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SINDH INSURANCE LIMITED

SPPRA INWARD DIARY

NO: 1574

DATED: 26.0

Tender Document
Supply, Installation, Implementation & Maintenance
of Software System

Handwritten: Sr. 21251
Handwritten: 24/6

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DEFINITIONS

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

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

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

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

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

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

“Calendar Days” means days including all holidays;

“Conflict of Interest” means -

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

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

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

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

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

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

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

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

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

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

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

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

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

“Government” means the Government of Sindh;

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

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

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

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

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

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

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

“SIL” means the Sindh Insurance Limited;

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

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

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

1 INVITATION FOR BIDS (IFB)

Sindh Insurance Limited (SIL) invites proposal from candidates for the supply, installation, implementation & maintenance of Software System. More details of the specifications of related services to be provided are given in the scope of service in Section [3] hereto.

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

This TD includes the following Sections:

- Instructions to Bidders (ITB)
- Eligibility Criteria
- Conditions of Contract
- Scope of Work / Software Proposal
- Financial Proposal

Proposals must be submitted at the below mentioned address;

Yours sincerely,

SINDH INSURANCE LIMITED
1st Floor, Imperial Court,
Dr. Ziauddin Ahmed Road,
Kauachi-75530, Pakistan

2 INSTRUCTION TO BIDDERS (ITB)

2.1 Correspondence Address

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

Admin Incharge- Sindh Insurance Limited
Camp Office, 3rd Floor, Federation House Abdullah Shah Ghazi Road Clifton
Karachi-75600, Pakistan Office: (92-21) 35829320 & 35829363 Fax: (92-21) 35870543

2.2 Eligible Bidders

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

2.3 Corrupt Practice

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

2.4 Preparation of Bids

2.4.1 Bidding Process

This is the Single Stage – **Two Envelope Procedure**; a bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the FINANCIAL PROPOSAL and the TECHNICAL PROPOSAL. [SPPRA Rule 46 (2-a)]

2.4.2 Cost of Bidding

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

2.4.3 Language of Bid

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

2.4.4 Technical Proposal

Bidders are required to submit the Technical Proposal stating a brief description of the bidder's organization outlining their recent experience, the names of Sub-Bidder/Professional Staff who participates during the assignment, the technical approach, sample templates/prototypes of deliverables, methodology, work plan, organization and staff, including workable suggestions that could improve the quality and effectiveness of the assignment.

2.4.5 Financial Proposal

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

2.4.6 Bid Currencies

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

2.4.7 Bid Security

The SIL shall require the bidders to furnish the Earnest Money @ 1% of Bidding Cost or Irrevocable Bank Guarantee acceptable to the Company, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the SIL reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)]

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

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

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

The bid security shall be forfeited:

- If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form; or

- In the case of a successful Bidder, if the Bidder fails to;
 - Sign the contract in accordance with ITB Section [2.7.4]; or
 - Furnish performance security in accordance with ITB Section [2.7.5].

2.4.8 Bid Validity

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

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

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

2.5 Submission of Bids

2.5.1 Sealing and Marking of Bids

Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal. Envelope shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. [SPPRA Rule 46 (2-a & b)]

2.5.2 Response Time

Bidders are required to submit their Bids within time frame provide in Notice Inviting Tender as per National Competitive Bidding. Bids must be received by SIL at the address specified under ITB Section [2.1] within office hours. [SPPRA Rule 18 (2)]

2.5.3 Extension of Time Period for Submission of Bids

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

- Fewer than two bids have been submitted and SIL view that wider competition can be ensured by extending the deadline. In such case, the bids submitted shall be returned to the Bidders un-opened; [SPPRA Rule 22 (1)]
- If the SIL is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended. [SPPRA Rule 22 (2)]

2.5.4 Clarification of Bidding Documents

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

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

2.5.5 Late Bids

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

2.5.6 Withdrawal of Bids

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

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

2.5.7 Cancellation of Bidding Process

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

2.5.8 Mechanism for Redressal of Grievances

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

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

The complaint redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied; [SPPRA Rule 31(4)]

1. prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations; [SPPRA Rule 31(4-a)]
2. annul in whole or in part, any unauthorized act or decision of the procurement committee; [SPPRA Rule 31(4-b)] and
3. reverse any decision of the procurement committee or substitute its own decision for such a decision;

Provided that the complaint redressal committee shall not make any decision to award the contract. [SPPRA Rule 31(4-c)]

S L shall announce its decision as to the grievance within seven (7) days. The decision shall be intimated to the Bidder and the Authority within three (3) working days by SIL. [SPPRA Rule 31(5)]

S L shall award the contract only after the decision of the complaint redressal committee [SPPRA Rule 31(6)]

Mere fact of lodging of a complaint by a bidder shall not warrant suspension of the procurement proceedings. [SPPRA Rule 31(7)]

A bidder not satisfied with decision of the SIL complaints' redressal committee may lodge an appeal to the Chief Secretary through the Authority, who shall refer the matter to a review panel in accordance with ITB section [2.5.9]; [SPPRA Rule 31(8)]

A bidder may file an appeal to the Chief Secretary provided; [SPPRA Rule 31(9)]

1. that the bidder has exhausted his complaint to the complaint redressal committee [SPPRA Rule 31(9-a)]; and
2. That he has not withdrawn the bid security deposited by him during the procurement process. [SPPRA Rule 31(9-b)]

The bidder must submit the appeal to the Chief Secretary with the following documents: [SPPRA Rule 31(10)]

1. a letter stating his wish to appeal to the Review Panel and the nature of complaint; [SPPRA Rule 31(10-a)]
2. a copy of the complaint earlier submitted to the complaint redressal committee of the Department and all supporting documents in a sealed envelope; [SPPRA Rule 31(10-b)] and

Upon receipt of an appeal and registration fee, the Chief Secretary shall select a Review Panel to examine the complaint. Simultaneously, the Authority shall inform the bidder and the Head of the concerned Department of the action taken by the Chief Secretary. [SPPRA Rule 31(11)]

On receipt of reference from the Chief Secretary, the Chairperson of the Review Panel shall convene a meeting of the review panel within five working days. [SPPRA Rule 31(12)]

Unless the Review Panel recommends dismissal of the complaint being frivolous, in which case the bidder shall lose the bid security deposited with the SIL, the Review Panel may: [SPPRA Rule 31(13)]

1. propose rejection of the complaint, stating its reasons; [SPPRA Rule 31(13-a)]
2. state the rules or principles that govern the subject matter of the complaint; [SPPRA Rule 31(13-b)]
3. point out the infirmities and breach of rules and regulations by the procuring agencies; [SPPRA Rule 31(13-c)]
4. suggest annulment in whole or in part of a non-compliant act or decision of a SIL, other than any act or decision bringing the procurement contract into force; [SPPRA Rule 31(13-d)]
5. if the SIL is in breach of its obligations under the Act, Rules or Regulations, suggest the payment of compensation by the officer(s) responsible for mis-procurement for cost incurred by the bidder on preparation of bid, including the cost of the complaint registration fee paid by the complainant; [SPPRA Rule 31(13-e)]or
6. Recommends that the procurement proceedings may be terminated, in case the procurement contract has not been signed. [SPPRA Rule 31(13-f)]

It shall be mandatory for both, the complainant and the SIL to appear before the Review Panel as and when called and produce documents, when so required. The Review Panel shall issue the notice of appearance to the Head of the Department for its service who shall ensure the attendance of the Head of SIL along with relevant record. In case of failure of Head of SIL to appear before review panel despite service, the Authority shall bring the matter to the notice of Chief Secretary. In case the complainant fails to appear twice, despite service the reference may be decided ex-parte. The Review Panel shall hear the parties and give its recommendations to the Authority within thirty days of receipt of reference. In case, more time is required, the Review Panel may seek extension from the Chief Secretary through the Authority enumerating the reasons for delay. The Authority shall submit these recommendations to the Chief Secretary who shall decide the appeal keeping in view the recommendations of the Review Panel; Provided that the Chief Secretary may refer the matter back to the Review Panel, if there is some ambiguity or vagueness in the recommendations and a clarification is to be sought. The Review Panel shall clarify the matter within seven calendar days, following which the Chief Secretary would decide the matter; [SPPRA Rule 31(14)]

The decision of the Chief Secretary shall be final and the SIL shall act upon such findings. After the decision has been issued, the complaint and the decision shall be hoisted by the Authority on its website within three working days; Provided that no information shall be disclosed if its disclosure would be against the public interest or may jeopardize national security. [SPPRA Rule 31(15)]

2.5.9 Review Panel

The Authority shall maintain a list of Review Panellists for the purpose of reviewing a bidder's complaint. The Panellist shall be appointed on such terms and conditions as the Authority may from time to time notify with the approval of the Chief Secretary. [SPPRA Rule 32(1)]

The List of Specialists shall be formed from a number [SPPRA Rule 32(2)]

1. persons who have been legal professionals; [SPPRA Rule 32(2-a)]
2. persons who have been senior officers in the service of the Government with experience in the procurement area, [SPPRA Rule 32(2-b)]and
3. Persons from a list of specialists with experience in the relevant field. [SPPRA Rule 32(2-c)]

The Specialists shall be grouped into a number of Review Panels, each with a nominated Chairperson, both as approved by the Chief Secretary. Each panel shall have a minimum of 3 members, one from each of the groups listed in sub rule (2) above and up to 2 co-opted members on a case-by-case basis depending upon the nature of the complaint. [SPPRA Rule 32(3)]

The specialists shall be paid remuneration for their services as determined by the Authority from time to time with the approval of the Chief Secretary. [SPPRA Rule 32(4)]

2.5.10 Matters not subject to Appeal or Review

The following actions of the SIL shall not be subject to the appeal or review: [SPPRA Rule 33]

- Selection method adopted by the SIL; [SPPRA Rule 33 (1)]
- Decision by the SIL under ITB section [2.5.7]. [SPPRA Rule 33 (2)]

2.6 Opening and Evaluation of Bids

2.6.1 Opening of Bids by SIL

The opening of bids shall be as per the procedure set down in [SPPRA Rule 46 (2)].

2.6.2 Clarification of Bids

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

2.6.3 Preliminary Examination

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

S L may waive any minor informality; nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder and further provided that such waiver will be at the complete and sole discretion of SIL.

If a bid is not substantially responsive, it will be rejected by SIL and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

2.6.4 Supplier Eligibility/Technical Criteria

All bids shall be evaluated in accordance with the eligibility criteria. [SPPRA Rule 42 (1)] SIL will evaluate the bids, which have been determined to be substantially responsive and reject any proposal which does not confirm to the specified requirements as laid down in Section 2.6.4.1

2.6.4.1 Evaluation Criteria

SIL shall evaluate Technical Proposals using following criteria (minimum 65 score to qualify for financial bidding)

SCORECARD FOR EVALUATION CRITERIA

S. No.	Description /Parameters	Allocated Points	Maximum Points	Remarks
01	Company Structure - Sole Proprietor - Partnership - Company	01 03 05	05	Details to be included in proposal or in separate documents.
02	Experience in Software Development; - 02 years; - 03-05 years; - 05-08 years; - Above 08 years.	02 05 08 10	10	Details to be included in proposal or in separate documents.

03	Experience/ Team & Offices in Software Development; - Experience : - 02 years; - 03-05 years; - 05-08 years; - Above 08 years. - Team : - 02 member; - 05 member; - 10 & Above member; - Office in major Cities : - Office in Karachi city; - More than one city;	01 02 03 05 02 03 05 03 05	05 05 05	Details to be included in proposal or in separate documents.
04	Developed ERP in General Insurance Industry with successful running; - No. 01 ; - No. 02-03; - No. 04-05;	20 30 40	40	Details to be included in proposal or in separate documents.
05	Tested & Developed ERP as per Technical Specifications with Deliverables; - Meet requirements 10% to 25%; - Meet Requirements 26% to 50%; - Meet Requirements 51% to 75% - Meet Requirements 76% to 100%	05 10 20 30	30	Details to be included in proposal or in separate documents.

2.6.5 Discussions Prior to Evaluation

If required, prior to evaluation of the Technical Proposal and Financial Proposal, SIL may, within 6-7 days of receipt of the Technical and Financial Proposals, call upon any of the Bidders to discuss or to ask for clarification about anything contained in the Technical Proposal submitted by that Bidder.

2.6.6 Availability of Professional Staff / Experts

Having selected the bidder on the basis of, among other things, an evaluation of proposed Professional staff, the SIL expects to get the Contract executed by the Professional staff. SIL will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitutions unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the Proposal without confirming their availability, the Bidder may be disqualified. Any proposed substitute shall have equivalent or better qualifications and

experience than the original candidate and his name be submitted by the Bidder within the period of time specified in the letter of invitation to negotiate.

2.7 Award of Contract

2.7.1 Award Criteria

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

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

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

2.7.3 Notification of Award

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

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

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

2.7.4 Signing of Contract

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

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

2.7.5 Performance Security

Within 15 DAYS of receipt of the notification of award from SIL, the successful Bidder shall furnish to SIL the Performance Security of 10 % of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period. The Performance Security shall be in the form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to SIL, located in Pakistan. [SPPRA Rule 39 (1)]

Failure of the successful Bidder to comply with the requirement of ITB Section [2.7.4] shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event SIL may make the award to the next lowest evaluated Bidder or call for new bids.

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

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

2.7.6 Integrity Pact

The successful bidder shall upon the award of the contract execute an Integrity Pact with SIL. [§PPRA Rule 89]

2.7.7 Non-Disclosure Agreement

The successful bidder shall upon the award of the contract execute a Non Disclosure Agreement with SIL.

Bid Data Sheet

The following specific data for ERP Systems to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
Name of the Contract	: ERP- Software System for General Insurance Company
Name and address of Procuring Agency:	Sindh Insurance Limited, Address : 1 st Floor, Imperial Court, Dr. Ziauddin Ahmed Road, Karachi
Telephone	: 021-35640713-4 Fax : 021-35640714
Email	: asim.gamar@sindhinsuranceltd.com
Bid Evaluation Method: a Lowest evaluated bid (among Bidder qualifies on Technical Bid) as per Section 46(2) of SPPRA Rules. (Financial Proposal to be submitted together with Technical Proposal)	
Proposal Submission Address: Administration In charge Sindh Insurance Ltd., 3 rd Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi.	
Bid Price and Currency : Prices quoted by the Bidder shall be <i>"fixed" and in" Pak Rupees"</i>	
Preparation and Submission of Bids	
Amount of bid security	: 01% of Bid
Number of copies : Technical Bid(according to Technical Specification) and Financial Bid	
Under following conditions, Bid will be rejected:	
<ol style="list-style-type: none">1. Not qualify under Technical Evaluation ;2. Conditional and Telegraphic;3. Bids not accompanied by bid security (Earnest Money);4. Bids received after specified date and time;5. Bidder submitting any false information;6. Black Listed Firms by Sindh Government or any Entity of it;7. Not have valid registration under tax authorities.	

3 SCOPE OF WORK / SOFTWARE SPECIFICATIONS

Sindh Insurance Limited (SIL) requires supply, installation, implementation & maintenance of Software Management System in its Head Office as per the following specifications.

Software Specification

Module	Description
Insurance Core Operations	The module should extensively cover complete integrated Real time data Insurance Management system including but not limited to : Policy Management System ; Claims Management System ; Reinsurance Management System ; Customer (Prospect/Existing and Surveyor & Tracker) Management System ;
Accounts	The module should extensively cover complete integrated Real time data Accounts Management system including but not limited to : Complete Financial Accounting Module including posting of vouchers, monthly trial balance comparison, aging report, posting accrual vouchers from all subsidiary Modules General Ledger Management System ; Payroll Management System; Investment Management System ;
Administration and HR	Maintenance of employee's records, salary, leave and attendance processing along with gratuity & provident fund including all necessary MIS reports.
MIS	Comprehensive Management reporting System.
Deliverables	System & Installation Manuals including Process Layout; User Manuals ; User Interface Guidelines; Testing Guidelines; Training; Debugging during first 06 months testing period; Free Maintenance Contract 06 months ;

SCHEDULE OF REQUIREMENTS

S.No.	Description of service / goods	Quantity	Location	Schedule of Delivery (after date of award of contract)
1	Software System as per Technical Specifications	01	Karachi	02 months

4. TECHNICAL PROPOSAL

Information as per Section - 2.6.4.1 Evaluation Criteria

5 FINANCIAL PROPOSAL – SAMPLE FORMS

5.1 Software Application Modules

List all costs associated with the assignment including hidden cost, cost of additional software required such as any third party software, database etc., remuneration for staff, reimbursable expenses etc.

FINACIAL SUMMARY

Serial No.	Bid Value	Foreign Currency (If applicable)	Conversion Rate (If applicable)	Price in PKR

Total Bid Value in PKR		
Earnest Money @ ____% in PKR		
Pay Order/Demand Draft No:		Date:

BID FORM (Sample Forms)

Date: _____

To:

Sindh Insurance Limited.
Karachi.

Dear Sir:

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 01 percent of the Contract Price/Pay order for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 15 days from the date fixed for Bid opening under Clause 16 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2014.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

BID SECURITY FORM

Whereas (name of the Bidder) has submitted its bid dated (date of submission of bid) for _____

KNOW ALL PEOPLE by these presents that WE (name of Procuring agency) of (name of Country), having our registered office at (address of Procuring agency) (hereinafter called "the procuring agency") are bound into SINDH INSURANCE LTD (hereinafter called "the Purchaser") in the sum of for which payment well and truly to be made to the said purchaser, the Procuring agency bind itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said procuring agency this _____ day of _____ 2014.

THE CONDITIONS of this obligation are:

1- If the Bidder withdraw its Bid during the period of bid validity specified by the Bidder on the Bid Form ; or

2-If the Bidder, having been notified of the acceptance of its Bid by the SINDH INSURANCE LTD. During the period of Bid validity:

a- fails or refuses to execute the Contract, if required; or

b-fails or refuses to furnish the performance security, in accordance with the instructions to Bidders

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

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

Signature and Seal of the Procuring Agency

PERFORMANCE SECURITY FORM

To: *[name of Procuring agency]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 2014 to deploy *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

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

This guarantee is valid until the ____ day of _____ 20____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

INTEGRITY PACT

Declaration of Fees, Commissions and Brokerage etc. Payable by the Suppliers of Services Pursuant To Rule 89 Sindh Public Procurement Rules Act, 2010.

_____ (the Supplier), hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan(GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice. Without limiting the generality of the foregoing, (the supplier) represent and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder' fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP, except that which has been expressly disclosed pursuant hereto. (The Supplier) certifies that it has made and will make full disclosures of all agreements and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. (The supplier) accepts full responsibility and strict liability for making false declaration, not making full disclosure, misrepresentation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GOP under law, contract or other instrument, be voidable at the option of GOP.

No withstanding any rights and remedies exercised by GOP in this regard, (the supplier) agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finders' fee or kickback given by (the Supplier) as aforesaid for the purpose of obtaining or inducing the Procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

For and on Behalf of _____

Signature: _____

Name: _____

NIC NO. _____