

# TENDER DOCUMENTS

## *Annual Group Life Insurance of BOM-SIE Employees*

### Board of Management Sundar Industrial Estate

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**Issued To M/s .....**

**For any clarifications:**

*HOD - HR*

Phone # 042-35297291-93

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## **Section-I: INVITATION FOR BIDS**

**TENDER ADVERTISEMENT****SUBJECT: ANNUAL GROUP LIFE INSURANCE OF BOM-SIE EMPLOYEES**

- Sundar Industrial Estate intends to invite sealed bids for **Annual Group Life Insurance of BOM-SIE Employees** against an estimated expenditure of **PKR 796,985** /-which may increase by 15% according to requirement if later arises. All prospective bidders who are registered with Securities & Exchange Commission of Pakistan (Insurance Division, Minimum AA rated by PACRA/JCR-VIS and Income Tax, Sales Tax Departments of Federal Government and Punjab Revenue Authority shall be eligible to apply. Punjab Procurement Act 2009 and Punjab Procurement Rules 2014 amended up to date shall be the operating law / rules.
- The bidding process shall be open bidding competition under **Single stage One envelope Procedures**.
- All the prospective bidder interest to participate in the bidding process either can acquire the bidding document directly from Board of Management Sundar Industrial Estate of PROCURING AGENCY on payment of Rs. 1000/- (non-refundable) in the form of Bank Draft/Pay Order issued by any schedule Bank of Pakistan in favor of **Board of Management of Sundar Industrial Estate (BOMSIE)** during working hours (from 09 AM to 05 PM) Monday to Friday from the office of BOMSIE. The document can also be downloaded from the website [www.sie.com.pk](http://www.sie.com.pk) or from [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk). In case the bid document is downloaded from aforementioned websites it will not be accepted unless it carries the required payment pay order or bank draft in original.
- All bids prepared in accordance with the requirement of bid document along with the bid security @ 2% (**Rs. 15,940/-**) in the form of CDR/Pay order/Bank draft issued by a schedule bank in Pakistan in favor of **Board of Management of Sundar Industrial Estate (BOMSIE)** valid for a period of 180 days beyond the bid validity in the form of bid validity on or before (**18 Jan, 2023**) (12:00 hrs) which shall be opened on the same date on or after (**18 Jan, 2023**) (12:30 hrs).
- In case of official holiday or any local holiday falling on last submission date the next working day will automatically be the last date of submission and opening of the bid.
- The bidder shall also be required to submit an undertaking on Rs. 100 stamp paper along with the bid document that it has neither been blacklisted by any Government owned institutions or he has not gone into court against any such order.
- The prospective bidders requiring any further information or clarification regarding the bidding document may contact the PROCURING AGENCY designated officer in writing or by visiting at the following address. Board of Management, Sundar Industrial Estate Gate no 02 Raiwind Road Lahore. **Contact no. 042-35297291-3 Mobile no. 0317-9998143 Email [Info@sie.com.pk](mailto:Info@sie.com.pk).**
- **NOTE:** Only those requests seeking information / clarification pertaining to the aforementioned procurement process / bidding documents which are received 7 Days prior to the deadline for the submission of the bid shall be responded.

**HOD-HR**

Board of Management  
Sundar Industrial Estate

## 2. INSTRUCTIONS TO BIDDERS

### 2.1. Scope

Provision of Annual Group Life Insurance to all BOMSIE employees (both on regular strength and on contract basis if terms and conditions of their appointment so requires) including serving BOMSIE on deputation basis from Federal / Provincial Government.

### 2.3. Eligibility Criteria

All prospective bidders who are registered with SECP, Income Tax, Sales Tax Departments of Federal Government and Punjab Revenue Authority shall be eligible to apply.

All prospective bidders shall be required to submit an affidavit on legal stamp paper that neither they have been blacklisted during the last 03 years by any of the public sector organization in Pakistan nor they have gone into court against any such order.

### 2.4. Operating Laws / Rules

Public Procurement Regulations Authority Rules 2014 shall be the Operative Law which shall be strictly followed and can be downloaded from PPRA website.

### 2.5. Publication Mode

**PPRA website, print media and BOMSIE website:** As per Rule 12(1), this Tender is being placed online at PPRA's website, BOMSIE website as well as being advertised in print media.

The prospective bidders can download the Tender from PPRA's website ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)) and BOMSIE's website (<http://www.sie.com.pk>).

### 2.6. Cost of Bidding Document

The prospective bidder can acquire the bidding document on payment of fee Rs. 1000/- (non-refundable) in the form of Bank Draft or Pay Order from any schedule Bank of Pakistan in favor of "**Board of Management – Sundar Industrial Estate**" on any working day (Monday to Friday) during office hours or may download the same from BOMSIE's website.

### 2.7. Bidding Procedure

**Single Stage – One Envelope Bidding Procedure** as stipulated under Rule 38(1) of PPRA Rules 2014 shall be applied.

### 2.8. Opening of the Bid

**a) Submission and Opening of Bid:** The last date for submission of bid shall be **18<sup>th</sup> Jan, 2023 by 12:00 PM.**

**b)** All bids submitted shall be opened after 30 Minutes of the submission time on the submission date and venue.

#### **NOTE:**

- BOMSIE shall not be responsible for any cost or expense incurred by a bidder in connection with the preparation or delivery of bid.
- Incomplete and overwritten bids will be rejected forthwith.
- BOMSIE in terms of Rule 35 of PPRA Rules 2014 reserves the right in its full discretion to revoke the bidding process and reject all the bids or proposals at any time prior to the acceptance of a bid.
- In case of official holiday or any local holiday falling on last submission date the next working day will automatically be the last date of submission and opening of the bid.

## 2.9. Assurance

The successful bidder shall be required to submit performance guarantee amounting to **10%** of the contract value in the form of CDR issued by any scheduled bank of Pakistan in favour of Board of Management – Sundar Industrial Estate.

## BIDDING DOCUMENTS

### 2.10. Contents of Bidding Document

The required bidding procedures involved and contract terms and conditions are prescribed in the bidding documents. In addition to the invitation of bids, the bidding documents include:

- a) Instructions to bidders
- b) Technical Specifications
- c) Bid Form
- d) Schedules:
  - Schedule – A: Conditions of Contract
  - Schedule – B: Price Schedule
- e) Bid Security Form
- f) Performance Security Form
- g) Form Of Contract Agreement
- h) Appendices

The bidder is required to examine all instructions, forms, terms and specifications stipulated in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not substantially responsive to the bidding documents in any respects may result in rejection of the bid.

### 2.11. Clarification of Bidding Document

The prospective bidders requiring any further information or clarification regarding the bidding document may contact the BOMSIE designated officer in writing or by visiting at the following address:

**HOD-HR, BOM SIE**  
**Gate#2, Sundar Industrial Estate, Lahore**  
**TEL: +92-42- E-mail: [info@sie.com.pk](mailto:info@sie.com.pk)**

**NOTE:**



- All those requests for seeking information / clarification pertaining to the aforementioned procurement process / bidding documents which are received at least 07 days prior to the deadline for the submission of the bid shall be responded.

## 2.12. Amendment in Bidding Documents

- a) At any time prior to the deadline for submission of bid, BOMSIE, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, may modify the bidding document through amendment.
- b) The amendment made shall be part of the bidding document and shall be made available for information of all the prospective bidders in a timely and on equal opportunity basis in a manner similar to that of the original advertisement through addendum / corrigendum.
- c) In order to afford the prospective bidder reasonable time in which to take the amendment into account in preparing its bid, BOMSIE may, at its discretion, extend the deadline for the submission of bid.

## BID PREPARATION

### 2.13. Language of Bid

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Client shall be written in the English language. Any printed literature furnished by the bidder if written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

### 2.14. Documents Comprising the Bid

The evaluation of bid submitted shall be inclusive of, but not limited to, the following documents:

#### a. Bid Form

The bidder shall complete the bid form in accordance with **clause 2.15**.

#### b. Price Schedule

The bidder shall complete the stipulated price schedule provided in the bidding documents for one or all the services as mentioned therein in accordance with **clauses 2.16 & 2.17**.

#### c. Bid Security

The bidder shall furnish the bid security in accordance with **clause 2.18**.

### 2.15. Bid Form

The bidder shall complete the bid form duly signed by the authorized personal along with the stamp of the bidder's organization and all the schedules provided in the bidding documents.

## 2.16. Bid Prices

- a) The bidder shall complete the (Schedule B & Annexure-B) for all or any one of the services on which he or it intends to quote rate as per the instructions contained in this document.
- b) Prices quoted in the price schedule for the services intended to be provided shall be entered in the following manner:
  - i. The price of the services will be quoted for Lahore and out of Lahore separately.
  - ii. Bidder shall quote rate for one or more services in (Schedule-B & Annexure-B) and shall right nil against services not quoted.
  - iii. The blank or partially / conditionally filled document of any service shall be considered non-competitive for the specific service.
  - iv. The price is to be submitted in Pak Rupee (PKR) only and shall be inclusive of all state taxes (Federal / Provincial). Any price quoted inadvertently not including any of the state taxes shall be deemed to have included all the taxes. The onus of non-inclusion of any of the state taxes shall fall on the bidder.
- c) Prices quoted by the bidder shall remain fixed and operative/valid until completion of the contract, and will not be subject to variation or modification on account of escalation or change in the state taxes.

## 2.17. Bid Currencies

Prices shall be quoted in Pak Rupee (PKR).

## 2.18. Bid Security

- a) Pursuant to clause **2.14(c)**, the bidder shall furnish as part of its bid, a bid security equal to **PKR 15,940/-** (2% of the estimated expenditure) in the form of CDR/Demand Draft/Pay Order issued by any scheduled bank of Pakistan having validity of 90 days, in favor of **Board of Management, Sundar Industrial Estate**.
- b) All unsuccessful bidder's bid security will be released and returned after award of the contract.
- c) The successful bidder security will be returned after the receipt of performance guarantee prior to the execution of the contract.
- d) **The bid security maybe forfeited:**
  - i. If the bidder withdraws its bid during the period of bid validity specified in the bidding documents.
  - ii. if the bidder fails:
    - To furnish the performance security within the specified time.
    - To sign the contract in accordance with **clause 2.33**.

## 2.19. Bid Validity

- a) The bid shall remain valid for **180 days** from the closing date of bid submission as stipulated in the bidding document.
- b) Notwithstanding **clause 2.19(a)** above, BOMSIE may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be

made in writing on either side in any communication medium. If the bidder agrees to the extension request, the validity of the bid security under **clause 2.18(a)** shall also be extended accordingly. The bidder may refuse the request, in that case forfeiture of bid security shall not be affected and the bidder will not be required or permitted to modify its bid.

#### **2.20. Format and Signing of Bid**

- a) The Bidder shall be required to submit duly filled and signed original bidding documents.
- b) Only prescribed bid form and schedule shall be used and not to be retyped. The original bid shall be signed by the bidder or a person duly authorized to sign on behalf of the bidder. Such authorization shall be supported by written power of attorney accompanying the bid. All pages of the bid where entries and amendments have been made shall be initialed by the authorized person signing the bid. The prices quoted in numbers shall also be given in words and in case of any dispute the prices quoted in words shall be preferred.
- c) The bid shall contain no interlineation, erases or overwriting except as necessary to correct errors made by the bidders, in which case such corrections shall be initialed by the bidder or authorized person signing the bid.

#### **2.21. Sealing and Marking of Bid**

- a) The bidder shall seal his bid clearly and legibly marked as **Bid for provision of Group Life Insurance for the employees of Sundar Industrial Estate (BOMSIE)**.
- b) The sealed envelope shall be submitted on the following address and shall only be accepted on production of copy of CDR/Demand Draft/Pay Order amounting to **PKR 15,940/-** on account of bid security:

**Sundar Industrial Estate  
Gate#2, Sundar Industrial Estate, Lahore**

- c) The envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case of delayed submission.
- d) Bids sent electronically shall not be entertained.

#### **2.22. Deadline for Submission of Bids**

- a) The original bid must be received by BOMSIE authorized officer / employee at the time specified in **clause 2.8** above.
- b) BOMSIE may at its discretion, extend the deadline for the submission of its bid by amending the bidding document in accordance with the **clause 2.12** in which case all rights and obligations of BOMSIE and bidders subject to previous deadline will thereafter be subject to the deadline as extended.

#### **2.23. Delayed Bid**

The bids received by BOMSIE after prescribed date and time shall be rejected forthwith and returned to bidder unopened however any bid received after the closing time but prior

to opening of the bids shall to the entire discretion of the Procuring Officer will be accepted or rejected.

#### **2.24. Modification and Withdrawal of Bid**

- a) The bidder may modify or withdraw its bid after submission of the bid through a written notice for modification or withdrawal and the same is received by BOMSIE prior to the last date of submission of bid.
- b) No bidder shall be allowed to alter or modify the bid after the closing date for the submission of the bid.
- c) A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in vogue at the time of issuance of notice for invitation of bid.

### **OPENING AND EVALUATION OF BIDS**

#### **2.25. Opening of Bid**

- a) The bid shall be opened, on the same date one hour after the bid submission closing time in the presence of bidders or their representatives who choose to be present at the time and date specified in **clause 2.8(a)**, in the office of BOMSIE at the address given in **clause 2.21(d)**. The bidders or their representatives present at the occasion shall be required to mark their attendance as evidence to bear witness to the bid proceedings.

#### **2.26. Clarification of Bids**

To assist in the examination, evaluation and comparison of bid, BOMSIE may at its discretion ask the bidder for clarification of its bid. All responses to such requests shall be in writing and no change in the price or substance of the bid shall be allowed.

#### **2.27. Determination of Responsiveness of Bid**

- 1) Prior to carrying out detailed evaluation and scrutiny of the bid, all bids shall be examined to determine the substantial responsiveness of the bid to the prerequisites mentioned in the bidding documents. A substantially responsive bid shall be the one which:
  - a. Meets the eligibility criteria specified in **clause 2.3**.
  - b. Has been properly signed on the bid form.
  - c. Is accompanied by the required securities and such securities are valid covering the required period.
  - d. The technical specifications should meet the major technical criteria as specified in technical specifications / technical bid form of this document.
  - e. Fixed price i.e., the bid does not offer a scalable price quotation
  - f. Is otherwise complete and generally in order.
  - g. Conforms to all the terms, conditions and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one that:
    - i. Affects any substantial change in scope, quality or performance of the services or

- ii. Limits in any substantial way, inconsistent with the requirement of the bidding document, the client rights or the bidder's obligation under the contract.
- 2) The bidder's responsiveness shall be based on the contents of the bids itself without recourse to extrinsic evidence.
- 3) The bid determined as not substantially responsive shall be rejected by BOMSIE and shall not be allowed to be made responsive subsequently by the bidder by correction, modification or withdrawal of the nonconforming deviation or reservation.
- 4) BOMSIE possesses the right to waive any minor infirmity / non-conformity / irregularity in the bid.

#### **2.28. Evaluation and Comparison of Bid**

BOMSIE in terms of **clause 2.27** will evaluate and compare the bids previously determined to be substantially responsive.

#### **2.29. BOMSIE's Right to Accept or Reject the Bid**

BOMSIE in terms of Rule 35 of PPRA Rule 2014 reserves the right to reject all the bids and annul the bidding process at any stage of bidding process prior to the award of the contract without thereby incurring any liability to the bidder or any obligation to inform the bidder(s) as to justification for such rejection.

### **AWARD OF CONTRACT**

#### **2.30. Post-qualification and Award Criteria**

- a) BOMSIE will determine at its satisfaction whether the bidder has offered the services at reasonable prices consistent with the current prevailing market prices and is qualified to satisfactorily perform the contract.
- b) An affirmative determination will be prerequisite for award of the contract to the bidder. Any negative determination will result in the rejection of the bidder's bid. BOMSIE will award the contract to the bidder if its bid has been determined to be substantively responsive to the bidding documents and consistent with the current market prevailing prices as determined by BOMSIE provided further the bidder is determined to be qualified to satisfactorily perform the contract.

#### **2.31. Right to Vary Quantities at The Time of Award**

BOMSIE reserves the right to increase or decrease the quantum of the services to be procured up to **15%** at the time of award of contract without any change in unit price or other terms and conditions.

#### **2.32. Notification of Contract Award**

- a) Prior to the expiration of the period of bid validity, BOMSIE will notify the bidder in writing by registered letter that its bid has been accepted. Such correspondence shall be termed as **LETTER OF ACCEPTANCE**.
- b) The notification of award of contract shall constitute the formation of contract until the contract has been affected.

**2.33. Signing of Contract**

- a) After the acceptance of performance security by BOMSIE, the successful bidder shall be sent a formal agreement format (already provided in the bid document) incorporating all the terms and conditions therein.
- b) Within 03 days of receipt of such formal agreement signing call, the bidder / service provider shall be required to sign the same and return it to BOMSIE.

**2.34. Performance Security**

Upon receipt of letter of acceptance from BOMSIE, the successful bidder shall be required to deposit **10%** of the contract value as **performance security** in the form of CDR issued by any scheduled bank of Pakistan in favor of Board of Management Sundar Industrial Estate.

**2.35. Income Tax, General Sales Tax and Services Tax**

BOMSIE may carry out verification to confirm the veracity of declaration of the bidder of being registered with Income Tax, Sales Tax Departments and Punjab Revenue Authority.

**2.36. Blacklisting**

- a) If the bidder fails / delays in performance of any of the obligations, under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract, BOMSIE may in terms of Rule 20/21 of PPRA Rules 2014, at any time, without prejudice to any other right of action / remedy, blacklist the bidder, either indefinitely or for a stated period, for future participation in procurement processes in public sector.
- b) If the bidder is found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, BOMSIE may in terms of Rule 20/21 of PPRA Rules 2014, at any time, without prejudice to any other right of action / remedy, blacklist the bidder, either indefinitely or for a stated period, for future participation in procurement processes in public sector besides BOMSIE may simultaneously get a case register against the bidder under section 420,468,469 of PPC Act 1860.

**2.37. Forfeiture of Performance Security**

If the bidder fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract, BOMSIE may, without prejudice to any other right of action / remedy may forfeit Performance Security of the Bidder. Failure to supply required services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

**2.38. Termination for Default**

- a) If the contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract, BOMSIE may, at any time, without prejudice to any other

right of action / remedy it may have, by written notice served upon the contractor with a copy to the Client, indicating the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the contractor. Provided, that, if the procuring agency condition the termination with some timeline to remove the default, the termination shall automatically start activated without any notice on or after expiry of such timeline.

- b) If BOMSIE terminates the Contract for default, in whole or in part, BOMSIE may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar to those undelivered, and the contractor shall be liable to BOMSIE for any excess costs for such similar Services / Works. However, the contractor shall continue performance of the Contract to the extent not terminated in case of part termination.
- c) If the contractor becomes bankrupt or otherwise insolvent, BOMSIE may, at any time, without prejudice to any other right of action / remedy may have, by written notice served upon the contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the contractor.
- d) BOMSIE may, at any time, by written notice served upon the contractor, terminate the Contract, in whole or in part, for its convenience, without any compensation to the contractor.

### **2.39. Force Majeure**

- a) The contractor shall not be liable for Liquidated Damages (LD), forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent its failure / delay in performance / discharge of obligations under the Contract whatever the status be, is the result of an event of Force Majeure.
- b) If a Force Majeure situation arises, the Bidder shall, by written notice served to BOMSIE, indicate such condition and the cause thereof. Unless otherwise directed by BOMSIE in writing, the contractor shall continue to perform 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.

### **2.40. Dispute Resolution**

BOMSIE and the bidder shall make every effort to amicably resolve, by direct informal negotiation, any dis-agreement or dispute arising between them under or in connection with the Contract. In case of failure, the decision of BOMSIE shall be final and binding on both the parties.

### **2.41. Statutes and Regulations**

- a) The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
- b) The contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Federal, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep BOMSIE indemnified against all penalties and liability of any kind for breach of any of the same.

- c) Subject to Section 56(d) of Specific Relief Act 1877, The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

**2.42. Taxes and Duties**

The Bidder shall be entirely responsible for all taxes, duties and other such levies imposed, make inquiries on Income Tax / Sales Tax and Services Tax to the concerned authorities of Income Tax, Sales Tax Department, Punjab Revenue Authority Government of Pakistan and Government of the Punjab, whatever so applicable.

**2.43. Contract Cost**

The Bidder shall bear all costs / expenses associated with the preparation of the Contract and BOMSIE shall in no case be responsible / liable for those costs / expenses.



### 3. APPENDIX – A “Scope of Work / Technical Specifications (Details)”

1. **Death Benefit:** if any employee dies while insured under the policy the insurer will pay the amount of group insurance/ death benefits equal to the amount given below for which the employee is insured under the policy:

#### SCOPE OF WORK

##### Lives Coverage

The lives covered under Life Insurance will be of following:

##### a) Current Employees

##### Details of Plans for Life Insurance

Category	Allocation Of Grades	Qty.	COVERAGE LIMITS				TTD
			Life Coverage	PTD (ACC)	A.D. B	A.H (ACC)	
B	Grade 10 - 5	47	600,000	600,000	600,000	600,000	25,000/- PM
C	Grade 4 – 1	218	500,000	500,000	500,000	500,000	

Note: Include the followings

1. Total Numbers of Persons covered up to 65 years
2. 24 Hours Coverage worldwide
3. Terminal Illness

2. Postretirement Benefit: group life coverage will be extended to the retired employees up to the age of 65, death and disability both included, without any condition and additional payment.

5. In case an employee dies as a result of an injury caused solely by violence, external and accidental means and provided such death occurs within 90 days of the accident solely as a result

of the same injury and not as an indirect result of any fit, physical defect, illness or disorder, the company concerned to whom the contract will be awarded will be liable to pay an amount equal to sum assured as shown in the above mentioned schedule.

1. Total permanent disability benefit.
2. Permanent partial disability benefit.
3. Partial temporary disability benefit
4. Additional benefits(s) can also be offered
5. Firms offering additional benefits will be given preference.

**Note:**

The total number of employees is approximately 265. This number can increase or decrease.

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#### **4. APPENDIX – B “Mandatory Requirements”**

BOMSIE invites sealed bids from financially sound firms /organizations (hereinafter called Insurance Company) registered with sales tax, income tax departments and Punjab Revenue Authority having National Tax Number (NTN) for provision of **Group Life Insurance Policy** to its employees.

**The insurance companies fulfilling criteria may participate in the bidding process.**

- Certificate of Registration with Securities & Exchange Commission of Pakistan (Insurance Division).
- Minimum AA rated by PACRA/JCR-VIS
- Minimum 03 years of experience of handling Group Life Insurance services in local / international organization of similar case.
- GST and Income Tax and Services Tax registered company.
- Tender Purchase Receipt.

#### **FINANCIAL EVALUATION:**

- a) Prices quoted shall remain valid for a period of 180 days from the closing date of submission of proposal.
- b) All prices must be quoted in Pak Rupees and shall be inclusive of all applicable state taxes etc. If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes. Any subsequent change in tax regime would be adjusted accordingly
- c) BOMSIE possess the right to increase or decrease the number of Staff members / employees up to 30% as a result of new induction or Current no. of employees is attached as Appendix-C.

#### **TERM OF CONTRACT**

- The contract period will be for **1 year** and BOMSIE shall pay the premium annually with the **same terms and conditions**.

**MODE OF PAYMENT**

The Insurer shall be providing all necessary supporting documents along with invoice. i.

The Insurer shall submit an Application for Payment of premium to BOMSIE.

- 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) BOMSIE shall pay the premium verified within thirty (30) days. In Pak. Rupees through Authorized bank after completion of the task.

**5. APPENDIX-C “List of Employees”**

Sr	Description	Quantity
1	<b>Group Life Insurance Coverage</b> Life Coverage, Permanent Total Disability (PTD)/ACC Temporary Total Disability (TTD) Accidental Death Benefit (ADB) Accidental Hospitalization (AH)/ACC	265

1. Details regarding Age groups shall be provided only if deemed necessary.
2. In order to acquire details of Employees, the bidder or its Authorized Person shall submit the request in writing to BOMSIE.

**6. Schedules****Schedule – A “Conditions of Contract”**

For ease of reference, certain information and conditions of contract applicable to the contract are set forth here under:

1. The successive bidder shall deposit 10% performance Security in the form of CDR issued by any scheduled bank of Pakistan.
2. Services to be delivered as required and within the time period determined by the BOMSIE.
3. Any delay in delivery may be liable to a penalty of up to 10% of the contract price.
4. Each bidder should propose the level and extent of warranty that would be associated to the services being procured.

**Schedule – B “Prices Schedule / Financial Bid”**

1. The total bid price shall include all applicable taxes and leviable duties and charges up to the delivery point and other services to be provided under the contract.
2. Where no prices are entered against any item, the price of that item shall be deemed to be nil and can be considered that the bidder shall provide that service / item free of cost or as may specifically mention.
3. The rate can be quoted for single item or all of the items and contract will be awarded accordingly.
4. The proposal or bid should include the suggested terms of payment and full breakdown of all cost.

**Bid Security Form**

The total bid security amounting to Rs \_\_\_\_\_ (Rs in words)  
Rs \_\_\_\_\_ (only)(fixed) in shape of CDR issued by (Name of Bank /  
Branch) \_\_\_\_\_ is attached in accordance with clause 2.18 of the  
Instruction to Bidder for the services quoted to be rendered.

Signature of the Bidder

---

**Performance Security Form**

To: **HOD-HR,**  
**BOM-SIE.**

Whereas (Name of the Bidder) \_\_\_\_\_ herein after called "The Bidder" has undertaken, in pursuance of "Invitation to Bid for Group Life Insurance" procurement of following:

1. (Please insert details) (please insert detail} (Herein after called "The Contract")

And **whereas** it has been stipulated by BOMSIE in the contract that the bidder shall furnish to BOMSIE in CDR issued by a scheduled bank of Pakistan for the sum specified therein as performance security for compliance with the bidder's performance obligations in accordance with the contract; **and whereas** we the Bidder have agreed to provide the guarantee in the shape of performance security therefore we the Bidder hereby affirm and furnish the required performance security in the form of CDR to BOMSIE on behalf of bidder amounting to Rs.\_\_\_\_\_ (Amount of guarantee in words and figures). We undertake to allow the BOMSIE to en-cash the CDR in case of any default on the part of bidder in execution of contractual obligations without BOMSIE needing to prove or to show grounds or reasons for such encashment.

Office stamp of the Bidder  
Signatures \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_

**Form of Contract Agreement**

This agreement made on \_\_\_\_\_ day of \_\_\_\_\_ 2022 between Sundar Industrial Estate (Herein after called BOMSIE) of the one part and \_\_\_\_\_ of \_\_\_\_\_ (herein after called

**Bidder) NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:**

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the condition of contract herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, was:
  - (a) The BOMSIE notification to the bidder of award of contract (Letter of Acceptance);
  - (b) The form of bid and the price schedules submitted by the bidders;
  - (c) The General conditions of contract;
  - (d) The schedule to bid (Other than price schedule);
  - (e) Appendix to bid; (f) Specifications; (g) Drawings if any.

This contract shall take precedence over all other contract documents. In the event of any discrepancy or inconsistency within the contract document, then the documents shall prevail in the order listed above.

In consideration of the payments to be made by the BOMSIE to the bidder as indicated in this agreement, the bidder hereby covenants with the BOMSIE to provide the “**SERVICES**” and to remedy the facts therein conformity in all respects with the provision of the contract.

\_\_\_\_\_

This contract agreement is for reference only; format, and terms and conditions of finally executed contract agreement are subject to change.

The BOMSIE covenants to pay the bidder in consideration of the provision of “Satisfactory Services” and remedy the defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed any the bidder.

**IN WITNESS** the parties hereto have caused this agreement to be executed in accordance with the laws of Pakistan on the day, month and year indicated above.

Signature of the Bidder                      Signature of the Authorized person of BOMSIE

\_\_\_\_\_

Signed, Sealed and Delivered in the presence of:

Witness

Witness

\_\_\_\_\_

\_\_\_\_\_

(Name, Title and Address)

(Name, Title and Address)

## **FINANCIAL REQUIREMENTS**

Following information to be provided by the bidder for its financial evaluation.

1. Evidence of financial capability of the bidder which shall be to the satisfaction of the BOMSIE and may include:

- a. Latest audited balance sheet and financial statements for last three (03) years.
- b. OR Credit worthiness report, name of bank(s) where the bidder has business account(s), verified bank statement(s) for last twelve (12) months.

An affidavit stating that the bidder has not been blacklisted by any Public Sector Organization of Pakistan (in case of a foreign company, such evidence to be provided for relevant country of operation/registration also).



## 7. Annexures

### ANNEXURE – A “Certificate”

(To be submitted on Affidavit).

1. We, hereby confirm to have read carefully all the Clauses of the advertised Tender Notice dated \_\_\_\_\_, for the provision of **Group Life Insurance for Board of Management Sundar Industrial Estate, Lahore**. We hereby agree to abide all the Instructions, Terms & Conditions mentioned in the Tender Notice and Tender/Bidding Documents.
2. That if any of the information submitted in accordance to this Tender / Bidding Document is found incorrect, our Contract if awarded, may be cancelled at any stage on our own cost and risk.

<b>Name</b>	
<b>In the Capacity of</b>	
<b>Signature</b>	
<b>Duly authorized to sign the Bid for and on behalf of</b>	
<b>Stamp</b>	
<b>Date</b>	
<b>Contact Number</b>	
<b>E-Mail Address</b>	

**ANNEXURE – B “Financial Proposal”**

(To be submitted on Company Letterhead)

**Price Schedule for Services**

Name of Bidder \_\_\_\_\_ Bid Reference Number \_\_\_\_\_

<b>Sr. No.</b>	<b>Description Of Works / Services</b>	<b>No. of Employees</b>	<b>Total Price Including all Taxes</b>
1.	<p style="text-align: center;"><b>Group Life Insurance</b></p> <p>Life Coverage, Permanent Total Disability (PTD)/ACC Temporary Total Disability (TTD) Accidental Death Benefit (ADB) Accidental Hospitalization (AH)/ACC</p>	265	
<b>Total Amount (Including all Taxes)</b>			

Amount in Words:

Note:-

- Prices should be inclusive of all govt. duties and taxes.
- Prices should be in Pakistan Rupees.

Sign /Stamp .....

To: **HOD-HR,**  
**BOM-SIE.**

[Location, Date]

Dear Sir,

We, the undersigned, offer to provide the (Insert title of assignment) in accordance with your Request for Proposal No. \_\_\_\_\_ dated (insert date). Our attached Proposal is for the sum of (insert amount in words and figures). This amount is inclusive of all taxes.

Our Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e., before the date indicated in \_\_\_\_\_ of the Proposal Data Sheet.

We also declare that the Government of Pakistan / Punjab has not declared us blacklisted on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

**ANNEXURE – C “Format for Covering Letter”**

To: **HOD-HR,**  
**BOM-SIE.**

[Location, Date]

Subject: \_\_\_\_\_

Dear Sir,

Having examined the tender document and annexures we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per Price Schedule.

- A. We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- B. We agree to abide by this proposal for the period of days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- C. We agree to execute a contract in the form to be communicated by the\_(insert name of the Purchaser)\_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- D. We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

---

Authorized Signatures with Official Seal

**INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY**

To be executed by an authorized representative of the bidder.

- A. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- B. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- C. In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

**ANNEXURE – D “Format for Power-Of-Attorney”****POWER OF ATTORNEY  
(On Stamp Paper of relevant value)**

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 21

For \_\_\_\_\_

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney) Date:

**ANNEXURE – E “Undertaking”**

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 21

Signature

(Company Seal)

\_\_\_\_\_  
In the capacity of

Duly authorized to sign bids for and on behalf of:

**ANNEXURE – F “(Integrity Pact)”**

(To be submitted on legal stamp paper)

We (Name of the bidder / supplier) being the first duly sworn on oath submit, that Mr. / Ms. (if participating through agent / representative) is the agent / representative duly authorized by (Name of the bidder company) hereinafter called the Bidder to submit the attached bid to the (Name of the Purchaser). Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the (Name of the Purchaser) any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

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

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

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

\_\_\_\_\_  
Signature & Stamp Subscribed and sworn to me this            day of            21 Notary

Public



## 8. General Conditions of Contract

<b>1.1 Definitions</b>	<p>1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> <li>a) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;</li> <li>b) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;</li> <li>c) "Government" means the Government of Pakistan;</li> <li>d) "GCC" means the General Conditions of Contract contained in this section.</li> <li>e) "SCC" means the Special Conditions of Contract.</li> <li>f) "Party" means the BOMSIE or the Insurance Company, as the case may be, and "Parties" means both of them;</li> <li>g) "Personnel" means persons hired by the Insurance Company or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;</li> <li>h) BOMSIE means "As specified in SCC"</li> <li>i) "Insurance Company" means Insurance Company operating in Pakistan under Insurance Regulatory Framework whose Bid to provide the Insurance Services has been accepted by the BOMSIE;</li> <li>j) "Insurance Company's Bid" means the complete Bidding Document submitted by the Insurance Company to BOMSIE;</li> <li>k) "The Procuring Agency's Country" is Islamic Republic of Pakistan.</li> <li>l) "Day" means calendar day.</li> </ul>
<b>1.2 Applicable Law</b>	<p>The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan.</p>
<b>1.3 Language</b>	<p>This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</p>
<b>1.4 Notices</b>	<p>Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or facsimile to such Party at the address specified in the SCC.</p>
<b>1.5 Location</b>	<p>The Services shall be performed across Pakistan as are specified in Appendix A and at such locations as the BOMSIE may approve.</p>

<b>1.6 Authorized Representatives</b>	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the BOMSIE or the Insurance Company may be taken or executed by the officials specified in the SCC.
<b>1.7 Inspection and Audit by BOMSIE</b>	The Insurance Company shall permit, the persons appointed by BOMSIE to inspect the Offices, Insurance Company Centers, Materials and/or the accounts and records relating to the performance of the Contract  and the submission of the Bid, and to have such accounts and records audited by auditors appointed by BOMSIE.
<b>1.8 Taxes and Duties</b>	The Insurance Company and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
<b>2.1 Effectiveness of Contract</b>	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC.
<b>2.2 Commencement of Services</b>	The Commencement of the Contract Services shall be from the date of signing of contract by both parties.
<b>2.3 Contract Completion Date</b>	Unless terminated earlier pursuant to Sub-Clause 2.6, the Contract shall be valid for the period of three years from the date of signing of the Contract. However, yearly renewal is required on the basis of satisfactory performance of the Insurance Company by the Client.
<b>2.4 Modification</b>	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
<b>2.5 Force Majeure</b>	<p><b>2.5.1 Definition</b> For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p><b>2.5.2 No Breach of Contract</b> 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.</p>

	<p><b>2.5.3 Extension of Time</b></p> <p>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.</p>
<p><b>2.6.1 Termination</b></p>	<p>BOMSIE may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Insurance Company, to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.6.1:</p> <p>a) if the Insurance Company does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as BOMSIE may</p> <p>have subsequently approved in writing;</p> <p>b) if the Insurance Company become insolvent or bankrupt;</p> <p>c) if, as the result of Force Majeure, the Insurance Company is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or</p> <p>d) if the Insurance Company, in the judgment of BOMSIE has engaged in Fraud and Corruption in competing for or in executing the Contract. Then, BOMSIE shall terminate the contract immediately and shall take all necessary legal actions as may be required under the situation.</p>
<p><b>2.6.2 Payment upon Termination</b></p>	<p>Upon termination of this Contract pursuant to Sub-Clauses 2.6.1, BOMSIE shall make the following payments to the Insurance Company:</p> <p>a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;</p> <p>b) Except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, 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.</p>
<p><b>3.1 General</b></p>	<p>The Insurance Company shall perform the Services in accordance with the descriptions provided at Appendix-A (Scope of Work/TORs) and the Services Provider's Bid to carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Insurance Company shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to BOMSIE, and shall at all times support and safeguard BOMSIE's legitimate interests.</p>

<b>3.2 Conflict of Interests</b>	<b>3.2.1 Insurance Company Not to Benefit from Commissions and Discounts.</b> The remuneration of the Insurance Company pursuant to Clause 6 shall constitute the Insurance Company's sole remuneration in connection with this Contract or the Services, and the Insurance Company shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Insurance Company shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional remuneration.
	<b>3.2.2 Insurance Company and Affiliates Not to be Otherwise Interested in Project</b> The Insurance Company agree that, during the term of this Contract the Insurance Company and its affiliates, shall be disqualified for  Participating in another contract which creates a Conflict-of-Interest situation.
	<b>3.2.3 Prohibition of Conflicting Activities</b> Neither the Insurance Company nor the Personnel shall engage, either directly or indirectly, in the activities during the term of this Contract, any business or professional activities in Pakistan which would conflict with the activities assigned to them under this Contract;
<b>3.3 Confidentiality</b>	The Insurance Company and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or BOMSIE's business or operations without the prior written consent of BOMSIE.
<b>3.4 Insurance to be Taken Out by the Insurance Company</b>	The Insurance Company shall take out and maintain, and shall cause its affiliates to take out and maintain (as the case may be) at their own cost insurance against the risks including third party motor vehicle, third party liability, BOMSIE's liability and workers' compensation, 100 % professional liability and loss or damage to equipment and property.
<b>3.5 Insurance Company's Actions Requiring BOMSIE's Prior Approval</b>	The Insurance Company shall obtain BOMSIE's prior approval in writing before taking any of the following actions: a) entering into a subcontract for the performance of any part of the Services, b) changing the Program of activities; c) Changing any written instructions or the procedures set out in this contract.
<b>3.6 Reporting Obligations</b>	The Insurance Company shall submit to BOMSIE the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

<b>3.7 Documents Prepared by the Insurance Company to Be the Property of BOMSIE</b>	All plans, reports, and other documents submitted by the Insurance Company in accordance with Sub-Clause 3.6 shall become and remain the property of BOMSIE, and the Insurance Company shall, not later than upon termination or expiration of this Contract, deliver all such documents and reports to BOMSIE, together with a detailed inventory thereof. The Insurance Company may retain a copy of such documents and reports. Restrictions about the future use of these documents, if any, shall be specified in the SCC.
<b>3.8 Liquidated Damages</b>	<p>The Insurance Company shall pay liquidated damages to BOMSIE at the rate per day stated in the SCC for each day beyond the Claim Settlement Period.</p> <p><b>3.8.1 Payments of Liquidated Damages</b></p> <p>The Insurance company shall pay liquidated damages to BOMSIE at the rate per day stated in the SCC for each day beyond the agreed claim settlement period. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The payment of the liquidated damages shall be deducted from the Performance Guarantee of the Insurance Company or at the clearance of Performance Guarantee.</p> <p>Payment of liquidated damages shall not affect the Insurance Company's liabilities.</p>
<b>3.9 Performance Security</b>	The Insurance Company shall provide the Performance Security to BOMSIE no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and acceptable to BOMSIE. The details are specified in the SCC.
<b>3.10 Fraud and Corruption</b>	<p>BOMSIE requires compliance with the Public Procurement Regulatory Authority definition of Corruption and Fraudulent as set forth in Public Procurement Rules, 2004 issued by the Pakistan Procurement Regulatory Authority.</p> <p>BOMSIE requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p>
<b>4.1 Change in the Applicable Law</b>	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Insurance Company, then the Contract Price shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clause 5.2 (a).
<b>4.2 Services and Facilities</b>	BOMSIE shall make available to the Insurance Company the Services and Facilities if such are listed under Appendix A (Scope of Services).

<b>5.1 Lump-Sum Remuneration</b>	The Insurance Company's premium shall not exceed the Contract Price and shall be a fixed lump-sum including all costs, overhead/profits and all applicable indirect taxes incurred by the Insurance Company in carrying out the Services described in Appendix A.
<b>5.2 Contract Price</b>	(a) The price payable is set forth in the SCC.
<b>5.3 Terms and Conditions of Payment</b>	Payments will be made to the Insurance Company according to the payment schedule stated in the SCC.
<b>6.1 Identifying Defects</b>	The principle and modalities of Inspection of the Services by BOMSIE shall be as indicated in the Appendix A (Scope of Services). BOMSIE shall check the Insurance Company's performance and notify him of any Defects that are found. Such checking shall not affect the Insurance Company's responsibilities. BOMSIE may instruct the Insurance Company to search for a Defect and to uncover and test any service that BOMSIE considers may have a Defect.
<b>7.1 Amicable Settlement</b>	The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. In the case of a dispute between BOMSIE and the Supplier, the dispute shall be addressed and settled in accordance with the Standard Operating Procedures devised by BOMSIE to this effect besides

invoking provision of Public Procurement Rules, 2004 and the relevant laws of the Islamic Republic of Pakistan.

## 9. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The contract name is “ <b>Group Life Insurance of BOMSIE employees</b> ”
1.1(h)	“BOMSIE”.
1.1(i)	The Insurance Company is _____
1.2	The Applicable Law is: Islamic Republic of Pakistan
1.4	The addresses are: BOMSIE: Gate No. 2, Sundar Industrial Estate, Sundar Raiwind Road, Lahore Tel: +92-42-35297291-3  Insurance Company: Attention: Telex: Facsimile:
1.6	The Authorized Representatives are: For BOMSIE: Secretary For the Insurance Company:
2.1	The date on which this Contract shall come into effect is “the date of signing of the contract by both the parties”.
2.2	The Contract Completion Period is three years form the date of signing of the Contract however, yearly renewal is required on the basis of satisfactory performance of the insurance company. The Starting Date for the commencement of Services is seven (07) days of issuance of instruction from BOMSIE.
3.7	The proprietary will rest with BOMSIE. Both parties will keep the record/data strictly confidential. If an insurance company is found involved in malpractice regarding secrecy during the paper making, conducting test, misconduct and damages suffered by the Services Provider, in case of such incident

	the Insurance Company will be liable to penalty with heavy cost and forfeiture of the performance guarantee and any other legal action prescribed under law.
<b>3.8.1</b>	The Insurance Company shall pay liquidated damages to BOMSIE at the rate defined under the Insurance Ordinance 2000 and such other instructions of the Insurance Regulator in Pakistan per day beyond the claim settlement period. The maximum number of liquidated damages for the whole contract is 10% (percent) of the total Contract Price.
<b>3.9</b>	<ol style="list-style-type: none"> <li>1) The Insurance Company shall provide the Performance Security to BOMSIE not later than the date specified in the Letter of Acceptance. The Insurance Company shall furnish Performance Guarantee amounting to 10 % of the value of the contract/bid in shape of unconditional Bank Guarantee as per the format provided in the bidding document, from any schedule Bank of Pakistan.</li> <li>2) (ii) The Bid Security submitted by the Insurance Company shall be returned to the Insurance Company upon submission of Performance Guarantee and upon confirmation (in writing) of genuineness of the same from the issuing bank.</li> <li>3) (iii) Failure to provide a Performance Guarantee by the Insurance Company is a sufficient ground for annulment of the award and forfeiture of Bid Security.</li> </ol>
<b>5.2</b>	The Contract Price is:
<b>5.3</b>	Payments shall be made according to the following manner: i. The Insurance Company shall charge 100% of the lumpsum yearly quoted premium for one year upon submission of yearly invoice which shall be processed within 30 days of the approval of the receipt of the invoice.
<b>6.1</b>	The principle and modalities of inspection of the Services by BOMSIE are as specified <b>Appendix –A (Scope of) Services</b> in