

**BIDDING DOCUMENT
FOR THE GROUP LIFE INSURANCE
OF BOM-SIE EMPLOYEES**



**BOARD OF MANAGEMENT
SUNDAR INDUSTRIAL ESTATE**

September, 2017

ABBREVIATION

“BOM-SIE”	Board of Management Sundar Industrial Estate
“PIEDMC”	Punjab Industrial Estates Development & Management Company
“PPRA”	Punjab Procurement Regulatory Authority
“FBR”	Federal Board of Revenue
“PRA”	Punjab Revenue Authority
“SECP”	Securities and Exchange Commission of Pakistan
“SIE”	Sundar Industrial Estate
“GoPb”	Government of the Punjab
“NTN”	National Tax Number
“WHT”	Withholding Tax
“STRN”	Sales Tax Registration Number
“GST”	General Sales Tax
“PNTN”	Punjab National Tax Number
“PST”	Punjab Sales Tax
“JV”	Joint Venture
“PKR”	Pakistani Rupees
“TOR”	Terms of Reference
“PTD”	Permanent Total Disability
“ADB”	Accidental Death Benefit
“TTD”	Temporary Total Disability
“A.H”	Accidental Hospitalization
“ITD”	Instruction to Bidders



BOARD OF MANAGEMENT SUNDAR INDUSTRIAL ESTATE



INVITATION TO BID

Board of Management Sundar Industrial Estate (BOM-SIE) is the flagship organization of Punjab Industrial Estates Development & Management Company established by the Government of the Punjab under Public Private Partnership for the planned rapid industrial growth in the province of Punjab.

1. BOM-SIE invites sealed bids from the **AA+** or above rated Insurance Companies registered with Income Tax, Sales Tax & Punjab Sales Tax Departments and who are in Active Taxpayers List of the Federal Board of Revenue, Punjab Revenue Authority and other relevant requirements as per Federal and Provincial Laws as / if applicable to similar tenders for **GROUP LIFE INSURANCE OF BOM-SIE EMPLOYEES**. Bidding shall be conducted through Open Competitive Bidding (Single Stage Two Envelope) procedure specified in Public Procurement Rules 2014 with subsequent amendments.
2. Interested eligible bidders, who must be in relevant business for last 5 consecutive years can obtain bidding documents during office hours (Monday to Friday: 9:00 a.m. to 5:00 p.m) or download from the website, sie.com.pk or ppra.punjab.gov.pk, further information or clarification can be obtained from the undersign.
3. Bid must be accompanied by 2% Bid Security of estimated price in complete conformity of the clause "Bid Security" of the prescribed bid document. Bids which are incomplete, not sealed, not signed, not stamped, without Bid Security, late or submitted by other than specified mode will not be considered. The bidders to offer their best and final prices (inclusive of all applicable taxes) as no negotiations will take place.
4. **Sealed Bids must be delivered to the office of undersign on or before 10:30 a.m. on October 05, 2017 and must be accompanied by a Bid Security as mentioned above in the form of CDR, Pay Order, Demand Draft or Banker's Cheque from a Scheduled Bank of Pakistan.**
5. **Bids will be opened in the presence of bidders' representatives who choose to attend at 12:15 p.m. in the Office of BOM-SIE, on the same date. (October 05, 2017)**
6. Taxes will be deducted as per applicable government rules. NTN, STRN, PNTN registration certificates must be provided.
7. Bid shall be cancelled if the bidder is found blacklisted by any organization at any stage during evaluation process or execution of the project.

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OFFICE

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INSTRUCTIONS TO BIDDERS (ITB)

GENERAL INSTRUCTIONS

1. **Content of Bidding Document**

The services required, bidding procedures and Contract terms are prescribed in the bidding documents. In addition to the Invitation to Bids, the bidding documents include:

- a) Instructions to Bidders (ITB);
- b) General Conditions of Contract (GCC);
- c) Special Conditions of Contract (SCC);
- d) Scope of Work;
- e) Form of Contract;
- f) Form of Performance Guarantee;
- g) Form of Bid;
- h) Price Schedule.

The Bidder is expected to examine all instructions, forms, terms and scope of work in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder's risk and may result in the rejection of its bid.

2. **Source of Funds**

Approved Budget for the purpose.

3. **Eligible Bidders**

The Bidder shall furnish as part of its Bid, document establishing the Bidder's Eligibility to Bid, as mentioned below. The Bidders that do not fulfill the following Eligibility Criteria shall automatically be deemed Disqualified:

- a) The Bidder must possess valid legal enforceable authorization to do such business in Pakistan and have a documentary proof for the required services.
- b) The Bidder must be in relevant business from last five (5) years at minimum.
- c) The Bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued / blacklisted by any Government (Federal, Provincial), a Local Body, a Public Sector Organization or any relevant department / authority of Saudi Government.
- d) The Bidder must have valid NTN & STRN registration certificates and have proof thereof.
- e) In case of Joint Venture; Names, Company Profiles, NTN & STRN registration certificates & Authorization Letter of the JV Partner on Stamp Paper shall be required.
- f) The Bidder must submit the Bid in / before specified time along with required Bid Security.

- g) The Bidder shall provide the correct information wherever required and shall refrain from providing misleading information during all stages of procurement.

4. Eligible Services

For the purpose of this clause, the term “**Services**” includes services related to Life Insurance.

5. Cost of Bidding

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

6. Clarifications

- 6.1. A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing at the Procuring Agency’s address indicated in the Invitation to Bids. The Procuring Agency shall respond in writing to any request for clarification of the bidding documents which it receives, not later than seven (7) days prior to the deadline for submission of bids prescribed in Invitation to Bids. Written copies of the Procuring Agency’s response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the bidding documents.
- 6.2. During Examination, Evaluation and Comparison of the Bids, an authorized representative of the Procuring Agency may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 6.3. The Procuring Agency will have the right to verify related information furnished within the Bid.

7. Amendment of Bidding Documents

- 7.1. At any time prior to the deadline for submission of Bids, the Procuring Agency may for any reason whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by issuing Addendum.
- 7.2. Any addendum thus issued shall be part of the Bidding Document. The Bidder shall also confirm in the Form of Bid that information contained in such Addenda have been considered in preparing his Bid.
- 7.3. To afford prospective Bidders, reasonable time in which to take an Addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

8. Qualification and Disqualification of Bidders

- 8.1. In the absence of prequalification, the Procuring Agency shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed below in ITB Clause 30.
- 8.2. An affirmative determination shall be a pre-requisite for Award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 8.3. The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Contractor's capacities may require the Contractors to provide information concerning their professional, technical, financial, legal or managerial competence.
- 8.4. The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Contractor was false and materially inaccurate or incomplete.
- 8.5. Bidders that are found to consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices shall be blacklisted.

9. Corrupt or Fraudulent Practices

The Procuring Agency requires that all the Bidders observe highest standard of ethics during the procurement and execution of such Contracts. In pursuance of Rule 20 of Punjab Procurement Rules 2014 and its subsequent amendments, if any, the Procuring Agency:

- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i. **Coercive practice** by 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;
 - ii. **Collusive practice** by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
 - iii. **Corrupt practice** by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
 - iv. **Fraudulent practice** by 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;
 - v. **Obstructive practice** by 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.

- b) shall reject a proposal for Award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Contract.

PREPARATION OF BIDS

10. Language of the Bid

The Bid prepared by the Bidder and all correspondence / documents relating to procurement exchanged by the Bidder shall be written in the English language provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an attested / signed English translation of its pertinent passages otherwise the Bidder shall be disqualified. For the purpose of interpretation of the Bid, the English translation shall govern.

11. Documents Comprising the Bid

The bid prepared by the Bidder shall comprise the following components:

- a) A Bid Form and Price Schedule completed in accordance with ITB Clause 12 and 13 (to be submitted along with financial proposal);
- b) Documentary evidence established in accordance with ITB Clause 15 that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
- c) Documentary evidence established in accordance with ITB Clause 15 that the services to be provided by the Bidder are eligible services and conform to the bidding documents.

12. Bid Form and Price Schedule

The Bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents (Annexure F), indicating the service, brief description, taxes, quantity and prices.

13. Bid Prices

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- 13.1. The Bidder shall fill up the Price Schedule indicating the unit rates and prices of the services to be performed under the Contract. Prices on the Price Schedule shall conform to total bid amount as per the Form of Bid.
- 13.2. The Bidder shall fill in rates and prices for all items / services described in the Price Schedule. Items / services against which no rates or price is entered by a Bidder will not be paid by the Procuring Agency when executed and shall be deemed covered by rates and prices for other items in the Price Schedule. The Bidder shall quote their price both in Figure and in Words.
- 13.3. The Bidder's separation of price components will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit its right to Contract on any of the terms offered.
- 13.4. Unless otherwise stipulated in the General Conditions of Contract or Special Conditions of Contract, prices quoted by the Bidder shall remain fixed during the Bidder's performance of the Contract and not subject to variation on any account. When the Bidders are required to quote only fixed prices, a Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 13.5. Any discount offered shall be valid for at least the period of validity of the Bid. A discount valid for lesser period shall be considered null and void.

14. Currency of the Bid

Prices shall be quoted in Pakistani Rupees (PKR) only.

15. Documents Establishing Bidder's Eligibility & Qualification

- 15.1. The Bidder shall furnish, as part of its technical bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 15.2. The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder at the time of submission of its bid, is an eligible as defined under ITB Clause 3.
- 15.3. The documentary evidence to be submitted in the Technical Proposal for the purposes of qualification and technical evaluation shall include:
 - a) National Tax Number (NTN) and Sales Tax Registration Number (STRN) with documentary proof shall have to be provided by the bidder(s).
 - b) The Bidder shall submit an undertaking on legal stamp paper of Rs. 100/- that their firm has not been blacklisted in the past on any ground by any Government (Federal, Provincial), a local body, a public sector organization or any relevant department / authority of Saudi Government. On account of submission of false statement, the Bidder shall be disqualified forthwith and subsequently blacklisted.

16. Documents Establishing Services' Eligibility & Conformity

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- 16.1. Pursuant to ITB Clause 11, the Bidder shall furnish along with technical proposal, as part of its Bid, documents establishing the eligibility and conformity to the bidding documents of all services which the Bidder proposes to supply under the Contract.
- 16.2. The documentary evidence of the eligibility of the services shall consist of a statement in the Price Schedule of the services offered.
- 16.3. Submission of Original Purchase Receipt of Bid.

17. Bid Security

- 17.1. Each Bidder shall furnish as part of his Bid, a **Bid Security of two percent (2%) of Estimated Price in the amount of PKR**. The Bid Security is required to protect the Procuring Agency against the risk of the Bidder's conduct which would warrant the security's forfeiture.
- 17.2. The Bid Security shall be at the option of the Bidder, in the form of CDR or P.O. in favor of BOM-SIE, valid for a period of ninety (90) days beyond the Bid validity date.
- 17.3. Any Bid not accompanied by an acceptable Bid Security, shall be rejected by the Procuring Agency as non-responsive.
- 17.4. The Bid Securities of unsuccessful Bidders will be returned upon award of Contract to the successful Bidder or on the expiry of validity of Bid Security, whichever is earlier.
- 17.5. The Bid Security of successful Bidder will be returned when the Bidder has furnished the required Performance Guarantee and signed the Contract.
- 17.6. The Bid Security may be forfeited, if a Bidder withdraws his Bid during the period of Bid validity; or if a Bidder does not accept the correction of his Bid Price in case of an error or discrepancy within the Bid.
- 17.7. The Bid Security may be forfeited in the case if a successful Bidder fails to furnish the required Performance Guarantee or fails to Sign the Contract.

18. Bid Validity

- 18.1. The Bids shall remain valid for a period of ninety (90) days after the opening of Technical Bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
- 18.2. The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity. Such extension shall not be for more than the period equal to the period of the original bid validity.
- 18.3. Bidders who,

- a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids, if any.

19. Requirements for Joint Ventures

- 19.1. At least one of the partners of JV shall satisfy the relevant capabilities specified under ITB Clause 3 and 4 herein above.
- 19.2. All firms comprising the JV, must be legally constituted and must meet the Eligibility Criteria under Clause 3 above.
- 19.3. All the partners of JV shall at all times and under all circumstances be liable jointly and separately to the Procuring Agency for execution of entire Contract in accordance with the Contract's terms & conditions; a statement to this effect shall be included in the Form of Contract (in case of a successful Bidder).
- 19.4. The Form of Bid and the Form of Contract (in case of Successful Bidder); shall be signed so as to legally bind on all the Partners.
- 19.5. One of the JV Partners shall be nominated as being in-charge and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the JV Partners.
- 19.6. The partner-in-charge shall be authorized to incur liabilities, receive payments & receive instructions for and on behalf of any or all Partners of the JV.
- 19.7. A copy of the Contract entered into by the JV Partners shall be submitted with Bid stating conditions under which it will function, its period of duration, persons authorized to represent and obligate it; and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the JV, the proportionate participation of several firms forming JV and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the JV Contract shall be agreed to between the JV without prior written consent of the Procuring Agency.

20. One Bid per Bidder

Alternative bid is not allowed and each Bidder shall submit only one Bid either by himself or as a Partner in a JV. A bidder who submits or participates in an alternative bid or more than one bid then the bidder will be considered as non-responsive.

21. Submission of Bids

- 21.1. The bid shall be typed and shall be signed by the Bidder or Lead Bidder (in case of JV) or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid.
- 21.2. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

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21.3. All bidding documents to be duly attested (signed and stamped) by the authorized person of bidder or Lead Bidder.

22. Form of Bid & Signing

22.1. Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

22.2. No alteration is to be made in the Form of Bid as well as the Price Schedule except in filling up the blanks as directed. If any alteration is made or if these instructions be not fully complied with, the Bid may be rejected.

22.3. The Bid shall be signed by a person or persons duly authorized to sign. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the Bidder to act for and on behalf of the Bidder. All pages of the Bid shall have initials and be stamped by the person or persons signing the Bid.

22.4. The Bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Procuring Agency, or as are necessary to correct errors made by the Bidder; in that case, such corrections shall have initials by the person or persons signing the Bid.

22.5. The Bidders shall indicate in the space provided in the Form of Bid their full and proper address at which notices may be legally served to them and to which all correspondence in connection with their Bids and the Contract is to be sent.

22.6. Bidders should retain a copy of the Bidding Documents as their file copy.

23. Sealing and Marking of Bid

23.1. The Bid shall be separated into two parts; the **“Technical”** and the **“Financial”**.

23.2. The Bid shall be comprising required documents including Schedules and Forms as stated in this Bidding Document shall be marked and inserted in separate envelopes. These three envelopes shall be inserted within a larger envelope suitably marked and addressed as per the below Sub-Clauses.

23.3. The inner and outer envelopes shall be addressed to **Asst Manager CS & HR, Gate # 2, Sundar Industrial Estate, Sundar Road, Lahore**; bear the Bid Name and Bid Opening Date; provide a warning **“not to open before the time and date of Bid opening”**.

23.4. The Bid shall be delivered in person or sent by registered mail at the address as mentioned above.

23.5. In addition to the identifications required, the inner envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared **“Late”**.

23.6. If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

24. Deadline for Submission of Bid

- 24.1. Bids must be submitted by the Bidder at the address under ITB Clause 23.3, not later than the time and date stipulated in this Bidding Document.
- 24.2. The Bidders shall bear all the expenses incurred in preparation and delivery of the Bid.
- 24.3. Where delivery of a Bid is by Mail and the Bidder wishes to receive an acknowledgment of receipt of such Bid, he shall make a request for such acknowledgment in a separate letter attached to but not inserted within the sealed Bid package.
- 24.4. Upon a separate written request, acknowledgment of receipt of Bids will be provided to those making delivery in person or by messenger.
- 24.5. Bids submitted through Telegraph, Telex, Fax or E-mail shall not be considered.
- 24.6. The Procuring Agency may at its discretion, extend the deadline for submission of Bids by issuing an Addendum through the PPRA website and on newspapers (if deemed necessary).

25. Late Bids

- 25.1. Any Bid received by the Procuring Agency after the deadline for submission of Bids will be returned unopened to such Bidder and the Bid will be considered rejected.
- 25.2. Delays in the mail, delays of person in transit or delivery of a Bid to the wrong office shall not be accepted as an excuse for failure to deliver a Bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his Bid will be accomplished either in person, by messenger or by mail.

26. Modification, Substitution and Withdrawal of Bids

- 26.1. Any Bidder may modify, substitute or withdraw his Bid after Bid submission provided that modification, substitution or written notice of the withdrawal is received by the Procuring Agency prior to the deadline for submission of Bids.
- 26.2. The modification, substitution or notice for withdrawal of any Bid shall be prepared, sealed, marked and delivered in accordance with the provisions under ITB Clause 23 with outer and inner envelopes additionally marked "**Modification**", "**Substitution**" or "**Withdrawal**", as appropriate.
- 26.3. Withdrawal of a Bid during the interval between deadline for submission of Bids and expiration of the period of Bid validity specified in the Form of Bid may result in forfeiture of the Bid Security.

THE BIDDING PROCEDURE

27. Single Stage Two Envelopes Bidding Procedure

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- 27.1. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- 27.2. The envelopes shall be marked as “**Technical Proposal**” and “**Financial Proposal**” in bold and legible letters to avoid confusion;
- 27.3. Initially, only the envelope marked “**Technical Proposal**” shall be opened;
- 27.4. The envelope marked as “**Financial Proposal**” shall be retained in the custody of Procuring Agency without being opened;
- 27.5. The Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;
- 27.6. During the technical evaluation no amendments in the technical proposal shall be permitted;
- 27.7. The financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance.

BID OPENING AND EVALUATION

28. Bid Opening

- 28.1. A committee consisting of nominated members of the Procuring Agency shall open the Bids in the presence of Bidders’ representatives who choose to attend at the time, date and location stipulated in this Bidding Document.
- 28.2. The Bidders’ representatives who are present, shall sign the Attendance Sheet / Register evidencing their Attendance.
- 28.3. The Bidder’s name, bid prices, unit rates, any discount, Bid Modifications, Substitutions and Withdrawals; the presence or absence of Bid Security and such other details as the Procuring Agency will be announced by letter at the Bid Opening.
- 28.4. Any Bid Price or Discount which is not read out and recorded at Bid opening due to any reservations as stated within this Bidding Document will not be taken into account in the evaluation of Bid.
- 28.5. Discounts offered for lesser period than the Bid validity shall not be considered in evaluation.

29. Clarification of Bids

During evaluation of the bids, the Procuring Agency may; at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of Bid like indication or re-indication of services / facilities etc. shall be sought, offered, or permitted.

30. Examination of Bids & Determination of Responsiveness

Prior to detailed evaluation of the Bids, pursuant to the eligibility / qualifications criteria, the Procuring Agency will examine the Bids to verify:

- a) The Bid is complete and does not deviate from the scope.
- b) That the Bid does not contain any computational errors.
- c) The required sureties have been furnished.
- d) The documents have been properly signed.
- e) The Bid is valid till required period.
- f) Completion period offered is within specified limits.
- g) The Bidder is eligible to Bid and possesses the requisite experience.
- h) The Bid does not deviate from basic technical requirements and the Bids are generally in order.
- i) Furthermore, a Bid is likely not to be considered, if:
 - i. It is unsigned or its validity is less than specified.
 - ii. It is submitted for an incomplete or partial scope or if it exceeds the scope of work.
 - iii. It indicates completion period longer than the specified.
 - iv. It indicates that the amount of taxes and / or other applicable duties are not included.
- j) A Bid will strictly not be considered, if:
 - i. It is not accompanied with the Bid Security or it is submitted by a Bidder who has participated in more than one Bid.
 - ii. It has been received after the deadline for submission of Bids.
 - iii. It has been submitted through Fax, Telex, Telegram or Email.
 - iv. It indicates that the prices quoted are not firm during currency of the Contract whereas the Bidders are required to quote fixed price(s).
 - v. The Bidder refuses to accept arithmetic corrections.
 - vi. The Technical and / or Financial Bids are materially and substantially different from the conditions / Scope of Work and other requirements of the Bidding Document.
- k) A material deviation or reservation is one which affects in any substantial way to the scope, quality or performance of the works such as below:
 - i. Which limits in any substantial way, inconsistent with the Bidding Document, the Procuring Agency's or the Bidder's obligations under the Contract; or whose rectification / adoption would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
 - ii. The Procuring Agency's determination of a Bid's responsiveness will be based on contents of the Bid itself without recourse to extrinsic evidence.
 - iii. A Bid determined as substantially non-responsive, will be rejected and will not be subsequently made responsive by the Bidder by correction of the non-conformity.
 - iv. Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by the Procuring

Agency, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

31. Extension of Period Validity

In exceptional circumstances prior to expiry of original Bid validity period, the Procuring Agency may request the Bidders to extend the period of validity for a specified additional period which shall in no case be more than the original Bid validity period. The request and responses there to shall be made in writing. A Bidder may refuse the request without forfeiture of his Bid Security. A Bidder agreeing to the request will be required to extend the validity of his Bid Security for the period of extension; in that case, the Procuring Agency will be obligated to compensate the Bidders upon substantiation for their increase in costs (if it is a fixed price Bid).

32. Correction of Errors

Arithmetical errors will be rectified if there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity. The unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures, the amount in words shall prevail. If there is a discrepancy between the total Bid price entered in Form of Bid and the total shown in Price Schedule, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Price Schedule.

33. Evaluation of Bids

Bid will be scrutinized as per the conditions of Evaluation Criteria of this Bidding Document through **Least Cost Based Selection**, the successful Lowest Evaluated Bidder shall be awarded the Contract.

34. Evaluation Criteria

For the purposes of determining the Lowest Evaluated Bid, factors other than price such as previous performances, previous experience, facilities, financial soundness and such other details as the Procuring Agency at its discretion, may consider appropriate shall be taken into consideration and these should be available with the bidder. The following evaluation factors / criteria will be employed on **Technical Proposals**.

- a) The bids conforming to the requirements and pre-requisite conditions indicated in Scope of Work and evaluation criteria shall be considered for financial evaluation.
- b) The technical evaluation of bids will be carried out as per below Evaluation Criteria.
- c) The bid must comply with the technical specifications and scope of work provided in the bidding document, procured in person from the procuring agency as well as advertised document and must quote every single item in

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- complete package(s). Incomplete offer will straightaway be rejected.
- d) Submission of valid legally enforceable authorization letter.
 - e) The Procuring Agency has the right to inspect the premises of bidder to ensure the services.
 - f) An undertaking from bidder on Stamp Paper Rs. 100/- stating that their firm is not blacklisted by any of the Federal and Provincial Government or organizations of the State / Central Government in Pakistan or any relevant department / authority of Saudi Government..
 - g) The offer will be considered as responsive if it fully meets the Bid Requirement and Scope of Work. The offer which will not be as per requirement of Bid and Scope of Work is to be declared as non-responsive. The offer which contains the minor deviations from the Scope of Work and the deviations would not have any kind of effect on the quality of services will be declared as substantially responsive, this need to be determined by the Technical Evaluation Committee. The offers which are declared as Responsive and Substantially Responsive will be considered as equivalent for the onward proceedings of Bid.
 - h) Bidders are required to submit the information in following format along with documentary evidence as under.

BASIC INFORMATION

Sr	Particulars
1.	Name of the Company
2.	Contact Person Name CNIC Contact Number Email
3.	Contact Person Name CNIC Contact Number Email
4.	Bid Signing Authority Name CNIC Address Contact Number Email Power of Attorney (Please Attach)
5.	Registration Details NTN STRN Bank Account Details

EVALUATION CRITERIA

The Financial Bid of only those Bidders will be opened who qualify the following Evaluation Criteria against the Bid. The Financial Bid of disqualified / non-compliant Bidders, will be returned unopened.

Technical Evaluation Criteria				
S. No.	Descriptions	Total Points	Categorized Points	Remarks (Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded)
1	Experience	30		
	Above 10 years experience of providing life services.		10	Documentary proof (copies of contract or work order or contact details of clients) should be furnished.
	7 to 10 years or above experience of providing life services.		5	
	Providing life services to at least 5 major companies		10	
	Providing life services to less than 5 major companies		0	
	Providing life services in at least 5 major cities of the province.		10	
	Providing life services in less than 5 major cities of the province.		0	
2	Financial Capability	20		
	Annual turnover should be greater than 100 million		20	Financial audit report done by registered auditing firm
	If less than 100 million but greater than 50 million		15	
	If less than 50 million but greater than 25 million		10	
	If less than 25 million but greater than 10 million		5	
	If less than 10 million		3	
3	Company			

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	Offices in all Provinces including Capital territory and AJ&K. If fulfils the complete description.	10		Company profile showing the complete list of offices with addresses and contact details. Or complete list of offices with addresses and contact
	If only in four Provinces		7	
	If only in three Provinces		3	
	If less than Three		0	head with sign and stamp by
4	Banks on panel, if more than 10	5		
	If more than 5		3	
	If 2 and above		1	
	If only 1 or none		0	
5	Insured individuals if more than 200,000	10		on company letter head with sign and stamp by authorities
	If more than 150,000		7	
	If more than 100,000		3	
	If less than 100,000		0	
6	Life staff	10		
	Total number of Employees held with the company in total. 100 or above		10	on company letter head with sign and stamp by authorities
	From 75 to 99		7	
	From 50 to 74		5	
	From 25 – 49		3	
7	Quality Management			
	Doctors working with company, if ten or more	10		Details on company letter head with sign and stamp by authorities
	If five or more		7	
	If three		5	
	If less than three		0	
	24 hour help line	5		Details on company letter head with sign and stamp by authorities.
	Less than 24 hours		0	

Total Points Awarded (100)			

35. Award Criteria

The Contract will be awarded to technically responsive bid with lowest evaluated cost.

36. Announcement of Evaluation Report

The Procuring Agency shall announce the results of Bid Evaluation Report giving justification for acceptance or rejection of bids at least ten (10) days prior to the award of the Contract.

37. Right to Reject all Bids

The Procuring Agency may reject all Bids or Proposals at any time prior to the acceptance of a Bid or Proposal. No negotiations with the Lowest Bidder or any other Bidder shall be permitted.

38. Notification of Award

Prior to expiration of the period of Bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful Bidder in writing (through a "Letter of Acceptance" or similar means) that his Bid has been accepted. The successful Bidder will start the execution immediately as per the Contract.

- a) Letter of Acceptance and its acceptance by the Bidder will constitute the formation of Contract, binding the Procuring Agency and Bidder till signing of the formal Contract.
- b) Upon furnishing of a Performance Guarantee by the successful Bidder, the Procuring Agency will promptly notify the other Bidders that their Bids have been unsuccessful and return their Bid Securities.

39. Sufficiency of Bid

Each Bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates & prices entered in the Price Schedule. Except in so far as it is otherwise expressly provided in the Contract; the rates & prices entered in the Price Schedule shall cover all his obligations under the Contract and all matters / things necessary for the services and the proper completion of works.

40. Performance Guarantee

The successful Bidder shall furnish to the Procuring Agency, a Performance Guarantee in the form and the amount stipulated in the Schedule of Performance

Guarantee within a period of thirty (30) days after the receipt of Letter of Acceptance or the Bid Security may also be converted in to the Performance Guarantee.

41. Signing of Contract

44.1. Within fifteen (15) days from the date of furnishing of acceptable Performance Guarantee under the conditions of Contract; the Procuring Agency will send to the successful Bidder the Form of Contract provided in the Bidding Document duly filled in and incorporating all Contracts between the parties for signing & return it to the Procuring Agency.

44.2. The formal Contract between the Procuring Agency and the successful Bidder shall be executed within fifteen (15) days of the receipt of such Form of Contract by the successful Bidder from the Procuring Agency.

42. General Performance of the Bidders

The Procuring Agency reserves the right at the time of award of Contract, to increase or decrease the number of persons to be insured specified in the Price Schedule without any change in the unit price or other terms & conditions.

43. Instructions not Part of Contract

The Bid shall be prepared and submitted in accordance with these instructions, which are provided to assist the Bidders in preparing their Bids and do not constitute the part of Contract.

44. Local Conditions

The Bidder must verify and supplement by his own investigation for the information about site and local conditions.

45. Additional Contract Documents

The documents which will be included in the Contract are listed in the Form of Contract set out in the Bidding Document.

46. Process to be Confidential

49.1. No Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of Bid opening to the time the Contract is awarded.

49.2. Any effort by a Bidder to influence the Procuring Agency in Bid comparison and selection or Contract award decisions may result in rejection or cancellation of the Bid.

47. Re-Bidding

If the Procuring Agency rejects all bids in pursuant to ITB Clause 40, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement.

DATA SHEET

1. Name and Address of the Procuring Agency

Board of Management Sundar Industrial Estate, Gate #2, Sundar Industrial Estate, Sundar Road, Lahore.

2. Name of the Project

Group Life Insurance of BOM-SIE Employees for the period of one year (extendable with mutual consent).

3. Time Limit for Clarification

The Bidder may request clarification of the Bidding Document in written, until the Bid opening date.

4. Period of Bid Validity

Ninety (90) days from the date of Bid opening.

5. Name and Number of the Contact Person

Mr. Muhammad Zohaib (Asst. CS) 0320-5400519.

6. Deadline for Submission of Bids

October 05, 2017 on or before 10:30 p.m.

7. Venue, Time and Date of Bid Opening

Conference Room, BOM-SIE Office, Gate #2, Sundar Industrial Estate, Sundar Road, Lahore at 12:15 p.m. on October 05, 2017.

8. Standard Form and amount of Performance Guarantee

Ten percent (10%) Performance Guarantee of the project cost.

9. Time for Completion

All the work shall be completed within ten (10) days from the date of Contract Award or specified within Contract.

10. Estimated Cost

Estimated Cost of the project is PKR 210,000 that shall serve as basis of calculating Bid Security.

11. Responsiveness of Bids

Responsiveness of Bids shall be ascertained as per Instruction to Bidders as well as the conditions below:

- a) The Bid is valid till the required period.
- b) The Bid prices are firm during currency of Contract.
- c) Completion period offered is within specified limits.
- d) The Bidder is eligible to Bid and possesses the requisite experience.

- e) The Bid does not deviate from Basic Requirements.
- f) The Bids are generally in order.

12. Documents forming the Contract listed in the Order of Priority:

- a) Contract.
- b) Data Sheet.
- c) Letter of Acceptance.
- d) Addenda (if any).
- e) General Conditions of Contract (if any).
- f) Special Conditions of Contract (if any).
- g) Scope of Work (if any).
- h) Schedules to Bid.

13. Penalty Fee for Late Completion

If the Bidder is unable to deliver the required services as per Scope of Work for reasons other than permissible in the Conditions of Contract, a Penalty Fee Rs 1,000/- per day will be charged till the completion date.

14. Currency

Payment of Contract Price shall be in PKR.

GENERAL CONDITIONS OF CONTRACT

1. Definition

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

“Bidding Documents” means a document or a set of documents prescribing the quantity, quality, characteristics, conditions and procedures of the transactions prior to the actual procurement and based on which Bidders prepare their Bids.

“Bidding Process” means the procurement procedure under which sealed Bids are invited, received, opened, examined and evaluated for awarding a Contract.

“Bid Security” means the bank guarantee or other form of security submitted by a Bidder together with a Bid to secure the obligations of the Bidder participating in a Bidding proceedings.

“Commencement Date” means the date mentioned within the Contract when it comes into effect or any other date agreed between the Parties.

“Contract” means the agreement proposed to be entered between the procuring agency and the successful Bidder.

“Contractor” means a person, firm, company or an organization who or which undertakes to supply goods, services or works and includes a consultant.

“Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site including overheads and similar charges.

“Country” means the Islamic Republic of Pakistan.

“Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.

“Party” means either the Procuring Agency or the Contractor.

“Performance Guarantee” means the bank guarantee or other form of security submitted by the Contractor to secure obligations under the Contract in accordance with the requirement in the Bidding Document.

“Procuring Agency” means Board of Management Sundar Industrial Estate.

“Services” means any object of procurement other than goods or works.

“Scope of Work” means the Procuring Agency’s requirements mentioned in this document.

“Time for Completion” means the time for completing the Works as stated in this document since the Commencement Date.

“Works” means any or all the works whether Consultancy, Supply, Installation, Construction etc and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

“Variation” means a change to the Scope of Work and / or Drawings (if any) which is instructed by the Procuring Agency.

2. General Provision

a) Interpretations

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

b) Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in Data Sheet.

c) Law

The law of the Contract is the relevant law of the country.

d) Statutory Obligations

The Contractor shall comply with the laws of the country and shall give all notices, pay all fees & other charges in respect of works.

3. The Procuring Agency

a) Procuring Agency’s Instructions

The Contractor shall comply with all instructions given by the Procuring Agency in respect of works including the suspension of all or part of works.

b) Approvals

No approval or consent or absence of comment by the Procuring Agency shall affect the Contractor’s obligations.

4. Procuring Agency’s Representatives

a) Authorized Person

One of the Procuring Agency’s personnel shall have authority to act for him. This authorized person is stated in this Bidding Document, or as otherwise notified by the Procuring Agency to the Contractor from time to time.

b) Procuring Agency's Representative

The name and address of Procuring Agency's Representative shall be provided to the Contractor from time to time. However, the Contractor shall be notified by the Procuring Agency, the delegated duties and authority before the commencement of works.

5. The Contractor

a) General Obligations

The Contractor shall carry out the works properly and in accordance with the Contract.

b) Contractor's Representative

The Contractor shall submit to the Procuring Agency for consent, the name and particulars of the person authorized to receive instructions on behalf of the Contractor.

c) Subcontracting

The Contractor shall not Subcontract the whole of works or any part of works without the consent of the Procuring Agency.

d) Performance Guarantee

The Contractor shall furnish to the Procuring Agency within ten (10) days after receipt of Letter of Acceptance, a Performance Guarantee of ten percent (10%) in the form of Bank Draft or Bank Guarantee for the amount and validity specified in the Bidding Document.

6. Force Majeure

Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Contractor shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

7. Procuring Agency's Risks

The Procuring Agency's Risks are:

- a) War, Hostilities (whether war be declared or not), Invasion and Act of Foreign Enemies, within the Country.
- b) Rebellion, Terrorism, Revolution, Insurrection, Military or Usurped Power or Civil War, within the country.
- c) Riot, Commotion or Disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Subcontractors affecting the site and / or the works.
- d) Pressure waves caused by Aircraft or other aerial devices travelling at sonic or supersonic speeds.
- e) Use or occupation by the Procuring Agency of any part of the works except as may be specified in the Contract.
- f) Design of any part of the works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible.
- g) Physical obstructions or physical conditions other than the climatic conditions encountered on the site during the performance of works, which obstructions or conditions for which the Contractor immediately notified the Procuring Agency through written letter.

8. Variations and Claims

a) **Right to Vary**

The Procuring Agency may instruct Variations.

b) **Valuation of Variations**

Variations shall be valued at a lump sum price agreed between the Parties, or where appropriate, at rates in the Contract, or in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which at appropriate new rates, as may be agreed or which the Procuring Agency considers appropriate.

c) **Early Warning**

The Contractor shall notify the Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the works, or which may give rise to a claim for additional payment. To the extent that the Contractor's failure to notify results to the Procuring Agency being unable to keep all relevant records or not taking steps to minimize any Delay, Disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension to the time for completion or additional payment shall be reduced / rejected.

d) **Valuation of Claims**

If the Contractor incurs cost as a result of any of the Procuring Agency's risks, the Contractor shall be entitled to the amount of such cost. If as a result of any Procuring Agency's risk, it is necessary to change the works; this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to

the Procuring Agency within fifteen (15) days of the occurrence of cause.

e) Variation and Claim Procedure

The Contractor shall submit to the Procuring Agency an itemized detail of the value of variations and claims within fifteen (15) days of the instruction or of the event giving rise to the claim. The Procuring Agency shall check and if possible agree to the value. In the absence of Contract, the Procuring Agency shall determine the value.

9. Contract Price and Payment

8.1. The Insurer shall be providing all necessary supporting documents along with invoice. The insurer shall submit an Application for Payment of Premium to BOM-SIE.

8.2. The Application for payment shall be accompanied by such invoices, receipts or other documentary evidence as the Insurer may require; state the amount claimed; and set forth in detail.

- a. In the order of the price schedule, particulars of the Services and subsequent to the period covered by the last proceeding Payment; if any
- b. BOM-SIE shall pay the premium verified within thirty (30) days in PAK Rupees, through cheque after completion of the task.

10. Default

a) Default by Contractor

If the Contractor abandons the works, refuses or fails to comply with a valid instruction of the Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further fourteen days, terminate the Contract.

b) Default by Procuring Agency

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the Default. If the default is not remedied within 24 hours after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty-eight days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty-one days, terminate the Contract. The Contractor shall then demobilize from the Site.

c) Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

d) Payment upon Termination

Upon termination, the Contractor shall be entitled to payment of the unpaid balance of value of the works executed and of the materials reasonably delivered to the Site, adjusted by the following:

- i. Any sums to which the Contractor is entitled under Sub-Clause 10d.
- ii. Any sums to which the Procuring Agency is entitled.
- iii. Any penalty fee payable due to late completion of project not subject to any other provisions and exemptions provided within the Contract.
- iv. If the Procuring Agency has terminated under Sub-Clause 12a or 12c, the Procuring Agency shall be entitled to a sum equivalent to 20% of the value of parts of works not executed at the date of termination.
- v. If the Contractor has terminated under Sub-Clause 12b or the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to 10% of the value of parts of works not executed at the date of termination.
- vi. The net balance due shall be paid or repaid within ninety (90) days of the notice of termination.

11. Resolution of Disputes

a) Procuring Agency's Decision

The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.

In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration.

[Full name & address of the arbitrator]

or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties

b) Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Procuring Agency or if no

decision is given within the time set out in Sub-Clause 15b, the Party may give notice of dissatisfaction referring to this Sub-Clause within fifteen (15) days of receipt of the decision or expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Procuring Agency is revised by an Arbitrator.

c) Arbitration :

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in this Bidding Document and in language specified in Data Sheet.

12. Blacklisting

The following shall result in Blacklisting of Contractors, individually or collectively as part of consortium:

- a) Conviction for Fraud, Corruption, Criminal Misappropriation, Theft, Forgery, Bribery or any other Criminal Offence;
- b) Involvement in Corrupt and Fraudulent practices while obtaining or attempting to obtain the Contract;
- c) Final decision by a Court or Tribunal of competent jurisdiction that the Contractor is guilty of tax evasion;
- d) Willful failure to perform in accordance with the terms of one or more than one Contract;
- e) Failure to remedy underperforming Contracts, as identified by the Procuring Agency, where underperforming is due to the fault of the Contractor.

SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract shall be concluded between the Procuring Agency and the successful bidder as per specific requirement of the specific Product. In case where there is a conflict between the general conditions of the contract and the special conditions of contract, the special condition of contract shall prevail.

1. Every page of this Bidding Document should be signed and sealed by the Bidder.
2. All / any terms and conditions not specified here shall be dealt regarding the pertinent Punjab Procurement Rules.
3. Tax will be deducted at the rate prescribed under the Tax Laws of the country from all payments for the services; and if the Contractor is exempted from any specific tax then it is requested to provide the relevant documents with the proposal.
4. Technical Evaluation carried out by the Committee formulated by Procuring Agency, shall be final.

FORM OF BID SECURITY

(BANK GUARANTEE)

Guarantee No _____

Executed On _____

Name of Guarantor (Bank) with Address:

_____ Name of Principal (Bidder) with

address: _____ Penal Sum of Security (express

in words and figures): _____ Bid Reference No:

_____ Date of Bid: _____

KNOW ALL MEN BY THESE PRESENT, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The "Procuring Agency") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered dated as above for _____ (Particulars of Bid) to the said Procuring Agency.

AND

WHEREAS, the Procuring Agency has required as a condition for considering said Bid that the Principal furnish a Bid Security in the above said sum to the Procuring Agency, conditioned as under:

1. That the Bid Security shall remain valid for a period of thirty (30) days beyond the period of validity of the Bid;
2. That in the event of;
 - a) The Principal withdraws his Bid during the period of validity of Bid.
 - b) Failure of the successful Bidder to:
 - Furnish the required Performance Guarantee.
 - Sign the proposed Contract.

Then the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful Bidder's failure to perform.

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NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Procuring Agency in accordance with his Bid as accepted and furnish within the allotted time of his being requested to do so, a Performance Guarantee with good and sufficient surety , as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract and to furnish the requisite Performance Guarantee within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Guarantor (Bank) _____

Witness 1

1. Name:
2. Title:

Witness 2

1. Name:
2. Title:

FORM OF PERFORMANCE GUARANTEE

(On Non Judicial Stamp Paper of the Government of Pakistan of appropriate value)

**To: Asst. Manager CS & HR
Board of Management
Sundar Industrial Estate**

Guarantee No: _____ Date of Issue: _____

Date of Expiry: _____ Amount Secured: _____

WHEREAS _____ (hereinafter called “the Contractor”) has undertaken in pursuance of Contract to execute _____
_____ (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated in the said Contract that the Contractor shall furnish a Bank Guarantee by a recognized bank for the sum specified therein as security for the compliance with his obligations in accordance with the Contract.

NOW THEREFORE, we (the bank) _____ hereby affirm that we are the Guarantor and responsible, on behalf of the Contractor, up to a total of Rs _____ (Rupees _____ only) such sum being payable in the types and proportions of such currencies in which the Contract Price is payable, and we undertake to pay, upon first written demand and without cavil or argument, any sum or sums within the limits of Rs _____ (Rupees _____ only) as aforesaid without needing to prove or to show grounds or reasons for demand of the sum specified therein.

We hereby waive the necessity of demanding the said debt from the Contractor before presenting us with the demand.

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We further agree that no change or addition to or other modification of items of the Contract or of the work to be performed thereunder or any of the Contract Documents which may be made between the Procuring Agency and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect up to the date of issuance of Taking Over Certificate or Works i.e up to _____.

We further agree to replace this guarantee with a Fresh Guarantee sixty (60) days prior to the date of expiry of the guarantee being replaced for an amount equivalent to 50% of the amount of Performance Guarantee valid from the date of issuance of Taking Over Certificate up to ninety (90) calendar days after issuance of a Defects Liability Certificate, if so required by the Procuring Agency within the Contract. If the guarantee is not replaced thirty (30) days prior to the expiry of this guarantee, the Procuring Agency shall have the right to call for encashment without any rhyme or reason.

(Guarantor) Bank

Date _____

UNDERTAKING

Non Judicial Stamp Paper of Rs 100/- of the Government of Pakistan

I / we read / understand the conditions specified in the Bid inquiry and undertake:

1. That I / we shall remain bound to supply any item as an additional quantity at the same rate on which I / we have supplied said item/services during the Contract period.
2. That I / we agree whether our Bid accepted for total, partial or enhanced quantity for all or any single item.
3. I / we also agreed to supply and accept the said item at the rates for the supply of Contracted quantity within the stipulated period shown in the Contract.
4. I / we undertake that, if any of the information submitted in accordance to this Bid inquiry found incorrect, our Contract may be cancelled at any stage on our cost and risk.
5. I / we undertake that I / we have never been blacklisted in past on any ground by any Government (Federal, Provincial), a local body or a public sector organization or any relevant department. On account of submission of false statement I /we shall be disqualified forthwith and subsequently blacklisted.

Bidder

Date _____

FORM OF BID

Date: _____

**To: Asst. Manager CS & HR
Board of Management
Sundar Industrial Estate**

Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract and other sections within the aforementioned document for Group Life Insurance of BOM-SIE Employees one year (extendable with mutual consultation) and complete the services with remedy for any defects therein in conformity with the General and Special Conditions of Contract, Scope of Work and other details for the sum of Rs. _____ or such other sum as may be ascertained in accordance with the said conditions. We agree that the BOM-SIE reserves the right to reject all Bids at any stage without assigning any reason as per Public Procurement Rule.

We also understand that the selection of the Bidder shall be as per the Evaluation Criteria clearly mentioned within this Bidding Document, the purpose of which is to maximize the value for money for the Procuring Agency.

Bidder

FORM OF CONTRACT

(The successful Bidder shall fill in this form in accordance with the instructions indicated)

This CONTRACT is made on the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

Board of Management Sundar Industrial Estate, a semi-government organization having its office at Gate #2, Sundar Industrial Estate, Sundar Road, Lahore. (hereinafter called “the Procuring Agency”), and

AND

[insert name of Contractor], a corporation incorporated under the laws of Pakistan and having its principal place of business at [insert: address of Contractor] (hereinafter called “the Contractor”).

WHEREAS the Procuring Agency has planned for Group Life Insurance of BOM-SIE Employees for the period of one year (extendable with mutual consent).

AND WHEREAS the Contractor is in the business of Life Insurance to provide services for Group Life Insurance of BOM-SIE Employees for the period of one year (extendable with mutual consent) with have 5 years standing experience and has been selected in open bidding process by the Procuring Agency, in the sum of [insert Contract Price in words and figures, expressed in the Contract Currency] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In case of dispute the matter shall be resolved through arbitration nominated each by both parties, their findings shall be binding on both the parties otherwise the matter shall be referred to an empire mutually appointed by both the parties whose findings shall be final.
2. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
3. The following documents shall constitute the Contract between the Procuring Agency and the Contractor, and each shall be read and construed as an integral part of the Contract:
 - a) This Contract
 - b) Special Conditions of Contract
 - c) General Conditions of Contract

BIDDING DOCUMENT FOR THE GROUP LIFE INSURANCE | BOM-SIE 2017

- d) Scope of Work
 - e) The Contractor's Bid and Original Price Schedules
 - f) The Procuring Agency's Notification of Award
1. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
 2. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to provide the Services.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with the laws of [insert the name of the Contract governing law country] on the day, month and year indicated above.

(Procuring Agency)

(Contractor)

Witness 1

1. Signature
2. Name
3. Title

Witness 2

1. Signature
2. Name
3. Title

PRICE SCHEDULE

1. PREAMBLE TO PRICE SCHEDULE

The Price Schedule shall be read in conjunction with the Conditions of Contract and Data Sheet. The Contract shall be for the whole of the Work as described in this Bidding Document. The Bidding Document must be for the complete Scope of Works.

Name of Bidder _____

Bid Number & the name of the Bid _____

Sr	Particular	Unit Price	Qty	Total
Total				

Sign and Stamp of Bidder _____

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

SCOPE OF WORK

1. Lives Coverage

The lives covered under Life Insurance will be of following:

- a) **Current Employees**

2. Details of Plans for Life Insurance

Category	Allocation Of Grades	Qty.	COVERAGE LIMITS				
			Life Coverage	PTD (ACC)	A.D.B	A.H (ACC)	TTD
A	Grade 9 - 5	21	400,000	400,000	400,000	400,000	10,000/- PM
B	Grade 4 – 1	115	300,000	300,000	300,000	300,000	
<p>Note: Include the followings</p> <ol style="list-style-type: none"> 1. Total Numbers of Persons covered up to 65 years 2. 24 Hours Coverage worldwide 3. Terminal Illness 							