



SINDH REVENUE BOARD
GOVERNMENT OF SINDH



SUBJECT :- MINUTES OF TECHNICAL BID OPENING OF THE PROCUREMENT COMMITTEE FOR HEALTH INSURANCE POLICY IN RESPECT OF SINDH REVENUE BOARD EMPLOYEES AND THEIR ENTITLED FAMILY MEMBERS

Third meeting of the Procurement Committee for Health Insurance Policy was held on Monday 24th April 2017 at 02:30 pm under the Chairmanship of Senior Member (Audit) Sindh Revenue Board (SRB), Government of Sindh in his office for opening of technical proposals submitted by the bidders. The following members attended the meeting (Annexure-I) :-

1. Senior Member (Audit), SRB, Govt. of Sindh.	Chairman
2. Additional Secretary (Admn./SR), Finance Department, Govt. of Sindh	Member
3. Additional Secretary (G.A), SGA&CD (Wing), Govt. of Sindh.	Member
4. Additional Secretary (Technical), Health Department, Govt. of Sindh.	Member
5. Deputy Commissioner (F&A), SRB, Govt. of Sindh	Member
6. Deputy Commissioner (HQs), SRB, Govt. of Sindh	Member
5. Procurement Specialist, SRB, Govt. of Sindh.	Member/ Secretary

2. The technical bids were submitted by the following five bidders as per following details before the deadline for submitting the proposals:

S.No	Name of the Bidder
1	M/s Jubilee Life Insurance Company Ltd.
2	M/s The United Insurance Company Limited
3	M/s Premier Insurance Limited
4	M/s Adamjee Insurance Company Ltd.
5	M/s TPL Life Insurance Ltd.

3. Out of the aforementioned five bidders following four firms were found eligible as per the eligibility criteria mentioned in the bidding documents issued for the purpose (Annex II):

HEALTH INSURANCE POLICY FOR SINDH REVENUE BOARD EMPLOYEES AND THEIR ENTITLED FAMILY MEMBERS																
S.No	Company/Organization	Eligibility Criteria														Eligible (E)/ Not Eligible (NE)
		Certificate of Incorporation & valid license to transact insurance business with SECP (Proof is required)		Valid National Tax Number (NTN) Income Tax of FBR and Sindh National Tax Number (SNTN) of 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 ten (10) 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 turnover required per annum is Rs. 15 million. Audited accounts of 30 th June 2016 shall be considered as evidence		Minimum PACRA/JCR-VIS Rating required is "A", which should not be more than two (02) years old.		
		Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	
1	M/s. Adamjee Insurance Company	✓		✓		✓		✓		✓		✓		✓		E
2	M/s. Jubilee Life Insurance	✓		✓		✓		✓		✓		✓		✓		E
3	M/s. United International Group (UIG)	✓		✓		✓		✓		✓		✓		✓		E
4	M/s. TPL Life Insurance Limited	✓		✓		✓			No	✓			No	✓		NE
5	M/s. Premier Insurance Limited	✓		✓		✓		✓		✓		✓		✓		E

M/s TPL Life insurance were found ineligible as they did not possess minimum 10 years of providing health services.

4. The four eligible bidders were also found technically qualified as per following details (Annex III):

4. The meeting ended with vote of thanks to and from the chair.



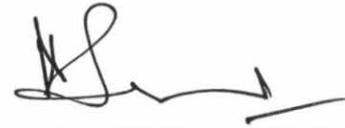
(RAHEEL SOOMRO)
Deputy Commissioner (F&A),
SRB, Govt. of Sindh
Member



(IMRAN BHATTI)
Deputy Commissioner (HQ),
SRB, Govt. of Sindh
Member



(NAVEED SHOUKAT RAJPUT)
Procurement Specialist, SRB,
Govt. of Sindh
Member/Secretary



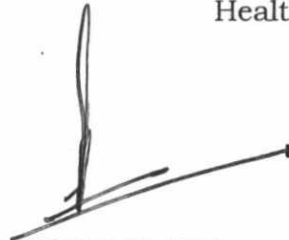
(NISAR AHMED SHAIKH)
Additional Secretary (Admin/ SR)
Finance Department, Govt. of Sindh



(FAYAZ HUSSAIN ABBASI)
Additional Secretary (G.A),
SGA&CD, Govt. of Sindh
Member



(DR. MUHAMMAD ASLAM PECHUHO)
Additional Secretary (Technical),
Health Department, Govt. of Sindh.
Member



(DR. NOOR ALAM)
Member (Audit),
SRB, Govt. of Sindh.
Chairman



HEALTH INSURANCE POLICY FOR SINDH REVENUE BOARD EMPLOYEES AND THEIR ENTITLED FAMILY MEMBERS



S.No.	Company/Organization	Eligibility Criteria														
		Certificate of Incorporation & valid license to transact insurance business with SECP (Proof is required)		Valid National Tax Number (NTN) Income Tax of FBR and Sindh National Tax Number (SNTN) of 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 ten (10) 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 turnover required per annum is Rs. 15 million. Audited accounts of 30 th June 2016 shall be considered as evidence		Minimum PACRA/ JCR-VIS Rating required is "A", which should not be more than two (02) years old.		Eligible (E)/ Not Eligible (NE)
		Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	
1	M/s. Adamjee Insurance Company	✓		✓		✓		✓		✓		✓		✓		E
2	M/s. Jubilee Life Insurance	✓		✓		✓		✓		✓		✓		✓		E
3	M/s. United International Group (UIG)	✓		✓		✓		✓		✓		✓		✓		E
4	M/s. TPL Life Insurance Limited	✓		✓		✓			No	✓			No	✓		NE
5	M/s. Premier Insurance Limited	✓		✓		✓		✓		✓		✓		✓		E

(Dr. Noor Alam)

Senior Member (Audit)
Sindh Revenue Board, GoS
Chairman of the Committee

(Raheel Soomro)

Deputy Commissioner (F&A)
Sindh Revenue Board, GoS
Chairman of the Committee

(Nisar Ahmed Shaikh)

Additional Secretary (Admin/SR)
Finance Department, GoS
Member of the Committee

(Imran Bhatti)

Deputy Commissioner (HQs)
Sindh Revenue Board, GoS
Chairman of the Committee

(Fayaz Hussain Abbasi)

Additional Secretary (G.A)
SGA&CD, GoS
Member of the Committee

(Naveed Shoukat Rajput)

Procurement Specialist
Sindh Revenue Board, GoS
Member/Secretary of the Committee

(Dr. M. Aslam Pechuho)

Additional Secretary (Technical)
Health Department, GoS
Member of the Committee



Sindh Revenue Board

Annex - TII



Technical Bids Evaluation Report

Name of the Procuring Agency: Sindh Revenue Board
Tender Description: Health Insurance Policy For Sindh Revenue Board Employees And Their Entitled Family Members
Method of Procurement: Single stage - Two envelope Bidding procedure
Bids Document Sold: 9
Total Bids Received: 5
Minimum Qualifying Marks: 70
Tender Opening Date & Time: 24 April, 2017 at 02:30 pm

S.No.	Description of the Item	Benchmarks	Marks	M/s. Adamjee Insurance Company	M/s. Jubilee Life Insurance	M/s. United International Group (UIG)	M/s. Premier Insurance Limited
1	No. of years in the business of providing Health Insurance Cards	15 Years and above	10				
		From 12 up to less than 15 years	7				
		From 10 years up to less than 12 years	5				
2	Number of active Health Insurance Cards	4000 - 5000	10	10	10	10	
		2000 - 3999	7				7
		1000 to 1999	5				
3	Total Numbers of Branch Offices or arrangements of insurance company in Pakistan specifically in Sindh.	50 and above	10	10	10	10	
		30 - 49	7				
		10-29	5				5
4	Total Assets as on 30th June 2016 (Attach accounts for 30th June 2016)	03 Billion and above	10	10	10	10	10
		02 Billion and above	7				
		01 Billion and above	5				
5	Turnover of the company	Above Rs.20 Million	20	20	20	20	20
		Rs.19.99 - Rs.18 Million	14				
		Rs.17.99 - Rs.15 Million	10				
		AAA	10				
		AA	8	8	8	8	8



SINDH REVENUE BOARD
GOVERNMENT OF SINDH



SUBJECT :- MINUTES OF FINANCIAL BID OPENING OF THE PROCUREMENT COMMITTEE FOR HEALTH INSURANCE POLICY IN RESPECT OF SINDH REVENUE BOARD EMPLOYEES AND THEIR ENTITLED FAMILY MEMBERS

Third meeting of the Procurement Committee for Health Insurance Policy was held on Monday **18th May 2017** at **11:00 am** under the Chairmanship of Senior Member (Audit) Sindh Revenue Board (SRB), Government of Sindh in his office for opening of financial proposals submitted by the bidders. The following members attended the meeting (**Annexure-I**): -

1. Senior Member (Audit), SRB, Govt. of Sindh.	Chairman
2. Additional Secretary (Admn./SR), Finance Department; Govt. of Sindh	Member
3. Additional Secretary (G.A), SGA&CD (Wing), Govt. of Sindh.	Member
4. Additional Secretary (Technical), Health Department, Govt. of Sindh.	Member
5. Deputy Commissioner (F&A), SRB, Govt. of Sindh	Member
6. Deputy Commissioner (HQs), SRB, Govt. of Sindh	Member
5. Procurement Specialist, SRB, Govt. of Sindh.	Member/ Secretary

2. Following four qualified bidders were present during the Meeting:

S.No	Name of the Bidder
1	M/s Jubilee Life Insurance Company Ltd.
2	M/s The United Insurance Company Limited
3	M/s Premier Insurance Limited
4	M/s Adamjee Insurance Company Ltd.

3. Technical Evaluation results were announced by the Committee in presence of the aforementioned bidders.

4. Representative of the TPL Life Insurance Ltd was handed over the sealed financial proposal envelope as it was declared ineligible by the committee.

7. Committee also decided to recommend that United Insurance Company may be requested to accommodate 60 prospective employees of SRB within the Net Premium of PKR 6,824,085/-

8. The meeting ended with vote of thanks to and from the chair.



(RAHEEL SOOMRO)
Deputy Commissioner (F&A),
SRB, Govt. of Sindh
Member



(IMRAN BHATTI)
Deputy Commissioner (HQ),
SRB, Govt. of Sindh
Member



(NAVEED SHOUKAT RAJPUT)
Procurement Specialist, SRB,
Govt. of Sindh
Member/Secretary



(NISAR AHMED SHAIKH)
Additional Secretary (Admin/ SR)
Finance Department, Govt. of Sindh



(FAYAZ HUSSAIN ABBASI)
Additional Secretary (G.A),
SGA&CD, Govt. of Sindh
Member



(DR. MUHAMMAD ASLAM PECHUHO)
Additional Secretary (Technical),
Health Department, Govt. of Sindh.
Member



(DR. NOOR ALAM)
Member (Audit),
SRB, Govt. of Sindh.
Chairman



Sindh Revenue Board
Financial Bids Evaluation Report



Description Of Benefits / Plan	Grade 19 to 22	Grade 16 to 18	Grade 01 to 15	United Insurance Company (in PKR)	Premier Insurance Limited (in PKR)	Jubilee life Insurance (in PKR)	Adamjee Insurance Company Limited (in PKR)
HOSPITAL CARE:				6,824,085	12,279,103	11,990,027	11,141,422
• Total Hospital, Surgical and							
Per Annum Per Life	Rs.1,000,000	Rs.700,000	Rs.500,000				
Daily Ward/Room & Board Sub-Limit	Private	Semi Private	General Ward				
Benchmark AKLIH							
MATERNITY CARE:							
• Any hospitalization related to pregnancy per annum							
- Caesarean Section	Rs.200,000	Rs.150,000	Rs.100,000				
- Normal & Miscarriage related treatment	Rs.100,000	Rs.75,000	Rs.50,000				
	In case of exceeding prescribed limit fixed for hospital care including surgical & daily room rent charges, etc. the Government shall quarterly pay additional amount exceeding the aforementioned limit on behalf of insured persons.						
Corporate Medical Pool	A Corporate Medical Pool of Rs. 3 Million shall be established for aforementioned purpose.						
(Whole Group)	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 refunded to SRB at the end of the contract period.						
OPD Reimbursement for treatment of chronic diseases, from panel hospitals only	OPD re-imburement shall also be utilized from the corporate medical pool. Kindly also refer to clause 4.3 of						

Dr. Noor Alam
Senior Member (Audit)
Sindh Revenue Board, GoS
Chairman of the Committee

Raheel Soomro
Deputy Commissioner (F&A)
Sindh Revenue Board, GoS
Member of the Committee

Nisar Ahmed Shaikh
Additional Secretary (Admin/SR)
Finance Department, GoS
Member of the Committee

Imran Bhatti
Deputy Commissioner (HQs)
Sindh Revenue Board, GoS
Member of the Committee

Fayaz Hussain Abbasi
Additional Secretary (G.A)
SGA&CD, GoS
Member of the Committee

Naveed Shoukat Rajput
Procurement Specialist
Sindh Revenue Board, GoS
Member/Secretary of the Committee

Muhammad Aslam Pechuho
Additional Secretary (Technical)
Health Department, GoS
Member of the Committee



ATTENDANCE SHEET
BIDDING COMPANIES

TENDER OPENING FOR HEALTH INSURANCE POLICY FOR SINDH REVENUE
BOARD EMPLOYEES AND THEIR ENTITLED FAMILY MEMBERS

Dated: 24th April, 2017 at 02:30 pm

<u>S.No.</u>	<u>Name</u>	<u>Designation</u>	<u>Company/ Organization</u>	<u>Signature</u>
01,	ASIF BASHIR	GENERAL MANAGER TAKAFUL	ADAMJEE INSURANCE	
2)	S. Farasat Ali	Asst. Manager	Jubilee Life Insurance	
3)	Dr. Humaira	Asst Genl Manager	United insurance	
4)	Aamir Ahmed	Head of Corporate	TPL Life	
5)	Sharif Hasan	Corporate Manager	"	

Bid Evaluation Report

1. Name of Procuring Agency: Sindh Revenue Board
2. Tender Reference No: SRB/Admin/H-Insurance/58/2014
3. Tender Description/Name of work/item: Notice Inviting Tender (NIT) for Procurement of Health Insurance Policy for SRB employees
4. Method of Procurement: National Competitive Bidding (Single Stage- two Envelope Procedure)
5. Tender Published: Daily Kawish, Daily Jung and Daily Dawn on 26th March, 2017 SPPRA ID 1575221139
6. Total Bid documents Sold; 09
7. Total Bids Received: 05
8. Technical Bid Opening date: (if applicable) 24th April, 2017
9. No. of Bid technically qualified (if applicable): 04
10. Bid(s) Rejected: 01
11. Financial Bid Opening date: 18th May, 2017
12. Bid Evaluation Report: The Detail item wise Technical and Financial Report is attached as Annex-A

S No	Name of Firm or Bidder	Cost offered by the Bidder in PKR	Ranking in terms of cost	Comparison with Estimated cost (Est'd Cost: PKR 10Million)	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1.	M/s. United Insurance Company	6,824,085	1	31.76% lower than the estimated cost	Lowest evaluated Bidder	Technically qualified and compliant bidder
2.	M/s. Premier Insurance Company	12,279,103	4	22.79% higher than the estimated cost	Fourth Lowest evaluated Bidder	Technically qualified and compliant bidder
3.	M/s Jubilee Life Insurance	11,990,027	3	19.9% higher than the estimated cost	Third Lowest Bidder	Technically qualified and compliant bidder
4.	M/s. Adamjee Insurance Company	11,141,422	2	11.41% higher than the estimated cost	Second Lowest evaluated Bidder	Technically qualified and compliant bidder

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

**TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF
WORKS, SERVICES & GOODS**

- Sindh Revenue Board
- 1) NAME OF THE ORGANIZATION / DEPTT. _____
- 2) PROVINCIAL / LOCAL GOVT / OTHER Provincial _____
- 3) TITLE OF CONTRACT Health Insurance to the Employees of Sindh Revenue Board _____
- 4) TENDER NUMBER _____
- 5) BRIEF DESCRIPTION OF CONTRACT Provision of helath insurance facilities _____
- 6) FORUM THAT APPROVED THE SCHEME Sindh Revenue Board _____
- 7) TENDER ESTIMATED VALUE Rs.10 milliom _____
- 8) ENGINEER'S ESTIMATE (For civil works only) _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) One year _____
- 10) TENDER OPENED ON (DATE & TIME) 24th April 2017 _____
- 11) NUMBER OF TENDER DOCUMENTS SOLD 09 (List Attached) _____
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 05 _____
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 04 _____
- 14) BID EVALUATION REPORT Attached _____
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s United Insurance Company of Pakistan _____
- 16) CONTRACT AWARD PRICE Rs.6,824,085/- _____
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATION BID) M/s United Insurance Company of Pakistan _____
M/s Adamjee Insurance Company _____
M/s Jubilee Life Insurance _____
- 18) METHOD OF PROCUREMENT USED :- (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____ Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE _____ Yes
- c) TWO STAGE BIDDING PROCEDURE _____
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED IN
EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:



19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	Yes
No	

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	Daily Dawn, Daily Jung, Daily Kawish
No	

22) NATURE OF CONTRACT

Domestic Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------



Bid Evaluation Report

1. Name of Procuring Agency: Sindh Revenue Board
2. Tender Reference No: SRB/Admin/H-Insurance/58/2014
3. Tender Description/Name of work/item: Notice Inviting Tender (NIT) for Procurement of Health Insurance Policy for SRB employees
4. Method of Procurement: National Competitive Bidding (Single Stage- two Envelope Procedure)
5. Tender Published: Daily Kawish, Daily Jung and Daily Dawn on 26th March, 2017 SPPRA ID 1575221139
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10. Bid(s) Rejected: 01
11. Financial Bid Opening date: 18th May, 2017
12. Bid Evaluation Report: The Detail item wise Technical and Financial Report is attached as Annex-A

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1.	M/s. United Insurance Company	6,824,085	1	31.76% lower than the estimated cost	Lowest evaluated Bidder	Technically qualified and compliant bidder
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4.	M/s. Adamjee Insurance Company	11,141,422	2	11.41% higher than the estimated cost	Second Lowest evaluated Bidder	Technically qualified and compliant bidder

Handwritten signature

31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	NO

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	No

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	
No	No

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
No	no

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	No

Signature & Official Stamp of
Authorized Officer



FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi

Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

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GOVERNMENT OF SINDH
SINDH REVENUE BOARD



No.SRB/Admin)/H-Insurance/ 58/ 231093/2014
Karachi dated 10th June 2017

M/S UNITED INSURANCE COMPANY OF PAKISTAN,
201-A, 2nd Floor, Aamir Trade Center,
PECHS, Block-II, Allah Wali Chöwringi,
Main Shahrah-e-Quaideen,
Karachi.

SUBJECT: LETTER OF AWARD (LOA) FOR PROVISION OF HEALTH INSURANCE COVERAGE TO EMPLOYEES OF SINDH REVENUE BOARD (SRB) AND THEIR ENTITLED FAMILY MEMBERS

Reference is made to the Services Agreement signed on 10th June, 2017 with M/s. United Insurance Company of Pakistan for the subject procurement (*All capitalized terms not defined herein shall bear the meaning ascribed thereto in the Contract Agreement*)

2. You are being awarded the contract for provision of health insurance coverage to the employees of SRB and their entitled family members for Rs. 6,824,085/- (Rupees Six million Eight hundred Twenty Four thousand and Eighty Five only) for the period mentioned in the signed services agreement.

(RAHIL ANWAR SOOMRO)
DEPUTY COMMISSIONER (ADMIN)
ADDITIONAL CHARGE
SINDH REVENUE BOARD
GOVERNMENT OF SINDH

Copy forwarded for information to:

1. PS to Chairman SRB
2. Deputy Commissioner F&A, SRB
3. Deputy Commissioner IT, SRB
4. Procurement Specialist, SRB

SERVICES AGREEMENT

DATED AS OF JUNE 10, 2017

AT: KARACHI, PAKISTAN

BETWEEN

SINDH REVENUE BOARD
GOVERNMENT OF SINDH
(As Authority)

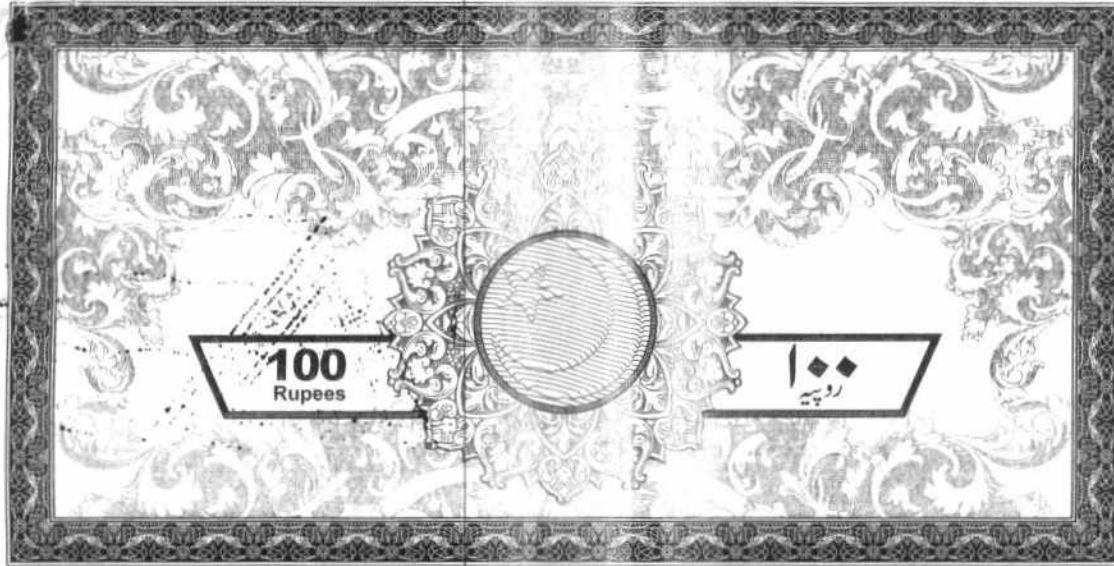


AND

M/s. [THE UNITED INSURANCE COMPANY OF PAKISTAN LIMITED],
(As Contractor)



[Handwritten signature]
[Handwritten signature]



KHUSH MOHAMMAD
 2/386
 Multi-D... Kachhat

PREPARED BY (MEDICAL)

SERVICES AGREEMENT

THIS AGREEMENT is made at Karachi on this 10th day of June, 2017 (the "Signing Date");

BETWEEN:

(1) **THE SINDH REVENUE BOARD**, acting through the **CHAIRMAN, Sindh Revenue Board** having its principal office at **6th Floor, Shaheen Complex**, Karachi, Pakistan (hereinafter referred to as the "**Authority**", 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. UNITED INSURANCE COMPANY OF PAKISTAN LIMITED**, a company registered under the Companies Ordinance, 1984 of Pakistan, having its registered office at **201-A, 2nd Floor, Aamir Trade Center, PECHS, Block-II, Allah Wali Chowrangi, Main Shahrah-e-Quaideen, Karachi**, 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** 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 Revenue Board 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- 28th March, 2017 Bidding Documents (the "**Bidding Documents**") 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 Revenue Board 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 Bidding Documents. Therefore, after the approval of the competent authority, the Letter of Award / Acceptance (LoA) was issued to the Contractor dated 10th June, 2017.
- (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

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 747 (Seven Hundred and Forty Seven) 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 Revenue Board employees.

“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).

“SRB” means the Sindh Revenue Board, Government of Sindh;

“Financial Proposal” is the proposal submitted by the Contractor in response to the Bidding Documents issued to him and it shall be considered as part of this Services Agreement.

“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;

“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 SRB, 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;



"Scope of Service(s)" shall mean the scope of services, as set out at Annex - A of this Agreement;

"Signing Date" shall mean the date of signing of this Agreement;

"Technical Proposal" is the proposal submitted by the Contractor in response to the Bidding Documents issued to him and it shall be considered as part of this Services 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 One (01) years from the Effective Date (the Grant Period), which may further be extended for an additional term of 01 (01) years subject to Article 3.2 of this Agreement, where the request for extension of Grant Period can be made only once.

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 Revenue Board.
- (e) The Contractor has identified the Entitled Family Members of each Employee.
- (f) The Contractor has opened a Project Account with a reputable bank with the approval of SRB.

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 the list of 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 advance basis;
- (d) The Authority shall pay the Premium to the Contractor 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.

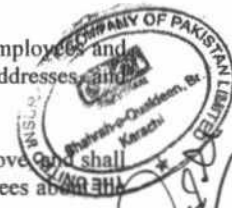
5. OBLIGATIONS OF THE CONTRACTOR

5.1. The Contractor hereby agrees and undertakes that:

- (a) The Contractor shall provide the services to the Employees, 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, 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 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 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 ensure that expenditure incurred at OPD, medicines and non-panel hospitalization shall be reimbursed to the Employees of SRB and their Entitled Family members shall be process within 14 days of the submission of bills. In case of failure, the Contractor shall be penalized at the rate of 1% of the claimed amount of reimbursement per day
- (f) 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).
- (g) 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;
- (h) 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;

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



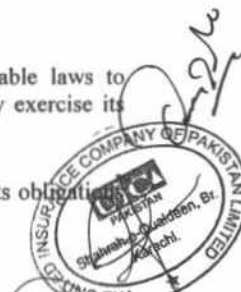
- (k) The Contractor shall develop and provide web portal to the Sindh Revenue Board; for real time information of the insured employees for viewing the claim and payment system within a minimum time lag;
- (l) The Contractor shall submit any and/or all rejected claim to the Authority within seven (07) 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 provide to the Authority, a quarterly progress report in relation to the services performed by the Contractor including the expenses incurred by the same;
- (q) The Contractor shall maintain a record of financial transactions and accounts in such manner as is expected of a corporate body;
- (r) The Contractor shall not assign rights or delegate obligations to any other party under this Agreement, without prior written consent of the Authority.
- (s) 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 at the expiry of the Grant Period or termination of this Agreement, whichever comes earlier.
- (t) 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;

6. REPRESENTATIONS AND WARRANTIES

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 6,824,085 (Pak Rupees Six million Eight Hundred and Twenty Four Thousand and Eighty Five Only) to the Contractor within thirty (30) days of the Effective Date;
- 7.2. The Authority shall deposit a lump sum amount of PKR 3 million (Pak Rupees Three Million) in the Corporate Medical Pool within thirty (30) days of the Effective Date;
- 7.3. 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.
- 7.4. The Authority shall bear the cost of Premium to be payable to the Contractor;
- 7.5. The Authority shall pay the Premium to the Contractor up till the expiry of the Grant Period or termination of this Agreement, whichever comes earlier;
- 7.6. Annual payments shall be dependent upon the number of Health Insurance Cards issued at the and the calculation of the Premium on the issued Health Insurance Cards accordingly;
- 7.7. An annual profit/loss ratio and inflation rate shall be applied, in accordance with the table at **Annex – B**, on the Premium of each category quoted by the Contractor in its financial bid;
- 7.8. 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;
- 7.9. The differential amount of premium shall be paid/returned by/to SRB, 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.
- 7.10. 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 or outside to scope of this contract agreement.
- 7.11. 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.
- 7.12. 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**);
- 7.13. The Project Account in respect of this Project shall be audited by one of the Big four Audit firms in Pakistan annually and a copy thereof shall be provided to the Authority within thirty (30) days of the approval of accounts.
- 7.14. 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.

DISPUTE RESOLUTION

8.1. 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 an



writing by either Party to the other Party shall, in the first instance, be attempted to be resolved amicably between the Parties.

- 8.2. 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.

9. ARBITRATION

9.1. 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:

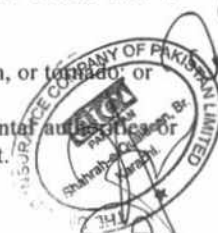
- (a) Each of the parties unconditionally and irrevocably agrees to the submission of such dispute to binding arbitration governed by the Arbitration Act, 1940, by appointment of a sole arbitrator that is acceptable to both the Parties.
- (b) Each of the Parties unconditionally and irrevocably agrees 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.

10. 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 Authority 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.

11. TERMINATION

- 11.1. 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.
- 11.2. 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;
- 11.3. 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.
- 11.4. 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.

12. MISCELLANEOUS

12.1. ENTIRE AGREEMENT

- 12.1.1. 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.

12.2. AMENDMENT

- 12.2.1. 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.

- 12.2.2. 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.



12.3. **SEVERABILITY**

12.3.1. 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.

12.3.2. 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.

12.4. **NOTICES**

12.5. 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: Sindh Revenue Board.

Attention: Deputy Commissioner (Admin)
Address: 6th Floor, Shaheen Complex, Karachi
Tel: 021-99217800- Ext: 204
Fax: 021-99217823
Email: dc.admin@srb.gos.pk

Contractor: United Insurance Company Pakistan Limited

Attention: Senior General Manager
Address: 201-A, 2nd Floor, Aamir Trade Center, PECHS, Block-II, Allah Wali Chowrangi, Main Shahrah-e-Quaideen, Karachi
Tel: 021-34304848-9
Fax: 021-34304850
Email: omerulislam@uicwindowtakaful.com

12.6. 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.

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

12.8. **GOVERNING LAW**

12.8.1. 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 SRB

For and on behalf of SINDH REVENUE BOARD through CHAIRMAN, SRBits authorized signatory }

Name: Mr. Assad Zamin
Designation: Secretary, SRB

in the presence of:
signature of witnesses

1- Name: Naveed Shoukat Rajput
Address:
NIC No:

2- Name: Syed M. Akber Rizvi
Address
NIC No:

SIGNATURE

Assad Zamin
10-06-17.

SIGNATURE

Naveed
10/6/2017

A. Akber Rizvi
10/06/17

AS CONTRACTOR

For and on behalf of UNITED INSURANCE COMPANY PAKISTAN LTD through its authorized signatory }

Name: Mr. Omer ul Islam
Designation: Senior General Manager

in the presence of:
signature of witnesses

1- Name: Dr. Humaira Fakhre
Address: 201, 2nd Floor, Aamir Trade Center, PECHS Block-2, Karachi

NIC No: 42101-9885855-2

2- Name: Mr. Kashif Hussain
Address: 201, 2nd Floor, Aamir Trade Center, PECHS Block-2, Karachi

NIC No: 42101-8577625-3

SIGNATURE

Omer ul Islam
10/6/17

SIGNATURE

Dr. Humaira Fakhre
10/6/2017

Kashif Hussain
10/6/2017



Omer ul Islam
Assad Zamin

SCOPE OF SERVICES

- The scope of services will be based on the following benefits:
 - In-Patient Treatment (Hospitalization) and/or Day Care Treatment;
 - Maternity;
 - Dental treatment;
 - 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.

Description Of Benefits / Plan	Grade 19 to 22	Grade 16 to 18	Grade 01 to 15
HOSPITAL CARE: <ul style="list-style-type: none"> • Total Hospital, Surgical and Misc. Expenses inclusive of Daily Room Rent Charges Per Annum Per Life	Rs.1,000,000	Rs.700,000	Rs.500,000
<i>Daily Ward/Room & Board Sub-Limit</i> <i>Benchmark AKUH</i>	Private	Semi Private	General Ward
MATERNITY CARE: <ul style="list-style-type: none"> • Any hospitalization related to pregnancy per annum - Caesarean Section - Normal & Miscarriage related treatment 	Rs.200,000 Rs.100,000	Rs.150,000 Rs.75,000	Rs.100,000 Rs.50,000
Corporate Medical Pool (Whole Group)	In case of exceeding prescribed limit fixed for hospital care including surgical & daily room rent charges, etc. the Government shall quarterly pay additional amount exceeding the aforementioned limit on behalf of insured persons. A Corporate Medical Pool of Rs. 3 million shall be established for aforementioned purpose. 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 refunded to SRB at the end of the contract period.		
OPD Reimbursement for treatment of chronic diseases, from panel hospitals only	OPD re-imburement shall also be utilized from the corporate medical pool. Kindly also refer to clause 4.3 of the Bidding Document.		



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

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

➤ 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 and their dependents of age 30 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:



SNC	NAME OF DISEASES	SNC	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.



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ANNEX - B

TABLE OF PROFIT LOSS RATIO & INFLATION CHARGES

SR.#	CLAIM/LOSS RATIO RANGES	INFLATION CHARGES	PROFIT SHARING WITH SRB
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 SRB DEEMS APPROPRIATE OR OTHERWISE.	

