Contract.

52.2 The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.

52.3 The Client shall conform to all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

#### **53. Authorized Representative**

53.1 The Purchaser, the Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

53.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, the Client or the Contractor.

53.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

- 53.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- 53.5 Notwithstanding Clause 53.2, any failure of the Authorized Representative to disapprove any Goods or Services or Works shall not prejudice the right of the Client to disapprove such Goods or Services or Works and to give instructions for the rectification thereof.
- 53.6 If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser / the Client, the Contractor may refer the matter to the Purchaser / the Client who shall confirm, reverse or vary such decision or instruction.

**54. Waiver**

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract/ Letter of Acceptance, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

**55. Special Stipulations**

<b>SPECIAL STIPULATIONS</b>	
<b>For ease of Reference, certain special stipulations are as under:</b>	
<b>Bid Security (Earnest Money)</b>	The Contractor shall furnish the Bid Security (earnest Money) as under: separately against each Lot; in the form of Demand Draft / Call Deposit Receipt, in the name of the Purchaser; for a sum equivalent to 2% of the Total Tender Price; denominated in Pak Rupees. Have a minimum validity period of ninety days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
<b>Delivery Period</b>	The Contractor shall deliver Goods/items as per WSSP demands.
<b>Liquidated damages for failure / delay in supply of Goods / Items by the Contractor</b>	If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract/ Letter of Acceptance, the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Goods / Items, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 0% of the Contract Price.

<b>Bill of Quantities Hiring of Services of Printing Firm for Printing of WSSP Material</b>						
<b>S#</b>	<b>Item</b>	<b>Specification</b>	<b>Size</b>	<b>Qty Per Annum Consumption</b>	<b>Rate Per Unit</b>	<b>Total Price</b>
1	Flyers	1128 Matt Paper 4 color single side Printing	A4	20,000		
2	Flyers	128 Matt Paper 4 color Printing Double Side	A4	20,000		
3	Flyers	128 Matt Paper 4 color Printing single Side	A4 Half	20,000		
4	Flyers	128 Matt Paper 4 color Printing Double Side	A4 Half	20,000		
5	Newsletter	128 Matt Paper 4 color Printing Double Side	A4 4Leave Page # 8	2,000		
6	Newsletter	128 Matt Paper 4 color Printing Double Side	A4 8Leave Page # 16	2,000		
7	Pena Flex	Star Media with rings	Quote Per Feet	N/A		
8	Pena Flex	Normal Media with rings	Quote Per Feet	N/A		
9	Steamer	Normal Media With Wooden Frame	3'x5'	Unit Price		
10	Steamer	Normal Media With Wooden Frame	7'x3'	Unit Price		
11	File Cover	300 gsm Bleach Card 4 color Printing with inner pocket with top hole	18.5"x13.5"	10000		
12	Envelop	White 80gsm IK Offset 4 Color Printing	12.5"x9.75	10000		
13	Envelop	White 80gsm IK Offset 4 color Printing	11"x15.5"	10000		

14	Envelop	White 80 gsm IK Offset printed Logo	9.5"x4.5"	10000		
15	Personal Diary	70 Gsm IK Inner Page # 400 Leather Title with Engraved Logo with 260 gsm bleach card 1 color box printed on (Inner pages 1 color Printing double side)	8.5"x5.5"	1000		
16	Letter Pad	100 gsm VRG paper 4 color Printing	Legal	5000		
17	Note sheet	70 gsm IK paper 4 color Printing	Legal	5000		
18	Gift Bag	270gsm Bleach card 4 Color Printing With Matt Lamination + UV + Doori	16"x12" 4"Sides & Bottom wall	5000		
19	Note Pad	With Ring Binding / Spiral binding 70 gsm paper 1 color printing with 300gsm title front & back 4 color	5.75x9	500		
20	Yearly Calendar	6 pager 128 gsm matt paper 4 color printing (Wall Calendar)	18x23	500		
21	Table Calendar	350 gsm art Card With UV on 14 Pages 4 color Front Back Printing with Packing box 300gsm bleach card	Table Calendar	500		
22	Sticker	As per design 4 color Printing Korean Sticker	A4	10000		
23	Sticker	As per design 4 color color Printing Korean Sticker	A4 Hlaf	10000		
24	Stamps	Automatic Standard Office Stamp (Shiny Company) square shape / Round	512	N/A		
25	Official Forms	70 gsm IK with one color Printing	A4	200 pads / 100 page per pad		
26	Certificate	300 gsm bleach card with 4 color printing + UV	A4	1000		
27	Standy	Standy Flex with Normal (Panda Stand) Matt Media	2x5	Unit Price		
28	Standy	Standy Flex with Normal (Rollup Stand) Matt Media	7x3	Unit Price		
29	Visiting Cards	300 gsm 4 color UV lott pot	Standard	Unit Price		
30	Shields	Wooden engraved with box	9x10	Unit Price		

31	Shields	Acrylic 10mm with 4 color UV printing	7x5	Unit Price		
32	Sticky Notes	Sticky Notes Different Color 4 color logo to be printed	Small	200 packs		
33	Sticky Notes	Sticky Notes Different Color 4 color logo to be printed	Large	200 packs		
33	D2w bags	Biodegradable bags 1 color printing orange material for offal collection	Per KG	200 Kg		
34	Biodegradable bags	Biodegradable cloth bags with 4 color printing	12x18	200 Kg		
<b>Total Amount</b>						

Total in Words \_\_\_\_\_.

Signature with Stamp.

1. Rate should be inclusive of all taxes and delivery with in WSSP Jurisdiction / Head office.
2. All the above quantities are approximate based on previous year consumption, it may increase or decrease during the execution of this contract with any change in price.
3. The delivery time shall be followed as per instruction of Media team.
4. The Bidder should ensure quality of the Printing material, substandard supply or late delivered supply shall be accepted.

Signature with Stamp.

## **Affidavit (For Service Provider)**

I owner Mr. \_\_\_\_\_ CNIC# \_\_\_\_\_ of M/s \_\_\_\_\_

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**I/We accept the terms and conditions as laid down in Bidding documents and advertisement notice.** I/We shall also observe all the rules / regulations framed by Government of the Khyber Pakhtunkhwa regarding the supply of Good / Services as mentioned in the KPPRA Rule 2014 / Standard Bidding Documents of KPPRA Rules 2014.

Furthermore, I/We understand that if any information provided in respect of this bid is found false / fake at any stage before / after award of contract. The WSSP has a right to withhold all due payments, impose penalty and may file a petition in Court of law for debarment / blacklisting of the firm.

**SIGNATURE  
WITH STAMP OF THE FIRM**

Date: \_\_\_\_\_

**SERVICE PROVIDER PROFILE**

<b>Company</b>	
<b>Address of Office</b>	
<b>Telephone No / Mobile No.</b>	
<b>Name of Contact Person / Mobile.</b>	
<b>Firm NTN No</b>	
<b>Years of Experience</b>	

**Authorized Signature:** \_\_\_\_\_

**Name & Designation** : \_\_\_\_\_

**Company Seal**

## TERMES AND CONDITIONS

WATER AND SANITATION SERVICES PESHAWAR.

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

1. The Bid documents all pages including BOQ must be **Stamped and signed** by an authorized person of the contractor/firm.
1. In case, after evaluation, two or more bids are found equal, the lowest bidder shall be decided through Toss amongst them.
2. **KPPRA Notifications / SBD (For Good) For necessary Compliance shall be applied.**
3. The Call deposit must in the Name of **“Chief Executive Officer WSSP”**.
4. The Contractor Bid Security provided 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.
5. 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).
6. 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.
7. The Bidder must be the **Registered / Active Entity** with Khyber Pakhtunkhwa Revenue Authority Rule 37A of KPPRA.
8. Any disfiguring/overwriting, manipulation in bids unless proper signing shall be liable to rejection.
9. **Only filled BOQ shall not be sufficient, all the attached Annexures and appendixes must be filled in and signed by the contractor.**
10. Incomplete/conditional and late receipt bids shall not be acceptable.
11. Tenders and copy of Call Deposits received through fax will not be acceptable.
12. Besides other securities etc., the successful bidder shall also to deposit the government prescribed amount of stamp duty.
13. 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.