



# **GOVERNMENT OF KHYBER PAKHTUNKHWA**

## **BIDDING DOCUMENT**

FOR THE WORK

"HIRING OF VEHICLES/MACHINERY FOR COLLECTION/ DISPOSAL OF SOLID WASTES AND CLEARANCE OF DRAINS WITHIN JURISDICTION OF ZONE-A WSSP PESHAWAR FOR THE YEAR 2023-24"

June 2023

Revised Bid#: WSSP/OPS/16-06/2023

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#: 091-9219098 Ext: 121

## 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.

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#### **2<sup>nd</sup> Time -NOTICE INVITING TENDER**

Sealed Bids / e-bidding are invited from Service Providers / Contractors / Firms, having relevant experience in providing similar nature of Services and registered with Income tax / KPRA department and having Active status on ATL for all applicable taxes for the Work "Hiring of Vehicles / Machinery for the Collection of Dumps/Drains Waste and Clarence of Drains Waste within the Jurisdiction of Water and Sanitation Services Peshawar for the Year 2023-24" as per following details.

S.	Name of Work				
No					
1	Hiring of Vehicles / Machinery for the collection of Dumps /Drains Waste and Clarence of Drains Waste within the Jurisdiction of Zone-A Water and Sanitation Services Peshawar for the Year 2023-24				

#### Terms & Conditions

- 1. Interested and eligible bidders may obtain BOQ and other bid documents upon written request from the office of the undersigned on providing fee slip of PKR: 2500/- (Non-Refundable) payable in the name of Chief Executive Officer WSSP, Bank of Khyber A/C# 3000-823995 Phase-III Chowk Hayatabad immediately after publishing of advertisement in newspaper up to Thursday 13-07-2023 or WSSP may be download from website 1 E-Bidding portal (https://wsspeshawar.org.pk/) in the case of download from the website / E-Bidding portal the slip of fee for Rs. 2500/- must be submitted with bid.
- 2. The Prebid meeting is scheduled to be held on **Thursday 06 July 2023, 3:00 pm at** WSSP Conference Room as per below mentioned address, where the interested contractors / firms will be appraised about bid submission on Ebidding System of WSSP and bidder should also apply through E-bidding along with manual submission of bidding documents in near future only submission through E-bidding system will be allowed.
- **3.** Those firms / Service providers who were engaged in providing similar services to WSSP in past, will provide satisfactory Work Performance Report from concern Zone of WSSP to be considered as eligible bidder for the work.
- **4.** The bidders shall ensure prompt and efficient delivery of services to community therefore, preferably one contractor should apply for one bid.
- 5. 2% bid security of the total bid cost in the shape of call deposit in favor of **Chief Executive Officer; WSSP** must be accompanied with the application for bidding documents for each package.
- 6. The sealed bids must be submitted till 11:00 am on 13-07-2023 preferably through courier services, the Bids shall be opened by Bid preparation and evaluation committee on the same day at 11:30 am. Late bids shall not be accepted.
- 7. The bid documents must be **stamped and signed** by an authorized person of the contractor / firm. All federal and provincial duties/stamp duty/taxes including KPRA taxes will be recoverable as per directives of the government issued from time to time. The firm must be a registered entity with KPRA. (Rule: 37A of KPPRA).
- 8. The bidders are required to register them self on WSSP website vide URL address: <u>https://wsspeshawar.org.pk/serv/vendor-registration-from</u>

- 9. Any disfiguring / over writing, manipulation in the tender shall be liable to rejection. Incomplete / conditional bids shall not be acceptable. Other terms and conditions are available with the bidding documents.
- 10. The Competent Authority reserves the right to reject anyone or all the tenders, the reason for rejection shall be communicated to the Contractor / firm upon request.

GENERAL MANANGER HR/Admin/Procurement (WSSP), Local Government Complex, Plot no 33, Street 13, Sector E-8, Phase-VII, Hayatabad, Peshawar. Phone#: 091-5890560.

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### **TERMS & CONDITIONS FOR BIDDERS**

The firms/companies (hereinafter called the "Service Provider") having relevant experience in the field are hereby invited to submit their tender for "Hiring of Vehicles/Machinery for Collection/ Disposal of Solid Wastes and Clearance of Drains Within Jurisdiction of Zone-A, WSSP Peshawar for the year 2023-24" (hereinafter called the "Services") subject to following terms and conditions: -

- 1. Those Firms, service providers, or Contractors Blacklisted or Involved in litigation should not apply.
- 2. The vehicles will be required for a period of at least 12 months. The period may vary according to the needs of the client and the contract may be extended for the future period with the mutual consent of both parties.

The approved rate under this Contract (as mentioned in BOQ submitted by Service Provider) shall remain the same for the mentioned contract period (12 Months). The Firm shall not demand an increase in approved rate during the period of this Contract. However, in case of any unforeseen conditions, if any changes (increase/decrease in rates, term & conditions) are required, they shall be processed and forwarded to the appropriate forum of WSSP by mutual consent of contractor and WSSP officials without affecting total cost. The appropriate forum decision on the proposed recommendation would be considered final.

The bidder should have enough fleet to meet the demand of the concerned Zone as per BoQ and contract agreement.

5. Tenders will be received only along with bidding documents duly signed by the Chief Executive/authorized person of the firm.

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- 6. The service provider shall be fully responsible for all work and services performed by its employees, and for this purpose, the service provider shall employ competent and well-trained employees to perform the services under the Contract. The Service provides shall employee designated field Supervisor who will be responsible for the submission of the daily progress report of the activities performed in the field.
- 7. Services should be according to the client's requirements. No amendment in tender form (in the specification) will be accepted and such forms/ changes shall be rejected.
- 8. The payment shall be made after the submission of IPC by the contractor and verification of the Zonal staff through crossed cheque.
- 9. 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.
- 10. Bidders are required to submit the sealed tender under the Single Stage Single Envelop method at the place, date, and time mentioned in NIT / Corrigendum.
- 11. Bids shall remain valid for the period of 90 days, in exceptional circumstances prior to the 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.

- 12. The bidder / Supplier should be a registered entity with taxation authorities. The bidder should have sufficient experience in the field.
- 13. The quoted rates should be inclusive of all applicable taxes and other relevant charges.
- 14. 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.
- 15. Competent Authority reserves the right to reject the tender at any stage with a cogent reason as per KPPRA rules and regulations.
- 16. The Firm/ bidder shall be fully responsible for all payments like E.O.B.I., Social Security, Health Insurance, etc.
- 17. The Firm/ contractor shall complete the work as per Specification of the Client and in case of poor quality / substandard etc. other than the approved and agreed terms and conditions, the Client has the right to cancel the contract and impose a ban for participating in next bidding process of WSSP and as a penalty, the Bid security shall be forfeited in favor of WSSP.
- 18. No Advance payment shall be made to the Successful Bidder.
- 19. The Interested parties are advised to attend the Pre-bid meetings if they deem to feel necessary in case of any ambiguity/confusion.
- 20. Any deviation from the above-mentioned conditions will automatically lead to the cancellation of the Contract.
- 21. All the terms and Conditions mentioned in Bidding Documents, NIT, and detail finalized in the Pre-bid meeting are part of this contract agreement and the Supplier is bound to adhere with.

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#: 091-9219098 Ext: 121

## TERMS AND CONDITIONS FOR FILLING THE BIDDING DOCUMENTS

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

- 1. The Incomplete BID shall not be considered and REJECTED.
- 2. The Bid documents on all pages including BOQ must be <u>Stamped and signed</u> by an authorized person of the contractor/firm else the bid will not be considered.
- 3. Any disfiguring / overwriting, manipulation in the tender shall be liable to rejection or incomplete/conditional bids shall not be acceptable.
- 4. The bidder/ service provider should quote rates of hiring of each vehicle as per nomenclature/ description of items as given in the BoQ.
- 5. In case, after evaluation, two or more bids are found equal, the lowest bidder shall be decided through Toss amongst them.
- 6. The Latest KPPRA Notification, in respect of Bid security / additional securities will be followed / implemented.
- 7. If the successful bidder failed to provide the required Bid 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.
- 8. The Contractor Bid Security @ 2% shall be verified from the Concerned Bank, if found FAKE OR Expired, his enlistment with WSSP will be canceled immediately and the case shall be submitted to competent Authority for decision, wherein the Contractor may be Blacklisted.
  - 9. 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 the application along with the BOK deposit slip (No cash Payment shall be entertained).
  - 10. Bidding shall be done on the least Cost Basis, and the work order shall be awarded to the lowest responsive bidder in total as per Appendix -A.
  - 11. The bidders are required to quote their total bid costs both in "Figures and Word".
  - 12. 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.
  - 13. The rates should be valid till the contract expiration date. The contract shall be entered with the bidder on a least-cost basis and no increase, due to any reason, in the rates shall be acceptable during the validity of the contract period.
  - 14. Any disfiguring/overwriting, manipulation in bids unless proper signing shall be liable to rejection.
  - 15. The service provider should quote rates for the hiring of each vehicle on monthly basis for a set of dumpers. 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 of in the designated dumping yard identified by WSSP (Ghari Faizullah Shamshatoo).

- 16. Only filled BOQ shall not be sufficient, all the attached Annexure and appendixes must be filled in and signed by the contractor (Where applicable).
- 17. 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.
- 18. Incomplete/conditional and late receipt bids shall not be acceptable.

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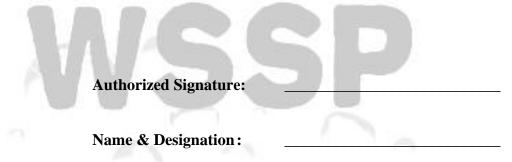
- 19. Tenders and copy of Call Deposits received through fax will not be acceptable.
- 20. Besides other duties & taxes etc., the successful bidder shall also deposit the government prescribed amount of stamp duty.
- 21. The Competent Authority reserves the right to reject anyone or all the tenders, the reason/reasons for cancellation shall be shared with the Contractor upon request.



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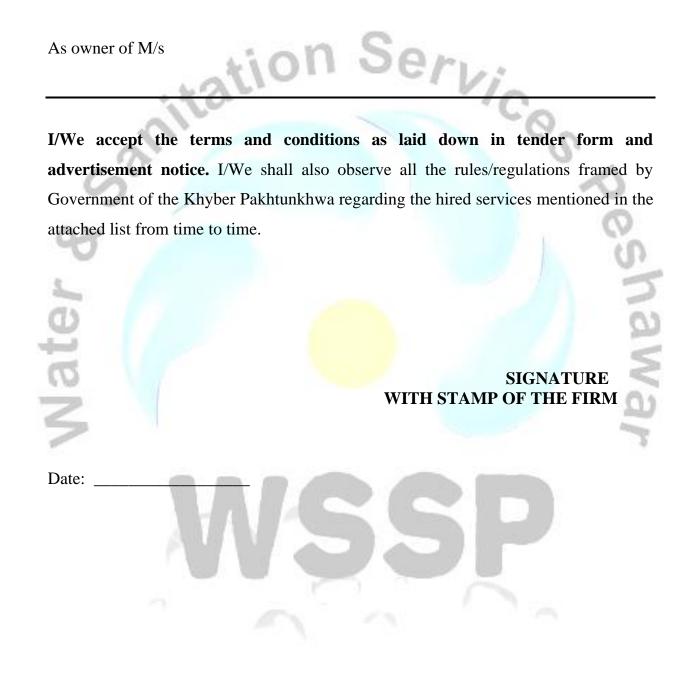
Hi	ring of Vehicles/Machinery for Collecti Jurisdiction of Zone-		-			Prains Within
	BI	LL OF	QUANTIT	IES		
Sr. #	DESCRIPTION	Unit	Quantity		RATE (Rs/ Vehicle/Month	AMOUNT (Rs)
	The hiring of vehicles on a monthly rental basis (A)					
1	Provision of 800 cft Dumpers on monthly basis including all costs of loading/ unloading and carriage of Solid Waste from the Transfer Station or any other location within the jurisdiction of Zone-A to the designated dumping yard (Ghari Faiz Ullah Shamshatoo). Each vehicle will carry 78 trips per month. The rate is inclusive of all types of expenses (vehicle, driver, PoL charges & taxes, etc.)	No.	4	12		eshawa
	Sub Total (A)					2
	The hiring of Vehicles/ excavator etc. on Trips/hours Basis	Y		R		
2	Provision of Dumper of 800 CFT capacity with loading/unloading through excavator from Zone A and carriage to the designated dumping yard, Ghari Faiz Ullah Shamshatoo. (For Eid Ul Azha Operations and other special events). The rate is inclusive of all types of expenses (vehicle, driver, PoL charges & taxes, etc.)	Per Trip	270			
3	Provision of Tractor Trolley (300 CFT capacity) without loading and carriage from collection points to transfer station or any designated collection point within the jurisdiction of Zone A, WSSP (Eid Ul Azha Operation, Clearance of old dumps & Drains Desiltation). The rate is inclusive of all types of expenses (vehicle, driver, PoL charges & taxes etc.)	Per Trip	300			

4	Tractor Shovel (For Eid Operations) in Zone A Jurisdiction for loading of vehicles mentioned in Sr. No. 03 or any other location where required. The rate is inclusive of all types of expenses (vehicle, driver, PoL charges & taxes, etc.)	Per hour	250	Q #.		
5	The hiring of Excavator D-55 or equivalent for loading/unloading and de-siltation of drains including the cost of loading/unloading, PoL, HR, Transportation to site and maintenance, etc.	Per Hour	80		ices	Ġ.
	Sub Total (B)					~
	Grand Total Amount A+B					Q A
Grand Total in Millions						
	Amount in Words:					nawa/



**Company Seal:** 

## Affidavit (For Service Provider)



## **SERVICE PROVIDER PROFILE**

Company	Sai
Address of Office	Dervic
Telephone No / Mobile #	25
NTN No.	2 e
Years of Experience	St
No of Trained Staff	a
Total Available Fleet (details may be attached as separate document)	Na
5	7
Authorized Sign	ature:
Name & Design	ation :
Company Sea	
Company bea	** *

#### WATER AND SANITATION SERVICES Checklist

### Hiring of Vehicles/Machinery for Collection/ Disposal of Solid Wastes and Clearance of Drains Within Jurisdiction of Zone-A WSSP Peshawar for the year 2023-24

S.No	Particulars	V/C-
1	Company Profile.	-0,0
3	Audit & Financial Statement OR Tax Return of previous years.	2
4	NTN Certificate Mandatory	0
5	KPRA Registration Certificate Mandatory) Active Status).	6
	Proof of Relevant Experience. (Purchase Orders / Contract Copy, at least two Relevant Contract to be attached) Mandatory.	2
7	Affidavit, on judicial stamp paper & duly attested by the Oath Commissioner, to the effect that the:	9
	<ul> <li>a. Firm/Vender has neither been blacklisted by any agency nor is involved in any subversive activities.</li> <li>b. Firm/Vender is/was not involved in any Litigation / arbitration and that no work as rescinded in the past. Mandatory</li> </ul>	P
8	Call deposit Receipt (CDR) / Bank DD @ 2% of total bid cost in favor of CEO, WSSP. Mandatory	
9	Work Satisfactory Performance Report of Previous Employer. (The Certificate should be from Zonal Office WSSP. If the same Services are previously provided to WSSP). <b>Mandatory</b>	
10	Contact Person	
	Name & Designation	Authorized Signature & Stamp

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

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## FORM OF CONTRACT

# Hiring of Vehicles/Machinery for Collection/ Disposal of Solid Wastes and Clearance of Drains Within Jurisdiction of Zone-A WSSP Peshawar for the year 2023-24

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/ Contractor" which expression shall, where the context permits, includes its successors-ininterest and permitted assigns)

#### WHEREAS.

The Client advertised a Tender Notice in the national press for **Hiring of Vehicles/Machinery for Collection/ Disposal of Solid Wastes and Clearance of Drains Within Jurisdiction of Zone-A WSSP Peshawar for the year 2023-24** (hereinafter called the "Client" the Firm/ contractor, 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 the concerned Zonal Manager WSSP, 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.

The Firm shall complete the work as per details provided in the BOQ / NIT and as per the requirement of the Client set forth in Pre-Bid Meeting.

- 1. The contractor will mobilize its fleet within one week (7 days) from the date of issuance of the work order. In case of non-compliance, the client will have the right to impose a penalty of Rs. 15000/day or may exceed this limit in case of noncompliance for more than 5 days.
- 2. The contractor shall provide a supervisor/ contractor representative who will be available for working hours in the Zonal office/CMU office or any other location/ office designated by the manager.
- 3. If deemed necessary, for monitoring purposes, the contractor will be responsible for the installation of a tracking system on 800cft dumpers mentioned in serial no.1 of BoQ (dumpers hired on monthly basis) on the requirement of the Zone. The contractor will be responsible for all costs incurred with the installation/ operation of the tracking system during the contract period.

- 4. Bill/ IPC will be verified from dumping site data duly signed by Assistant Manager (DS) and concerned Manager/Assistant Manager SWM".
- 5. The dumpers hired on monthly basis (as mentioned in serial no.1 of BOQ) will carry a minimum of 78trips/month/vehicle. In normal conditions (subject to availability of waste at TS), if less than 78 trips/month/vehicle is carried out by the contractor then these trips will be deducted from IPC @ Double rate of single trip cost mentioned in Serial No.1 of BOQ. The bill shall be processed as per actual trips conducted by the contractor @ quoted in PO, S. No. 1 in case the Number of trips exceeds or decreases 78 trips/month.
- 6. If required, disposal of special wastes (De-silted material, construction material) may be dumped at locations other than landfill sites. However, for this activity, prior approval of the concerned managers/ Zonal Manager will be required in the case.
- 7. The bidder shall be liable to provide an alternative driver/helper and backup vehicle within three hours in case of any emergency.
- 8. The contractor shall be responsible for covering vehicles through tarpaulin sheet during haulage/transportation of Solid waste to the Dumping Site. In case of non-compliance, Rs. 1500 per trip will be deducted after the approval of the concerned Zonal Manager/Manager (SWM).
- 9. The concerned dumpers and Shovel drivers should behave in the proper manner with the WSSP staff especially TS and DS staff. In case of any miss behavior reported by the WSSP official, the said driver shall be banned along with deduction of one-day trips.
- 10. The contractor will provide enough fleet depending upon the requirement and need of the client, especially during the special events and festivals such as Eid Ul Azha, Muharram ul Haram, etc. failing may lead to, imposition of penalty, termination of contract and, which may also lead to blacklisting of the firm.
- 11. The contractor shall be liable to present the required vehicles for special events, especially for Eid Ul Azha by the concerned Zone for inspection to the Zonal Management before two days of Eid.
- 12. In case of break down alternative vehicle should be arranged within three-hour, failing which shall lead to a penalty of 1000 Rs/hour/Vehicle for normal days, while the penalty of Rs. 10000/hour/Vehicle shall be imposed during **special events such as Eid ul Azha**, **Eid Ul Fitr, Muharram ul Haram, and other Sanitation / Cleanliness Campaigns.**
- 13. The contractor shall be responsible for disposal of waste in proper place/ on designated point at dumping site or as instructed/ directed by the concerned Assistant Manager-DS/Supervisor. In case of noncompliance, the contractor shall be responsible for the lifting of the said waste and transport to proper designated or as directed by Assistant Manager-DS/Supervisor, otherwise, penalty of Rs. 5,000/- per trip will be imposed. In case the trips are unloaded at any place/site other than the dumping site, the No. of Trips unloaded at the undesignated site will be deducted.
- 14. The contractor shall be liable to submit the bill (before the 5th of every month) on monthly basis to the Zonal Office for verification and processing.

- 15. Payment to the firm shall be made after delivery/ completion of services and verification of bill (Payment shall be made for actual work) through cross Cheque within 20 days otherwise in case of any delay, the contractor will be informed accordingly.
- 16. No mobilization advance shall be granted to the contractor.
- 17. The Firms will complete the work as per approved Specifications desired, no deviation in this respect shall be accepted.
- 18. The Client will deduct income tax and sales tax or any other duties and tax (if applicable) as per prescribed rates of the Government.
- 19. 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.
- 20. 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.
- 21. The completion period of this Contract shall be 12 months, commencing from the date of work order or as per Client's directions / Request.
- 22. The approved rate under this Contract (as mentioned in BOQ submitted by Service Provider) shall remain the same for the mentioned contract period (12 Months). The Firm shall not demand an increase in approved rate during the period of this Contract. However, in case of any unforeseen conditions, if any changes (increase/ decrease in rates, term & conditions) are required, they shall be processed and forwarded to the appropriate forum of WSSP by mutual consent of contractor and WSSP officials without affecting total cost. The appropriate forum decision on the proposed recommendation would be considered final.
- 23. The contractor will be responsible for taking and provision of all kinds of safety measures and shall ensure the provision of personal protective equipment to their staff required on-site/ during site operations.
- 24. The vehicles will be required for a period of twelve months. The period may vary according to the needs of the client and the contract may be extended for the future period with the mutual consent of both parties.
- 25. The lowest bidder in each zone may be asked to carry out work of other zones on the same quoted rates in case of any emergency/requirement.

**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 Firm

WITNESSES: