

GOVERNMENT OF KHYBER PUKHTUNKHWA



BIDDING DOCUMENT

FOR THE WORK;

“Procurement of goods/materials Under UNICEF Interim Project”

December 2021

WSSP/OPS/48-12/2021

**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#: 091-5890560.**

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.

Introduction

- **Water and Sanitation Services Peshawar (WSSP)**

This chapter describes the background to WSSP, its establishment, vision and jurisdiction. Furthermore, it describes the interdependences, overlapping functions and compliance to SDGs. This combined understanding presents a holistic overview of the framed conditions in which WSSP operated.

1. Background

The municipal infrastructure of Peshawar city has suffered several setbacks over the years, including a lack of funding and focus on sustainability. With the current population of Peshawar and the push pull factor of refugees, the Government of Khyber Pakhtunkhwa (GoKP) has sought to address the dearth of water and sanitation services in the city by directing resources towards the Water & Sanitation Services Peshawar (WSSP). With technical assistance provided by the World Bank's Water and Sanitation Programme (WSP), and three years of meetings and consultations, GoKP, with approval from the Chief Minister, established an independent and accountable entity to provide water and sanitation services for the city of Peshawar.

2. Establishment

WSSP was established by GoKP under Section 42 of Companies' Ordinance, 1984 in September 2014. It is the first urban water and sanitation utility of its kind in Pakistan. WSSP aims at providing its consumers with accessible, sufficient, and safe drinking water and adequate sanitation facilities in line with national and international standards. It works as a self-governing and autonomous body, managed by professionals employed within a corporate governance structure. The main operational areas covered are water supply, sewerage, drainage, solid waste management services and research & development.

The WSSP head office is responsible for all administrative and operational matters:

- Planning, Monitoring, Evaluation and reporting;
- Project Management;
- Financial Management;
- Operational Management;
- CLC Management;
- Human resource management, and;
- Procurement Management.

Zonal offices are responsible for maintaining the quality of services provided, including repairs, operations, customer care and revenue collection.

3. Organizational Vision

Improve the quality of life of its consumers by providing universal access to potable water, sanitation facilities and a sustainable environment at par with international service standards.

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 the under signed during working hours till closing date. The document will be issued on provision of application on letter head or may be downloaded from WSSP Website.

1.3 Type of Open Competitive Bidding

As per 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 **2:30 pm** till last date of submission of bids. Late bids shall not be considered.

- The bids shall be publicly opened in the Committee Room of WSSP at **3:00 pm** on the 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.

TERMS & CONDITIONS

The Registered firms/companies (hereinafter called the General Order Suppliers) having **Relevant Experience** in the field are hereby invited to submit their tender for **Procurement of goods/materials under UNICEF Interim Project**, according to the details mentioned in NIT and subjected to following terms and conditions: -

1. The Bidder / Interested parties must have the relevant experience in the field. The Bid Security shall be forfeited by the company in case of Poor performance or failure and may be blacklisted for Future business with WSSP.
2. The bidder should quote rates and supply goods as per required **Sizes and Specifications**. Rates must be inclusive of all applicable taxes.
3. The Contract with lowest bidder will be signed for the period of Six Months. Any further requirement during the contract period shall be purchased through Repeat Order to successful Bidder on Need basis in the light of KPPRA Guidelines and after approval from the Competent Authority.
4. Bidders are required to submit the sealed tender under Single Stage Single Envelop method at the place, date and time mentioned in NIT.
5. The bidder / Supplier should be a registered entity with taxation authorities and KPPRA for provision of Services. The bidder should have sufficient experience in the field.
6. The quoted rates should be inclusive of all applicable taxes and other relevant charges (Delivery at site within the Jurisdiction of WSSP will be compulsory).
7. 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.
8. The rates should be valid till the contract expiration date. Contract shall be signed with the bidder on least cost basis (Subjected to the approval of Sample, in case of sub-standard or poor supply, the order will be cancelled and may be awarded to 2nd lowest bidder) and no increase, due to any reason, in the rates shall be acceptable during the validity of the contract period. The Validity of the bid shall be 90 days.
9. Tenders will be received only along with bidding documents duly signed and Stamped by Chief Executive/authorized person of the firm.
10. Blacklisted supplier should not apply.
11. Competent Authority reserves the right to reject the tenders at any stage with cogent reason as per KPPRA rules and regulations.
12. The supply should be as per the client's requirement. No amendment in tender form (in specification / Supply) will be accepted and such forms shall be rejected.

13. The payment shall be made upon supply within 30 working days after submission of valid Invoice / Bill and signed delivery note from CLC (Citizen Liaison Cell) representative of WSSP.
14. No Advance payment shall be made to the Successful bidder.
15. The Goods will be delivered within 10-15 days after the Submission of Supply request (Purchase Order). Otherwise penalty @ 0.05% per day shall be imposed on the supplier, subjected to the final decision/approval from GM (Operations) / Competent Authority.
16. In case of providing poor quality / Low standard material other than the approved samples / Quality / Standard the client has the right to cancel the contract and impose ban for participating in the next bidding process of WSSP and penalty, which may include the CDR forfeiture.
17. All such sub-standard supplies shall be returned to supplier at his own cost, and same will be replaced within 7 working days otherwise the penalty may be imposed for such wrong action and the Bid Security @ 2% shall also be forfeited.
18. A rate contract (copy attached) shall be signed by the successful bidder and WSSP and all terms and conditions would be binding on both the parties.
19. The bidders are required to provide Warranty of the quoted / supplied items where applicable.
20. Any disfiguring / over writing, manipulation in the tender shall be liable to rejection or incomplete / conditional bids shall not be acceptable.
21. Both the LOTS shall be treated separately, bidders are required to apply in all or any one lot and the rates of all the items will be quoted in applying lot. The Incomplete BOQ shall not be accepted.
22. Any deviation from above mentioned conditions will automatically lead to cancellation of the Contract.

**Manager Procurement
WSSP**

“Procurement of goods/materials under UNICEF Interim Project”

BILL OF QUANTITIES / LIST OF ITEMS

Lot #1: Supply of Printing Items

S/No.	Item Description	Required Quantity	Rate	Total Amount
1	Shields for Guests: Imported crystal, 8 mm thickness, 8" x 8" size	20 Nos		
2	Shields for Staff: Wooden Shield, 8" x 8" size, with box, (As per available design)	40 Nos		
3	Comic Book Printing: Printing of the existing soft version, (9.5" & 7"), 3-Colors, Art Paper, 300 gm with UV Cover Page, 128 gm with UV text pages	1000 Nos		
4	Story Board Printing: Printing of the existing soft version, (9.5" & 7"), 3-Colors, Art Paper, 300 gm with UV Cover Page, 128 gm with UV text pages	1000 Nos		
	Total Lot # 1.			

Amount in Figures _____

LOT #2 General Order Supplies

3	Paint Color: Super Emulsion/Distemper Color, Large Bucket size, Good quality for developing public awareness messages on WASH	30 Bucket		
4	Pipe Wrench: 48" (Best Quality)	1 No		
5	Pipe Wrench: 36" (Best Quality)	1 No		
6	Pipe Wrench: 24" (Best Quality)	1 No		
7	Pipe Wrench: 18" (Best Quality)	1 No		
8	Pipe Wrench: 14" (Best Quality)	1 No		
9	Screw Wrench: 12" (Best Quality)	1 No		
10	Screw Wrench: 10" (Best Quality)	1 No		
11	Spinner Set: Best Quality	1 No		

12	Metal Saw: Best Quality	3 No		
13	Gripe Plier: Best Quality	1 No		
14	Hammer: 2kg Best Quality	2 No		
15	Street Racks of 18 Gauge GI: GI racks, 18" gauge, Length 4 feet, width top 4" bottom 3" with half inch edge on three sides and 2" in front for wall fixing and hanging, painted externally and branded with WSSP and UNICEF logos	260 Nos		
16	Paint Color: Synthetic Enamel, Good quality, 1-Gallon size bucket	110 Nos		
17	Oil: Kerosene Oil, Good quality, 1.5 liters size	25 Nos		
18	Paint Brushes: 5" Inches, Good quality	30 Nos		
19	Paint Brushes: 4" Inches, Good quality	30 Nos		
20	Plastic Paris: Small Packet size	300 Nos		
21	Jackets for Volunteers: Printed with WSSP/UNICEF branding, Jeans fabric, Large Size	70 Nos		
22	Jackets for WASH Champions: Large Size, Branded with UNICEF and WSSP Logos	300 Nos		
23	Caps for WASH Champions: Medium Size, Branded with UNICEF and WSSP Logos	300 Nos		
24	Ribbons/Sashes for WASH Champions: Orange Color, Medium Size, Good quality Cotton, Branded with WSSP and UNICEF Logos	100 Nos		
27	Plastic Buckets: 20 L, Round shaped without handle	450 Nos		
28	Glue: German Glue, 1 KG Pack Separate	90 Nos		
29	Jute: 2mm Rolls, 1 kg /roll	90		
30	Scissors: 5 Inch Scissor, good quality	270		
31	Glitter glue pack in bottles: Crayola Glitters glue, different colors, 6 numbers per pack	270 Packs		
32	Paint Brushes: 2" inches, good quality	270 Nos		
33	Paint Color:	90 Nos		

	Water proof paint / Weather Sheet, Quarter Gallon			
34	Waste Bins (HH-Level): 10 kg waste holding capacity, standard quality	400 Nos		
35	Canvas Bags: Large Size (10 KG holding capacity), Jeans Cloth branded with WSSP logo	550 Nos		
36	Tea Mugs: Branded with WSSP as per standard / Sample	200 Nos		
37	Ball Points: Branded with WSSP as per standard / Sample	500 Nos		
38	PVC Bib-Cock: 1/2" (13mm) dia	1000 Nos		
Total Amount in (PKR)				

Amount in Figure:

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 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: _____

PROVIDER's PROFILE

Company	
Address of Office	
Contact Person Name	
Contact Person / Mobile #	
Telephone No.	
NTN No.	
Years of Experience	
No. of Similar items supplied (Purchase Orders)	

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.

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, in case of bids 10% below the Engineering Estimate /BOQ on Market Rate Basis, the bidders shall deposit additional 10% bank guarantees, as prescribed, to firm up their bids. The bank guarantee and call deposits shall be accepted, subject to verification from the issuing bank. These guarantees will be discharged on the satisfactory completion of Supply / Warranty period.
4. If the successful bidder failed to provide the Additional 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 Securities 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 contract shall be awarded to the responsive and lowest successful bidder, in the light of KPPRA guidelines, subject to approval of his sample.
8. The Bidders are required to provide below information **Appendix -A**.
9. The Bidder shall ensure to supply Goods as per approved sample in case of substandard supply/ poor quality of the delivered goods, the supply will be rejected at the cost of supplier, and the penalty will be imposed for such wrong action.
10. The bidders are required to quote their total bids costs both in “Figures and Word”.
11. All Provincial/Federal taxes/stamp duty including income tax / KPPRA taxes will be recoverable from the bidder as per directives of Govt. issued from time to time.

12. Any disfiguring/overwriting, manipulation in bids unless proper signing shall be liable to rejection.
13. Only filled BOQ shall not be sufficient, all the attached Annexures and appendixes must be filled in and signed by the contractor (Where applicable).
14. Incomplete/conditional and late receipt bids shall not be acceptable.
15. The proposals and copy of Call Deposits received through fax will not be acceptable.
16. Besides other duties & taxes etc. the successful bidder shall also deposit the government prescribed amount of stamp duty.
17. 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.

**Contractor Signature
Stamp.**

WATER AND SANITATION SERVICES Checklist

The Bidders are required to fill and provide the following information with their proposal, beside the below Check list must be signed and stamped by the bidders.

1	Name of the Firm: Address: (Telephone, Fax & E-mail):	
2	Year of Establishment / Commencement of Business: (Provide Proof)	
3	NTN Certificate	
5	KPPRA Registration Certificate	
6	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.	
7	Call deposit/Bank DD @ 2% of total bid cost in favor of CEO, WSSP	
12	Contact Person: Name & Designation_____	_____ Authorized Signature & Stamp

Note:

- The SDB of KPPRA Rules 2014 on Goods shall be considered as the integral part of this document.

CONTRACT / AGREEMENT

“Procurement of goods/materials Under UNICEF Interim Project”

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 on its official website and KPPRA website for **“Procurement of goods/materials under UNICEF Interim Project”**.

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 WSSP, 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 and as mentioned in the RFP document with total Bid Cost of Rs. _____

1. The Firm shall complete the work as per details provided in the NIT and as per requirement of the Client.
2. 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 10-15 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. In case if the services are not provided within the specified time frame and as per requirements the penalty shall be imposed.
4. The approved rate under this Contract shall remain the same during the approved time of this Contract. The Firm shall not demand for 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 60 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. KPPRA 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. 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 reserves 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. The completion period of this Contract shall be 15 Days, commencing from the date of work order or as per Client's directions / Request. Unless extended mutually, the contract shall be commissioned from the date of award of the contract.
11. The Firm shall complete the work as per Specification of the Client and in case of poor quality / substandard work etc. other than the approved sample, the Client has the right to cancel the contract and impose ban for participating in 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 / RFP and Contract are the part of this agreement and Supplier is bound to adhere to it.

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:
