



GOVERNMENT OF KHYBER PUKHTUNKHWA

BIDDING DOCUMENT

FOR THE WORK

**“Direct removal of sludge from the community Under UNCIF
Funded Project.”**

August 2021

WSSP/OPS/15-06-/2021 (REV)

**ZONAL MANAGER (ZONE-C)
WATER AND SANITATION SERVICES PESHAWAR
18/C, Gul Mohar Lane, 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 “**Direct removal of sludge from the community** (hereinafter called the “Services”) subject to the following terms and conditions: -

1. The bidder should have enough Manpower & fleet to meet the demand of cleaning activities of dumps and drains with in Union Councils of Zone-B (UC-11,12,20,21,22,26,28 & 30) & Zone-C (UC-31 & 34).
2. The bidder shall provide supervisor/ contract representative who will be available for 24 hours.
3. That the completion period of this Contract shall be 180 days, commencing from the date of work order or as per Client’s directions / Request.
4. The bidder should mobilize its Manpower & fleet within three days’ time from the date of issuance of work order. In case of non-compliance penalty @ R,1000/day shall be imposed.
5. The bidder will be responsible for provision of manpower for cleaning of drains for 08 hours/day & 6 days / week on monthly basis.
6. The bidder will ensure manpower & machinery on public holidays.
7. The bidder will arrange alternative within 24 Hours in case any worker refuses to perform duty.
8. In case of leave bidder will provide alternate worker within 2 hrs.
9. The bidder will be responsible for provision of PPEs/tools i.e Wader, gloves, long shoes, Shovel (Belcha), Rope, fork hoe etc to the Manpower.
10. If bidder fails to arrange alternate worker penalty amounting to Rs. 1000/day shall be imposed.
11. The bidder will arrange machinery as per requirement of client.
12. The bidder shall be liable to provide alternative Drain cleaner/driver/helper and backup vehicle within three hours in case of any emergency.
13. In case of break down alternative vehicle should be arranged within three-hour time failing which shall lead to penalty of 1000 rupees/day.
14. The contractor shall dispose the collected waste into the designated dumping site/notified point otherwise the strict disciplinary action along with deduction of the disposed trips other than designated DS shall be made.
15. The service provider should quote rates for hiring of each vehicle. 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.
16. 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.

17. 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 cost.
18. Tenders will be received only along with bidding documents duly signed by Chief Executive/authorized person of the firm.
19. Blacklisted service providers should not apply.
20. 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.
21. 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.
22. The payment shall be made after the submission of IPC by the contractor and verification of the Zonal staff through crossed cheque.
23. 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.
24. Bidders are required to Submit the sealed tender under Single Stage Single Envelop method at the place, date and time mentioned in NIT.
25. The bidder / Supplier should be a registered entity with taxation authorities. The bidder should have sufficient experience in the field.
26. The quoted rates should be inclusive of all applicable taxes and other relevant charges.
27. The company will deduct taxes, duties (Including Stamp duties) and other relevant charges as prescribed and amended from time to time by tax authorities / Government.
28. Competent Authority reserves the right to reject the tender at any stage with cogent reason as per KPPRA rules and regulations.
29. No Advance payment shall be made to the Successful bidder.
30. 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.
31. Any disfiguring / over writing, manipulation in the tender shall be liable to rejection or Incomplete / conditional bids shall not be acceptable.
32. Any deviation from above mentioned conditions will automatically lead to cancellation of the Contract.

**ZONAL MANAGER
ZONE –C, WSSP**

“Direct removal of sludge from the Community”

BILL OF QUANTITIES

Package-01 (UC-11,12,20,21,22,26,28 & 30)

S/No	Ref No	Item Description	Quantity	Unit	Unit Rate (Rs)	Total (PKR)
1	NSI	Hiring of Manpower for desilting of drains including the cost of PPEs & tools i.e. Wader, Gloves, shoal, fork hoe, ropes etc. complete as per instructions of Incharge.	91	Man-Month		
2	01-08-e	Hire charges of 300 cft Tractor with trolley including loading, unloading and haulage from 5 to 10 Kms	540	Trips		
3	NSI	Hiring of excavator (D-55 or equivalent) including the cost of POL, transportation to the site, idle time etc. for desilting of drains	54	Per Hour		
		Total Amount (Rs)				

Amount in Words: _____

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Authorized Signature: _____

Name & Designation : _____

Company Seal: _____

“Direct removal of sludge from the community”

BILL OF QUANTITIES

Package-02 (UC-31 & 34)

S/No		Item Description	Quantity	Unit	Unit Rate (Rs)	Total (PK
1	NSI	Hiring of Manpower for desilting of drains including the cost of PPEs & tools i.e. Wader, Gloves, shoval, fork hoe, ropes etc complete as per direction of Incharge	39	Man-Month		
2	01-08-e	Hire charges of 300 cft Tractor with trolly including loading, unloading and haulage from 5 to 10 Kms	231	Per Trip		
3	NSI	Hiring of excavator (D-55 or equivalent) including the cost of POL, transportation to the site, idle time etc for desilting of drains	25	Per Hour		
		Total Amount (Rs)				

Amount in Words: _____

Authorized Signature: _____

Name & Designation : _____

Company Seal: _____

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	
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 else the bid will not be considered.
2. In case, after evaluation, two or more bids are found equal, the lowest bidder shall be decided through Toss amongst them.
3. As per KPPRA Notification (latest), in case of bids below the Engineering Estimate /BOQ on Market Rate Basis, the bidders shall deposit additional bid security as prescribed, to firm up their bids. The call deposits shall be accepted, subject to verification from the issuing bank. It shall be obtained from contractors / bidders quoting more than 10% below on Engineer Estimates / BOQ within 7-days of the issuance of letter of acceptance (LoA) by WSSP. These securities will be discharged on the expiry of the defect liability period of the contracts.
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 @ 2% 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 #: 3000-823995 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 lowest successful bidder in total.
8. The bidders are required to quote their total bids costs both in “Figures and Word”.
9. All Provincial/Federal taxes/stamp duty including income tax will be recoverable from the bidder as per directives of Govt. issued from time to time.
10. Any disfiguring/overwriting, manipulation in bids unless proper signing shall be liable to rejection.
11. Only filled BOQ shall not be sufficient, all the attached Annexures and appendixes must be filled in and signed by the contractor (Where applicable).
12. Incomplete/conditional and late receipt bids shall not be acceptable.
13. Tenders and copy of Call Deposits received through fax will not be acceptable.
14. Besides other duties & taxes etc., the successful bidder shall also to deposit the government prescribed amount of stamp duty.
15. 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.

CONTRACT

“Direct removal of sludge from the community”

THIS CONTRACT is made and executed on this _____, 2021 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 **“Direct removal of sludge from the community”** (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 General Manager (Operations), to synergize their efforts for achieving the intended results, have decided to enter into this Contract today on _____, 2021 on the terms and conditions agreed below.

1. The Firm shall complete the work as per details provided in the BOQ / NIT/bidding documents and as per requirement of the Client set forth in Pre-Bid Meeting.
2. That the payment to the firm shall be made after delivery and verification of bill (Payment shall be made for actual work) through cross Cheque within 30 days. No mobilization advance shall be granted to the winner bidder.
3. The Firms will complete the work as per approved Specifications desired, no deviation in this respect shall be accepted.
4. The approved rate under this Contract (as mentioned in BOQ submitted by Service Provider) shall remain the same during the approved time of this Contract (Six Month). The Firm shall not demand for increase in approved rate during the period of this Contract.

5. The Firm shall be fully responsible for all payments like E.O.B.I., Social Security, Health Insurance, etc.
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, it 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 (if 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, the Bid Security shall be forfeit and moreover, WSSP reserve the right to move the legal action against the firm.
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 180 days, commencing 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 into 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 _____, 2021 at Peshawar have signed and sealed or stamped as under.

For WSSP, Peshawar

For and on Behalf of Firm

WITNESSES:
