



WORKERS WELFARE BOARD, SINDH

(Established under Sindh Workers Welfare Fund Act, 2014)

GOVERNMENT OF SINDH

No. WWBS/ES/Admin/01(1490)/2017/ 239

Karachi, dated: 03/03/2017

To,

✓ The Managing Director,
Sindh Public Procurement Regulatory
Authority (SPPRA),
Government of Sindh,
Karachi.

SUBJECT: FOR UPLOADING OF TENDER NOTICE.

Enclosed please find here with a copy of Tender Notice regarding procurement of "School Furniture & Fixtures" for our all Workers Model Schools and Colleges Sindh, for uploading official website of SPPRA. The hard copy of bidding documents, notification of Procurement/ Redressal Committees are also being enclosed.

Encl: As above

Deputy Director (Admin)
For Secretary
Workers Welfare Board Sindh

SPSPPRA TENDER AND DIARY
NO: 1818
DATE: 03-03-17

St-19, Block-6, Adjacent to STEVTA, Opposite Aero Club, Gulshan-e-Iqbal, Karachi-5300
Phone: 99244681 & 99244682- Fax: 99244686,

Web Address: - www.swwb.com.pk, E-Mail: - swwbesadm@gmail.com



WORKERS WELFARE BOARD, SINDH

(Established under Sindh Workers Welfare Fund Act, 2014)

GOVERNMENT OF SINDH

No. _____

Karachi, dated: _____

TENDERS NOTICE

Sealed tenders are invited from the reputed firms / Contractors, manufacturers / distributors / suppliers registered with the Sales tax/ SRB & Income Tax Department, for supply of School and Office Furniture for the Workers Model Schools and Colleges located in all over Sindh, being run by Sindh Workers Welfare Board.

Tender documents can be obtained on payment of Rs.500/- (Rupees Five Hundred Only) (non-refundable) as tender document fee, from the office of the undersigned.

Sealed bids, alongwith 3% earnest money in shape of Pay Order / Demand Draft in favor of Secretary, Sindh Workers Welfare Board should be dropped in the Tender Box on **21-03-2017** by 11:00 a.m, at **8th Floor, Marine Faisal Building, Shahr-e-Faisal, Main Nursery Bus Stop Karachi**. The tenders will be opened on same day at 11:30 a.m in the office of undersigned, by the Procurement Committee, in presence of all the contestant or their authorized representatives who wishes to be present.

Incomplete or conditional tenders shall not be considered or entertained.

The competent authority reserves the right to cancel any or all the bidding process at any time prior to the acceptance of a bid or proposal as SPPRA Rules 2010 clause 25.

This notice may also be downloaded from official website of SPPRA.

Deputy Director (Admin)
FOR SECRETARY
Workers Welfare Board Sindh



WORKERS WELFARE BOARD, SINDH

(Established under Sindh Workers Welfare Fund Act, 2014)

GOVERNMENT OF SINDH

No. _____

Karachi, dated: _____

ORDER

With the approval of competent authority the **Complaint Redressal Committee** as defined in SPPRA Rule 31, comprising of the following, is hereby constituted with appropriate powers and authorizations, to address the complaints of bidders that may occur during the procurement proceedings, as per terms & conditions mentioned hereunder:-

- | | |
|--|---|
| 1. The Secretary, Workers Welfare Board Sindh | Chairperson |
| 2. Representative of Accountant General Sindh
(Not Below the rank of BPS-18) | Member. |
| 3. Any Independent profession
from the relevant field concerning the Procurement Process. | Any member
Opticed by the
chairman of CRC |

TARMS AND CONDITIONS:-

1. To settle written complaint lodges any bidder being aggrieved by any act or decision of the Procurement Committee during procurement proceedings.
2. The Committee shall announce its decision within seven days.
3. Procurement Committee shall not award the contract till Redressal Committee may decide the complaint as submitted by the bidder.
4. To perform any other function ancillary and incidental to the above.

Deputy Director (Admin)
FOR SECRETARY
Workers Welfare Board Sindh

NO. SWWBI/ES/Admin/1(1492)2017/231
Copy to:

Karachi dated 28/2/2017

- 1). To all members of procurement Committee.
- 2). Managing Director SPPRA, Government of Sindh.
- ✓ 3). P.S to Secretary Labour & HRD, Government of Sindh.
- 4). P.S to Secretary Workers Welfare Board Sindh.
- 5). Office Order file.

Deputy Director (Admin)
FOR SECRETARY
Workers Welfare Board Sindh



WORKERS WELFARE BOARD, SINDH

(Established under Sindh Workers Welfare Fund Act, 2014)

GOVERNMENT OF SINDH

ORDER

No. _____

Karachi, dated: _____

With the approval of competent authority the **Procurement Committee**, comprising of the following, is hereby constituted to deal-with the affairs of all procurement affairs of Sindh Workers Welfare Board including Education Section as per terms & conditions mentioned hereunder:-

- | | |
|--|------------------|
| 1. Director (Finance), WWBS. | Convener |
| 2. Deputy Secretary (A & C), WWBS. | Member/Secretary |
| 3. Deputy Director (Admin), SWWB | Member. |
| 4. Representative of Industries Department Govt. of Sindh. | Member. |
| 5. Representative of Education Department Govt. of Sindh. | Member. |

TARMS AND CONDITIONS:-

1. To supervise the preparation of bidding documents.
2. To open the Bids, as per bid opening schedule.
3. To prepare & sign the bid evaluation report (Technical bids) as provided in SPPRA Rules 2010 amended 2013.
4. To prepare and sign the comparative statement of quoted rates of financial bids.
5. To sign the minutes of Procurement Committee meeting, identifying their recommendations regarding acceptance / rejection of bids as well of contacts to the successful bidders..
6. To perform any other function ancillary and incidental to the above.

Deputy Director (Admin)
FOR SECRETARY

Workers Welfare Board Sindh

NO. SWWB/ES/Admi/1(492)/2017/232/2017 Karachi dated the 28-2-2017

Copy to:

- 1). To all members of procurement Committee.
- 2). Managing Director SPPRA, Government of Sindh.
- 3). P.S to Secretary Labour & HRD, Government of Sindh.
- 4). P.S to Secretary Workers Welfare Board Sindh.
- 5). Office Order file.

Deputy Director (Admin)
FOR SECRETARY

Workers Welfare Board Sindh



**Workers' Welfare Board, Sindh
(Education Section)**

COST OF TENDER = Rs.500/-
(Not-Refundable / Not-Transferable)

TENDER DOCUMENT

SUPPLY OF
SCHOOL FURNITURE & FIXTURE
2016-2017
FOR ALL WORKERS MODEL SCHOOLS
/COLLEGES IN SINDH

NAME OF CONTRACTING FIRM: _____

WORKERS' WELFARE BOARD, SINDH
(EDUCATION SECTION)

BOQ for the Supply of School Furniture & Fixture for Workers Model Schools/Colleges in Sindh.

PRICE OF TENDER RS.500/- (NOT TRANSFERABLE / NOT REFUNDABLE)

DATE OF SUBMISSION OF TENDER
DATE OF OPENING OF TENDER

21-03-2017 UPTO 11:00 a.m.
21-03-2017 ON 11:30 a.m.

Pay Order No. _____

Tender Form No. _____

Dated: _____

Receipt No. _____

To,

M/s. _____

Subject: INVITATION TO TENDER FOR SUPPLY OF SCHOOL FURNITURE FOR WORKERS MODEL SCHOOLS/ COLLEGES IN SINDH.

Dear Sir,

1. You are hereby invited to submit your tender for supply of **School Furniture & Fixtures for Workers Model Schools/ Colleges located in Sindh** as specified in the schedule to the invitation of tender, subject to the conditions mentioned hereunder and given in the schedule. The tenderers quoting bids to this invitation of tender shall be deemed to have read and understood and **signed each page of the general conditions of contract** attached herewith.
2. The tenderers shall quote the bids on the **Prescribed Tender Form Schedule** to this invitation of tender on the basis indicated therein at consignee's end basis **throughout Sindh** and shall sign the certificate given therein to the effect that the work may be done exactly in accordance with the requirements as specified in this schedule. In case there is any deviation, it should be clearly stated by the tenderer, otherwise it will be presumed that offer is strictly in accordance to the requirement and specifications.
3. Tender should be accompanied by 3% earnest money of any scheduled bank in shape of Demand Draft/Pay order in favour of the "**Sindh Workers' Welfare Board**" and shall be attached with the tender, failing which the tender will be rejected.
4. The quantity mentioned against each item in the schedule inviting tender can be increased or decreased at the time of the award of contract at the quoted and approved rates.

5. The successful tenderers will have to deposit the security @ 5% of the value of bid quoted by the tenderers in shape of Pay order/Call deposit/Bank guarantee , in favour of "**Sindh Workers' Welfare Board**".
6. The Successful tenderers will prepare store with in 15 days after award of contract for carry out inspection by the committee as constitute by the Secretary, Workers Welfare Board, Sindh.
6. The tenderers may give their shortest guaranteed delivery period by which the job will be completed by them positively.
7. Original receipt in token of having purchase of tender form must be enclosed with the tender.
8. Tenderers must have to submit photocopy of the National Tax Number Certificate from the Income Tax Department and the General Sales Tax/ SRB Registration Departments respectively.
9. **Alternate offer** other than specified in this schedule of tender will not be accepted.
10. The successful bidder shall provide samples of items for which they have quoted rates in the schedule of tender, before Procurement Committee or Inspection Committee as constitute by the Secretary of Workers Welfare Board, Sindh
12. Procurement Committee / Inspection Committee will be empowered to reject samples, if not satisfied and give same offer to the second lowest quote.
13. The tenderers must fill rates of each article. Incomplete tender will not consider.
14. Failure to submit the tender in the manner prescribed in this invitation to tender will be rendered to be ignored/rejected. The sample must be presented before Committee at the time of opening of Tender or as directed by the Board.
15. Tender will be rejected if Bidder who has been disqualified on the basis of the preliminary evaluation criteria as per SPPRA Rules, 2010 (46) (a).
15. Procurement Committee does not pledge to accept the lowest tender & reserves the right to reject or accept any tender or tenders in full or in part or reject any one or all the tenders as per SPPRA Rules-2010 under clause 25.
16. Each page of this document should be signed by the Contractor and the Purchaser.

(SECRETARY)
Workers Welfare Board, Sindh

N.B.

- Tenderers should furnish Photostat copy (attested) of their Registration Certificate/Renewal Certificate for the year ending June, 2017, in proof of the registered firm.
- The successful Tenderers will be bound to make delivery after carrying-out the inspection by the Inspection Committee at respective places.
- The tenderers should enclose the NTN together with the Sales Tax Registration/ Sindh Revenue Board Certificate as a pre-requisite of the bidding.

BID ELIGIBILITY CRITERIA

Bidders who have been qualified on the basis of the preliminary evaluation shall be eligible for detail evaluation.

The purchaser will evaluate and compare the bid that has been determined to be substantially responsive. The evaluation will be performed assuming the Contract will be awarded to the highest evaluated bidder for the entire information system.

The purchaser's evaluation of responsive bids will take into account technical factors, in addition to cost factors.

Eligibility Criteria:-

Sr.No	Evaluation Parameters	Marks	Description	Fill by the participated firm	Mark Obtained
1	Business Experience	100 Nos.	Firm must be provided experience evidence, in relevant field about last three years in bulk quantity. In support, firm may provides work orders copies as documentary evidence		
2	Annual Turnover in Millions	200 Nos.	50 million turnover of firm in last Five years. (Audit Accounts copies must be produced as evidence.)		
3	NTN Registration Certificate		Mandatory.		
4	Sales Tax Registration Certificate		Mandatory.		
5	Prove of totally new and latest quoted items	50 Nos.	The bidder proves that the items quoted in the bid are from legal source or not from grey trading and all the quoted items are totally new.(on stamp paper worth of Rs.100/-)		
6	Samples of the product	300 Nos.	The bidder provides samples of the products.		
7	Quality of the sample product	300 Nos.	The samples provided by bidder comply with the specification of articles mentioned in the Tender documents or as approved by the Committee.		
8	Photographic evidence of workshop /setup and distribution outlets etc.	25 Nos.	The firm has established its workshop /setup for the making furniture and fixtures.		
9	Certificate of black list	25 Nos.	Affidavit of firm that it is not black listed.		
10	Income Tax Annual Returns of 3 Years		Attested copies of last three years annual tax paid returns.		

Note: Firm must get 70% i.e. 700/1,000 marks in above Eligibility Criteria.

WORKERS' WELFARE BOARD, SINDH
EDUCATION SECTION

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BOQ for the Supply of School "Furniture & Fixture" for Workers Model Schools/  
Colleges located in Sindh

DATE OF SUBMISSION OF TENDER : 21-03-2017 upto 11:00 A.M.  
DATE OF OPENING OF TENDER : 21-03-2017 at 11:30 A.M.

| Sr. No. | Name of items                        | Specification of Items                                                                                                                                                                                                                                                                                                                                                                                        | Required Quantity | Unit Price | Total Price |
|---------|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------|-------------|
| 1       | <b>Student Chair with armed Desk</b> | Made of shesham wood with one arm having writing board facility, seat and back of shesham wood with sprit polis. Seat 20"x 20", Back Height 22", Front Height 18", Writing Board 27" x 10"(termite coverage warranty)                                                                                                                                                                                         | <b>2500 Nos.</b>  |            |             |
| 2       | <b>Students chairs for KG class</b>  | Made of shesham wood, without arms, seat covered with pasted Formica sheet in different colors with polish. Seat 12 x 12 , Back Height 21" Front Height 12" Pillars and base frame of square wood(no patti usage) pillars properly jointed inside each other (not only through angels or neils) seat sheet covered around from sheesham wood gola patti. Polished with thinner and termite coverage warranty) | <b>700 Nos.</b>   |            |             |
| 3       | <b>Student Table for KG Class</b>    | Made of shesham wood, Top Dia 3' x 3' ft round height 21" top with Formica laminated sheet in different colors with polish. Pillars of square wood properly jointed inside each frame wood (Termite coverage warranty)                                                                                                                                                                                        | <b>200 Nos.</b>   |            |             |
| 4       | <b>Student Desks (medium size)</b>   | Made of square iron frame and shesham wood, having writing desk and books keeping box facility, seat and back shesham wood with sprit polish . Seat hight 20" Back Height 30" Front Height 30" Length approx: 36" ( two students seating)..                                                                                                                                                                   | <b>295 Nos.</b>   |            |             |
| 5       | <b>Notice Board</b>                  | Dry wooden board, smooth edges, size 4x4                                                                                                                                                                                                                                                                                                                                                                      | <b>17 Nos.</b>    |            |             |
| 6       | <b>White Board</b>                   | <b>Measurement:</b> MDF imported 18 mm. 4'x8' Lasani, White Formica Hanging Hook. Aluminum Border. 4x6                                                                                                                                                                                                                                                                                                        | <b>64 Nos.</b>    |            |             |
| 7       | <b>Wooden Shelves (For Lab;)</b>     | Made of shesham wood,sixe 6 x 4 x2 frame covered with center opening doors. Doors made of shesham wood                                                                                                                                                                                                                                                                                                        | <b>16 Nos.</b>    |            |             |

| Sr. No.            | Name of items                  | Specification of Items                                                                                                                                                                                             | Required Quantity | Unit Price | Total Price |
|--------------------|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------|-------------|
|                    |                                | frame with fine quality glass supported with lock and key, finished with sprit polish.                                                                                                                             |                   |            |             |
| 8                  | Wooden Shelves (For Libraries) | Made of shesham wood, size 6 x 4 x 2 frame provided with sufficient quantity of shelves to keep books finished with sprite polished.                                                                               | 33 Nos.           |            |             |
| 9                  | Chair for Auditorium           | Steel Frame with Foam Seat                                                                                                                                                                                         | 600 Nos.          |            |             |
| 10                 | Chairs for Staff room          | Made of shesham wood, with arms seat approx: 525 x 450 x 425 mm back legs height 900 mm, structure of shesham wood, seat and back supported with foam and cloth finished plished.                                  | 205 Nos.          |            |             |
| 11                 | Table for Classrooms, Teacher  | Frame of shesham wood, size 4' x 2 ½' with 3 drawers supported with covers and locks, top of commercial shipboard with Formica passed sheet at Height of 2', further provided top glass of 12mm at Height of 2 ½'. | 64 Nos.           |            |             |
| 12                 | Steel Almirah                  | Made of 22 swg sheet, size 6 x 3 x 1.5 with lock and key/ having four trays to use as shelves. Must be supported with 3" pillars to save the body from water and seepage                                           | 27 Nos.           |            |             |
| <b>Grand Total</b> |                                |                                                                                                                                                                                                                    |                   |            |             |

Note: **Subject to approve samples by the Procurement / Inspection Committee.**

\* **School-wise break-up of articles' quantity is annexed with schedule.**

**Note:** All the rates so quoted are supported shall be presented before Procurement Committee of WWB, Sindh at the time of opening of the tenders.

1. The rates and discounts quoted for the items mentioned above shall be valid for 90 days from the date of opening of tender.
2. Certified that items should be delivered throughout Sindh at the designated outlets, at risk and cost of contracting firm.
3. The payment shall be subject to deduction of Income Tax / Sale Tax and SRB at source, inspection and production of delivery challans.
4. The rates quoted in this schedule are inclusive of all the applicable taxes and written against each item with fountain pen in figures and words without any cutting/error.
5. Certified that the samples of the items specified above as required in the general conditions of contract are provided.
6. The conditions specified in the General Conditions shall also be applicable.

Dated: \_\_\_\_\_

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



Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 N.I.C. # \_\_\_\_\_

SINDH WORKERS WELFARE BOARD (EDUCATION SECTION)      ANNEXURE "A"  
 CONSOLIDATED REQUISTION OF FURNITURE ITEMS FOR THE SCHOOLS AND COLLEGES OF SWWB.  
 FOR THE ACADEMIC SESSION 2016-17

| S. No. | Name of Item                     | WIC (BOYS)<br>KOTRI | WIC (GIRLS)<br>KOTRI | WMS/KORANGI | WMS/LANDHI | WMS/N-KHI | WMS/<br>HYDERABAD | WMS/SUKKUR | WMS/<br>NOORIABAD | WMS(BOYS)/<br>MP-KHAS | WMS(GIRLS)/<br>MP-KHAS | WPS/THATTA | WPS/<br>NOORIABAD | WPS/LAKHRA | WPS/<br>KHAIRPUR<br>MIRS | WPS/LARKANA | WPS/<br>MP-MATHELO | WPS/DEHRKI | Total |      |
|--------|----------------------------------|---------------------|----------------------|-------------|------------|-----------|-------------------|------------|-------------------|-----------------------|------------------------|------------|-------------------|------------|--------------------------|-------------|--------------------|------------|-------|------|
| 1      | KG Class Chairs (Wooden)         | -                   | -                    | 100         | 100        | 100       | 100               | 100        | 25                | 25                    | 25                     | 25         | 20                | 20         | 20                       | -           | 20                 | 20         | 700   | Nos. |
| 2      | KG Class Tables (Wooden)         | -                   | -                    | 20          | 20         | 20        | 20                | 20         | 10                | 10                    | 10                     | 10         | 10                | 10         | 10                       | 10          | 10                 | 10         | 200   | Nos. |
| 3      | Students Dual Desk (Medium Size) | 30                  | 30                   | 30          | 25         | 20        | 20                | 20         | 20                | 20                    | 10                     | 10         | 10                | 10         | 10                       | 10          | 10                 | 10         | 295   | Nos. |
| 4      | Students Chairs with Handle      | 200                 | 200                  | 200         | 200        | 200       | 200               | 200        | 200               | 100                   | 100                    | 100        | 100               | 100        | 100                      | 100         | 100                | 100        | 2500  | Nos. |
| 5      | White Board                      | 5                   | 5                    | 5           | 5          | 5         | 5                 | 5          | 5                 | 5                     | 5                      | 2          | 2                 | 2          | 2                        | 2           | 2                  | 2          | 64    | Nos. |
| 6      | Steel Almira                     | 2                   | 2                    | 2           | 2          | 2         | 2                 | 2          | 2                 | 2                     | 2                      | 1          | 1                 | 1          | 1                        | 1           | 1                  | 1          | 27    | Nos. |
| 7      | Chairs for Auditorium            | -                   | -                    | -           | 300        | -         | 150               | 150        | -                 | -                     | -                      | -          | -                 | -          | -                        | -           | -                  | -          | 600   | Nos. |
| 8      | Notice Board                     | 1                   | 1                    | 1           | 1          | 1         | 1                 | 1          | 1                 | 1                     | 1                      | 1          | 1                 | 1          | 1                        | 1           | 1                  | 1          | 17    | Nos. |
| 9      | Table for Classrooms, Teacher    | 5                   | 5                    | 5           | 5          | 5         | 5                 | 5          | 5                 | 5                     | 5                      | 2          | 2                 | 2          | 2                        | 2           | 2                  | 2          | 64    | Nos. |
| 10     | Chairs for staff room            | 15                  | 15                   | 15          | 15         | 15        | 15                | 15         | 15                | 10                    | 10                     | 10         | 5                 | 10         | 10                       | 10          | 10                 | 10         | 205   | Nos. |
| 11     | Shelves for Library              | 3                   | 3                    | 3           | 3          | 3         | 3                 | 3          | 3                 | 1                     | 1                      | 1          | 1                 | 1          | 1                        | 1           | 1                  | 1          | 33    | Nos. |
| 12     | Shelves for Labs                 | 2                   | 2                    | 2           | 2          | 2         | 2                 | 2          | 2                 | -                     | -                      | -          | -                 | -          | -                        | -           | -                  | -          | 16    | Nos. |

**GENERAL CONDITIONS OF CONTRACT APPLICABLE FOR  
SUPPLY OF SCHOOL FURNITURE AND FIXTURES FOR WORKERS MODEL  
SCHOOLS / COLLEGES IN SINDH**

**1. Definitions**

- i) "Contract" means the invitation to tender, the instructions to tenderers, the tender, acceptance of tender, "particulars" hereinafter defined and such general and special conditions as may be added.
- ii) "Contractor" means the person, firm or company with whom the order for the supply is placed and, unless excluded by the contract, includes, the contractor's successors (approved by the Purchaser), Representatives, Heirs, Executors and Administrators.
- iii) "Delivery" means delivery by the dates specified in the contract of stores which are found acceptable by the Inspection Committee but does not include the submission of stores which are not of the required standard or which are not delivered by due dates.
- iv) "Board" means the Workers' Welfare Board, Sindh
- v) "Chairman" means the Minister, Labour and Human Resources Department, Government of Sindh.
- vi) "Secretary" means the CEO of Workers Welfare Board, Sindh
- vii) "Purchaser" means Workers Welfare Board, Sindh or Officer authorized by him named in notice inviting tenders.
- viii) "Specification" description given in the BOQ.
- ix) "Inspection Authority" means Convener, Procurement Committee or any person nominated by the Secretary, Workers Welfare Board, Sindh to give final decision regarding acceptance or rejection of stores and other inspection matters.
- x) "Convener" means Convener Procurement Committee of WWB, Sindh.
- xi) "Material" means anything used in the manufacture of the stores.

**2. Purpose of the Contract and parties to the Contract**

- a) The parties to the contract which is for the supply by the Contractor to the Purchaser on terms and conditions set-forth in the contract are the Contractor and the Purchaser named in the Invitation to Tender.
- b) Authority of person signing documents: a person signing the Tender Form or any document forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if, on inquiry, it appears that the person so signing had no authority to do so, the Purchaser may without prejudice to other civil or criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.

- c) Contracts with rates subject to confirmation: When the price quoted in the contracts as being subject to confirmation by the makers, the Contractor should before effecting delivery, obtain the required confirmation and communicate the same to the Purchaser for his acceptance. If supplies are made before such confirmation and acceptance, except with the express consent of the Purchaser, the Contractor shall be paid at the price mentioned in the contract.

3. **Responsibility for executing Contract**

- a) **General:** The contractor is to be entirely responsible for the execution of the contract in all respect in accordance with the terms and conditions as specified in the contract, notwithstanding any approval which the Inspector may have given in respect of the stores, materials or other parts of the work or of workmanship involved in the contract or by of test carried out either by the Contractor or by the Inspector.
- b) **Subletting of Contract:** The Contractor shall in no circumstances sublet, transfer or assign the contract or any part thereof. In the event of the Contractor contravening this condition, the purchaser shall be entitled to place the contract elsewhere on the Contractors' account and at his risk and the Contractor shall be liable for any loss or damage which the Purchaser may sustain in consequence, or arising out of such replacing of the contract.

4. **Quotation of Rates by Contractors**

The prices quoted by the Contractor shall not, in any case exceed the controlled price, if any, fixed by the Government as the reasonable price which it is permissible to him to charge a private purchaser for the same class and description of goods under the provisions of any existing law. If the price quoted exceeds the controlled price or the price permissible under any existing law, the Contractor shall specifically mention this fact in his Tender alongwith reasons for quoting such higher price. The Purchaser at his discretion shall, in such cases, exercise the right of revising the price at any stage so as to conform with the controlled price or the price permissible under any existing Law. This discretion shall be exercised without prejudice to any other action that may be taken against the Contractor.

5. **Security Deposit**

- a) 3% Security Deposit will be obtained from firms in the form of Call Deposit/Pay-order in favour of the "**Sindh Workers' Welfare Board**".
- b) The Security Deposit can be furnished in the shape of Pay order/ Call deposit by any schedule Bank. Security Deposit will be obtained before the placement of Contract.
- c) If the Contractor is called upon by the Purchaser to deposit security and the Contractor fails to provide the security deposit within the specified period, such failure shall constitute a breach of the contract and the Purchaser shall be entitled to make other arrangements at the risk and expense to the Contractor.

d) **Performance Guaranty:**

Procurement Committee or Board may in case of time frame fixed for deliveries of stores, obtain performance guaranty in shape of Bank Guarantee, Bank Draft, Pay order deposit irrevocable in the name of the Board and contractor shall provide such

irrevocable guarantee upto 05% (Five percent) of the value of contract or the amount fixed by Board as such, the performance guarantee will be forfeited by the Board in case if the stores in accordance to prescribed manner are not delivered/distributed within specified cut-off date of such store given in the contract.

- e) No claim shall be made against the Purchaser in respect of interest on Security Deposit or depreciation or failure of Bank in case acceptance of Bank receipts.
- f) On due completion of the contract, the Purchaser shall return the Security Deposit and Bank guarantee to the Contractor on presentation of a No Demand Certificate issued by the consignee and countersigned by the Purchaser and the Contractor shall return in good condition any specifications or any other property belonging to the Purchaser which have been issued to the Contractor for the execution of the contract.

**6. Specification etc.**

- i) Generally the stores shall be of the best quality and workmanship and comply with terms and conditions of the contract to the satisfaction of the Inspecting authority and purchaser.
  - ii) In particular and without prejudice to the foregoing conditions and in addition thereto when tenders are called for in accordance with Particulars, the Contractors tender to supply in accordance with such particulars, shall be deemed to an admission on his part that he has fully acquainted himself with the details thereof and no claim on his part which may arise on account of non-examination or insufficient examination of the "Particulars" shall in any circumstances be entertained.
  - iii) The Contractor shall supply the stores in accordance with the particular unless any deviation is authorized as an exceptional case and expressly specified in the contract.
  - iv) If a specification and/or drawing exists, then the sealed pattern or certified sample thereof shall govern supply only to the extent of workmanship and finish. If neither a specification nor a drawing exists then the sealed pattern or certified sample thereof will govern supply in all respects.
  - v) When neither specification, drawing nor pattern is available to govern supply, the supply must be of quality material, pattern and workmanship which the purchaser has agreed, shall be acceptable and the Contractor has undertaken to supply, and when under these circumstances a Contractor's sample has been approved by the Inspector, the stores supplied must be equal in all respects to such sample.
  - vi) If any dimensions figured upon a drawing differ from those obtained by scaling the drawing, the Inspector and the office issuing the Contract. The Inspector's decision in matter shall be final.
- i) **Deliveries:**
- a) The Contractor shall submit sample of stores he proposes to submit for inspection for the first consignment for test before proceeding with bulk manufacture or delivery.



- b) Small sample deliveries, if especially so marked and submitted to the Inspection Committee in separate parcels shall be inspected and the result of the inspection shall be notified immediately to the Contractor.
  - c) If a sealed pattern exists to govern supply, the sealed pattern or certified sample thereof may be examined before sending samples for approval at any time during execution of the contract.
- ii) Loan of sample: Should certified samples be lent to a Contractor, they shall have a label attached for noting down any discrepancy known to the Procurement / Inspection Committee. Should the contractor find any discrepancy between the certified sample and particulars of schedule to tender, he shall refer the matter to the Procurement Committee endorsing a copy of the letter to the office issuing the Contract. The Procurement Committee or Inspection Committee as constitute by the Secretary, Workers Welfare Board, Sindh shall decide the course, which is to be followed.
  - iii) Label: The label must on no account be detached from a certified sample. Should it, however, become detached, the certified sample should be returned at once to the Inspector/Inspection Committee for attaching a fresh label.

**7. Return of Particulars:**

The Contractor is responsible for the return in a perfect order of all specifications, drawings or certified samples with the labels intact unless specifically informed by the purchaser that their return is not required and in the event of failure so to return the specifications, patterns, drawings and certified samples or if the certified samples are not returned in perfectly good order, the Contractor shall be held liable forthwith to pay to the Purchaser as liquidated damages either (at the option of the Purchaser) the sum of "Rupees twenty or three times the value of the same as declared by the office issuing the Contract and the Contractor will have no claim to the certified samples for which the charge is made.

**8. Risk of loss or damage to Purchaser's property**

- a) The Contractor guarantees the due return of all Purchaser's property including particulars contain the lists, papers containing details of workers, their establishments and children issued to him and will be responsible for the full value thereof to be accessed by the "Purchaser" for all loss thereof or damage caused while in the possession or control of the Contractor, his servants, workmen or agents.
- b) In case in which the Purchaser's property is insured against fire by the Contractor at the request of the Purchaser, such insurance shall be deemed to be effected by way of additional precaution with the object of minimizing the loss to the Contractor, but without prejudice to the liability of the Contractor under clause 10(a) above.

**9. Packing**

- i) Responsibility for proper packing: The Contractor shall be held responsible for the stores being sufficiently and properly packed for transport by air, rail road and so as to ensure their being free from loss or injury on arrival at their destination. The packing of the stores shall be done by and at the expense of the Contractor.

- ii) **Packing material free supply:** All packing cases, containers packing and other similar material shall be supplied free by the contractor and the same shall not be returned unless otherwise stated in the schedule thereto.
- iii) **Marking of packages:** Each bale or package delivered under the contract shall be marked by and at the expense of the Contractor and in particular must be distinctly marked (all previous irrelevant markings being carefully obliterated) with the description and quantity of contents, with the consignee's name and address, with gross weight, with the name of the contractor and with a distinctive number of mark which is also to be shown for the purpose of identification, on the Contractor's packing account. If the stores are not packed and marked in accordance with the instructions or in cases, where the packing materials are delivered separately and they are not in accordance with those instructions or are not marked according to them, consignments are liable to be rejected by the Inspector, whose decision as to the sufficiency or otherwise of compliance with the instructions shall be final, Repackaging, if any, required by the Inspector before onward dispatch shall, if it carried out by the Contractor within a reasonable time of demand therefore, be carried out at the cost of the Contractor under instructions from the Purchaser.
- iv) **Packing Notes:** Each bale or package shall contain a packing note quoting the Contract and/or supply or Repeat Order number and date and showing its contents in detail.

**10. Charges for work necessary for completion of contract:**

The Contractor shall pay all charges for handing, stamping, printing, marking, drawing, templates models and gauges for protecting and preserving patent rights and for all such measures as the Inspector may deem necessary for the proper completion of the contract, though special provision therefore may not be made in the particulars.

**11. Delivery:**

- i) Time for and date of delivery to be the essence of the Contract. The time and the date of delivery of the stores stipulated in the contract shall be deemed to be the essence of the contract and delivery must be completed no longer than the dates specified therein. The delivery dates shall be counted from the date of receipt of the contract or supply order by the Contractor together with all necessary particulars to enable the work to be put in hand. The Contractor shall afford all reasonable facilities to the officer appointed by the Purchaser in this behalf including free and full access to his work and all records having a bearing on the progress of the deliveries against the contract.
- ii) **Notice by Contractor:** Notice in writing shall be sent by the Contractor to the Inspector when the stores to be supplied are ready for submission for inspection and test. The Purchaser is responsible for immediately notifying the Contractor if submission is to be retarded or held in abeyance.
- iii) **Failure and Termination:** Should the Contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the Purchaser shall be entitled at his option.
  - a) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 2 percent of the price of any stores which the Contractor

- has failed to deliver as aforesaid for each month or part of a month during which the delivery of such stores may be in arrears, or
- b) to purchase elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying with the particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable) without canceling the contract in respect of consignments not yet due for delivery, or
  - c) to cancel the contract with imposition of any one or more of the following penalties depending on the specific circumstances of an individual case of default as per SPPRA Rules:-
    - i) Forfeiture of Security Deposit and performance guaranty (irrevocable guaranty).
    - ii) Debarring firm from future tendering for a specified period.
    - iii) Black listing.

**Note:**

- 1) In the event of action being taken under (b) or (c) above the Contractor shall be liable to pay for any loss which the Purchaser may sustain on that account of the Contractor shall not be entitled to any gain on repurchases made against default.
  - 2) In the event of the termination/cancellation of the contract for any reason whatsoever or on complete performance thereof, the Purchaser may at his option (without prejudice to any rights which may be available to the Purchaser under the existing Laws and Rules framed there under by notice in writing to the Contractor) require the Contractor to deliver and the Contractor shall thereupon immediately deliver to the Purchaser all or any part of the materials so required (fabricated or otherwise) in his possession or control, got or ordered by him whether in the normal course of business or under special terms arranged through the intervention of the Purchaser or on his behalf for the performance of the said contract or any part thereof and thereupon, the following provisions shall have effect:
    - a) The Contractor shall, subject to any recoveries that the Purchaser may be entitled to be paid the cost price of the material so delivered and not rejected as hereinafter provided plus a reasonable charge for handling.
    - b) In case at any time after the issue of said notice, the Purchaser shall be of opinion that the materials are damaged or unsuitable for the Purchaser's requirements, the Purchaser may reject and return such materials/stores.
    - c) In respect of material supplied through the intervention of the Purchaser or on his behalf and not taken over by the Purchaser, at the request of the Contractor or with his consent, the Contractor shall settle all claims of the supplier including any claims to any extra charge (if the original stipulated terms had been concessional) and keep the Purchaser indemnified against the same.
    - d) In respect of finished articles rejected as not being upto specification or the standard of the accepted or sealed sample, the Purchaser shall have the first option to take over the articles on payment to the Contractor of the cost of raw materials actually expended in the production thereof together with reasonable fabrication charges and the Purchasers decision on both shall be final and binding on the parties.
- iv) Extension of delivery date:

- a) If in the contract the delivery dates may not be adhered to, and mutually agreed by purchaser and contractor and confirm the date as essence of contract, in other conditions the contractor may submit an application with full justification to purchaser not later than 30 days in advance of the expiry of the delivery date specified in the contract to the office issuing the Acceptance of Tender and a copy endorsed to the Inspector specified in the schedule. Should, however, deliveries be made after the expiry of the contract delivery date without prior concurrence of the Purchaser and accepted by the Inspector, such deliveries will not deprive the Purchaser of his right to recover liquidated damages under clause 13(iii) (a) above. Deliveries shall not be made after the expiry of contract delivery date without prior concurrence of the purchaser.
- b) Without prejudice to the foregoing rights, if such failure to deliver in proper time as aforesaid shall have arisen from any cause which the Purchaser may admit as a reasonable ground for an extension of the time, he may allow such additional time as he considers to be justified by the circumstances of the case and his decision shall be final in that respect.
- v) Place of Delivery: The Contractor shall, as may be required by the Purchaser deliver the stores either free at the place or places detailed in the schedule and not later than on the dates specified in the Contract.
- vi) Notification of Dispatch: Notification of delivery or dispatch in regard to each and every consignment shall be made to the authorities named in the form prescribed for the purpose, copies of which shall be furnished free of charge by the office issuing the Acceptance of Tender. The Contractor shall further supply to the Consignee a Packing Account quoting the Acceptance of Tender and/or Supply or Repeat Order No. and date of all stores dispatched. all packages, containers, bundles and loose materials forming part of each and every consignment shall be described fully in the packing account and full details of packages and quantity of material are to be given to enable the Consignee to check the stores on arrival at destination. The railway receipt shall be forwarded to the Consignee immediately after dispatch of stores otherwise the demurrage charges (if any) paid by the Consignee will be recovered from the Contractor.

## **12. Inspection and Rejection**

### **i) Methods of Test:**

The Procurement or Inspection Committee shall have the right to put all sorts of material forming part of same or any part thereof to such tests as he may think proper for the purpose of ascertaining whether the same are in accordance with the particulars and to cut-out or off, and/or destroy a portion from each delivery for such purpose without prejudice to this right:

- a) Stores expended in test: If the test proves satisfactory and the consignment is accepted, the quantity of stores or material expended in test will be paid for by the Purchaser.
- b) If the stores or material fail in test and the consignment is rejected, the quantity expended in test will be treated as not having been delivered.

### **ii) Inspection – Final Authority and to certify performance:**

- a) Inspector shall have power before any stores or parts thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the manufacture not being satisfactory.

OR

- b) To reject any stores submitted as not being in accordance with the particulars.
- iii) Inspection and Rejection – The Inspection Committee may reject the whole consignment tendered for inspection if after inspection such portion thereof as he may decide in his discretion, he is satisfied that the consignment is un-satisfactory.
- iv) Rejections – If any stores are rejected as aforesaid then, without prejudice to the foregoing provisions the Purchaser shall be at liberty to:
- a) Allow the Contractor to re-submit stores in replacement of those rejected within a time specified by the Purchaser the Contractor bearing the cost of freight on such replacement without being entitled to any extra, payment, or
- b) Buy the quantity of the stores rejected or others of a similar nature elsewhere at the risk and cost of the Contractor without effecting the Contractors liability as regards supply of any further consignment due under the contract, or
- c) Terminate the contract and recover from the contractor the loss the Purchaser thereby incurs.
- In case of contract entered into on F.O.R. station of dispatch basis, the Contractor shall, if stores re rejected at destination, be liable to pay the freight at Public Tariff rates to the Purchaser even if the Purchaser had actually paid freight at concessional rates.
- d) The decision of the Inspection authority as regards rejections as aforesaid shall be final and binding on the parties. The Contractor shall not be entitled to any gain on repurchase.
- v) Marking of Rejections – If considered desirable by the Inspection Committee, rejected stores will be marked with a small rejection mark, so that these may be easily identified if re-submitted and the Contractor shall not be entitled to claim anything on that account.
- vi) Notification of Result of Inspection – Unless otherwise provided in the specification or schedule, the examination of the stores will be made as soon as practicable after receipt and the result of examination will be notified to the Contractor.
- vii) Removal of Rejections – Any stores submitted for inspection and rejected by the Inspection Committee must be removed by the Contractor within fourteen days from the date of receipt of intimation of rejection, provided that in the case of dangerous, infected or perishable stores the Inspector (whose decision shall be final) shall notify the Contractor to remove such stores within 48 hours of receipt of intimation of rejection and it shall be the duty of the Contractor to remove them accordingly. Such rejected stores shall lie at the Contractors risk from the time of such rejection and if not removed within the aforementioned time, the Purchaser shall have the right either or return the rejected stores, carriage forward a the contractors risk by such mode of transport as the Purchaser may select or to dispose of or segregate such stores as he thinks fit at the Contractors risk and on his account and to retain such portion of the proceeds as may be necessary to cover any loss or expenses incurred by or on behalf of the Purchaser in connection with the said sale. Freight to destination on stores rejected after examination at destination shall be recoverable from the Contractor at the Public Tariff rates.

- viii) Inspection Certificate or Receipt Vouchers – on completion of the inspection, the Contractor will be furnished by the Inspection Committee with necessary copies of Inspection certificates or receipt vouchers duly completed to be attached to the Contractors bill in support thereof.

**13. Recovery of sums due:**

Whenever under this contract any sum of money is recoverable from and payable by the Contractor, the Purchaser shall be entitled to recover such sum by appropriating, in part or whole, the Security deposited by the Contractor, if a Security is taken against the contract and to sell any Government Promissory Notes, etc., forming the whole or part of such security. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with the Purchaser or Government or any other person or persons contracting through the Purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Purchaser on demand the remaining balance due.

**14. System of Payment:**

- i) Unless otherwise agreed between the parties, payment for the delivery of the stores shall be made through cross cheque on submission of bill in the prescribed form in accordance with the instructions given in the contract.
- ii) Payment for the stores or for each delivery shall be made to the Contractor on submission of bills in accordance with the procedure laid down below:
  - a) Subject to delivery made in accordance with the approved sample and delivered at the designated destination with acceptance and satisfaction of Inspection Committee and the production of Delivery Challen it should be receipted by the responsible officer/official as nominate by the Secretary, Sindh Workers Welfare Board. The payment is to be made after re-verification by the head of Institutions, whether their received the said articles as per specification as well as required quantity mentioned in the required quantity.
  - b) The bill of contractor must be supported with such receipts as referred above.

**15. Laws Governing the Contract**

- i) The contract shall be governed by the Laws of Pakistan for the time being in force.
- ii) The marking of all stores supplied must comply with the requirements of the Central Acts relating to Merchandise Marks and of the rules made under such Acts.

**16. Indemnity:**

The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of Design or Trade Mark and shall take all risk of accidents or damage which may cause failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the Contract, provided always that in the event of any claim in respect of alleged breach of letter Patent, Registered Design or Trade Mark being made against the Purchaser, the Purchaser shall notify the Contractor of same and the Contractor shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may arise there from.

**17. Bribe, Commission, Corrupt, Gift etc.**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, Agent or servant, or any one of his or their behalf to any officer, servant, representative or agent of the Purchaser or Government or any person on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the Purchaser or Government or placed through Government Agency, for showing favour or disfavour to any person in relation to this or any other contract as aforesaid shall subject the contract to the cancellation of this and all or any other contracts as aforesaid and also to payment or any loss or damage resulting from such cancellation to the like extent as is provided in case of cancellation under clauses 13(iii) and 16(a) thereof. Any dispute or difference of opinion arising in respect of either the interpretation, effect or application of this condition or the amount recoverable hereunder from the contractor shall be decided by the Purchaser and his decision shall be final and binding on the parties.

**18. Insolvency and Breach of Contract**

Should the Contractor be adjudged insolvent, or have a receiving order made against him, or make or enter into any arrangement or composition with creditors, or suspend payment (or being a company be wound up, either compulsorily or voluntarily or commit any breach of this contract not herein specially provided for) the Purchaser shall have power to declare the contract at an end in which case, the Contractor shall be liable to pay the Purchaser for any extra expense he is thereby put to but shall not be entitled to any gain on repurchase.

**19. Prior notice for Arbitration**

If the Contractor intends to go for arbitration, he shall have to give 30 days notice in writing informing the Purchaser of his intention to refer to the points of difference and/or dispute for arbitration under clause 23 of these conditions of contract. He shall have to define clearly the points of difference and/or dispute in this notice.

**20. Arbitration**

Except as otherwise expressly provided herein, all matters or dispute or difference between the parties arising under this agreement shall be referred to the decision of the sole arbitrator to be nominated by the Chairman Board. The decision of the arbitrator so nominated shall be final and binding on the parties. Reference to arbitration shall be a condition precedent to any proceedings in Court regarding the matters in dispute.

Work under the contract shall, if reasonably possible, continue during arbitration proceedings and no payment due or payable under the agreement shall be withheld unless it is a matter in dispute under arbitration.

Unless otherwise directed by the Chairman Board, the arbitration proceedings shall be held at the place of acceptance of tender.

**21. Force Majeure.**

Force Majeure shall mean any event, act or other circumstances, not being an event, act or circumstance under the control of the Purchaser or of the Contractor Non-availability of material or of import license or of export permit shall not constitute Force Majeure. If any

reasons of Force Majeure stores cannot be delivered by the due delivery date, then the delivery date may be extended appropriately by the Purchaser keeping in view all the circumstances and requirements of the stores.

I have carefully read above conditions and accepted.

*Name and Signature  
of Authorized Officer  
on behalf of Board  
of WWB SINDH*

*Name and Signature  
of Contractor*





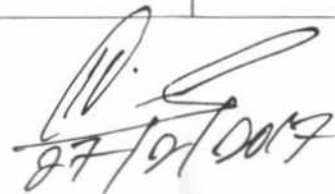
**WORKERS WELFARE BOARD SINDH  
(EDUCATION SECTION)**

ST-19, Block-6, Gulshan-e-Iqbal, Karachi, Telephone No.021-99244682 Fax No. 99244686

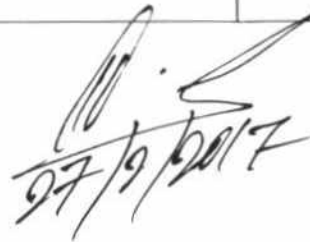
**ANNUAL PROCUREMENT PLAN FOR 2016-17**  
(Under rule 11(1) of the Sindh Public Procurement Rules 2010)

Name of the Procuring Agency: Workers Welfare Board Sindh (Education Section), Karachi.

| S. No. | Name of Procurement (Description)       | Estimated Cost (Rs.)   | Procurement Method  | Tentative date of Procurement Notice Publication | Tentative date of Award of Contract | Tentative date of Completion | Remarks (if any)                                                        |
|--------|-----------------------------------------|------------------------|---------------------|--------------------------------------------------|-------------------------------------|------------------------------|-------------------------------------------------------------------------|
| 1      | 2                                       | 3                      | 4                   | 5                                                | 6                                   | 7                            | 8                                                                       |
| 1.     | Procurement of Printing & Publication   | Under Rs.1. 5 Million  | Competitive Bidding | As and when required during 2016-17              | During 2016-17                      | 30 <sup>th</sup> June-2017   | Printing office files/letter head/ note sheets/ examination copies etc. |
| 2.     | Purchase of Furniture & Fixture         | Under Rs.16.40 Million | Competitive Bidding | September 2016                                   | October/ November-2016              | 30 <sup>th</sup> June-2017   | Purchase office and school furniture's for students                     |
| 3.     | Purchase Machinery & Equipments         | Rs.29. 53 Million      | Competitive Bidding | October-2016                                     | November/December-2016.             | 30 <sup>th</sup> June-2017   |                                                                         |
| 4.     | Repair & Maintenance of office building | Rs.2.00 Million        | Competitive Bidding | As and when required during 2016-17              | During 2016-17                      | 30 <sup>th</sup> June-2017   |                                                                         |
| 5.     | Procurement of Education Facilities     | Rs.100.00 Million      | Competitive Bidding | January-2017                                     | March-2017                          | 30 <sup>th</sup> June2017    |                                                                         |

  
27/01/2017

|    |                                                                      |                  |                     |            |           |                            |  |
|----|----------------------------------------------------------------------|------------------|---------------------|------------|-----------|----------------------------|--|
| 6. | Procurement and installation of C.C. TV Camera                       | Rs.3.00 Million  | Competitive Bidding | March-2017 | June-2017 | 30 <sup>th</sup> June-2017 |  |
| 7. | Procurement of Equipment/Training Material for Metric Tech Programme | Rs40.00 Million  | Competitive Bidding | March-2017 | June-2017 | 30 <sup>th</sup> June-2017 |  |
| 8. | Transport Facility                                                   | Rs.20.00 Million | Competitive Bidding | April-2017 | June-2017 | 30 <sup>th</sup> June-2017 |  |

  
07/9/2017