

Sindh Insurance Limited

Tender Document for Provision of Clerical & Non-Clerical Staff

SIGNATURE MEMBERS PC-ADMIN

Head of Operations (HOO) _____

Head of Finance (CFO) _____

Member-SNDB _____

Date: _____



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DEFINITIONS

“**Bid**” means a tender, or an offer by a person, consultant, firm, company or an organization expressing willingness to undertake a specified task at a price, in response to an invitation by SIL.

“**Bid with Lowest Evaluated Cost**” means the bid quoting lowest cost amongst all those bids evaluated to be substantially responsive;

“**Bidder**” means a person or entity submitting a bid;

“**Bidding Documents**” means all documents provided to the interested bidders to facilitate them in preparation of their bids in uniform manner;

“**Bidding Process**” means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract;

“**Blacklisting**” means barring a bidder, contractor, consultant or contractor from participating in any future procurement proceedings.

“**Calendar Days**” means days including all holidays;

“**Conflict of Interest**” means -

- (i) Where a contractor, contractor or consultant provides, or could provide, or could be perceived as
Providing biased professional advice to SIL to obtain an undue benefit for himself or those affiliated with him;
- (ii) Receiving or giving any remuneration directly or indirectly in connection with the assignment
Except as provided in the contract;
- (iii) Any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the SIL under the contract;
- (iv) Where an official of the SIL engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner;

“**Consultant**” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals;

“**Consulting Services**” means services of an advisory and intellectual nature provided by consultants using their professional skills to study, design, organize, and manage projects, encompassing multiple activities and disciplines, including the crafting of sector policies and institutional reforms, specialist advice, legal advice and integrated solutions, change management and financial advisory services, planning and engineering studies, and architectural design services, supervision, social and environmental assessments, technical assistance, and programme implementation;

“Contract” means an agreement enforceable by law and includes General and Special Conditions, Specifications, Drawings and Bill of Quantities;

“Contractor” means a person, firm, company or organization that undertakes to execute works including services related thereto, other than consulting services, incidental to or required for the contract being undertaken for the works;

“Corrupt and Fraudulent Practices” means either one or any combination of the practices given below;

“Coercive Practice” means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

“Collusive Practice” means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the SIL to establish prices at artificial, noncompetitive levels for any wrongful gain;

“Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

“Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

“Obstructive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

“Emergency” means natural calamities, disasters, accidents, war and breakdown of operational equipment, plant, machinery or engineering infrastructures, which may give rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to person(s), property or the environment;

“Goods” means articles and object of every kind and description including raw materials, drugs and medicines, products, equipment, machinery, spares and commodities in any form, including solid, liquid and gaseous form, and includes services identical to installation, transport, maintenance and similar obligations related to the supply of goods, if the value of these services does not exceed the value of such goods;

“Government” means the Government of Sindh;

“Head of the Department” means the administrative head of the department or the organization;

“Lowest Evaluated Bid” means a bid for goods, works and services having the lowest evaluated cost among the substantially responsive bids

“Lowest Submitted Price” means the lowest price quoted in a bid, which is otherwise not substantially responsive;

“Mis-procurement” means public procurement in contravention of any provision of Sindh Public Procurement Act, 2010, any rule, regulation, order or instruction made thereunder or any other law in respect thereof, or relating to, public procurement;

“Notice Inviting Tender” means the notice issued by a SIL through publication in the newspapers or through electronic means for the purpose of inviting bids, or applications for pre-qualifications, or expression of interests, which may include Tender Notice, Invitation for Bids, Notice for Prequalifications or Request for Expression of Interests;

“Open Competitive Bidding” means a fair and transparent specified procedure defined under these Rules, advertised in the prescribed manner, leading to the award of a contract whereby all interested persons, firms, companies or organizations may bid for the contract and includes both National and International Competitive Biddings;

“SIL” means the Sindh Insurance Limited;

“Services” means any object of procurement other than goods or works, and includes consultancy services;

“Substantially Responsive Bid” means the bid that contains no material differences or deviations from, or reservations to, the terms, conditions and specifications given in the bidding documents;

“Contractor” means a person, firm, company or an organization that undertakes to supply goods and services related thereto, other than consulting services, required for the contract;

“Value for Money” means best returns for each rupee spent in terms of quality, timeliness, reliability, after sales service, up-grade ability, price, source, and the combination of whole-life cost and quality to meet SIL’s requirements.

1 INVITATION FOR BIDS (IFB)

Sindh Insurance Limited (SIL) invites proposal from reputed vendors for the Provision of Clerical & Non-Clerical Staff in Sindh through its head office. Detail of the specifications of related services to be provided are given in the scope of work/technical specifications in Section [3] hereto.

Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the Sindh Public Procurement Rules 2010(Amended 2013) issued thereunder (“SPPRA”) which can be found at www.pprasindh.gov.pk/. For the purposes of this document, any reference to the term “Act” shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010(Amended 2013). (SPPRA) which can be found at www.pprasindh.gov.pk/

This TD includes the following Sections:

„ Instructions to Bidders (ITB) „

Scope of Work

„ Technical Proposal

„ Financial Proposal

„ Conditions of Contract

Proposals must be submitted at the below mentioned address; Yours

sincerely,

Incharge Administration
SINDH INSURANCE LIMITED
HEAD OFFICE
1st Floor, Imperial Court
Dr. Ziauddin Ahmed Road,
Karachi.

2 INSTRUCTION TO BIDDERS (ITB)

For All legal purpose, all clauses of instructions to bidders (ITB) hoisted by SPPRA on their website www.sppra.org will be taken as part and parcel of this tender document and the agreement thereof. Accordingly the bidders are advised in their own interest to go through the same meticulously as ignorance of the said ITB will not be taken as excuse to waive off any plenty or legal proceedings.

However, few important clauses of the above mentioned ITB are appended below for the guidance/perusal of the bidders.

2.1 Correspondence Address

The contact number and the correspondence address for submitting the proposals are as follow:

Incharge Administration
SINDH INSURANCE LIMITED
HEAD OFFICE
1st Floor, Imperial Court
Dr. Zia Uddin Ahmed Road,
Karachi

2.2 Eligible Bidders

All the bidders duly incorporated and based in Pakistan governed by rules, laws and statutes of Government of Pakistan and Government of Sindh shall be eligible. [SPPRA Rule 29]

2.3 Corrupt Practice

1. SIL requires that Bidders / Contractors / Contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices. [SPPRA Rule 2 (q - iii, iv)]
2. SIL will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt or has been blacklisted under the Sindh Public Procurement Rules 2010(Amended 2013), in competing for the contract in question.
3. Any false information or misstatement on the part of the vendor will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.

2.4 Preparation of Bids

2.4.1 Bidding Process

This is the **Single Stage - One Envelope Procedure**; the bid shall comprise a single package containing **ELIGIBILITY CRITERIA** (duly filled in all respect) and **FINANCIAL PROPOSAL** separately. [SPPRA Rule 46 (1-a & b)]

2.4.2 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid and SIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.4.3 Language of Bid

The bid prepared by the bidders as well as all correspondence and documents exchanged by the bidder and SIL must be written in English. [SPPRA Rule 6 (1)]

2.4.4 Financial Proposal

The Financial Proposal shall be prepared using the standard form attached, duly signed by the authorized representative of the Bidder. It should list all costs associated with the assignment including remuneration for staff, and reimbursable expenses and such other information as may be specifically requested by SIL. Alternatively, the bidder may provide his/her/its own list of costs with all items described in the Technical proposal priced separately.

2.4.5 Bid Currencies

For the purpose of comparison of bids quoted in different currencies, price shall be converted in PAK RUPEE (PKR). The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids. [SPPRA Rule 42 (2)]

2.4.6 Bid Security

The SIL shall require the bidders to furnish the Earnest Money @ 2% of Bidding cost or in shape of Pay order only favoring Sindh Insurance Limited, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the SIL reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)]

Bid Security should be enclosed with Financial Proposal. Bidders are also required to submit affidavit that the Bid Security has been attached with the Financial Proposal.

Any Bid not accompanied by an acceptable Bid Security shall be rejected by the SIL as non-responsive.

Bid security shall be released to the unsuccessful bidders once the contract will be signed with the successful bidder or the validity period has expired. [SPPRA Rule 37(2)]

The bid security shall be forfeited:

- If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form; or
- In the case of a successful Bidder, if the Bidder fails to;
 - Sign the contract in accordance with ITB Section [2.7.4]; or
 - Furnish performance security in accordance with ITB Section [2.7.5].

2.4.7 Bid Validity

Bids shall remain valid for a period of ninety (90) days, after the date of bid opening prescribed by SIL; [SPPRA Rule 38 (1)]

Whenever an extension of bid validity period is requested, a bidder shall have the right to refuse to grant such an extension and withdraw his bid and bid security shall be returned forthwith; and [SPPRA Rule 38 (6)]

Bidders who agree to extension of the bid validity period shall also extend validity of the bid security for the agreed extended period of the bid validity. [SPPRA Rule 38 (7-a)]

2.5 Submission of Bids

2.5.1 Sealing and Marking of Bids

Single Stage - One Envelope Procedure; a bid shall comprise a single package containing the FINANCIAL PROPOSAL and the Evaluation Criteria.

2.5.2 Response Time

Bidders are required to submit their Bids within fifteen (15) calendar days from the date of publication of Notice Inviting Tender as per National Competitive Bidding. Bids must be received by SIL at the address specified under ITB Section [2.1] within office hours. [SPPRA Rule 18 (2)]

2.5.3 Extension of Time Period for Submission of Bids

SIL may extend the deadline for submission of bids only, if one or all of the following conditions exist;

- Fewer than three bids have been submitted and SIL is unanimous in its view that wider competition can be ensured by extending the deadline. In such case, the bids submitted shall be returned to the Bidders un-opened; [SPPRA Rule 22 (1)]

- If the SIL is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended. [SPPRA Rule 22 (2)]

2.5.4 Clarification of Bidding Documents

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and SIL shall respond to such queries in writing within three calendar days, provided they are received at least five (5) calendar days prior to the date of opening of bid. [SPPRA Rule 23 (1)]

It should be noted that any clarification to any query by a bidder shall also be communicated to all parties, who have obtained bidding documents.

2.5.5 Late Bids

Any bid received by SIL after the deadline for submission of bids prescribed by SIL pursuant to ITB Section [2.5.2] will be rejected and returned unopened to the Bidder. [SPPRA Rule 24 (1)]. The rejection of bids received after the deadline for submission shall apply regardless of any reason whatsoever for such delayed receipt.

2.5.6 Withdrawal of Bids

The Bidder may withdraw its Technical Proposal and Financial Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by the Bidder and/or by an authorized representative, and shall include a copy of the authorization. Provided that, written notice of Withdrawal, shall be received by SIL prior to the opening of bids.

No bid shall be withdrawn in the interval between the opening of Bids and the expiration of the period of Bid validity specified in ITB section [2.4.8].

2.5.7 Cancellation of Bidding Process

1. SIL may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)]
2. SIL shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7 - 1); [SPPRA Rule 25 (2)]
3. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; [SPPRA Rule 25 (3)]
4. SIL shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds. [SPPRA Rule 25 (4)]

2.5.8 Redressal Committee

SIL has a Committee for Complaint Redressal to address the complaints of bidder that may occur during the procurement proceedings. [SPPRA Rule 31 (1)]

Any bidder being aggrieved by any act or decision of the SIL during procurement proceedings may lodge a written complaint after the decision causing the grievance has been announced. [SPPRA Rule 31(3)]

The complaint redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied, will start its working within the parameters defined in SPPRA Rule 31

SIL's Complaint Redressal Committee shall announce its decision as to the grievance within seven (7) days. The decision shall be intimated to the Bidder and the Authority within three (3) working days by SIL as per SPPRA Rule.

SIL shall award the contract only after the decision of the complaint redressal committee is received. See SPPRA Rule 31.

Mere fact of lodging of a complaint by a bidder shall no warrant suspension of the procurement proceedings. See SPPRA Rule 31

IMPORTANT

In addition to above it may be added that no complaint will be entertained unless it is:-

- a) Forwarded on company's original letter head, complete address, NTN of the company and CNIC of the complainant.**
- b) Incriminating evidence of the complaints.**

2.6 Opening and Evaluation of Bids

2.6.1 Opening of Bids by SIL

The opening of bids shall be as per the procedure set down in Section 2.4.1 dealing with Bidding Process.

2.6.2 Clarification of Bids

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids unless, SIL may, at its discretion, ask a Bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no change in the prices or substance of bid shall be sought, offered or permitted. [SPPRA Rule 43]

2.6.3 Preliminary Examination

SIL will examine the bids to determine whether the bids are complete and the documents have been properly signed and whether the bids are generally in order.

SIL may waive any minor informality; nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative

ranking of any Bidder and further provided that such waiver will be at the complete and sole discretion of SIL.

If a bid is not substantially responsive, it will be rejected by SIL and may not subsequently

be made responsive by the Bidder by correction of the nonconformity.

2.6.4 Contractor Evaluation Criteria

All bids shall be evaluated in accordance with the evaluation criteria. [SPPRA Rule 42 (1)]SIL will evaluate the bids, which have been determined to be substantially responsive and reject any proposal which does not conform to the specified requirements.

2.6.5 Eligibility/Scoring Criteria

SIL shall evaluate Technical Proposals using the following scoring criteria.

S. No.	Requisite	Total Marks	Marks Obtained	Remarks	Attachment of relevant evidence in each case is Mandatory.	Evidence attached as
1	Years in Business in relevant field	20		5 years and above	NTN Certificate / Letter of Incorporation / Company Registration Letter required to be enclosed	Annexure "A"
		15		3 years and above		
2	Average Yearly Turn Over in Last 3 Years	20		On an average of 02 M and above per year	Audit Report / Tax Return of last 3 years	Annexure "B"
		15		On an average of Upto 02 M per year		
3	Companies presently on Cliental List	35		5 and above	Award letters to be Attached duly issued.	Annexure "C"
		20		3 and above		
4	Number of Offices	25		2 and above	Attach Company Profile with mention of complete addresses and PTCL landline numbers of the Countrywide offices. No mobile numbers will be accepted	Annexure "D"
		15		01		
Total		100		QUALIFIED/DISQUALIFIED		

NOTE:

1. The tender will be dealt as per single stage one envelope method i.e. the financial and technical bids will be opened at one time and after announcing of financial bids, the contract will be awarded to a bidder who qualifies the given criteria.
 - a) Acquiring 70% or above marks in eligibility criteria.
 - b) Offered lowest evaluated financial bid.

2. There can be subsequent clarification to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on Sindh Insurance Ltd & SPPRA websites regularly.
3. Acquiring of 70% marks of the total score will make the Bidder qualify.
4. Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence in any of the requisite, no marks will be awarded.
5. After due qualification as per para 3 above, the bidder will be required to present the sample of each tender items to Procurement Committee and will only be declared finally qualified for the tender if all the presented items met the quantity standard. Further these items will be kept in the record of maintenance section and if during subsequent supply, if any deviation in standard of quality from the sample item is observed, the bidder will be issued warning and on issuance of second such warning on this account will make the bidder disqualify from the tender and also will disqualify from participation in any future tenders floated by the Sindh Insurance Ltd.

DISQUALIFICATION

The bidder will be considered disqualified prior to/during technical/financial evaluation process or after award contract if:

1. On black list of SPPRA & Sindh Insurance Ltd.
2. Issued with two (2) warning letters/emails by the Sindh Insurance Ltd in the past to the bidder for unsatisfactory performances.
3. Not GST/Income Tax Registered/ Copy of Registration Certificate with Sindh Revenue Board.
4. Alternate bid is offered.
5. Non - Attachment of Annexure "A" (With Financial Proposal) & Annexure "B"(With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
6. The qualified bidder sublets the contract in any form/stage to any other agency.
7. The tender is deposited without Tender Fee.
8. If during verification process of the client list the response by any of the bank is unsatisfactory on account of previous performance.
9. After supply, if the specification of supplied items are found different with the items produced in front of committee at the time of technical evaluation.
10. In the past, the company's agreement has been prematurely been terminated after due qualification in any of the category of the tender.

2.6.6 Discussions Prior to Evaluation

If required, prior to technical evaluation, the Bidder may seek any clarification in writing on the eligibility criteria.

2.7 Award of Contract

2.7.1 Award Criteria

Subject to ITB Section [2.7.2], SIL will award the contract to the successful Bidder, whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

2.7.2 SIL's Right to Accept Any Bid and to reject any or all Bids

SIL annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidder(s).

2.7.3 Notification of Award

Prior to the expiration of the period of bid validity, SIL will notify the successful Bidder in writing by letter or by facsimile, to be confirmed in writing by letter, that his/her bid has been accepted.

The notification of award will constitute the formation of the Contract.

Upon the successful Bidder's furnishing of the Performance Security pursuant to Section [2.7.5], SIL will promptly notify each unsuccessful Bidder and will discharge his/her bid security, pursuant to ITB Section [2.4.7].

2.7.4 Signing of Contract

Within 5 Days from the date of notification of the award the successful bidder shall furnish to SIL particulars of the person who would sign the contract on behalf of the successful bidder along with an original power of attorney executed in favour of such person.

The Contract shall be signed by the parties at Central Office SIL, Karachi, within 10 Days of award of contract.

2.7.5 Performance Security

Within 20 DAYS of receipt of the notification of award from SIL, the successful Bidder shall furnish to SIL the Performance Security of 5 % of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period. The Performance Security shall be in the form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to SIL, located in Pakistan. [SPPRA Rule 39 (1)]

Failure of the successful Bidder to comply with the requirement of ITB Section [2.7.4] shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security,

in which event SIL may make the award to the next lowest evaluated Bidder or call for new bids.

The Performance Security forms at Annexure “C” shall not be completed by the bidders at the time of their bid submission. Only the successful Bidder will be required to provide Performance Security.

The Performance Security will be discharged by SIL and returned to the Contractor not later than thirty (30) days following the date of successful completion of the Contractor’s performance obligation under the Contract.

2.7.6 General Conditions of Contract

For detailed General Condition of Contract refer to Section [6.1] of this TD.

2.7.7 Special Conditions of Contract

For detailed Special Condition of Contract refer to Section [6.2] of this TD.

2.7.8 Integrity Pact

The successful bidder shall upon the award of the contract execute an Integrity Pact with SIL. [*Specimen is attached in Annexure “D”*] [SPPRA Rule 89]

2.7.9 Non-Disclosure Agreement

The successful bidder shall upon the award of the contract execute a Non-Disclosure Agreement with SIL. [*Specimen is attached in Annexure “F”*]

3 SCOPE OF WORK / TECHNICAL PROPOSAL

Sindh Insurance Limited (SIL) requires Provision of Clerical & Non-Clerical Staff in the province of Sindh through its head office.

Contract agreement will be extended / renewed upto 3 years on mutual understanding on 10% yearly increase in service charges.

Services to be provided

- 1. Provision of Clerical Staff (expected) 10 Nos.**
- 2. Provision of Non-Clerical Staff (expected) 05 Nos.**

4 FINANCIAL PROPOSAL

PRICE SCHEDULE

(Applicable for the year 2017)

Name of Bidder _____

S. No.	Break up of payment	% age/amount
1	Services Charges (per clerical & non-clerical staff)	
2	SESSI Contribution-Mandatory deduction as per govt. rate	
3	EOBI Contribution-Mandatory deduction as per govt. rate	
4	Sindh Sales Tax Contribution-Mandatory deduction as per govt. rate	
5	Any other tax Contribution-Mandatory deduction as per govt. rate	

*NOTE; The lowest %age of service charges per staff shall be considered as lowest cost bid.
EOBI/SESSI/SALEXTAX and any other govt.deduction will be billed to SIL AT ACTUAL*

1. Expected induction of 15 employees on third party arrangement
2. Average salary per employee Rs. 25,000/- (only for calculation basis)
3. Calculation of bid security @ 2% of service charges shall be calculated as per below formulae:
Expected Salary X No. of Employees X 12 (months) X Service Charges (amount of %) X 2% =bid security.
4. The bid security is to be submitted with tender document in the shape of pay order favoring Sindh Insurance Limited.
5. In case of over writing/cutting/use of Blanco is found in the Financial Bid Document, the bid will be taken as null & void however if the figures are readable and are also duly signed, only then bid will be accepted.
6. The cost must include all taxes, stamp duties (as applicable under Stamp Act 1989) duly stamped on the contract agreement, material & labor charges.
7. Attach tax exemption certificate (if any)

We, hereby accept all the terms and conditions as given above.

(Signature of bidder with name, Designation and Company Seal)

Dated: Dated: _____

5 Contract

5.1 Conditions of Contract

5.1.1 Definitions

In this contract, the following terms shall be interpreted as indicated:

“Applicable Law” means the Sindh Public Procurement Act 2009 and the Sindh Public Procurement Rules 2010(Amended 2013).

“Procuring Agency” or “PA” means SIL Contractor.

“Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is General Conditions (GC), and the Special Conditions (SC).

“Contract Price” means the price to be paid for the performance of the Services. “Effective Date” means the date on which this Contract comes into force.

“GC” mean these General Conditions of Contract.

“Government” means the Government of Sindh.

“Currency” means Pak Rupees.

“Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.

“Party” means the PA or the Contractor, as the case may be, and “Parties” means both of them.

“Personnel” means persons hired by the Contractor or by any Sub- Contractors and assigned to the performance of the Services or any part thereof.

“SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

“Services” means the services to be performed by the Contractor pursuant to this Contract, as described in the scope of services.

“In writing” means communicated in written form with proof of receipt.

5.1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the Islamic Republic of Pakistan.

5.1.3 Notice

- Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

5.1.4 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the SIL or the Contractor may be taken or executed by the officials.

5.1.5 Taxes and Duties

The Contractor, Sub-Contractors, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

5.1.6 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

5.1.7 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 5.1.17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

5.1.8 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

5.1.9 Force Majeure

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

5.1.10 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

5.1.11 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

5.1.12 Termination

Termination by SIL

The SIL may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 5.1.10.1. In such an occurrence the SIL shall give a not less than thirty (30) days' written notice of termination to the Contractor, and sixty (60) days' in the case of the event referred to in (e).

- a. If the Contractor does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the SIL may have subsequently approved in writing;
- b. If the Contractor becomes insolvent or bankrupt;
- c. If the Contractor, in the judgment of the SIL has engaged incorrupt or fraudulent practices in competing for or in executing the Contract;
- d. If, as the result of Force Majeure, the Contractor(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days; and
- e. If the SIL, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

5.1.13 Termination by the Contractor

The Contractors may terminate this Contract, by not less than thirty (30) days' written notice to the SIL, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 5.1.10.2

- a. If the SIL fails to pay any money due to the Contractor pursuant to this Contract without Contractors fault.
- b. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

5.1.14 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 5.1.10.1 or GC 5.1.10.2, the SIL shall make the following payments to the Contractor:

- a. Payment for Services satisfactorily performed prior to the effective date of termination;
- b. except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 5.1.10.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

5.1.15 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

5.1.16 Settlement of Disputes

5.1.16.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

5.1.16.2 Arbitration

If the SIL and the Contractor fail to amicably settle any dispute arising out of or in connection with the Contract within ten (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

5.1.17 Data Ownership

The data in the implemented Computer System shall at all times remain the exclusive property of SIL. The Contractor is hereby required to transfer all necessary passwords, access codes or other information required for full access to the data to SIL upon successful commissioning of the Computer System and should not be available to any other party including the employees of the contractor.

5.1.18 Obligations of the Contractor

The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the SIL, and shall at all times support and safeguard the SIL legitimate interests in any dealings with Sub-Contractors or third Parties.

5.1.18.1 Conflict of Interest

The Contractor shall hold the SIL's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

5.1.18.2 Confidentiality

Except with the prior written consent of the SIL, the Contractor and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Contractor and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

5.2 Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

5.2.1 Performance Security

The amount of performance security shall be five (5 %) percent of the Contract Price

5.2.2 Payment

The payment to be made to the Contractor under this Contract shall be made in accordance with the payment schedule as shall be agreed between SIL and the Contractor.

5.2.3 Price

Schedule of prices shall be as fixed in the Contract.

Annexure “A”

BID SECURITY FORM

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for

KNOW ALL PEOPLE by these presents that WE [SIL] of [name of country], having our registered office at [Sindh insurance ltd] (hereinafter called “the company”), are bound unto SIL (hereinafter called “the Purchaser”) in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of ____ 2017.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraw 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 SIL during the period of bid validity:
 - a. fails or refuses to execute the Contract, if required; or
 - b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Purchaser up to the above amount upon receipt of its written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser 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 shall reach the Bank not later than the above date.

[Signature and Seal of the SIL]

Annexure “B”

PERFORMANCE SECURITY FORM

To,

Head of Administration Division
SINDH INSURANCE LIMITED
HEAD OFFICE
1st FLOOR, IMPERIAL COURT,
DR. ZIAUDDIN AHMED ROAD,
KARACHI-PAKISTAN.

WHEREAS [name of Contractor] (hereinafter called “Contractor” or “Contractor”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 2017 to _____ [details of task to be inserted here] (hereinafter called “the Contract”).

AND WHEREAS we have agreed to give the Contractor / Contractor guarantee as required pursuant to the budding document and the contract:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor / Contractor, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Contractor / Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 2017.

Signature and Seal of the Guarantors

Name of Bank

Address

Date

Annexure “C”

Schedule of Availability, Submission & Opening of Bids

For details refer to notification published on the subject matter.

Annexure “D”

Contract Agreement

CONTRACT AGREEMENT

THIS AGREEMENT is entered into at Karachi
on this the _____ day of _____, 2017

BETWEEN

M/S. _____, having its principal place of business at _____, (hereinafter referred to as “Contractor”, which expression shall be deemed to mean and include its successors-in-interest and assigns) of the First Part;

AND

SINDH INSURANCE LIMITED, a banking company incorporated under the laws of Pakistan and having its Head office at 3rd Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi-75600, Pakistan. (Hereinafter referred to as “THE BANK”, which expression shall be deemed to mean and include its successors-in-interest and assigns) of the Second Part.

WHEREAS:

“SIL” intends to acquire the services of “Contractor” for Provision of Clerical & Non-Clerical Staff (services) for its Head Office Karachi, 202 operating and 23 upcoming branches and Contractor agrees to provide the following services to the bank, as per tender opening date _____, along with Price Schedule mentioned in Financial Proposal which is attached herewith and marked as Annexure-A:

The terms and conditions are as follows:

Terms & Conditions:

- All terms and conditions of the tender document will remain part of this agreement.

Termination of Agreement by SIL:

- If two (2) unsatisfactory letters/emails are issued by SIL for unsatisfactory performance to the service provider.

Goods Faith:

- The Parties undertake to act in good faith with respect to each other's rights under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.

Settlement of Disputes:

- The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Agreement and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement or its interpretation.

- If Parties fail to amicably settle any dispute arising out of or in connection with the Agreement within (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

In witnesses hereunder both the parties have set their hands on the day and year above first mentioned.

Contractor

Signature _____

Name _____

Designation _____

Company Name _____

Address _____

Stamp

Customer Signature _____

Name

Designation

Company Name **Sindh Insurance Limited**

Address 1st Floor, Imperial Court,
Dr. Ziauddin Ahmed Road,
Karachi-Pakistan

,

Stamp

Witness:

Signature _____

Name _____

Designation _____

Address _____

Signature _____

Name

Designation

Company Name **Sindh Insurance Limited**

Address 1st Floor, Imperial Court,
Dr.Ziauddin Ahmed Road,
Karachi-Pakistan.

Witness:

Signature _____

Name _____

Designation _____

Address _____

ANNEXURE “E”

UNDERTAKING/AFFIDAVIT

To be typed on Rs.50/- Stamp Paper

AFFIDAVIT / DECLARATION

**(AS REQUIRED BY THE STATE BANK OF PAKISTAN THROUGH
BPRD CIRCULAR NO.13, DATED DECEMBER, 11, 2014)**

I, _____ S/o _____, Proprietor/Authorized
Representative/Partner/Director of M/s _____, having NTN #
_____, holding CNIC # _____, do hereby state on solemn
affirmation as under:-

1. That the above named firm/company has not been adjudged an insolvent from any Court of law.
2. That no execution of decree or order of any Court remains unsatisfied against the firm/company.
3. That the above named firm/company has not been compounded with its creditors.
4. That my/our firm/company has not been convicted of a financial crime.

That whatever stated above is true and correct as to the best of my knowledge and belief.

City: _____
Dated. _____

DEPONENT
(PROPRIETOR / REPRESENTATIVE)/DIRECTOR

Solemnly affirmed and stated by the above named deponent, personally, before me, on this _____ day of _____ 2017, who has been identified as per his CNIC.

COMMISSIONER FOR TAKING AFFIDAVIT