



NO.FD/SO(HIC)/Tender/2016-17

**Government of Sindh  
Finance Department**

Karachi, dated the 01<sup>st</sup> December, 2016

Ph:021-99222214

To,

The Managing Director  
Sindh Public Procurement Regulatory Authority,  
Government of Sindh,  
**Karachi.**

**SUBJECT: PROCUREMENT OF HEALTH INSURANCE POLICY IN RESPECT OF SINDH SECRETARIAT EMPLOYEES, GOVERNMENT OF SINDH AND THEIR ENTITLED FAMILY MEMBERS**

In continuation of this department's letter of even number dated: 07-11-2016, I am directed to refer to the subject captioned above and to enclose herewith the Addendum to Tender/Bidding Documents bearing Tender Inquiry NO.FD/SO(HIC)/Tender/2016-17 dated: the 28th October, 2016, previously published vide INF/KRY.No.4083/2016 in Three (03) leading daily newspapers English, Urdu & Sindhi i.e. *Daily Dawn*; *Daily Jang* and *Daily Kawish* along with the **Revised Tender/Bidding Documents** for hoisting on SPPRA Website latest by **29<sup>th</sup> November, 2016.**

a)	Addendum published in <i>Daily English Dawn.</i>	<b>Flag-A</b>
b)	Addendum published in <i>Daily Urdu Jang.</i>	<b>Flag-B</b>
c)	Addendum published in <i>Daily Sindhi Kawish.</i>	<b>Flag-C</b>
d)	<b>Hard Copy</b> as well as <b>Soft Copy</b> of Revised Tender/Bidding Documents along with Draft Services Agreement.	<b>Flag-D</b>

It is once again requested to kindly review the Revised Tender/Bidding Documents along with Draft Services Agreement (Revised) and hoist the same on the SPPRA website latest by the prescribed date.

**Encl. As above**

(GHULAM ABBAS MEMON)  
SECTION OFFICER (HIC)

NO.FD/SO(HIC)/Tender/2016-17 Karachi, dated the 01<sup>st</sup> December, 2016

A copy is forwarded for the information to:-

- 1) The Accountant General Sindh, Karachi.
- 2) The R.O to Finance Secretary, Finance Department, Karachi.
- 3) The Computer Cell-III (Res. Wing), for hoisting/uploading the same on Finance Department website.
- 4) The Office Copy.

SECTION OFFICER (HIC)

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02-12-16

Dated: 24<sup>th</sup> Nov. 2016



# Government of Sindh Finance Department

NO.FD(SO/HIC)/Tender/2016-17

## ADDENDUM

In continuation to previous Tender Notice published in leading newspapers vide INF/KRY No. 4083/2016, dated: 31st October, 2016 and also hoisted on SPPRA website regarding the Health Insurance Services for the Sindh Secretariat employees and their entitled family members, the Finance Department hereby informs to all interested bidders that it has made some changes in the tender document. Hence, all interested bidders are advised to download the revised tender document from SPPRA website [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) or Finance Department website [www.fdsindh.gov.pk](http://www.fdsindh.gov.pk) or may purchase from the office of Section Officer (HIC), Finance Department, Government of Sindh, Karachi (office address is mentioned below). Further, it may also be noted that the bidders shall prepare their bids as per the revised tender document to be issued. Other details are mentioned below:

- Issuance of revised tender / bidding document: From 25th November, 2016 to 13th December, 2016
- Submission of bid: 15th December, 2016 at 2:00 p.m
- Opening of bid: 15th December, 2016 at 3:00 p.m.
- Bid security: 2% of bid price.
- Bid validity period: 90 days
- Address for purchase of revised tender document and submission and opening of bid: **Room No. 139, Health Insurance Cell, 6th Floor, Finance Department, Government of Sindh, Building No. 06, Sindh Secretariat A. K. Lodhi Block, Kamal Attaturk Road, Karachi.**
- Tender fee: 2000 PKR (Non-refundable) in cash.

Please refer revised tender / bidding document for eligibility and evaluation criteria and other details.

Interested eligible bidders may obtain further information or clarification, if necessary, with regard to tender / bidding documents or concerning the procurement of said Health Insurance Services from the office of Section Officer (HIC), Government of Sindh, Finance Department, Karachi, during the working / office hours from 09:00 am to 05:00 pm, excluding public holidays or as announced by Government.

SECTION OFFICER (HIC)

Ph: 021-99222214

INF/KRY No. 4395/16

Say No To Corruption

ہمراہ جھڑپی کے خلاف جوڑیں۔

FOUNDED BY QUAID-E-AZAM MOHAMMAD ALI JINNAH  
**DAWN**  
Thursday  
November 24, 2016  
Salar 30, 1438  
KARACHI  
Rs 19.00  
24 Pages  
Vo. LXIX, No. 224  
Regd. No. SS/022

نمبر 17-2016/Tender(HIC)/SO/FD

## حکومت سندھ قناس ڈپارٹمنٹ



### اضافہ

سندھ سیکرٹریٹ ملازمین اور ان کے مستحق اہل خانہ کیلئے ہیلتھ انشورنس کے سلسلے میں INF-KRY-No. 2016 4083 کے تحت ممتاز اخبارات میں پہلے شائع شدہ اور SPPRA ویب سائٹ پر ہونے والی ٹینڈر نوٹس کے تسلسل میں قناس ڈپارٹمنٹ کیلئے تمام پیشکش دہندگان کو مطلع کرتا ہے کہ ٹینڈر دستاویزات میں چند تبدیلیاں کی گئی ہیں۔ لہذا دلچسپی رکھنے والے تمام پیشکش دہندگان کو ہدایت کی جاتی ہے کہ نظر ثانی شدہ ٹینڈر دستاویز SPPRA ویب سائٹ [www.pprasinhd.gov.pk](http://www.pprasinhd.gov.pk) یا قناس ڈپارٹمنٹ کی ویب سائٹ [www.fdsindh.gov.pk](http://www.fdsindh.gov.pk) سے ڈاؤن لوڈ کر لیں یا دفتر سیکشن آفیسر (HIC)، قناس ڈپارٹمنٹ، حکومت سندھ کراچی سے درج ذیل پتے سے خرید لیں۔ مزید یہ بھی مطلع کیا جاتا ہے کہ پیشکش دہندگان جاری ہونیوالی نظر ثانی شدہ ٹینڈر دستاویزات کے مطابق اپنی پیشکشیں تیار کر لیں۔ دیگر تفصیلات ہمالیہ ذیل ہیں:

- نظر ثانی شدہ ٹینڈر/پیشکش دستاویزات کا اجرا از 25 نومبر 2016 تا 13 دسمبر 2016۔
- پیشکشیں جمع کرانے کی تاریخ: 15 دسمبر 2016 بوقت سہ پہر 2:00 بجے۔
- پیشکشیں کھلنے کی تاریخ: 15 دسمبر 2016 بوقت سہ پہر 3:00 بجے۔
- بڈ سیکورٹی: پیشکش لاگت کا 2%۔
- پیشکش منوثر رہنے کی مدت: 90 یوم۔
- نظر ثانی شدہ ٹینڈر دستاویزات کی خریداری اور پیشکش جمع کرانے اور کھلنے کا پتہ: کمر نمبر 139، ہیلتھ انشورنس سبیل، چھٹی منزل، قناس ڈپارٹمنٹ، حکومت سندھ، بلڈنگ نمبر 6، سندھ سیکرٹریٹ، اس کے لودھی بلاک، کمال اتاترک روڈ، کراچی۔

- ٹینڈر فیس: 2000 پاکستانی روپے (تاقابل واپسی) نقد۔
- دلچسپی کے حامل پیشکش دہندگان ٹینڈر/پیشکش دستاویزات یا مذکورہ ہیلتھ انشورنس سرورسز کی پروڈیکورمنٹ کے ضمن میں مزید معلومات یا وضاحت، اگر درکار ہو تو دفتر سیکشن آفیسر (HIC) حکومت سندھ، قناس ڈپارٹمنٹ، کراچی سے دوران دفتری اوقات صبح 9:00 بجے تا شام 5:00 بجے ملاو حکومت کی جانب سے اعلان کردہ عام تعطیل، حاصل کر سکتے ہیں۔

.....و مستعد.....

سیکشن آفیسر (HIC)

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324 نمبر  
24 نومبر 2016ء  
1438 نمبر  
23 نومبر 2016ء  
جمعرات  
80 بلڈنگ نمبر  
قناس ڈپارٹمنٹ  
کراچی

THE JANG KARACHI  
ONLY

تاریخ: 24 نومبر 2016ء

THURSDAY NOVEMBER 24 2016



# روزانه کاوش

Thursday 24 November, 2016

(جلد 27) خميس 24 نومبر 2016 ع بمطابق 23 صفر المظفر 1438ھ (شمارو 111) قیمت 15 روپيا

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24/11/16

**حکومت سندھ**  
**فنانس ڊپارٽمينٽ**  
No.FD/SO(HIC)/Tender/2016-17



## اضافو

اسان جي اڳوڻي ٽينڊر نوٽس جيڪو مڪي اخبارن ۾ 2016 INF/KRY No. 4083 تاريخ 2016-10-31 ۾ ڇپيو هو ۽ SPPRA جي ويب سائٽ تي سنڌ سيڪريٽري، جي ملازمن ۽ سنڌن حقدار نمي ممبرن جي هيلٿ انشورنس پڌرو ڪرايو ويو هو تنهن بابت فنانس ڊپارٽمينٽ سمورن دلچسپي رکندڙ واک ڏيندڙن لاءِ پڌرو ڪيو ويو جيڪو ان اشتهار ۾ ڪي تبديليون ڪيون ويون وڃن. تنهنڪري سمورن دلچسپي رکندڙ واک ڏيندڙن کي صلاح ٿي ڏهي ته اهي ان نظر ثاني ٿيل ٽينڊر دستاويز کي SPPRA جي ويب سائٽ [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) ۽ فنانس ڊپارٽمينٽ جي ويب سائٽ [www.fdsindh.gov.pk](http://www.fdsindh.gov.pk) تان ڊائون لوڊ ڪري يا وري سيڪشن آفيسر (HIC) فنانس ڊپارٽمينٽ حڪومت سنڌ ڪراچي آفيس مان خريد ڪن. (آفيس جي ائڊريس هيلٿ ڄاڻايل آهي) وڌيڪ اهو ته نوٽس ڪيو ويو ته واک ڏيندڙ انهيءَ جاري ٿيل ٽينڊر دستاويز موجب تيار ڪري امانت. وڌيڪ تفصيل هيٺ ڏجن ٿا.

- ~ نظر ثاني ٿيل ٽينڊر واک دستاويز جاري ٿيندا. 25 نومبر، 2016 کان 13 ڊسمبر، 2016 تائين.
- ~ واک امانت 15 ڊسمبر، 2016 منجهند 2 وڳي
- ~ واک کولڻ 15 ڊسمبر، 2016 تي 3 وڳي
- ~ واک سيڪيورٽي: واک قيمت جي 2% جيتري
- ~ واک جي جائز حقن جو مدو: 90 ڏينهن
- ~ نظر ثاني ٿيل ٽينڊر فارم خريد ڪرڻ ۽ امانت ۽ کولڻ واري ائڊريس. ڪمرو نمبر: 139، هيلٿ انشورنس سيل، 6 مارچ فنانس ڊپارٽمينٽ، گورنمينٽ آف سنڌ بلڊنگ نمبر: 6، سنڌ سيڪريٽريٽ اي، ڪي لوڊي بلاڪ، ڪمال اٽارڪ روڊ ڪراچي
- ~ ٽينڊر في 2000 PKR (ناقابل واپسي) نقد ۾
- ~ مهرباني ڪري اهليت ۽ جائزي واري معيار ۽ وڌيڪ تفصيلن جي حاج حاصل ڪرڻ لاءِ نظر ثاني ٿيل ٽينڊر واک دستاويز ڏسو
- ~ دلچسپي رکندڙ اهل واک ڏيندڙ وڌيڪ معلومات ۽ تفصيلن لاءِ جيڪڏهن ضروري هجي ته اهي نظر ثاني ٿيل ٽينڊرن واک دستاويزن ۽ ڄاڻايل هيلٿ سرورسز بابت سيڪشن آفيسر (HIC) حڪومت سنڌ فنانس ڊپارٽمينٽ ڪراچي جي آفيس مان ڪنهن به ڪم ڪار واري ڏينهن آفيس وقتن دوران صبح 9 وڳي کان شام 5 وڳي تائين (عام موڪلن يا ڪنهن موڪل واري ڏينهن کانسواءِ) رابطو ڪن.

سيڪشن آفيسر (HIC)  
فون: 021-99222214

INF/KRY.No.4395/2016

**SAY NO TO CORRUPTION**  
اسان دهشتگردي جي خلاف متحد آهيون



Provision of assistance to skilled (community members) who provided services during construction work.  
Provision of assistance to workers (community members) who provided services during construction work.

Tender document Colony Mithi, Th Friday. The tender [www.sukaarfour](http://www.sukaarfour) The dead Wedn For further informa

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3	3000	18 مهينا
2	3000	18 مهينا

2016



## Government of Sindh Finance Department

REVISED

### TENDER/BIDDING DOCUMENTS

TENDER INQUIRY NO.FD/SO(HIC)/TENDER/2016-17

#### HEALTH INSURANCE POLICY FOR SINDH SECRETARIAT EMPLOYEES AND THEIR ENTITLED FAMILY MEMBERS

##### For Information/Issuance & Submission of Bidding Documents

**SECTION OFFICER HEALTH INSURANCE CELL, FINANCE DEPARTMENT  
GOVERNMENT OF SINDH, KARACHI**

##### OFFICE ADDRESS

Health Insurance Cell, Finance Department, Government of Sindh,  
Room No.139, 6<sup>th</sup> Floor, Finance Complex, A.K Lodhi Block,  
Sindh Secretariat Building No.06, Kamal Atta-Turk Road, Karachi-Pakistan.  
Phone # 021-99222214

<b>ISSUANCE OF REVISED TENDER/BIDDING DOCUMENTS</b>	<b>: 25<sup>TH</sup> NOVEMBER, 2016 AT 03:00 PM</b>
<b>LAST DATE FOR COLLECTION OF REVISED TENDER/BIDDING DOCUMENTS</b>	<b>: 13<sup>TH</sup> DECEMBER, 2016 TILL 05:00 P.M</b>
<b>DATE FOR SUBMISSION OF BID</b>	<b>: 15<sup>TH</sup> DECEMBER, 2016 BY 02:00 P.M</b>
<b>DATE FOR OPENING OF BID</b>	<b>: 15<sup>TH</sup> DECEMBER, 2016 AT 03:00 P.M</b>
<b>COST OF DOCUMENTS</b>	<b>: RS.2,000/- (RUPEES: TWO THOUSAND) ONLY</b>

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# INVITATION

Finance Department, Government of Sindh (GoS) invites insurance companies under "Single Stage Two Envelopes" bidding procedure under SPPRA Rules, 2010 for providing Health Insurance Services for the Sindh Secretariat Employees of Government of Sindh, Karachi and their entitled members of family. The tentative number of employees currently serving in Sindh Secretariat is 8500. Quotes for providing this service to pensioners have also been sought, however, GoS reserve the right to initially offer the same only to the serving Secretariat Employees and their entitled family members. The project shall be for the duration of three (03) years from the date of effectiveness of the agreement. The bids are invited from well reputed Insurance Companies which are registered/licensed in the relevant field. The interested Firms are requested to give their best & final prices as negotiations on the prices once quoted/offered are not permissible under the SPP rules, 2010 (amended 2013).

The Bids submitted in response to the Revised Tender/Bidding Documents by any of the Bidders shall be upon the full understanding and agreement of all terms of the Revised Tender/Bidding Documents and such submission shall be deemed as an acceptance to all the terms and conditions stated in the Revised Tender/Bidding Documents. Any Bid in response to the Revised Tender/Bidding Documents submitted by any of the Bidder shall be construed based on the understanding that the Bidder has done a complete and careful examination of the Revised Tender/Bidding Documents and has independently verified all the information received from the Government of Sindh.

Section Officer (Health Insurance Cell)  
Finance Department, Government of Sindh



**01 - INSTRUCTIONS TO BIDDERS**

Bids / Proposals should be submitted with the Health Insurance Cell, Finance Department, GOS. The bidders shall be required to submit a Bid's Earnest Money in the shape of pay order equivalent to 2% of the Assumed Project Cost (section-7) in favour of Section Officer (Health Insurance Cell), Finance, Finance Department, GOS.

Finance Department would adopt the **SINGLE STAGE -TWO ENVELOPE BIDDING PROCEDURE** for evaluation of bids.

Finance Department reserves the right to reject any or all bids in accordance with provisions of Sindh Public Procurement Authority (SPPRA) Rules. 2010 (Amended, 2013).

**02 - ELIGIBILITY CRITERIA OF INSURERS(S)**

- Certificate of Incorporation & valid license to transact insurance business with SECP (Proof is required);
- Valid NTN/Income Tax of FBR and SNTN of Sindh Revenue Board (SRB) Registration Certificates showing service category (Valid Proof is required);
- Affidavit from the CEO or CFO or Company Secretary of the Insurer that the "Firm has never been black listed by any Government & Semi-Government organization/agency/department". All those insurance companies black-listed by any Government & Semi-Government organization/agency/department, shall not be entertained;
- Minimum two (02) years' experience in providing health insurance services is required (documentary evidence is required). Copies of at least two (02) paid invoices for each of past two years shall be provided;
- Minimum 1,000 active health insurance cards offered to clients during last 02 years (documentary evidence is required). Copies of signed agreement or invoices shall be considered as appropriate evidence;
- Minimum amount of equity should be Rs.500.00 Million (documentary evidence is required). Accounts of 30<sup>th</sup> June 2016 shall be considered as evidence;
- Minimum PACRA<sup>1</sup> / JCR-VIS<sup>2</sup> Rating required is "A", which should not be more than two (02) years old.

<sup>1</sup>Pakistan Credit Rating Agency Limited (PACRA).

<sup>2</sup>Japan Credit Rating Agency, Ltd.-Vital Information Services (Pvt.) Limited (JCR-VIS): A joint venture between Japan Credit Rating Agency, Ltd. (JCR) - Japan's premier rating agency, Vital Information Services (Pvt.) Limited (VIS)



**Note:-** (i) It must be noted that the bidder/company shall meet eligibility criteria otherwise it shall be declared ineligible; and their bid will not be further evaluated.

(ii) In case, the Health Insurance service provider firm/company is not registered with SRB; it is immediately advised to get E-registration with SRB without lapsing any further time.

### 03 - DESCRIPTION OF SERVICES TO BE PROVIDED BY THE COMPANY

Finance Department, GOS will assist in the provision of the framework outlining the list of employees and their entitled dependents to be insured along with their required benefits to be covered. Finance Department, GOS, however, will bear the cost of premium based on the details provided under the scope of work. Other main responsibilities of the Insurer(s) are as under:

- 1) To provide medical services within the province of Sindh in line with the scope of work as well as the signed agreement between the successful Insurer and the procuring agency i.e. Finance Department, GoS;
- 2) To provide medical services through using, Health Insurance Card in combination with CNIC initially. However, after the completion of the second year of the contract, Govt. of Sindh may review and decide to introduce **Smart Cards** for storing and reading data of the insured employees of Sindh Secretariat and their entitled members of family, then the insurance company shall comply with the decision. GoS shall, however, bear the cost for RFID Cards. The Smart RFID card shall contain RFID (Radio Frequency Identification) and "1½ X 1½" photo. In any case, at least two (02) cards shall be issued to each family with details of insurance coverage as well as policy details. It is the responsibility of the Insurance Company to verify each family member particulars from family tree using 'VERISYS' (NADRA CNIC verification system). It is also responsibility of the Insurance company to deliver cards to each employee (Self and family) along with pamphlet to be printed in Urdu/Sindhi detailing complete guidance of the coverage and method to be adopted in case of claim;
- 3) To ensure the capacity to resolve all issues amicably and efficiently round the clock without any delay; and for the purpose an actively dedicated **Call Center** for 24/7 must be operational in the company beforehand. The concerned staff/representative shall behave properly and friendly with employees/staff of Sindh Secretariat and their dependents. The company shall provide complete computerized log/record for all incoming and outgoing calls;
- 4) It is responsibility of the company to maintain record of email addresses, mailing addresses and cell phone numbers of the GoS employees using web portal, mobile 'app'. The company shall form a mobile application in this regard and shall also provide SMS alert service for all types of expenses on daily basis to inform the insured employees about the status of usage and billing. Company shall also provide web portal to the Finance Department for

real time information of the insured employees for viewing the claim and payment with minimum time lag;

- 5) Independent External Auditor shall be appointed by the Insurance Company from SECP (Insurance Division) approved auditor list in order to check billing reconciliation and random calls to check satisfaction level. Auditor shall perform random verification of hospital bill/s (sample not more than 05%), random checking of service quality and ascertain the amount due from GOS to the insurance company. Reconciliation of expenses shall also be done by this firm so as to ensure that bogus claims are being controlled; hence quarterly/periodic billing shall be dependent upon the advice of the firm. An unsatisfactory report by such firm shall entitle procuring agency/GOS to withheld payments of unverified amounts and may even lead to discontinuation of the contract in case of severe observation/gap in service delivery.
- 6) Insurance company shall depute a team of 01 (one) MBBS Doctor, 01 (One) Qualified as well as Licensed/Experienced Accountant and 03 (Three) supporting staff at their cost at the GoS, Finance Department to review claims. The team shall provide liaison between GOS and Insurance Company regarding all insurance relevant work of GOS;
- 7) All rejected claims shall be submitted to GOS within 07 days;
- 8) In case of any fraudulent use of the health insurance facility by the employee(s)/dependent(s), the health insurance company shall have the responsibility to forfeit/discontinue the facility to the concerned employee(s) and intimate the same to Government of Sindh.

#### 04 - SCOPE OF WORK

The scope of services will be based on the following benefits:

- In-Patient Treatment (Hospitalization) and/or Day Care Treatment;
- Maternity;
- Reimbursement of Out-Patient Treatment (OPD);
- Other Medical Services/Facilities.

**4.1 - IN PATIENT TREATMENT (HOSPITALIZATION & DAY CARE) BENEFITS**

The In Patient (hospitalization and day care) benefit must cover all medical expenses incurred up to the specified limit while an insured is hospitalized due to illness, surgery, operative procedures or accident.

	<b>PLAN - A</b>	<b>PLAN - B</b>	<b>PLAN - C</b>
<b>DESCRIPTION OF BENEFITS / PLAN</b>	<b>GRADE / BPS: 19 - 22</b>	<b>GRADE/ BPS: 16 - 18</b>	<b>GRADE/ BPS: 01 - 15</b>
<b>TENTATIVE NUMBER OF EMPLOYEES<sup>3</sup> (EXCLUDING DEPENDENTS)</b>	<b>258</b>	<b>1,855</b>	<b>6,279</b>
<b>HOSPITAL CARE:</b> <ul style="list-style-type: none"> <li>Total Hospital, Surgical and Misc. Expenses inclusive of Daily Room Rent Charges</li> </ul> Per Annum Per Life	Rs.1,000,000	Rs.700,000	Rs.500,000
<b>HOSPITAL ACCOMMODATION &amp; BOARD:</b> <i>(Ward/Room, ICU, CCU &amp; SCU will be allowed for 09 days each time for all categories)</i>	<b>PRIVATE</b>	<b>SEMI - PRIVATE</b>	<b>GENERAL WARD</b>
<b>MATERNITY CARE:</b> <ul style="list-style-type: none"> <li>Any hospitalization related to pregnancy per annum:               <ul style="list-style-type: none"> <li>- Caesarean Section</li> <li>- Normal &amp; Miscarriage related treatment</li> </ul> </li> </ul>	Rs.200,000  Rs.100,000	Rs.150,000  Rs.75,000	Rs.100,000  Rs.50,000
Corporate Medical Pool (Whole Group)	A Corporate Medical Pool of <b>Rs.50.000 Million</b> shall be established with the insurance company subject to Bank Guarantee as specified in <b>Clause 13.7</b> , which shall be utilized with the approval of GoS, in case of exceeding prescribed limit fixed for hospital care including surgical & daily room rent charges, reimbursement etc, subject to recommendation of the medical board and proper verification. The insurance company shall forward a request for the replenishment of the fund on its 80% utilization along with complete utilization details. Any unused balance shall be carried forward for the next contract year or shall be refunded to GoS.		
OPD Reimbursement for treatment of chronic diseases from panel hospitals only (as per clause 4.3)	Rs.300,000/- per family annual limit. (The Corporate Medical Pool shall be used up for OPD Reimbursement. The mechanism for payment shall remain same as of Corporate Medical Pool)		

<sup>3</sup> The number of Secretariat Employees given for each category may increase or decrease as per time to time decisions of GoS.



Eligible medical expenses shall include hospitalization and Day Care as follows:

HOSPITALIZATION	DAY CARE
<ul style="list-style-type: none"> <li>- Daily Room and Board charges;</li> <li>- In-hospital consultations charges;</li> <li>- Surgical Fees;</li> <li>- Anesthetist's Fee;</li> <li>- Diagnostic Investigations;</li> <li>- Operation Theatre Charges;</li> <li>- Blood &amp; Oxygen supplies;</li> <li>- In-patient medicines expenses;</li> <li>- ICU / CCU charges;</li> <li>- Organ Transplant;</li> <li>- Burns</li> <li>- Stroke/CVA</li> <li>- Local ambulance services;</li> <li>- Pre &amp; post-hospitalization out-patient;</li> <li>- Expenses, such as; consultation charges, cost of prescribed medicines and diagnostic tests before &amp; after (30 days).</li> <li>- Angioplasty/By-Pass Heart Surgery;</li> <li>- Thyroid Dichotomy</li> <li>- Other Operative Procedures</li> </ul>	<ul style="list-style-type: none"> <li>- Lithotripsy;</li> <li>- Endoscopy;</li> <li>- Excision Biopsy;</li> <li>- Gastroscopy;</li> <li>- Partial Mastectomy;</li> <li>- Tonsillectomy/Adenoidectomy;</li> <li>- Veins/Varicose;</li> <li>- Non-malignant tumors/Abscess;</li> <li>- Cholecystectomy;</li> <li>- Herniorrhaphy;</li> <li>- Appendectomy;</li> <li>- Cataract Surgery;</li> <li>- Angiography;</li> <li>- MRI;</li> <li>- CT Scan;</li> <li>- Thallium Scan;</li> <li>- Kidney Dialysis;</li> <li>- Treatment of cancer (including chemotherapy with pre &amp; post-hospitalization expenses of chemotherapy) up to full hospitalization limit;</li> <li>- Treatment of Hepatitis B &amp; C such as, Inj. Interferon therapy/ Tab. Sovaldior or equivalent along with all combination therapy, consultation &amp; laboratory tests such as PCR/LFT) up to full hospitalization limit;</li> <li>- Treatment of all injuries/fractures and lacerated wounds (outpatient within 24 hours) Accidental Dental treatment (outpatient within 48 hours for pain relief only).</li> <li>- Other Operative Procedures</li> </ul>

- Congenital Birth Defects (CBD) should be fully covered under basic hospitalization;
- Interferon/ Sovaldi or equivalent along with all combination therapy with & PCR and other relevant lab tests for Hepatitis B & C should be fully covered under basic hospitalization limit;
- No deductions or comparison for re-imburement on Pre & Post 30 days related hospitalization claims except non-medical items & medical equipment;
- In case of emergency medical treatment from any non-panel hospital, the company shall reimburse the amount of expenditure incurred on such treatment subject to strict verification and counter check on its own.
- Ambulance charges would be covered from hospitalization benefit (In case of accident and life threatening situations).

#### 4.2 - MATERNITY

- Follow-up visits of patients during or after pregnancy;
- Normal/Caesarean/Multiple Birth/Force/Complicated;
- Pre & Post Natal Expenses are to be covered up to the maternity limit (after Delivery);
- Obstetrician's Fee for delivery & Consultation during hospitalization;
- Coverage of congenital birth defect/illness under all benefits;
- Newly born babies are to be covered from very 1st day of birth;
- New born baby's nursery care charges during mother's hospitalization, including incubator facility;
- Miscarriage resulting into D&C or D&E payable from normal maternity limit once in a year.

#### 4.3 - REIMBURSEMENT OF OPD BENEFITS

The Out-Patient benefits are covered for the following services:

- Diagnostic Test/Executive Checkup once in a year for insured persons of age 40 years and/or above.
- Physicians' or Consultants' fee;
- Prescribed Medicines;
- Prescribed Diagnostic tests;
- Medical Emergencies not leading towards hospitalization;

- Psychiatric treatments;
- Intra-Ocular lens implants of premium quality;
- Dental (complete treatment excluding for cosmetic purposes);
- For the following Chronic disease all kinds of consultation, investigation, diagnosis, procedures and medicines shall be allowed:

SNO	NAME OF DISEASES	SNO	NAME OF DISEASES
1.	Cerebro Vascular Accident	13.	Hemophilia
2.	Epilepsy	14.	Polycystic Ovarian Diseases
3.	Chronic Renal Failure	15.	COPD
4.	Nephrolithiasis	16.	Valvular Heart Diseases
5.	Hepatitis A, B, C & E	17.	Bronchial Asthma
6.	Cancers	18.	Thyroid Disorder
7.	Diabetes Mellitus	19.	Osteoporosis
8.	Hypertension	20.	Systemic Lupus Erythematosus
9.	Ischemic Heart Diseases	21.	Endometriosis
10.	Thalassemia	22.	Cholesterol
11.	Osteoarthritis	23.	Any other Chronic ailment apart from the mentioned diseases.
12.	Pulmonary Tuberculosis		

#### 4.4 - OTHER MEDICAL FACILITIES /SERVICES

- Health Questionnaire Forms are not required to declare any medical condition to the insurance company;
- Number of employees/lives can be increased/ decreased from time to time at no extra cost; however, the premium for the addition of the insured person(s) shall remain the same as mentioned in the age band wise premium in the financial proposal of the successful bidder, and the premium shall be refunded/adjusted for all deletions on pro-rata basis.

#### 5 - ELIGIBILITY CRITERIA FOR THE INSURED EMPLOYEES

- Confirmed Active Employees: Sindh Secretariat Employees (including Pensioners) of Government of Sindh, Karachi, are to be covered with full-insured limits;
  - Spouse(s): Covered with full -insured limit. Maternity up to 55 years of age;
  - Children: Sons are to be covered up to 28 years of age & Daughter up to 28 years of age or till marriage whichever is earlier, with full -insured limits;
  - Parents: Life coverage.



- Pensioners & their Spouse(s) (till the eligibility of receiving pension payment by GoS);
- Public representatives;

## 6 - TECHNICAL PROPOSAL

### 6.1 - CRITERIA FOR TECHNICAL EVALUATION

S. #	Description of the Item	Benchmarks	Marks (100)	
			Break Up	Awarded
1	Number of Years in the business of providing Health Insurance Cards	10 Years 7 Years 5 Years	10 7 5	
2	Number of active Health Insurance Cards	4000 - 5000 2000 - 3999 1000 to 1999	10 7 5	
3	Total Numbers of Branch Offices or arrangements of insurance company in Pakistan specifically in Sindh.	50 and above 30 - 49 10 - 29	10 7 5	
4	Total Assets as on 30 <sup>th</sup> June 2016 (Attach accounts for 30 <sup>th</sup> June 2016)	03 Billion and above 02 Billion and above 01 Billion and above	10 7 5	
5	Equity / Networth of the Insurance company as on 30 <sup>th</sup> June, 2016	Above Rs.500 Million Rs.499 - Rs.400 Million Rs.300 - Rs.399 Million	20 14 10	
6	PACRA/JCR-VIS Rating	AAA AA A	10 8 7	
7	No. of Panel Hospital under credit facility in Province of Sindh  (Provide credible documentary evidence)	100 and above  80 - 99 50 - 79	10  7 5	
8	Medical Call Centre (Help Line Service) - 24/7  (Provide credible documentary evidence)	Yes No	10 0	
9	Number of Full-Time Doctors for case management in Medical & Claim Department of the Insurance Company (Provide details duly signed by authorized person of firm/company)	5 and above  3 - 4  Below 3	10  7 0	

**Note:-** Qualifying marks-70%. First, technical proposal shall be evaluated and financial proposal of only those bidders will be opened who score 70% marks or more in the technical evaluation criteria. All details/supporting documents must be duly stamped and signed by authorized person of insurance firm /company. All details/supporting credible documentary evidence must be duly stamped and signed by authorized person of insurance firm /company.

### 7 - FINANCIAL PROPOSAL

Bid found to be the lowest evaluated shall be accepted as per Rule 46(2)(j) and rule-49 of SPPRA rules. The premium shall be quoted with applicable taxes /duties, if any, as per below given age-groups for Option section 4.1) separately:

**TABLE-7:**

S.NO.	CATEGORY	AGE GROUP	YEARLY PREMIUM (RS.)	
			PER PERSON	PER 1500 <sup>4</sup> PERSONS
A	B	C	D	E
01	Employee Male	18-25		
02	Employee Male	26-35		
03	Employee Male	36-45		
04	Employee Male	46-55		
05	Employee Male	56-60		
06	Employee Female	18-25		
07	Employee Female	26-35		
08	Employee Female	36-45		
09	Employee Female	46-55		
10	Employee Female	56-60		
11	Employee Spouse (Male)	18-25		
12	Employee Spouse (Male)	26-35		
13	Employee Spouse (Male)	36-45		
14	Employee Spouse (Male)	46-55		
15	Employee Spouse (Male)	56-60		
16	Employee Spouse (Female)	18-25		
17	Employee Spouse (Female)	26-35		
18	Employee Spouse (Female)	36-45		
19	Employee Spouse (Female)	46-55		
20	Employee Spouse (Female)	56-60		
21	Employee Sons & Daughters	0-11		

<sup>4</sup> The 1500 number of persons to be insured in each age-group is purely notional/tentative,

22	Employee Sons & Daughters	12-28		
23	Employee Parents	Below/upto 60 years		
24	Employee Parents	Above 60 years		
25	Pensioners	Below 60 years		
26	Pensioners	Above 60 years		
27	Public Representatives	18-25		
28	Public Representatives	26-35		
29	Public Representatives	36-45		
30	Public Representatives	46-55		
31	Public Representatives	56-60		
32	Public Representatives	Above 60 years		
33	Reimbursement Fee (Rs.300,000 per family)	Percentage % of the amount Rs.300,000/-		
34.	<b>TOTAL</b>			
			<b>Per Person (D)</b>	<b>Per 1500 Persons (E) = 1500 x (D)</b>

### 7.1 - FINANCIAL SCORE

The financial score shall be calculated by adding the yearly premium per person quoted for all 32 categories (Sr.No.1 to 32). The aggregate amount for category 1-32 shall be given 80% of the financial score and 20% of financial score shall be given to the reimbursement fee (Sr.No.33) for processing/approving of bills.

### 7.2 - CLARIFICATION FOR ASSUMPTION OF 1500 PERSONS (COLUMN-E)

It is hereby clarified that the premium shall be charged on per person basis, as per the financial bid of the successful bidder, quoted in **Column-D** for each of the category (per person). The number of 1500 persons in each category (**Table-7: Column-E, Sr.#34**) is purely notional/tentative for determining the Bid Price for the sole purposes of calculation of Bid Security and Performance Security.

It is further clarified that the exact number of persons in each category shall be determined by the successful bidder as a condition to the effectiveness of the Services Agreement.



## 08 - AWARD OF INSURANCE CONTRACT

The bidder /firm who complies the eligibility criteria, obtain qualifying marks of 70% or more in the technical proposal and quotes the lowest financial bid (premium) will be declared lowest evaluated bidder and will be awarded contract.

## 09 - CANCELLATION OF BIDDING PROCESS

The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. Procuring agency shall, upon request, communicate to any firm/company who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds (SPPRA Rule-25).

## 10 - DURATION OF INSURANCE CONTRACT

- The agreement shall be for the duration of three (03) years from the effective date which may further be extended for an additional term of Three (03) years subject to the terms of the Services Agreement.
- The Annual Profit/Loss Ratio & Inflation charges shall apply as per rates/ranges given in the **11.1-Table**, on the insurance premium of each category quoted by the successful bidder in its financial bid.
- The first contract year, regardless of when it starts, shall end on 30<sup>th</sup> June of that financial year and billing shall be for the proportionate period. For the subsequent years, the contract shall run on a financial year basis and all payments shall be made on quarterly basis.

## 11 - PAYMENTS

- GoS shall bear the cost of Premium quarterly in advance subject to Bank Guarantee as specified in **Clause 13.7** of the Revised Tender/Bidding Documents;
- Annual Profit/Loss Ratio & Inflation charges shall be applied as per rates/ranges given in the **11.1-Table**, on the Premium of each category quoted by the Contractor in its financial bid;

**11.1 TABLE: PROFIT/LOSS RATIO & INFLATION CHARGES**

<b>SR.#</b>	<b>Claim/Loss Ratio Ranges</b>	<b>Inflation Charges</b>	<b>Profit Sharing with GoS</b>
1.	10-20.99%	0%	60%
2.	21-39.99%	0%	40%
3.	40-60.99%	0%	20%
4.	61-70.99%	0%	15%
5.	71-80.99%	0%	7%
6.	81-85.99%	0%	3%
7.	86-90.99%	0%	0%
8.	91-99.99%	5%	0%
9.	100-109.99%	12%	0%
10.	110-119.99%	22%	0%
11.	120-140.99%	40%	0%
12.	141-160.99%	60%	0%
13.	161-199.99%	100%	0%
14.	<b>Above 200%</b>	<b>May be decided on mutual understanding, if GoS deems appropriate or otherwise.</b>	

- GoS shall pay the Premium to the successful bidder i.e Insurance Company in accordance with the government procedures and disbursement mechanisms to utilize in most appropriate way for the best delivery of the services.
- The differential amount of premium shall be paid/returned by/to GoS, if there is any change in the tax-rate/tax-structure by the Federal or Provincial Government affecting the taxes applicable during the contract period of the policy.
- The Insurance Company shall carry out the services as per the Services Agreement in accordance with the Scope of Services and approved budget. GoS shall not compensate for expenses beyond those approved in the budget.

- The Insurance Company shall notify and seek written consent from the Procuring Agency if it obtains any financing or donation, charity, philanthropic gifts, including financial or non-financial, for providing services under the scope of the Services Agreement from a third party during the term of the Agreement.
- The Insurance Company shall open and maintain a separate bank account to be operated by it solely for the purposes of this contract (the Project Account);
- The Project Account in respect of this Project (Health Insurance Policy) shall be audited by the Independent Auditor annually and a copy thereof shall be provided to the Procuring Agency within thirty (30) days of the approval of accounts.
- In the event of any savings at the end of any quarter, the unspent amount shall remain with the company for the next quarter subject to the consent of the Authority.
- In the event of any savings at the end of the term of this Agreement, the unspent amount shall promptly be reported to the Procuring Agency.

## 12 - CANCELLATION

- If the company fails to carry out an obligation or fails to comply with agreed terms, the GOS, through notice(s), may require the Company for making good and for remedying it within a reasonably specified time.
- The GOS shall be entitled to terminate this contract if the company:
  - Abandons the contract or otherwise clearly demonstrates the intention not to continue performance of its obligations thereunder;
  - Repeatedly fails in remedying defects pointed out in writing;
  - Becomes bankrupt or insolvent, goes into liquidation (other than the purposes of solvent reconstruction or amalgamation), or administration order has been passed against it.

## 13 - TERMS & CONDITIONS

- 13.1** The details should be enclosed in separate documents and /or Annexures;
- 13.2** Sealed Technical & Financial proposals in accordance with SPPRA rules, under "Single Stage-Two Envelopes Procedure", shall be submitted;
- 13.3** Two separate sealed envelopes each for technical and financial proposal shall be submitted in one large sealed envelope marked as "Bids for Health Insurance Policy for the employees and entitled dependents of Sindh Secretariat". Envelopes shall also bear the word "Confidential" and "Technical Proposal" / "Financial Proposal" for the respective bid;

- 13.4 First, technical proposal shall be evaluated and financial proposal of only those bidders will be opened who score at least 70% marks in the technical evaluation criteria;
- 13.5 All the participants of the tender will be required to submit the Earnest Money in the shape of pay order equivalent to 2% of the bid price (Table-7: Column-E, Sr.#34) in favour of Section Officer (Health Insurance Cell), Finance Department, GoS as bid security deposit to be refunded after signing of contract with the successful bidder. The bid security be enclosed with financial proposal. In case, the bid security (2% of the bid price) is not provided, the bid shall be considered as non-responsive and no further evaluation of will be carried out as per SPPRA rules;
- 13.6 The bids/offers of only such service providers shall be accepted who are registered with Sindh Revenue Board and produce valid SRB Certificate of Registration showing Sindh Sales Tax registration number (SNTN) & service category.
- 13.7 The successful bidder shall provide guarantee in the form of a first demand irrevocable and unconditional guarantee; to be issued by a scheduled Bank in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR-VIS or an equivalent rating by PACRA) as approved/agreed by the Procuring Agency in the best interest of GoS, in the form of a demand guarantee / pay order / standby letter of credit, guaranteeing the payment to GoS for any amount paid in advance and shall be utilized as per Services Agreement.
- 13.8 Proposals should be submitted with stamp(s) of the organization/company otherwise these may be rejected;
- 13.9 Bid should be valid for Ninety (90) Days from the date of submission of bids. The interested Firms should give their best & final prices as negotiations on the prices once quoted/offered are not permissible under the SPPRA Rules, 2010 (amended 2013);
- 13.10 The rates should include applicable Taxes including Income Tax & G.S.T etc., if any;
- 13.11 Incomplete bid / proposal or those received after deadline date and time will not be entertained;
- 13.12 No tender will be entertained without bid security in the prescribed form & such tender will be rejected on the spot;
- 13.13 Finance Department, Government of Sindh will not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or delivery of Bids;



- 13.14** The sealed proposals/bids should be submitted not later than **02:00 p.m.** on **15<sup>th</sup> December, 2016** to the Section Officer (HIC), Health Insurance Cell, Finance Department, Government of Sindh, Room No.139, **6<sup>th</sup> Floor**, Finance Complex, A.K Lodhi Block, Sindh Secretariat Building No.06, Kamal Atta-Turk Road, Karachi.
- 13.15** The Tenders / Bids will be opened on the same day i.e. **15<sup>th</sup> December, 2016** at **03:00 p.m.** as per timings prescribed in the Addendum in the presence of bidders;
- 13.16** Finance Department, Government of Sindh reserves the right to accept or reject any tender/bid or proposal subject SPPRA Rules;
- 13.17** Any oral communication from or with the authorized person(s) will be considered as un-official and non-binding on the procuring agency i.e. Finance Department, Government of Sindh. The Insurance Company should rely only on written statements exchanges with the authorities within Finance Department, Government of Sindh;
- 13.18** The companies/firms may be called for presentations.

#### **14 - IMPORTANT NOTE**

The Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny. It is intimated that no objection shall be entertained regarding the terms and conditions of the Bidding Documents at the later stages during the tender process. This Bidding Process will be governed under Sindh Public Procurement Rules-2010, as amended from time to time.

**15 - SYNOPSIS OF THE INSURANCE COMPANY**

<b>Sr.#</b>	<b>Particulars</b>	<b>Description / Remarks</b>
1.	Name of the Organization / Contractor	
2.	Date of Establishment	
3.	Date of Registration	
4.	Registration No.	
5.	NTN No.	
6.	G.S.T No.	
7.	S.R.B No.	
8.	Corporate Status	
9.	Owner/Proprietor/MD/CE Name:	
10.	CNIC No. :	
11.	Mailing Address	
12.	Contact No(s).	
13.	Cell No(s).	
14.	Fax No(s).	
15.	Email Address	
16.	Bank Name & Account No. (for which statement is enclosed)	
17.	Attachments:	<p>Attested copy of valid NTN, SRB &amp; G.S.T Certificates.</p> <p>Affidavit that company had never been black-listed</p> <p>Copy of 'Bank Statement' of last 6 months or copy of 'Financial Soundness' certificate</p> <p>Report of audited account.</p> <p>List of Clients with contact person (regular and occasional)</p>

**16 - PERFORMANCE SECURITY**

The successful Bidder shall furnish Performance Security as under: -

- within the number of days as mentioned the Letter of Acceptance letter from the Procuring Agency;
- in the form of a first demand irrevocable and unconditional guarantee, issued by a scheduled Bank in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR-VIS or an equivalent rating by PACRA) acceptable to the GoS, in the form of a demand guarantee / pay order / standby letter of credit, guaranteeing the payment to the Authority of an amount equal to five (05) percent of the Bid Price (**Table-7: Column-E, Sr.#34**); or in another form acceptable to the Procuring Agency;
- For a sum equivalent to five (05) percent of the Bid Price (**Table-7: Column-E, Sr.#34**);
- Denominated in Pak Rupees;
- Shall be valid for at least ninety (90) days beyond the date of completion/expiry of the Contract;
- The proceeds of the Performance Security shall be payable to the Procuring Agency, on the occurrence of any/all of the conditions, set out in the Services Agreement.
- If the contractor commits a default under the contract;
- The contractor shall cause the validity period of the performance security to be extended for such period (s) as the contract performance may be extended.

**17 - FORFEITURE OF PERFORMANCE SECURITY**

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

**18 - INTEGRITY PACT**

*(This Integrity Pact Format shall be on the Stamp Paper valuing Rs. 100/- submitted by the successful Bidder(s) with attestation of Notary Public).*

Contract Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: Health Insurance Policy for the Employees of Sindh Secretariat and Their Family Members (Entitled).

1. M/s. \_\_\_\_\_ hereby declares that it has no obtained or induced the Procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) Finance Department or any Administrative subdivision or Agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

2. Without limiting the generality of the foregoing, M/s. \_\_\_\_\_ represents 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's Fee or Kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Finance Department Government of Sindh, except that which has been expressly declared pursuant hereto.

3. M/s. \_\_\_\_\_ Certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Finance Department Government of Sindh and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

4. M/s. \_\_\_\_\_ Accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. 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 Finance Department, Government of Sindh under any law, contract or other instrument, be voidable at the option of Finance Department, Government of Sindh.

5. Notwithstanding any rights and remedies exercised by Finance Department, Government of Sindh in this regard, M/s. \_\_\_\_\_  
\_\_\_\_\_ Agrees to indemnify Finance Department, Government of Sindh for any loss or



damage incurred by it on account of its corrupt business practices and further pay compensation to Finance Department, Government of Sindh in an amount equivalent to Ten (10) times the sum of any commission, Gratification, Bribe, Finder's Fee or Kickback given by M/s. \_\_\_\_\_ 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 Finance Department, Government of Sindh.

\_\_\_\_\_  
(Government of Sindh, Finance Department)

\_\_\_\_\_  
(Bidders Authorized Signatures with Official Stamp)

19 - DRAFT SERVICES AGREEMENT

## SERVICES AGREEMENT

DATED AS OF DECEMBER \_\_\_\_\_, 2016

AT: KARACHI, PAKISTAN

BETWEEN

FINANCE DEPARTMENT  
GOVERNMENT OF SINDH  
(As Authority)

AND

M/s. [\*\*],  
(As Contractor)

## SERVICES AGREEMENT

THIS AGREEMENT is made at Karachi on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016 (the "Signing Date");

**BETWEEN:**

- (1) **THE GOVERNMENT OF SINDH**, acting through the SECRETARY, FINANCE DEPARTMENT, GOVERNMENT OF SINDH, having its principal office at \_\_\_\_\_, Karachi, Pakistan (hereinafter referred to as the "**Authority / GoS**", which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns), of the one part;

**AND**

- (2) M/S. [\*\*], a company registered under the Companies Ordinance, 1984 of Pakistan, having its registered office at [\*\*], Pakistan (hereinafter referred to as the "**Contractor**", which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-interest, permitted assigns and substitute), of the other part;

(the **Authority / GoS** and the **Contractor** shall collectively be referred to as the "**Parties**" and individually as the "**Party**").

**WHEREAS:**

- (1) The Authority, desires to improve the service delivery of health sector to the Employees of Sindh Secretariat and their Entitled Family Members in alignment with the requirements of the modern times. The Authority aims to significantly improve the coverage and utilization of health-care services, quality of care, and equity of access to health services.
- (2) On [\*\*], a Request for Proposal (the "**Request for Proposal**" or "**RFP**") was issued by the Authority to prospective bidders for, inter alia, inviting submission of bids for the provision of Health Insurance Policy for the Employees of Sindh Secretariat and their Entitled Family Members (the "**Project**"). After the technical evaluation of the bids and the subsequent financial evaluation by the Evaluation Committee constituted for the Project, the Contractor was found to be the Successful Bidder in terms of the RFP. Therefore, after the approval of the competent authority, the Letter of Award / Acceptance (**LoA**) was issued to the Contractor dated [\*\*].
- (3) For this Purpose, the Authority has agreed to enter into this Agreement with the Contractor for the execution of the Project, subject to and on the terms and conditions set forth herein;
- NOW, THEREFORE**, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

## 1. DEFINITIONS

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1.1. In this Agreement, the following words and expression shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

**“Agreement”** means this Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

**“Assumed Project Cost”** means the cost, based on the assumption of 1,500 (fifteen hundred) people for each category, as quoted by the Contractor in its financial bid.

**“Authority”** shall have the meaning attributed thereto in the array of Parties hereinabove;

**“Contractor”** shall have the meaning attributed thereto in the array of Parties hereinabove;

**“Corporate Medical Pool”** means a pool of money, which shall be used where the prescribed limit fixed for hospital care including surgical and room rent charges has exceeded, and/or for any related reimbursements, subject to the approval of the Authority.

**“Effective Date”** means the date, which shall not be later than thirty (30) days from the Signing Date on which all the Conditions Precedent are fulfilled, deferred or waived.

**“Employees”** means the Sindh Secretariat employees (including pensioners) and officers and/or staff currently posted at the Sindh Secretariat, Karachi.

**“Entitled Family Members”** means the family members of the Employee limited to the Employee’s spouse, parents and children (up to the age of 28 years).

**“Finance Department”** means the Finance Department, government of Sindh;

**“Force Majeure Event”** shall have the meaning ascribed thereto under Article 12 of this Agreement;

**“Government Authority (ies)”** means the Authority, any local government or any other ministry, governmental department, commission, board, body, bureau, agency, authority, instrumentality, inspectorate, statutory corporation or body corporate over which the Authority exercises control, court or other judicial or administrative body or official or Person, having jurisdiction over the Contractor, the Project or any portion thereof and the performance of obligations and exercise of rights of the Parties in accordance with the terms of the Agreement;

**“Grant Period”** shall have the meaning ascribed thereto under Article 2.21 of this Agreement;

**“Health Insurance Card”** means a temper-proof plastic card mentioning the complete details of Employees and their Entitled Family Members including the name, age, address, category, policy number, validity of the card and any other relevant details; which will be used as an insurance identity for provision of health services;

**“Independent Auditor”** means the expert appointed in respect of the Project in accordance with Article 9 and in terms of the Independent Auditor Agreement;

**“Independent Auditor Agreement”** means the agreement to be entered into between the Authority, the Contractor, the Independent Auditor and any other Person agreed by the Parties in accordance with Article 9 of this Agreement;



**“Indicative Independent Auditor Terms of Reference”** means the duties, functions and the scope of work to be performed by the Independent Auditor, as indicatively attached herewith as **Annex – B (Indicative Independent Auditor Terms of Reference)**; provided, however, upon execution of the Independent Auditor Agreement, the scope of work of the Independent Auditor set out therein shall be deemed to replace the **Annex – B (Indicative Independent Auditor Terms of Reference)**;

**“Material Adverse Effect”** means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations in accordance with the provisions of this Agreement, which act or event causes a material financial burden or loss to either Party;

**“Parties”** means the parties to this Agreement collectively and “Party” shall mean any of the parties to this Agreement individually;

**“Performance Security”** means a first demand irrevocable and unconditional guarantee, issued by a scheduled bank in Pakistan (with a minimum credit rating of at least ‘AA-’ as rated by JCR VIS or an equivalent rating by PACRA) acceptable to the GoS, in the form of a demand guarantee / pay order / standby letter of credit, guaranteeing the payment to the Authority of an amount equal to five (05) percent of Assumed Project Cost;

**“Premium”** means the yearly insurance premium of each category quoted by the Contractor in its financial bid;

**“Project”** shall have the meaning attributed thereto in the Recitals above.

**“Project Account”** shall have a meaning ascribed thereto in Article 8.4 of this Agreement;

**“Public Representative(s)”** mean an elected representative of the people of Sindh i.e. Member of Provincial Assembly, Sindh or Advisor / Special Assistant to the Chief Minister appointed as per the prescribed rules;

**“Scope of Service(s)”** shall mean the scope of services, as set out at **Annex – A** of this Agreement;

**“SECP Approved Auditor List”** means the list of Auditors approved by the Insurance Division of Securities & Exchange Commission of Pakistan.

**“Smart Card (s)”** means a plastic card with a built-in microprocessor including the Radio Frequency Identification (RFID) and 1½ X 1½ photo of each insured person, which will be used as an insurance identity to perform the financial transaction;

**“Signing Date”** shall mean the date of signing of this Agreement;

## **2. EFFECTIVENESS, COMMENCEMENT AND DURATION**

### **2.1 EFFECTIVENESS OF THIS AGREEMENT**

2.1.1 This Article 2 shall come into force on the Signing Date. The other provisions of this Agreement shall come into force on the Effective Date.

## 2.2 DURATION OF THIS AGREEMENT

- 2.2.1 This Agreement shall be for the duration of three (03) years from the Effective Date (the **Grant Period**), which may further be extended for an additional term of three (03) years subject to Article 3.2 of this Agreement, where the request for extension of Grant Period can be made only once.
- 2.2.2 Notwithstanding anything to the contrary, the first (01<sup>st</sup>) year of this Agreement, regardless of the Effective Date, shall end on the 30<sup>th</sup> of June of that financial year.

## 2.3 CONDITIONS PRECEDENT

- 2.3.1 The Contractor shall satisfy or procure the satisfaction of their respective Conditions Precedent as soon as reasonably possible and in any event within thirty (30) days (which may be mutually extended by the Parties) of the Signing Date (the **Effective Date**).

### 2.3.1.1 The Conditions Precedent to be satisfied by the Contractor are as follows:

- (a) submitting to the Authority certified true copies of all resolutions adopted by the board of directors of the Contractor authorizing execution, delivery and performance of this Agreement;
- (b) submitting to the Authority certified true copies of all resolutions adopted by the board of directors of the Contractor authorizing a specified person or persons to execute this Agreement on behalf of the Contractor; and all undertake all other acts specifically relating to the Agreement, as contemplated by this Agreement;
- (c) The Contractor has provided the Performance Security to the Authority, which shall be effective and valid for at least ninety (90) days beyond the date of completion of contract.
- (d) The Contractor has carried out a survey for determining the total number of Employees of Sindh Secretariat.
- (e) The Contractor has carried out a survey and identified the Entitled Family Members of each Employee.
- (f) The Contractor has entered into the Independent Auditor Agreement for the appointment of Independent Auditor for the Project.
- (g) The Contractor has opened a Project Account with a reputable bank with the approval.

## 3. GRANT OF SERVICES AGREEMENT, GRANT PERIOD

### 3.1. GRANT PERIOD

- 3.1.1. In consideration of the Contractor's obligations contained in this Agreement and relying on the Contractor's warranties contained herein, the Authority, subject to the terms of this Agreement, hereby grants to the Contractor and authorizes it, for the duration of the Grant Period, to operate, maintain and implement the Project and to exercise and enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement.

### 3.2. EXTENSION OF GRANT PERIOD

- 3.2.1. Notwithstanding anything to contrary stated in this Agreement, the Contractor may request an extension of the Grant Period at any time prior to the Expiry of the Grant Period; provided, that at the time of the request the Contractor is materially in compliance with its obligations under this Agreement and is not otherwise facing a default therein. The Authority has the right to accept or reject this request for extension at its sole and absolute discretion.

## 4. OBLIGATIONS OF THE AUTHORITY

4.1. The Authority hereby agrees and undertakes that:

- (a) The Authority shall provide and shall seek the co-operation of other relevant Government Authorities for providing such reasonable assistance as may be reasonably requested by the Contractor for determining the total number of Employees and their Entitled Family Members for the performance of the Contractor's obligations or the exercise of the Contractor's rights under this Agreement;
- (b) The Authority shall bear the cost of Premium to be payable to the Contractor. The cost of Premium shall be based on the details provided under the Scope of Services;
- (c) The Authority shall pay the Premium to the Contractor on quarterly in advance basis at the end of every quarter;
- (d) The Authority shall pay the Premium to the Contractor on a quarterly basis in accordance with the government procedures and disbursement mechanisms;
- (e) The Authority shall support, cooperate with and facilitate the Contractor in the implementation of the Project in accordance with the provisions of this Agreements;
- (f) The Authority shall monitor and inspect the performance of the Contractor.

## 5. OBLIGATIONS OF THE CONTRACTOR

5.1. The Contractor hereby agrees and undertakes that:

- (a) The Contractor shall provide the services to the Employees, Public Representatives and their Entitled Family Members in accordance with the Scope of Services and the terms and conditions of this Agreement;
- (b) The Contractor shall issue Health Insurance Cards to the Employees, Public Representatives and their Entitled Family Members, which will be used as an insurance identity for provision of health services;
- (c) At least two (02) Health Insurance Cards shall be issued to each Employee and the Public Representative mentioning all the details including the details of the Entitled Family Members.
- (d) The Contractor shall ensure the delivery of at least two (02) Health Insurance Cards to each Employee and Public Representative along with the pamphlet that shall be printed in Urdu and Sindhi languages detailing complete guidance of the coverage and method to be

- adopted in case of a claim;
- (e) The Contractor shall verify the particulars of each Entitled Family Member of the Employee from its family tree using the NADRA CNIC Verification System (VERISYS).
  - (f) The Contractor shall set up a dedicated 24/7 Call Center for the efficient and effective coverage of the Project, which shall come into operations by the Effective Date;
  - (g) The Contractor shall ensure that the Call Center and its employed staff are in line with good industry practices. The Contractor shall keep complete computerized log/record for all incoming and outgoing calls;
  - (h) The Contractor shall keep and maintain record of complete details of the Employees and their Entitled Family Members, including their mailing addresses, email addresses, and contact / cell phone numbers using web portal and mobile application;
  - (i) The Contractor shall develop a mobile application for the purposes at (h) above, and shall also provide SMS alert service on daily basis to inform the insured employees about the status of their usage and billing;
  - (j) The Contractor shall develop and provide web portal to the Finance Department, Government of Sindh, for real time information of the insured employees for viewing the claim and payment system within a minimum time lag;
  - (k) The Contractor shall depute a team of at least 01 (one) MBBS Doctor, 01 (One) licensed / experienced Accountant and 03 (Three) supporting paramedic staff at the Finance Department, Government of Sindh, at their own cost and expense. This team shall liaison and coordinates all the work under this Agreement between the Authority and the Contractor.
  - (l) The Contractor shall submit any and/or all rejected claim to the Authority within seven (07) days;
  - (m) The Contractor shall be responsible for all government taxes, duties and levies including local government tax during the term of this Agreement;
  - (n) The Contractor shall ensure that if any office area is given to the Contractor for carrying out the purposes of this Agreement, it shall solely be used for carrying out the purposes of this Agreement, or any other additional services as determined by the Authority from time to time;
  - (o) The Contractor shall use the logo of the Authority along with its own logo in all official publications including but not limited to signboards, letter head and official cards, and in any course of events organized in connection with the assignment under this Agreement;
  - (p) The Contractor shall place signboards with logo of the Authority at the Sindh Secretariat, Karachi for visibility of the assignment under this Agreement;
  - (q) The Contractor shall provide to the Authority, and the Independent Auditor, a quarterly progress report in relation to the services performed by the Contractor including the expenses incurred by the same;



- (r) The Contractor shall maintain a record of financial transactions and accounts in such manner as is expected of a corporate body;
- (s) The Contractor shall not assign rights or delegate obligations to any other party under this Agreement, without prior written consent of the Authority.
- (t) The Contractor shall transfer back to the Authority any and/or all computer database, computer program, invention, design, literary work, improvement or idea developed by the Contractor in the course of assignment under this Agreement the at the expiry of the Grant Period or termination of this Agreement, whichever comes earlier.
- (u) At the end of the second year, if the Authority decides to review and introduce Smart Cards, then the Contractor shall:
  - a. issue Smart Cards to each Public Representative, Employee and each of their Entitled Family Members separately with details of insurance coverage and policy details. The Smart Cards shall have Radio Frequency Identification (RFID) and 1½ X 1½ photo of each insured person;
  - b. issue Smart Cards to the Public Representatives, Employees and their Entitled Family Members for storing and reading data of the insured persons.
- (v) The Contractor shall ensure:
  - a. Only the designated officers as identified by the Authority shall have the right to visit the project office of the Contractor at mutually agreed time and the Contractor shall facilitate such visits and shall take due notice of any action on the written observations made during their visits, under intimation to the Authority;
  - b. Only the designated officers and/or auditors as identified by the Authority shall have the right to inspect any and/or all administrative and financial records, oral or written, of the Project at mutually agreed time and the Contractor shall facilitate such inspections and shall take due notice of any action on the written observations made during their inspection visits, under intimation to the Authority;
  - c. The Independent Auditor shall have the right to inspect any and/or all administrative and financial records, oral or written, of the Project at any time and the Contractor shall facilitate such inspections and shall take due notice of any action on the written observations made during their inspection visits, under intimation to the Authority

## **6. REPRESENTATIONS AND WARRANTIES**

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### **6.1. Representations and Warranties of the Contractor**

#### **6.1.1. The Contractor represents and warrants to the Authority that:**

- (a) it is a company incorporated under the laws of Pakistan, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (b) its registered office is situated in the Province of Sindh;

- (c) it has taken all necessary corporate and other actions under applicable laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (d) it has the financial standing, technical ability and capacity to perform its obligations under this Agreement;
- (e) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (f) it is subject to the laws of Pakistan, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising hereunder including any obligation, liability or responsibility hereunder;
- (g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum and articles of association or any applicable laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it or they is or are a party or by which it or they or any of its or their properties or assets is bound or affected;
- (h) there are no actions, suits, proceedings or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- (i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any government department which may result in any Material Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (j) it has complied with all applicable laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Agreement;
- (k) all rights and interests given to the Contractor under this Agreement shall pass to and vest in the Authority or its nominee on the termination of this Agreement free and clear of all liens, claims and encumbrances; and
- (l) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any government department pursuant to this Agreement contains or will contain any untrue or misleading statement of material

fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

6.2. Representations and Warranties of the Authority

6.2.1. The Authority represents and warrants to the Contractor:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- (b) it has taken all necessary actions under the applicable laws to authorize the execution, delivery and performance of this Agreement;
- (c) it has the financial standing and capacity to perform its obligations under this Agreement;
- (d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof; and
- (e) it has complied with the applicable laws in all material respects.

6.3. Disclosure

- 6.3.1. In the event that any occurrence of circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

**7. PAYMENTS, FINANCE & AUDIT**

- 7.1. The Authority shall pay a lump sum advance amount of PKR [\*\*] million (Pak Rupees [\*\*] Million) to the Contractor within thirty (30) days of the Effective Date;
- 7.2. The Contractor shall provide guarantee in the form of a first demand irrevocable and unconditional guarantee; to be issued by a scheduled Bank in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR-VIS or an equivalent rating by PACRA) as approved/agreed by the Procuring Agency in the best interest of GoS, in the form of a demand guarantee / pay order / standby letter of credit, guaranteeing the payment to GoS for any amount paid in advance and shall be utilized as per Services Agreement.
- 7.3. The Authority shall deposit a lump sum amount of PKR 50 million (Pak Rupees Fifty Million) in the Corporate Medical Pool within thirty (30) days of the Effective Date;
- 7.4. The Corporate Medical Pool will be replenished on the written request of the Contractor, which shall only be made if at least eighty (80%) percent of the funds in the Corporate Medical Pool have

- been utilized. The Contractor shall provide complete details of the utilization from the Corporate Medical Pool along with the written request for replenishment.
- 7.5. The Authority shall bear the cost of Premium to be payable to the Contractor;
- 7.6. The Authority shall pay the Premium to the Contractor on quarterly basis at the end of every quarter up till the expiry of the Grant Period or termination of this Agreement, whichever comes earlier;
- 7.7. The quarterly payments shall be dependent upon the number of Health Insurance Cards issued at the end of each quarter, and the calculation of the Premium on the issued Health Insurance Cards accordingly;
- 7.8. An annual profit/loss ratio and inflation rate shall be applied, in accordance with the table at **Annex – C**, on the Premium of each category quoted by the Contractor in its financial bid;
- 7.9. The Authority shall pay the Premium to the Contractor in accordance with the government procedures and disbursement mechanisms. The Contractor shall be free to utilize, as it deems most appropriate for the best delivery of the services under this Agreement;
- 7.10. The differential amount of premium shall be paid/returned by/to GoS, if there is any change in the tax-rate/tax-structure by the Federal or Provincial Government affecting the taxes applicable during the term of this Agreement.
- 7.11. The Contractor shall carry out the services under this Agreement in accordance with the Scope of Services and approved budget. The Authority shall not compensate for expenses beyond those approved in the budget.
- 7.12. The Contractor shall notify and seek written consent from the Authority if it obtains any financing or donation, charity, philanthropic gifts, including financial or non-financial, for providing services under the scope of this Agreement from a third party during the term of this Agreement.
- 7.13. The Contractor shall open and maintain a separate bank account to be operated by the Contractor solely for the purposes of this Agreement (the **Project Account**);
- 7.14. The Project Account in respect of this Project shall be audited by the Independent Auditor annually and a copy thereof shall be provided to the Authority within thirty (30) days of the approval of accounts.
- 7.15. In the event of any savings at the end of any quarter or year including the savings in the Corporate Medical Pool, the unspent amount shall remain with the Contractor for the next quarter or year respectively, subject to the consent of the Authority.
- 7.16. In the event of any savings at the end of the term of this Agreement including the savings in the Corporate Medical Pool, the unspent amount shall promptly be returned to the Authority.

## **8. INDEPENDENT AUDITOR**

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- 8.1. Within fifteen (15) days from the Signing Date, the Contractor shall provide the Authority with a list of three (3) reputable firms of chartered accountants from SECP Approved Auditor List for appointment of the Independent Auditor (the **IA List**).



- 8.2. Within fifteen (15) days of receipt by the Authority of the IA List, the Authority shall select a reputed firm of chartered accountants from the IA List and the Authority and the Contractor shall appoint such firm as the Independent Auditor in terms of the Independent Auditor Agreement.
- 8.3. In the event the firms of chartered accountants identified by the Contractor in the IA List are not acceptable to the Authority, the Contractor and the Authority shall appoint (in terms of the Independent Auditor Agreement) such firm as the Independent Auditor as is mutually acceptable to the Authority and the Contractor and such appointment shall be in terms of the Independent Auditor Agreement.
- 8.4. The Independent Auditor shall provide the services set out in the Independent Auditor Agreement and as requested by the Parties with mutual consent from time to time.
- 8.5. The appointment of the Independent Auditor shall be for a term of three (03) years (the **Appointment Term**) from the Effective Date; provided, however, the Independent Auditor Appointment Term may be extended prior to expiry of the same so as to ensure that at all times during the Grant Period an Independent Auditor is retained/appointed, for the purposes set out in this Agreement.
- 8.6. The Parties shall require the Independent Auditor to designate and notify to the Authority and the Contractor of the authorized representatives of the Independent Auditor that shall be authorized by the Independent Auditor to sign for and on behalf of the Independent Auditor, and any communication or document required to be signed by the Independent Auditor shall be valid and effective only if signed by such authorized signatories on behalf of the Independent Auditor; provided, that the Independent Auditor may, by notice in writing to the Parties, substitute any of the authorized signatories.
- 8.7. The Contractor shall be solely responsible for the payment of the fees and expenses payable to the Independent Auditor pursuant to the Independent Auditor Agreement, notwithstanding that the Independent Auditor shall be appointed by and shall fulfill its obligations in accordance with the terms of the Independent Auditor Agreement.
- 8.8. The appointment of the Independent Auditor may be terminated:
- 8.8.1. by either Party if, the Independent Auditor is adjudged insolvent and / or bankrupt and / or the winding up proceedings are filed against the Independent Auditor and/or the Independent Auditor files winding up proceedings in a court of law and / or any action for malpractice and / or misadministration is filed against the Independent Auditor in a court of law;
- 8.8.2. by the Parties with the mutual consent of the Parties.
- 8.8.3. by the Authority at its sole and absolute discretion;
- 8.9. The occurrence of any of the events listed in section 8.8, the Parties shall have the right to terminate the Independent Auditor Agreement in accordance with the terms of the same or and/or in the event of expiry of the Appointment Term, the Parties shall appoint a new Independent Auditor. In the afore-stated circumstances, the Parties shall replace the appointed Independent Auditor with another firm of chartered accountants provided by the Contractor pursuant to section 9.1 above; provided, however, that the termination and/or replacement of the Independent Auditor shall not have effect till such time as the replacement Independent Auditor has been appointed.

- 8.10. The Independent Auditor shall provide the services set out in the Independent Auditor Agreement and as requested by the Parties with mutual consent from time to time. Unless mutually agreed otherwise between the Parties, the Independent Auditor Agreement shall be in accordance with the Indicative Independent Auditor Terms of Reference;
- 8.11. The Contractor shall ensure that all provisions of this Agreement pertaining to the Independent Auditor and its responsibilities in respect of the matters set out herein are duly incorporated in the Independent Auditor Agreement.

## **9. DISPUTE RESOLUTION**

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- 9.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party shall, in the first instance, be attempted to be resolved amicably between the Parties.
- 9.2. The Parties agree to use their best efforts for resolving all disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any dispute.

## **10. ARBITRATION**

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- 10.1. In the event that any dispute between the Parties as to matters arising pursuant to this Agreement is not resolved amicably within thirty (30) days of receipt by one Party of the other Party's request for such amicable settlement, it shall be resolved in accordance with the following provisions:
- (a) Each of the parties unconditionally and irrevocably agrees to the submission of such dispute to binding arbitration governed by the Arbitration Act, 1940, by appointment of a sole arbitrator that is acceptable to both the Parties.
  - (b) Each of the Parties unconditionally and irrevocably agrees to accept the award rendered by the Arbitrator as final and binding and not to hinder, obstruct or nullify the enforcement or execution of any award rendered by the Arbitrator.
  - (c) The cost of the arbitration shall initially be borne by both the Parties equally, however, at the time of award, the cost shall be borne by either of the Party or both the Parties as assessed by the arbitrator.
  - (d) The venue of such arbitration, including the venue of hearings and meetings of the arbitral tribunal, shall be Karachi, and the language of arbitration proceedings shall be English.
  - (e) The Parties agree and undertake to carry out the award made by the Arbitrators without delay.
  - (f) The Contractor and the Authority agree that an award may be enforced against the Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.
  - (g) This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

**11. FORCE MAJEURE**

- 11.1 A "**Force Majeure Event**" shall mean any event or circumstance or combination of events or circumstances (including the effects thereof) that is beyond the reasonable control of a Party and that on or after the Effective Date materially and adversely affects the performance by such affected Party (the **Affected Party**) of its obligations under or pursuant to this Agreement; provided, however, that, such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the Affected Party through the exercise of diligence and reasonable care.
- 11.2 Without limiting the generality of the foregoing, Force Majeure Events hereunder shall include each of the following events and circumstances (including the effects thereof), but only to the extent that each satisfies the requirements above:
- i. any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, , riot, insurrection, civil commotion, or act or campaign of terrorism or political sabotage; or
  - ii. any strike & lockout, work-to-rule, go-slow, or analogous labour action that is politically motivated or is widespread or nationwide; or
  - iii. any lightning, fire, earthquake, tsunami, flood, storm, cyclone, typhoon, or tornado; or
  - iv. any change in law or legislation, any decision or order of governmental authorities or judicial authorities that impedes the performance under this Agreement.
- 11.3 Notwithstanding anything contained herein, the Affected Party shall, as soon as practicable, and in any case within seven (7) days of the date of occurrence of a Force Majeure Event or from the date of having knowledge thereof, notify the Independent Auditor and the other Party, of the occurrence of the Force Majeure Event by the issuance of a notice in writing (the **Force Majeure Notice**).
- 11.4 The Parties shall, as soon as practicable upon the receipt of the Force Majeure Notice and in any case within five (5) days from the date of receipt of the same, convene a meeting, along with the Independent Auditor, to: i) assess the impact of the underlying Force Majeure Event; ii) determine the likely duration of Force Majeure Event; and iii) formulate damage mitigation measures and the steps to be undertaken by the Parties for resumption of the obligations, the performance of which had been affected by the Force Majeure Event.
- 11.5 Upon occurrence of the Force Majeure Event, the obligations of the Parties under this Agreement shall be suspended for the duration of the Force Majeure Event, provided however that the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event and/or of the effects of the same.
- 11.6 If a Force Majeure Event subsists for a continuous period of ninety (90) days, either Party may in its discretion terminate this Agreement by issuing a notice of termination to the other Party.

**12. TERMINATION**

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- 12.1. This Agreement shall be automatically terminated at the expiry of the Grant Period, unless otherwise renewed by the Authority based on performance of the Contractor as determined by the Authority and the Independent Auditor.
- 12.2. Upon occurrence of the Force Majeure Event, either Party may in its discretion terminate this Agreement by issuing a notice of termination to the other Party subject to Article 12.6 of this Agreement;
- 12.3. If at any stage, the object of this Agreement is not being adequately achieved based on the assessment of the Authority, the Authority may issue a show cause notice to the Contractor, with response time of maximum eight (08) weeks. Following the Contractor's response, the Authority may allow a maximum period of ninety (90) days to the Contractor to rectify its non-performance and align to the object of this Agreement. If such fault persists at the expiry of the rectification period, the Authority shall have the discretion to terminate this Agreement by issuing a notice of termination. In such a case, the Performance Security shall be encashed by the Authority and the Contractor shall promptly return any and/or all unspent amount to the Authority.
- 12.4. Upon termination, the Contractor shall transfer back to the Authority any and/or all computer database, computer program, invention, design, literary work, improvement or idea developed by the Contractor in the course of assignment under this Agreement.

**13. MISCELLANEOUS**

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**13.1. ENTIRE AGREEMENT**

- 13.1.1. The Parties hereto acknowledge, confirm and undertake that this Agreement, as at the date hereof, constitutes the entire understanding between the Parties regarding this assignment and supersedes all previous written and/or oral representations and/or arrangements regarding this assignment.

**13.2. AMENDMENT**

- 13.2.1. The provisions of this Agreement may be amended or modified in writing only with the prior written consent of each of the Parties, except for the factors on which the bidder was declared successful including the Premium quoted in its financial bid.
- 13.2.2. This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

**13.3. SEVERABILITY**

- 13.3.1. The failure by any Party to exercise any right or remedy herein or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future exercise of such right or remedy, but the same shall continue and remain in full force and effect. All rights and remedies that any party may have at law, in equity or otherwise upon breach of any term or condition of this Agreement, shall be distinct, separate and cumulative rights and remedies and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other right or remedy.



13.3.2. Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision had never been contained herein.

13.4. **NOTICES**

13.5. Any notice or request in reference to this Agreement shall be written in English language and shall be sent by mail, facsimile or email and shall be directed to the other Party at the address mentioned below:

**Authority: Finance Department, Government of Sindh.**

Attention: [\*\*]

Address: [\*\*]

Tel: [\*\*]

Fax: [\*\*]

Email: [\*\*]

**Contractor: [\*\*]**

Attention: [\*\*]

Address: [\*\*]

Tel: [\*\*]

Fax: [\*\*]

Email: [\*\*]

13.6. Any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working day following the date of its delivery.

13.7. Each Party may change the above address by prior written notice to the other Party.

13.8. **GOVERNING LAW**

13.8.1. This Agreement shall be governed by and construed in accordance with the laws of Pakistan.

SIGNATURE PAGE

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed by their duly authorized officers as of the date first above written.

AS GOS

For and on behalf of GOVERNMENT OF SINDH through SECRETARY, FINANCE DEPARTMENT its authorized signatory



SIGNATURE

Name:

.....

Designation:

in the presence of:  
signature of witnesses

SIGNATURE

1- Name:  
Address:  
NIC No:

.....

2- Name:  
Address:  
NIC No:

.....

AS CONTRACTOR

For and on behalf of [\*\*] through its authorized signatory



SIGNATURE

Name:

.....

Designation:

in the presence of:  
signature of witnesses

SIGNATURE

1- Name:  
Address:  
NIC No:

.....

2- Name:  
Address:  
NIC No:

.....

Health Insurance Cell, FD, GOS

ANNEX - ASCOPE OF SERVICES

The scope of services will be based on the following benefits:

1. In-Patient Treatment (Hospitalization) and/or Day Care Treatment;
2. Maternity.
3. Reimbursement of Out-Patient Treatment (OPD);
4. Other Medical Services/Facilities.

1. IN-PATIENT TREATMENT (HOSPITALIZATION & DAY CARE) BENEFITS

The In Patient (hospitalization and day care) benefit must cover all medical expenses incurred up to the specified limit while an insured is hospitalized due to illness, surgery, operative procedures or accident.

DESCRIPTION OF BENEFITS / PLAN	PLAN - A	PLAN - B	PLAN - C
	GRADE / BPS: 19 - 22	GRADE/ BPS: 16 - 18	GRADE/ BPS: 01 - 15
TENTATIVE NUMBER OF EMPLOYEES <sup>5</sup> (EXCLUDING DEPENDENTS)	258	1,855	6,279
HOSPITAL CARE: <ul style="list-style-type: none"> <li>• Total Hospital, Surgical and Misc. Expenses inclusive of Daily Room Rent Charges</li> </ul> Per Annum Per Life	Rs.1,000,000	Rs.700,000	Rs.500,000
HOSPITAL ACCOMMODATION & BOARD: (Ward/Room, ICU, CCU & SCU will be allowed for 09 days each time for all categories)	PRIVATE	SEMI - PRIVATE	GENERAL WARD
MATERNITY CARE: <ul style="list-style-type: none"> <li>• Any hospitalization related to pregnancy per annum: <ul style="list-style-type: none"> <li>- Caesarean Section</li> <li>- Normal &amp; Miscarriage related treatment</li> </ul> </li> </ul>	Rs.200,000  Rs.100,000	Rs.150,000  Rs.75,000	Rs.100,000  Rs.50,000
Corporate Medical Pool (Whole Group)	A Corporate Medical Pool of Rs.50.000 Million shall be established with the insurance company, which shall be utilized with the approval of GoS, in case of exceeding prescribed limit fixed for hospital care including surgical & daily room rent charges, reimbursement etc, subject to recommendation of the medical board and proper verification. The insurance company shall forward a request		

<sup>5</sup> The number of Secretariat Employees given for each category may increase or decrease as per time to time decisions of GoS.



	for the replenishment of the fund on its 80% utilization along with complete utilization details. Any unused balance shall be carried forward for the next contract year or shall be refunded to GoS.
OPD Reimbursement for treatment of chronic diseases from panel hospitals only (as per clause 4.3)	Rs.300,000/- per family annual limit. (The Corporate Medical Pool shall be used up for OPD Reimbursement. The mechanism for payment shall remain same as of Corporate Medical Pool)

Eligible medical expenses shall include hospitalization and Day Care as follows:

HOSPITALIZATION	DAY CARE
- Daily Room and Board charges;	- Lithotripsy;
- In-hospital consultations charges;	- Endoscopy;
- Surgical Fees;	- Excision Biopsy;
- Anesthetist's Fee;	- Gastroscopy;
- Diagnostic Investigations;	- Partial Mastectomy;
- Operation Theatre Charges;	- Tonsillectomy/Adenoidectomy;
- Blood & Oxygen supplies;	- Veins/Varicose;
- In-patient medicines expenses;	- Non-malignant tumors/Abscess;
- ICU / CCU charges;	- Cholecystectomy;
- Organ Transplant;	- Herniorrhaphy;
- Burns	- Appendectomy;
- Stroke/CVA	- Cataract Surgery;
- Local ambulance services;	- Angiography;
- Pre & post-hospitalization out-patient;	- MRI;
- Expenses, such as; consultation charges, cost of prescribed medicines and diagnostic tests before & after (30 days).	- CT Scan;
- Angioplasty/By-Pass Heart Surgery;	- Thallium Scan;
- Thyroid Dichotomy	- Kidney Dialysis;
- Other Operative Procedures	- Treatment of cancer (including chemotherapy with pre & post-hospitalization expenses of chemotherapy) up to full hospitalization limit;
	- Treatment of <b>Hepatitis B &amp; C</b> such as, Inj.

	<p>Interferon therapy/ Tab. Sovaldior equivalent along with all combination therapy, consultation &amp; laboratory tests such as PCR/LFT) up to full hospitalization limit;</p> <p>- Treatment of all injuries/fractures and lacerated wounds (outpatient within 24 hours) Accidental Dental treatment (outpatient within 48 hours for pain relief only).</p> <p>- Other Operative Procedures</p>
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- a. Congenital Birth Defects (CBD) should be fully covered under basic hospitalization;
- b. Interferon/ Sovaldi or equivalent along with all combination therapy with & PCR and other relevant lab tests for Hepatitis B & C should be fully covered under basic hospitalization limit;
- c. No deductions or comparison for re-imburement on Pre & Post 30 days related hospitalization claims except non-medical items & medical equipment;
- d. In case of emergency medical treatment from any non-panel hospital, the company shall reimburse the amount of expenditure incurred on such treatment subject to strict verification and counter check on its own.
- e. Ambulance charges would be covered from hospitalization benefit (In case of accident and life threatening situations).
- f. In cases of emergency or life threatening situations, if the prescribed limit of Hospital Care per annum per life is reached, the medical services shall not be stopped/blocked. In such cases, the Contractor may claim such additional amount from the Authority on actual basis. The reimbursement under such claim shall be made by the Authority within the period of thirty (30) working days from the receipt date of the claim or the date of the quarterly payment, whichever is earlier. No late penalty shall be charged from the Authority in case of delay of reimbursement.

## **2. MATERNITY**

- a. Follow-up visits of patients during or after pregnancy;
- b. Normal/Caesarean/Multiple Birth/Force/Complicated;
- c. Pre & Post Natal Expenses are to be covered up to the maternity limit (after Delivery);
- d. Obstetrician's Fee for delivery & Consultation during hospitalization;

- e. Coverage of congenital birth defect/illness under all benefits;
- f. Newly born babies are to be covered from very 1st day of birth;
- g. New born baby's nursery care charges during mother's hospitalization, including incubator facility;
- h. Miscarriage resulting into D&C or D&E payable from normal maternity limit once in a year.

### **3. REIMBURSEMENT OF OPD BENEFITS**

The Out-Patient benefits are covered for the following services:

- a. Diagnostic Test/Executive Checkup once in a year for insured persons of age 40 years and/or above.
- b. Physicians' or Consultants' fee;
- c. Prescribed Medicines;
- d. Prescribed Diagnostic tests;
- e. Medical Emergencies not leading towards hospitalization;
- f. Psychiatric treatments;
- g. Intra-Ocular lens implants of premium quality;
- h. Dental (complete treatment excluding for cosmetic purposes);
- i. For the following Chronic disease all kinds of consultation, investigation, diagnosis, procedures and medicines shall be allowed:

SNO	NAME OF DISEASES	SNO	NAME OF DISEASES
1.	Cerebro Vascular Accident	13.	Hemophilia
2.	Epilepsy	14.	Polycystic Ovarian Diseases
3.	Chronic Renal Failure	15.	COPD
4.	Nephrolithiasis	16.	Valvular Heart Diseases
5.	Hepatitis A, B, C & E	17.	Bronchial Asthma
6.	Cancers	18.	Thyroid Disorder
7.	Diabetes Mellitus	19.	Osteoporosis
8.	Hypertension	20.	Systemic Lupus Erythematosus

9.	Ischemic Heart Diseases	21.	Endometriosis
10.	Thalassemia	22.	Cholesterol
11.	Osteoarthritis	23.	Any other Chronic ailment apart from the mentioned diseases.
12.	Pulmonary Tuberculosis		

#### **4. OTHER MEDICAL FACILITIES /SERVICES.**

- a. Health Questionnaire Forms are not required to declare any medical condition to the insurance company;
- b. Number of employees/lives can be increased/ decreased from time to time at no extra cost; however, the premium for the addition of the insured person(s) shall remain the same as mentioned in the age band wise premium in the financial proposal of the successful bidder, and the premium shall be refunded/adjusted for all deletions on pro-rata basis.

**ANNEX - B****INDICATIVE INDEPENDENT AUDITOR TERMS OF REFERENCE**

The Independent Auditor shall:

- a. perform random verification of hospital bill/s (sample not more than 05%);
- b. checking of service quality at regular time intervals;
- c. The payment of Premium to the Contractor on quarterly in advance basis at the end of every quarter. Such payments, shall be verified and certified by the Independent Auditor;
- d. The quarterly payments will be dependent upon the number of Health Insurance/Smart Cards issued, and the calculation of the Premium on the issued Smart Cards accordingly. The Independent Auditor shall ascertain and verify the number of Health Insurance/Smart Cards issued;
- e. The Project Account in respect of this Project shall be audited by the Independent Auditor annually and a copy thereof shall be provided to the Authority within thirty (30) days of the approval of accounts;
- f. In cases of emergency or life threatening situations, if the prescribed limit of Hospital Care per annum per life is reached, the medical services shall not be stopped/blocked. In such cases, the Contractor may claim such additional amount from the Authority on actual basis. Such additional amounts shall be verified by the Independent Auditor.

Hence quarterly billing shall be dependent upon the certification from the Independent Auditor. An unsatisfactory report by such firm shall entitle the Authority to withheld payments of unverified amounts and may even lead to discontinuation of the contract in case of severe observation/gap in service delivery.



ANNEX - CTABLE OF PROFIT LOSS RATIO & INFLATION CHARGES

SR.#	CLAIM/LOSS RATIO RANGES	INFLATION CHARGES	PROFIT SHARING WITH GOS
1.	10-20.99%	0%	60%
2.	21-39.99%	0%	40%
3.	40-60.99%	0%	20%
4.	61-70.99%	0%	15%
5.	71-80.99%	0%	7%
6.	81-85.99%	0%	3%
7.	86-90.99%	0%	0%
8.	91-99.99%	5%	0%
9.	100-109.99%	12%	0%
10.	110-119.99%	22%	0%
11.	120-140.99%	40%	0%
12.	141-160.99%	60%	0%
13.	161-199.99%	100%	0%
14.	ABOVE 200%	MAY BE DECIDED ON MUTUAL UNDERSTANDING, IF GOS DEEMS APPROPRIATE OR OTHERWISE.	