Sindh Insurance Limited

Tender Document

For Acquiring of   
 Office Premises on   
Rental Basis in Karachi

This document contains 23 pages

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DEFINITIONS

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

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

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

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

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

“Blacklisting” means barring a bidder, contractor, consultant or 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 SILunder 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,

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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, equipments, 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;

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

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

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

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

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

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

“SIL” means the Sindh Insurance Limited;

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

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

“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.

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1 INVITATION FOR BIDS (IFB)

Sindh Insurance Limited (SIL) invites proposal for acquiring of premises on rental basis. 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.](http://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

 Scope of Work

 Financial Proposal

 Conditions of Contract

Proposals must be submitted at the below mentioned address; Yours sincerely,

Incharge Administration

SINDH INSURANCE LIMITED HEAD OFFICE

1st Floor, Imperial court Building,   
Dr.Ziauddin Ahmed Road, Karachi   
Ph: 35640715-17

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2 INSTRUCTION TO BIDDERS (ITB)

2.1 Correspondence Address

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

Incharge Administration

SINDH INSURANCE LIMITED HEAD OFFICE

1st Floor, Imperial court Building, Dr.Ziauddin Ahmed Road, Karachi Ph: 35640715-17

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

2.4.2 Cost of Bidding

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

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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 Company Profile (Not Applicable)

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. The Technical proposal shall be duly signed by the authorized representative of the Bidder not including any financial information otherwise it will be declared as non responsive.

2.4.5 Financial Proposal

The Financial Proposal shall be prepared using the standard form attached, duly signed by the bidder or authorized representative. Standard Forms for Financial Proposal are available in Section [4].

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 of 5% of 11 months’ rent demanded of   
the premises, in shape of Pay Order or Irrevocable Bank Guarantee acceptable to the bank, 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 the bidding document.

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

- Does not abide by the terms of Contract Agreement.

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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

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

2.5.2 Response Time

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

2.5.3 Extension of Time Period for Submission of Bids

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

- Fewer than three bids have been submitted and SIL is unanimous in its view that wider

competition can be ensured by extending the deadline. In such case, the bids submitted shall be returned to the Bidders un-opened; [SPPRA Rule 22 (1)]

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

(2)]

2.5.4 Clarification of Bidding Documents

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

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

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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 their bids 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

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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)]

SIL 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)]

SIL shall award the contract only after the decision of the complaint redressal committee [SPPRARule 31 (6)]

More fact of lodging of a complaint by a bidder shall no 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: [SPPRARule 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 loose the bid security deposited with the SIL’s, 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)]

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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)]

IMPORTANT

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

a)Forwarded on company's original letter head, complete address, NTN of the company   
 and CNIC of the complainant.

b) Incriminating evidence of the complaints.

2.5.9 Review Panel

The Authority shall maintain a list of Review Panelists for the purpose of reviewing a bidder’s complaint. The Panelist 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)]

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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 Section 2.4.1 dealing with Bidding   
Process.

2.6.2 Clarification of Bids

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

2.6.3 Preliminary Examination

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

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

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

2.6.4 Eligibility Criteria

All bids shall be evaluated as per the criteria given in para 2.6.5.

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2.6.5 Eligibility Criteria. SIL shall evaluate the offers using the following eligibility criteria.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| S. No. | Requisite | Max  Marks | Marks  Obtain  ed as  per  Docum  entary  Eviden  ce | Marks  Obtained  After Due  Visit by  the  Premises  Committe  e | Marking Criteria | | Documents/  Information to be  enclosed |
| Location  (Please Tick) | Shahrah e Faisal Karachi,  DHA Karachi  PECHS Karachi |
| 1 | Location | 30 |  |  | On main location  (Commercial point of view) | | Site Plan |
| 15 |  |  | Away / stride the main location | |
| 2 | Area | 15 |  |  | 3,000 sq.ft. to 5,000 sq.ft. | | Title document of  the property |
| 10 |  |  | 2000 to 2,900 sq.ft | | Give details |
| 3 | Lift Facility | 10 |  |  | In case of Commercial Building Rental Premises | | Provide Details |
| Standby  Generator | 15 |  |  | Rental Premises Offered | | Provide Details |
| 4 | Advance Rent  Required | 10 |  |  | 1 Year | Furnished/Unfurnished | Tick the  appropriate  column |
| 7 |  |  | 2 Years | Furnished/Unfurnished |
| 5 |  |  | 3 Years | Furnished/Unfurnished |
| 5 | Parking Space  (Dedicated to the  premises) | 10 |  |  | 10 and Above  Vehicles | Dedicated or General  Parking | Give Numbers &  Detail |
| 7 |  |  | 6 to 9 Vehicles | Dedicated or General  Parking | Give Numbers &  Detail |
| 5 |  |  | 1 to 5 Vehicles | Dedicated or General  Parking | Give Numbers &  Detail |
| 6 | Condition of  Property | 10 |  |  | 15 years  And below | Bunglow/  Commercial building | Attach completion  plan |
| 5 |  |  | Above 15 years | Bunglow/  Commercial building |
| Total Marks | | 100 |  |  | Qualified / Disqualified | | |

Note

1. Acquiring of 70% marks (on the information given by the bidder) will make a bidder qualify for visit of the   
 property by the Premises Committee of the SIL.

2. Subsequently the property will be visited for physical verification of the information given by the bidder.   
 Location which acquires minimum of 70% marks after due inspection as per the criteria given above will   
 be considered as “Qualified Premises / Bid”.

3. Attachment of relevant evidence in each of the above requisite is mandatory. In case of non-provision of   
 evidence to any of the demand, no marks will be awarded.

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2.6.6 Discussions Prior to Evaluation

If required, prior to evaluation of the bid, SIL may, within 6-7 days of receipt of the bid, call upon any   
of the Bidders to discuss or to ask for clarification about anything contained in the bidding document.

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 the information given in the bidding document is on ground verified by the Procurement   
Committee of the SIL.

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

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

2.7.3 Notification of Award

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

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

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

2.7.4 Signing of Contract

Within 5 Days from the date of notification of the award the successful bidder shall furnish to SIL particulars as may be asked by the bank management.

The Contract shall be signed by the parties at Head Office, SIL, Karachi, within 10 Days of award of   
contract. Copy of the agreement enclosed as Annexure "A" required to be signed by the lessor at this   
stage.

2.7.5 Performance Security (Not Applicable)

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.

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The Performance Security shall be in the form of a pay order or demand draft or bank guarantee   
issued by a reputable commercial bank, acceptable to SIL, located in Pakistan. [SPPRA Rule 39 (1)]

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

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

The Performance Security will be discharged by SIL and returned to the 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 General Conditions of Contract

For detailed General Condition of Contract refer to Section [5.1] of this TD.

2.7.7 Special Conditions of Contract (Same as General Conditions of the Contract)

For detailed Special Condition of Contract refer to Section [5.2] of this TD.

2.7.8 Integrity Pact (Not Applicable)

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

2.7.9 Non Disclosure Agreement

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

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3 SCOPE OF WORK

Hiring of premises by Sindh Insurance Limited as per the locations given in the advertisement.

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4 FINANCIAL PROPOSAL

PRICE SCHEDULE

Name & Contact Details of the Bidder

Monthly Rent (Lump Sum)

Monthly Rent (Per Square Feet)

NOTE

1. Owner will be liable to pay all municipal, government, non-government and other rates, taxes,   
 stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement   
 and assessment which may be levied in respect of the Demised Premises.

2. It will be desirable that the property is offered directly by the owners of the premises.

3. For each property separate pay order has to be enclosed as per the amount mentioned in the   
 advertisement given in the newspaper.

4. Rent will commence after one month of signing of agreement.

5. During process of renovation if any NOC is required from the government agencies the lessor   
 is liable to get its approval. 25% amount of the total rent will be withheld till the needful is   
 met.

6. If the financial evaluation are the same, then then successful bidder will be the one who has   
 Acquired maximum marks in evaluation phase.

Signature & Stamp of the Bidder

Date

5 Contract (As will be executed if the bid qualifies)

5.1 Conditions of Contract. As per clause 5

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5.1.1 Definitions

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

Applicable Law” means the Sindh Public Procurement Act 2009 and the Sindh Public Procurement Rules 2010.

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

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

“Contract Price” means the monthly rent of the premises. “Effective Date” means the date on which this Contract comes into force.

“GC” mean these General Conditions of Contract. “Government” means the Government of Sindh. “Currency” means Pak Rupees.

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

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

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

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

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

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

5.1.2 Law Governing Contract

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

5.1.3 Notice

- Any notice, request or consent required or permitted to be given or made pursuant to this

Contract shall be in writing. Any such notice, request or consent shall be deemed to have been   
given or made when delivered in person to an authorized representative of the Party to whom   
the communication is addressed, or when sent to such Party at the address specified in the   
bidding document.

- A Party may change its address for notice hereunder by giving the other Party notice in

writing of such change to the address specified in the bidding document.

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5.1.4 Authorized Representative

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

5.1.5 Taxes and Duties

The Lessor shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the bidding document, the amount of which is deemed to have been included in the Contract Price.

5.1.6 Effectiveness of Contract

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

5.1.7 Expiration of Contract

Unless terminated earlier pursuant to Lease agreement, this Contract shall expire at the end of such time period after the Effective Date as specified in the lease agreement.

5.1.8 Modifications or Variations

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

5.1.9 Force Majeure

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

5.1.9.1 No Breach of Contract

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

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5.1.9.2 Extension of Time

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

5.1.10 Termination of Contract by lessor/lessee. As per clause 5

5.1.11 Good Faith

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

5.1.12 Settlement of Disputes

5.1.12.1 Amicable Settlement

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

5.1.12.2 Arbitration

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

5.1.13 Data Ownership (Not Applicable)

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

5.1.14 Obligations of the Supplier (Not Applicable)

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

5.1.14.1 Conflict of Interest

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

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5.1.14.2 Confidentiality

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

6. Lease Agreement

Copy of Agreement is enclosed as Annexure "A" which will be signed between the qualified Lessor   
& the Sindh Insurance at the time of possession of Premises. It is the mandatory for the lessor to agree   
all clauses of this agreement. In case of any disagreement at any stage of Contract, the bid will stand   
cancelled.

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Annexure "A"

7. SPECIMEN OF LEASE AGREEMENT

LEASE AGREEMENT

This Lease Agreement is made at \_\_\_\_\_\_\_\_on this \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_ 2015.

BETWEEN

Mr. --------------------- S/o -------------------------, Muslim, adult, holding CNIC No.--------------

----------------, R/o. --------------------------. (hereinafter referred to as the “Lessor”) which expression shall, where the context so permits, means and includes its successors, administrators, executors and assigns) of the ONE PART;

AND

SINDH INSURANCE LIMITED, An Non-Life Insurance Company incorporated under the   
Companies Ordinance, 1984, having its registered office at 1st Floor, Imperial Court,   
Dr.Ziauddin Ahmed Road, Karachi, as the “Lessee” which expression shall, where the   
context so permits, means and includes its successors, administrators, executors and assigns)   
of the OTHER PART.

WHEREAS the Lessor is fully seized and possessed of and entitled to all that piece and parcel of Property ----------------------------------------------------------------------------------.

AND WHEREAS the Lessor has agreed to let and the Lessee has agreed to take on lease the   
aforesaid premises measuring ------------- sq.ft. for opening of -----------------------.   
(hereinafter referred to as the “Demised Premises”) on the terms and conditions as set forth   
hereunder:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:

In consideration of the Lessee paying the rent herein after reserved in the manner hereinafter   
mentioned and the covenants hereinafter written to be observed by the Lessor and the Lessee,   
the Lessor doth hereby demise upon the Lessee the Demised Premises for a term of Eleven

(11) months commencing from --------------- and ending on ---------------------.

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SECTION - I

(GENERAL TERMS)

Term

1. The Lessor hereby demises unto the Lessee the Demised Premises for a period of   
 Eleven (11) months commencing from ---------------- and ending on -----------------  
 (both days inclusive), renovation for further terms as per terms agreed between   
 parties.

Rent

2. The monthly rent of the Demised Premises will be Rs.--------------/- (Rupees ------------

-------------------------------- only) which shall be subject to 8% increase if the parties agree to renew the lease beyond one year period..

Advance Rent

3. The Lessee will pay the rent to the Lessor on monthly basis/quarterly basis. The Lessee   
 shall deduct income tax from all amounts payable to the Lessor towards rent of the   
 Demised Premises.

Renewal of Lease

3. On expiry of the term of Lease hereunder, the Lease shall be extended at the option of   
 the Lessee on the terms and conditions to be mutually agreed upon by the parties   
 hereto provided the Lessee has served upon the Lessor a notice of its intention to   
 renew the Lease at least 90 days prior to the expiry of the tenure of the Lease as   
 aforesaid.

Termination

4. The Lessee shall have a right to terminate this Agreement upon giving to the Lessor 90   
 days’ notice in writing.

Ejectment

5. The Lessor hereby expressly waives all its statutory and other rights of ejecting the   
 Lessee from the Demised Premises except in the event Lessee fails to fulfill its   
 commitments as appearing in Section II hereafter.

Indemnity

3. The Lessor hereby declares that the Demised Premises are free from all encumbrances,   
 charges, claims and demands and that the Lessor have not done or omitted to do any   
 act, deed or thing whatsoever whereby the Demises Premises may be subject to any   
 charge, lien or attachment by any Bank, Court of Law, authority or person whosoever.   
 The copies of title documents provided to the lessee are genuine and valid. If any   
 discrepancy is found at a later stage affecting the lessee’s rights, the lessor undertakes

to rectify the same with in seven (7) days, failing which the lessee reserves the right to terminate the agreement, whereupon the lessor shall be bound to immediately refund the advance rent for the unexpired period.

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SECTION - II

(LESSEE’S COVENANTS)

The Lessee hereby covenants with the Lessor that it shall:

i) Not assign or sub let the Demised Premises or any part thereof to any other party; ii) Use the Demised Premises for exclusive purpose of its office only;

iii) Pay on or before the due date all water, tanker charges, electricity, gas and telephone   
 bills and any incidental charges or amounts claimed in respect thereof pertaining   
 to the term of lease hereunder and handover copies of bills to the Lessor;

iv) Handover vacant and peaceful possession of the Demised Premises to the Lessor on   
 expiry of the lease term as aforesaid or extended lease term as the case may be.

v) On termination of the lease as provided herein above in the same condition in which it   
 was handed over to Lessee; except normal wear and tear;

vi) Carry out at its cost civil and/or electrical repair work as may be necessary for   
 restoration and rehabilitation of the Demised Premises to the same condition when   
 it was taken over by the Lessee if the same are damaged by fire or other mishap   
 during the term of lease;

vii) Not carry out any structural alterations to the Demised Premises without the   
 permission of the Lessor save those expressly authorized hereunder.

viii) To pay timely and regular rent as per lease agreement.

SECTION - III

(LESSORS’ COVENANTS)

The Lessor hereby covenants with the Lessee that he shall:   
The Lessor hereby covenants with the Lessee that he shall:

i) Hand over the possession of the Demised Premises to the Lessee at the time of signing   
 of this agreement;

ii) To provide place for Emergency Exit. for any emergency situation in branch;

iii) To provide NOCs/Permissions for establishment of Bank’s Branch at the Demised   
 Premises from all concerned local/ town/ city administration departments and   
 onward submission to the concerned departments for power, telephone, DXX and   
 ISDN lines, etc., at their cost and risk. In case the branch premises are sealed

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during construction by any govt. department or stay order is issued by court, the rent will not be paid of the period the premises remained closed.

iv) To provide proper place for Earth Bore/Earth Pits.

v) Be responsible to resolve any issue, if arises regarding ownership of cited property, in   
 case of failure to do so , lessor will be liable to return the advance rent of   
 remaining period along with all expenses incurred by the bank for renovation of   
 its branch at the demised premises.

vi) Allow the Lessee to enjoy peaceful possession of the Demised Premises without any   
 let or hindrance;

vii) Allow the Lessee to construct RCC lockers room/ vaults, toilet(s) and one kitchen in   
 the Demises Premises as per its requirement;

viii) Allow installation of radio/TV/PTCL/DISH antenna and Network Tower (100 feet   
 approximately) on the roof top of the Demised Premises without any extra   
 charges;

ix) Allow installation of Solar PV Panels, at roof top for solar operated power system of   
 Branch, which may take about 400 sq.ft. without any extra charges.

x) Provide suitable space (around the premises or on the roof top ) in Demised Premises   
 without any extra charges for the installation of generator 60 KVA OR below and   
 also provide Tax Certificate for permission of concerned departments for   
 installation of generator.

xi) Pay all municipal, government, non-government and other rates, taxes and   
 assessments which may be levied in respect of the Demised Premises;

xii) Not do or cause to be done by himself or his agent, workman or employee anything   
 which may be or may become a nuisance value for the Lessee and/or its   
 customers;

xiii) Ensure that the Demised Premises are and continue to remain structurally sound and   
 undertake at his cost such major structural repairs as may be deemed necessary by   
 the Lessee;

xiv) Allow installation of outer of the ACs at a technically suitable place without any   
 extra charges;

xv) Allow the placement of Lessee’s signage/signboard on the roof top and front of the   
 Demised Premises without any monetary claim.

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xvi) Keep the Lessee indemnified from any loss(es) sustained on account of any defect in   
 the Lessor’s title to the Demised Premises or any misrepresentation and   
 concealment of fact at the time of entering into this Lease Agreement;

xvii) Allow installation of any machinery, equipment, apparatuses, communication   
 system etc. as may be required by the Lessee to carry out its normal business and   
 operational activities;

xviii) Allow Lessee to paint, display, affix or exhibit signs and insignia as may be   
 appropriate and necessary for its various activities at its own cost;

xix) Allow Lessee to make partitions in the hall and convert the Demised Premises into   
 workable condition as per its requirement. Any approval or permission required in   
 this respect from any official authority, the lessor will obtain such approval /   
 permission at his own cost.

xx) Provide at his expense running sweet water connection throughout the tenancy   
 period;

xxi) Provide at his expense sewerage line (outer point) and also arrange repairing/shifting   
 of drainage lines of upper floor, from demised premises, if any at lessor’s   
 expense.

IN WITNESS WHEREOF the parties have signed these presents on the day, month and year first above mentioned.

LESSOR LESSEE

Sindh Insurance Limited

For & behalf of Sindh Insurance Limited

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
Name :

S/o :

CNIC :

WITNESSES

Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

NIC No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ IMPORTANT:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

NIC No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

It is the mandatory for the lessor to agree all clauses of this agreement. In case of any disagreement at any stage of Contract, the bid will stand cancelled.

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Annexure “B”

8. SCHEDULE OF AVAILABILITY, SUBMISSION & OPENING OF BIDS   
 For details refer to Newspaper Advertisement published on the subject matter.

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