

**BIDDING DOCUMENTS**

**FOR**

**SANITATION MACHINERY (FABRICATION) FOR  
SOLID WASTE MANAGEMENT IN KOHAT WITHIN  
THE JURISDICTION OF WSSC KOHAT**

**Financial Proposal**

S# \_\_\_\_\_ bidding documents issue to M/S \_\_\_\_\_

Signature: \_\_\_\_\_

Stamp: \_\_\_\_\_

**CHIEF EXECUTIVE OFFICER  
WATER & SANITATION SERVICES, KOHAT  
HOUSE NO. 14, SECTOR NO. 4, KOTAL TOWNSHIP (KDA) KOHAT  
PHONE NO. 0092-0922-514061-63**



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1. Bid Form and Price Schedules

Date: \_\_\_\_\_  
IFB No: \_\_\_\_\_

To: [name and address of WSSC Kohat (WSSCK)]

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos.[insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of goods and services]in conformity with the said bidding documents for the sum of [total bid amount in words and figures]or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the WSSC Kohat (WSSCK).

We agree to abide by this Bid for a period of [number] days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity

(if none, state “none”)

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
signature]

\_\_\_\_\_  
[in the capacity of]

## TECHNICAL EVALUATION

Total Allocable marks for Technical Proposal = 70

Total Allocable marks in Financial Proposal= 30

Total Combined Allocable Score for individual bids = Marks obtained in Technical Evaluation + Marks obtained in Financial Evaluation = 100

Passing Marks Technical: 65% of the allocated marks

No's	Company Qualification Requirements	Marks/points
1.1	1- Sales tax, income tax, Active tax payer list, KPRA Registration 2 - Only fabricator/manufacturers shall apply in bidding process having PEC valid registration in Category C-4 or above with specialized codes of ME-05, ME06 and EE-11 3-3-S (Sales, service, spare parts) available in Peshawar.	Being Mandatory Requirement No points
1.2	Fabrication & Equipment/Product Technical Specifications compliance; Fully compliance with the required specifications as per Statement of Requirement	16
1.3	Previous experience, similar government work order: 2 marks each max up to 18	18
1.4	Work in Hand: 2 Marks for each max up to 4 marks	4
1.5	Onsite Repair & Maintenance Facility Mobile After Sales Van	4
1.6	Performance certificate contract completed of same nature: 2 marks each max up to 12	12
1.7	Warranty One year	Being mandatory
1.8	<b>Delivery Lead Time</b> (i) Delivery within 90 days (4 Points) Delivery within 120 days (2 points)	4
1.9	<b>Bidder/Vendor's Audit Balance Sheets</b> Audited Balance Sheets for last three years (each year 02 marks)	6
2.0	Financial Soundness exhibiting last three years bank statement more than 30 million each year (2 marks for each year)	6
	<b>Total points/Marks</b>	<b>70</b>

### Financial Bid Evaluation (Maximum Allocable Marks Score = 30 marks): -

The formula to calculate the marks for the price by the bidders other than lowest bidder is given below: Financial Evaluation Score of individual quoted Product: = [Lowest quoted Price ÷ Next higher proposed Price x Total allocable financial score The financial bids of technically qualified bidders will be opened publicly at the time to be announced by the WSSC Kohat (WSSCK) and the financial bids found technically non-responsive shall be returned un-opened to the respective Bidders.

### **Scoring Methodology:**

Contract will be awarded to the best evaluated fair and responsive bidder whose product ranks highest in the Combined Evaluation scoring calculated through the Marks awarded to Technical Proposal and Financial Proposal as stated in the Bid Data Sheet of these Standard Bidding Documents. The Evaluation Methodology is a combination of non-price factors (in Technical Criteria) and price factor (in Financial Criteria); and each having points as elaborated in the evaluation Proformas provided in these SBDs.

**Procedure for the Marks Scoring:** Marks will be awarded or otherwise for various technical parameters to each quoted product based on the prescribed Technical and Financial criteria. The total combined marks will determine the highest-ranking product in each product category for contract award. The formula to calculate the marks for the price by the bidders other than lowest bidder is given below:

### **Financial Evaluation Score of individual quoted Product:**

= [Lowest quoted Price of the item ÷ Next higher proposed Price of the competing item] x Total allocable financial score

Solved Example of Financial Scoring:

If the lowest quoted price of an item is Rs. 86/-, the same lowest bidder will obtain score as below:

=  $[86 \div 86] \times 30$

= 30 marks, being the lowest bidder for the quoted item.

- If the next higher quoted price of the same item is Rs. 105/-, the marks obtained will be:

=  $[86 \div 105] \times 30 = 24.57$  Marks

- If the next higher quoted price of the same item is Rs. 130/-, the marks obtained will be:

=  $[86 \div 130] \times 30 = 19.84$  Marks.... And so on.

## Price Schedule in Pak. Rupees

Name of Bidder \_\_\_\_\_

S.No	Item Description	Quantity	unit price Inclusive of all taxes	Total price inclusive taxes
1	Fabrication of Truck mounted Garbage Compactor 7-8M3	05		
2	Fabrication of Mini Tipper 1-1.5M3	24		
3	Fabrication of Arm Roll Truck 5M3	02		
Grand Total				

Signature & stamp of Bidder

\_\_\_\_\_

*Note:*In case of discrepancy between unit price and total, the unit price shall prevail.

## 2. Bid Security Form

Whereas [name of the Bidder] (hereinafter called “the Bidder”) has submitted its bid dated [date of submission of bid] for the supply of [name and/or description of the goods] (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called “the Bank”), are bound unto [name of WSSC Kohat (WSSCK)] (hereinafter called “the WSSC Kohat (WSSCK)”) in the sum of for which payment well and truly to be made to the said WSSC Kohat (WSSCK), the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the WSSC Kohat (WSSCK) during the period of bid validity:
  - a. fails or refuses to execute the Contract Form, if required;

We undertake to pay to the WSSC Kohat (WSSCK) up to the above amount upon receipt of its first written demand, without the WSSC Kohat (WSSCK) having to substantiate its demand, provided that in its demand the WSSC Kohat (WSSCK) will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

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*[signature of the bank]*



### 3. Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ between *[name of WSSC Kohat (WSSCK)] of [country of WSSC Kohat (WSSCK)]* (hereinafter called “the WSSC Kohat (WSSCK)”) of the one part and *[name of Supplier] of [city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the WSSC Kohat (WSSCK) invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the WSSC Kohat (WSSCK)’s Notification of Award.
3. In consideration of the payments to be made by the WSSC Kohat (WSSCK) to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the WSSC Kohat (WSSCK) to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The WSSC Kohat (WSSCK) hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the WSSC Kohat (WSSCK))

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

**7. INTEGRITY PACT**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_ Contract Value: *[To be filled in at the time of signing of Contract]* Contract Title: \_\_\_\_\_

[name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoKP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoKP under any law, contract or other instrument, be voidable at the option of GoKP.

Notwithstanding any rights and remedies exercised by GoKP in this regard, [name of Supplier] agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder’s fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP.

Name of Buyer: .....

Name of Seller/Supplier: .....

Signature: .....[Seal]

Signature: .....{Seal}

# **TENDER NOTICE**

The Water Sanitation Services Company Kohat intends to purchase the Sanitation machinery as per KPPRA rules single stage – two envelopes system (Technical & Financial). The bids are required from well-known manufacturers/Fabricators PEC Register in category C4 or above and only having proper 3S Facility setup at Peshawar. The interested bidders shall submit their bids on or before **22<sup>th</sup> November 2021 till 01:30PM through register courier only** and on the same day the technical bids shall be opened at **2:30PM** in the presence of bidders or their authorized representatives.

S. No	Name of Machinery	Qty
1	Fabrication of Garbage Compactor 7-8 M3	05
2	Fabrication of Mini Tipper 1-1.5 M3	24
3	Fabrication of Arm Roll Truck 5M3	02

## **Terms & Conditions**

1. Technical specification with bidding documents can be obtained from the office of Water Sanitation Services Company Kohat against payment of Rs. 2000/- (non-refundable) in favor of Water and Sanitation Services Kohat, **Bank of Khyber A/C# 01383002668202**, till one day before the closing date of submission of bids.
2. A pre-bid meeting will be held at the address given below at 10:00 AM on 16<sup>th</sup> November, 2021
3. Income Tax, Sales Tax, Body building and manufacturer's certificate and all other relevant documents shall submit along with the written application for obtaining Tender Forms (tender will issue to original manufacturers).
4. 2% earnest money in the shape of CDR in the name of CEO, WSSC Kohat shall submit along with financial Bid.
5. All federal and provincial duties/stamp duty/taxes including sales tax will be recoverable as per directives of the government issued from time to time.
6. All the rates shall quote on F.O.R basis to WSSC Kohat.
7. Bidder shall provide complete literature, specification, drawings along with proof of supply of such items to other customers in their bid.
8. Lowest bidder is not a qualification criteria bid shall be evaluated and awarded to highest ranking fair bidder as per KPPRA Act/Rules.
9. Bidder/ fabrication Manufacturers (only) must quote.
10. Incomplete, conditional, or telegraphic tenders shall not be entertained.
11. The competent authority reserves the right to accept or reject any or all tenders with cogent reason as per KPPRA Rules.

**OFFICE OF THE CHIEF EXECUTIVE OFFICER  
WATER & SANITATION SERVICE COMPANY, KOHAT  
House # 14, Sector 4, Kohat Development Authority  
(KD)**