



GOVERNMENT OF KHYBER PUKHTUNKHWA

Water and Sanitation Services Peshawar

BIDDING DOCUMENT For HIRING OF VEHICLE SERVICES ON RENTAL BASIS, WITH DRIVER.

February 2023.

<u>GENERAL MANAGER (HR/Admin/ Procurement)</u> WATER AND SANITATION SERVICES PESHAWAR PLOT NO. 33, SECTOR: E-8, STREET NO. 13, (LCB BUILDING) PHASE-VII, HAYATABAD, PESHAWAR.

TERMS & CONDITIONS

The Water and Sanitation Services Peshawar (hereinafter referred to as the "WSSP") invites sealed bids from eligible and experienced firms / companies (hereinafter referred to as "Firm") for the specified services as per Annex-A (hereinafter referred to as "Services")'

1. General:

- 1.1 Any offer not received as per terms & conditions of the tender enquiry is liable to be ignored. No offer shall be considered if.
 - It is received after the time and date fixed for its receipt
 - If Bid is received without Bid security of PKR. 25,000/- (S/No. 6)
 - Not signed & stamped by authorized person on each page of tender document
 - The offer is ambiguous
 - The offer is received by fax or e-mail
 - The offer is from a blacklisted firm
 - Offer received with shorter validity than required
 - The offer is not conforming to specifications indicated in the tender documents
 - Any additional terms & conditions added by the Firm, or any conditional offer

1.2 Bid will remain valid for a period of 30 days from the date of opening the Tender. Contract will be enforced initially for a period of **3.7 months (03 months and 22 days)** which may be extended with mutual consents of both parties (Client and Firm) if deemed necessary. No escalation in rates will be permissible during contract period. Contract will be awarded to the lowest Firm as per details at Annex-A.

1.3 The envelop must indicate particulars of the tender and date of opening. The envelopes must be properly sealed.

1.4 Offered rates will be on monthly basis and shall be inclusive of all taxes, and as per (Annexure -B) and TORs.

1.5 Purchase Order (PO) will be issued after approval of the Competent Authority.

2. Time Period:

2.1 The Firm will have to provide the vehicles immediately after signing of the contract / issuance of work order /email.

3. Extension of Delivery Period:

3.1 In special circumstances, request for extension of provision of services may be considered by the Competent Authority on the written request of the Firm before the target date of supply, who will be authorized to either accept or reject the Request of Firm without assigning any reason.

4. Cancellation / Penalty of Delay:

4.1 In case, the Firm fails to execute the contract in accordance with the terms & conditions laid down in the tender document, penalty @ **PKR. 2,000/- per day** will be imposed and shall be deducted from the running bill of the supplier.

4.2 The vehicles will be inspected by WSSP through authorized personnel and will be rejected if not found according to the given specifications as mentioned in Annex - A and WSSP will not be responsible for any costs or expenses incurred by the Firm in connection with the supply of services.

5. Payment to the Contractors:

5.1 Payment will be made through crossed cheque to the Firm against invoice after 100% completion of satisfactory services on monthly basis. No payment will be made as advance.

6. Bid Security:

6.1 Bid security of Rs. 25,000/- will have to be attached along with Financial Proposal. It should be in the form of CDR from a scheduled bank in favor of the CEO-WSSP.

6.2 Bid security of unsuccessful Firms shall be refunded on the finalization of the Tender process whereas the bid security of the successful Firm shall be refunded after successful Completion of the contract period.

6.3 The bid security shall be forfeited if:

a. The offer is withdrawn, amended or revised.

b. The Firm fails to execute the contract strictly in accordance with terms and conditions of the tender document of WSSP.

7. Deduction of Taxes:

7.1 Any taxes (if applicable) will be deducted while making payment as per Government Rules / Instructions/ Notifications.

7.2 Supplier must have KPPRA Registration and KPPRA taxes will be deduced as per Rules enforced by the Government.

8. Dispute:

8.1 In case of any dispute before or after the execution of contract, matter will be resolved as per KPPRA Rules.

9. Evaluation Criteria:

9.1 The applicant must be the owner of the Company / Firm having at least 05 own vehicles, model 2013 & above as per details at Annex-A.

9.2 NTN / KPPRA certificates.

9.3 Copy of CNIC of the proprietor.

9.4 Vehicle Registration document.

9.5 CDR of Rs. 25000/- with bid in favor of CEO, WSSP.

9.6 Any other relevant information with documents in addition to the above that the Firm may like to furnish in support of their application.

10. Bid / Tender Opening Procedure:

As per KPPRA rules, single stage single envelope bidding procedure shall be adopted.

10.1 Each bid shall comprise one single envelope containing, financial proposal and technical documents for assignment (As per S# 9 above).

10.2 All bids received shall be opened and evaluated by the committee and shall be rejected if found deficient.

10.3 The financial proposals will be then evaluated which essentially means arithmetical corrections/adjustment.

10.4 The bidder who has submitted the lowest evaluated bid shall be awarded the contract.

Annexure B

Other terms & conditions:

- 1. The Firm shall provide the rental services for travelling on monthly rental basis for vehicles detailed at Annex-A with valid license holder driver and working AC. The quantity of vehicles may vary as per requirement of the Client.
- 2. The Firm shall provide oil change, car wash and lubricants of the vehicles hired under this tender / contract.
- 3. The Vehicles provided under this tender / contract should be PETROL Engine. The Monthly Rental shall include Driver Wages, food etc. and all applicable government taxes.
- 4. The monthly Rental of Vehicle(s) provided under this Contract shall remain the same during the period of this Contract. The Firm shall not demand for increase in monthly rental during the period of this Contract.
- 5. The Contract may be revoked by the Client at any time in case of unsatisfactory services or failure to perform services after serving prior warning notice and all payments will be withheld by the Client. Drivers shall be responsible to ensure proper hygienic condition of vehicles at all times.
- 6. The Firm shall be responsible for the maintenance of all vehicles provided under this Contract.
- 7. In case of theft, snatching or total loss to the vehicle through accidents, the Firm will deal with the insurance company for documentation, depreciation, and final claim settlements. The WSSP will not be held responsible for any such event / occurrence.
- 8. In case of general repair work in any provided vehicle, The Firm will inform 24 hours before and shall provide alternate similar vehicle to ensure smooth running.
- 9. In case of accident or fault occurred in the vehicle, the vendor shall provide same category alternate vehicle on urgent basis (within 2 Hours) without any delay and in this regard no extra charges shall be paid by the Client.
- 10. The rent of the vehicle will be for the whole month (30/31 days). In case of activities on weekend, vendor will not charge additional rent.
- 11. If any vehicle is required by WSSP for out of district official visits under the project, no additional rent will be paid by WSSP for such visits. Accommodation, food & refreshment for driver will be arranged by WSSP in such visits.
- 12. Fuel cost will be paid by WSSP on mileage basis. The logbook will be maintained to track the fuel expense for every on-boarded vehicle as per actual.
- 13. Normal duty time will be from **8:00 am to 6:00 pm** on working days (Mondays to Fridays). However, in-case of requirement by WSSP, any vehicle can be called for duty on 24 hours basis in special circumstances. In such case, the driver(s) must be local so that staff can be timely facilitated and has no issue of the late hours' duty.
- 14. During day & night, vehicle(s) will be parked at WSSP designated Parking areas.

- 15. The bidder / Supplier should be a registered operator with taxation authorities. The bidder should have sufficient experience in the field.
- 16. The Bidder must be registered with the Tax Department and also provide the documentary proof of Tax / KPPRA Registration with bidding documents. The rates quoted should include all applicable taxes.
- 17. The Competent Authority reserves the right to reject the tenders at any stage with cogent reason as per KPPRA.
- 18. The payment shall be made upon completion of the job and verification by the Zonal staff / HQ Staff and submission of proper Invoice on monthly basis.

Authorized Signature:

Name & Designation :

Company Seal :

PROVIDER's PROFILE

Company Name:	
Address of Office:	
Telephone No.	
Contract Person Name / Designation:	
Contract Person Mobile:	
NTN No.	
KPPRA Registration No.	
Years of Experience:	

Authorized Signature:	
Name & Designation:	

Company Seal :

Detail of Vehicles Required.

S/No.	Make	Model	Qty
1.	Toyota Corolla Car or Equivalent, 1200 to 1400 CC or above, Petrol Engine and with driver	2013 or above	04 Nos

Term of Reference "TORs":

WSSP has an approved project funded by UNICEF Pakistan. In order to implement project activities and facilitate the project staff during field activities, rental vehicles budget has been approved with fuel expenses on monthly basis. Following are the terms and conditions under which the vehicles on monthly rental basis will be hired:

- The rented vehicle(s) will be Car (With driver and functional AC), 2013 or above model, in Petrol Engine.
- The monthly rental cost will be inclusive of vehicle rent, driver, mobile oil and repair & maintenance in all respects.
- WSSP shall not be held responsible for any damage of the vehicle during or after field activities. In case of any accident or theft, WSSP will not be liable for any compensation.
- The rent of the vehicle will be for the whole month (30/31 days). In case of activities on weekend, vendor will not charge additional rent.
- If any vehicle is required by WSSP for out of district official visits under the project, no additional rent will be paid by WSSP for such visits. Accommodation, food & refreshment for driver will be arranged by WSSP in such visits.
- All the vehicles will be parked in WSSP zonal Offices where appropriate or as per WSSP management directives.
- In case of any fault or accident in the vehicle during field visits and other official duties, the vendor will be liable to arrange alternate vehicle within 2 hours so that activity is not suffered. In case of non-compliance, a penalty will be charged @ of PKR. 3,000/- per day.
- Fuel cost will be paid by WSSP on mileage basis. The logbook will be maintained to track the fuel expense for every on-boarded vehicle as per actual.
- Normal duty time will be from **8:00 am to 6:00 pm** on working days (Mondays to Fridays). However, in-case of requirement by WSSP, any vehicle can called be for duty on 24 hours basis in special circumstances. In such case, the driver(s) must be local so that staff can be timely facilitated and has no issue of the late hours' duty.
- In case WSSP finds the services inferior and not meeting the required standards, the vendor's rental agreement can be terminated within 24 hours' notice. However, in normal situation, the agreement can be terminated on one-month notice on either side.

Authorized Signature:	
Name & Designation :	
Company Seal :	

Financial Proposal

HIRING OF VEHICLE SERVICES ON RENTAL BASIS, WITH DRIVER.

S.No	Make	Model	Qty	Rate Per Month	Total
1.	Toyota Corolla Car OR Equivalent, 1200 to 1400 CC or above, Petrol Engine and with driver	2013	04 Nos		

Total in Words_____

Authorized Signature:

Name & Designation :

Company Seal :

<u>Affidavit</u>

As owner of M/S

I/We accept the terms and conditions as laid down in tender document and advertisement notice.

I/We shall also observe all the rules/regulations framed by Government of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority in respect of Services.

I /We understand that the WSSP will impose penalty or blacklist the firm in case of poor services or non-performance as per requirement of the WSSP.

SIGNATURE WITH STAMP OF THE FIRM

Name: _____

Designation_____

Date: _____

CONTRACT

THIS CONTRACT is made and executed on this _____, 2023 by and between:

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

AND

M/S_____ (Hereinafter referred to as "Firm" which expression shall, where the context permits, includes its successors-in-interest and permitted assigns)

WHEREAS;

The Client advertised a Tender Notice in the national press for **HIRING OF VEHICLE SERVICES ON RENTAL BASIS, WITH DRIVER.**

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

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) WSSP, in order to synergize their efforts for achieving the intended results, have decided to enter into this Contract today on ______, 2023 on the terms and conditions agreed below.

- 1. The Firm shall provide the Rental Vehicles as per details provided in the BOQ and as per requirement of the Client mentioned in the Bidding Document's Terms & Conditions, TORs.
- 2. That the payment to the firm shall be made after completion of the job and verification by the concerned staff through crossed cheque on monthly basis. No mobilization advance shall be granted to the winning bidder.
- 3. The approved rate(s) under this Contract shall remain the same during the approved time period of this Contract. The Firm shall not demand for increase in approved rate(s) during the period of this Contract.
- 4. The Firm shall be fully responsible for all payments like E.O.B.I., Social Security, Health Insurance, etc. of their employed staff.

- 5. The Client will deduct income tax and KPPRA tax or any other taxes, if applicable, as per prescribed rates of the Government.
- 6. The Contract may be revoked by the Client at any time in case of unsatisfactory services, failure to perform services without serving any notice to the Service provider / Firm and all payments will be withheld by the Client and moreover, the legal action will be initiated against the firm.
- 7. 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.
- 8. That the term of this Contract shall be valid for 30 days, commencing from the date of purchase order or as per directions of the Client.
- 9. The Firm shall be fully responsible to employ the competent and well-trained Staff (driver) and well-maintained vehicles for the required performance under this Contract.
- 10. The Firm shall provide the Services according to the needs and requirements of the Client and in case of poor quality / substandard Services etc. other than the required services, the Client has the right to cancel the contract and impose penalty and ban for participating into next bidding process(s) of WSSP.

IN WITNESS WHEREOF, the authorized representatives of both the parties have executed and entered into

This Agreement on this _____, 2023 at Peshawar have signed and sealed or stamped as under.

For WSSP, Peshawar

For and on Behalf of the Firm

WITNESSES: