



GOVERNMENT OF SINDH
SINDH REVENUE BOARD



No.SRB/H-Insurance/58/2014/215503
Karachi: dated 24th March, 2017

The Director (Advertisement),
Information and Archives Department,
Government of Sindh,
Karachi.

SUBJECT: PUBLICATION OF TENDER NOTICE FOR PROCUREMENT OF HEALTH INSURANCE POLICY FOR SINDH REVENUE BOARD EMPLOYEES AND THEIR ENTITLED FAMILY MEMBERS

I am directed to refer the subject noted above and enclose herewith in quadruplicate copies of the Tender Notice for Procurement of Health Insurance Policy for Sindh Revenue Board Employees and their entitled family members.

2. The copies of Tender Notice are attached herewith for publishing in three leading daily Newspapers of English, Urdu and Sindhi languages on 26-03-2017.
3. The copies of the newspapers in original may also be sent to SRB for record purpose.

(MUHAMMAD ALI MAGZANI)
Deputy Commissioner (Admin)
Sindh Revenue Board

Copy is forwarded with the request to kindly publish the Tender Notice and Bidding Documents enclosed, through their website, to:-

1. The Director Admin and Finance, SPPRA, Government of Sindh, Karachi, (Enclosed: Tender Notice & Bidding Documents)
2. The Incharge Webpage, Sindh Revenue Board, Government of Sindh

Ali
Deputy Commissioner (Admin)
Sindh Revenue Board

C.C:

- The Secretary, SRB
- The PSO to Chairman, SRB

NO: 2530
DATED: 24-03-17



Government of Sindh

SINDH REVENUE BOARD

Shaheen Complex, 6th Floor, M.R Kiyani Road, Karachi.
www.srb.gos.pk



NOTICE INVITING TENDER

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

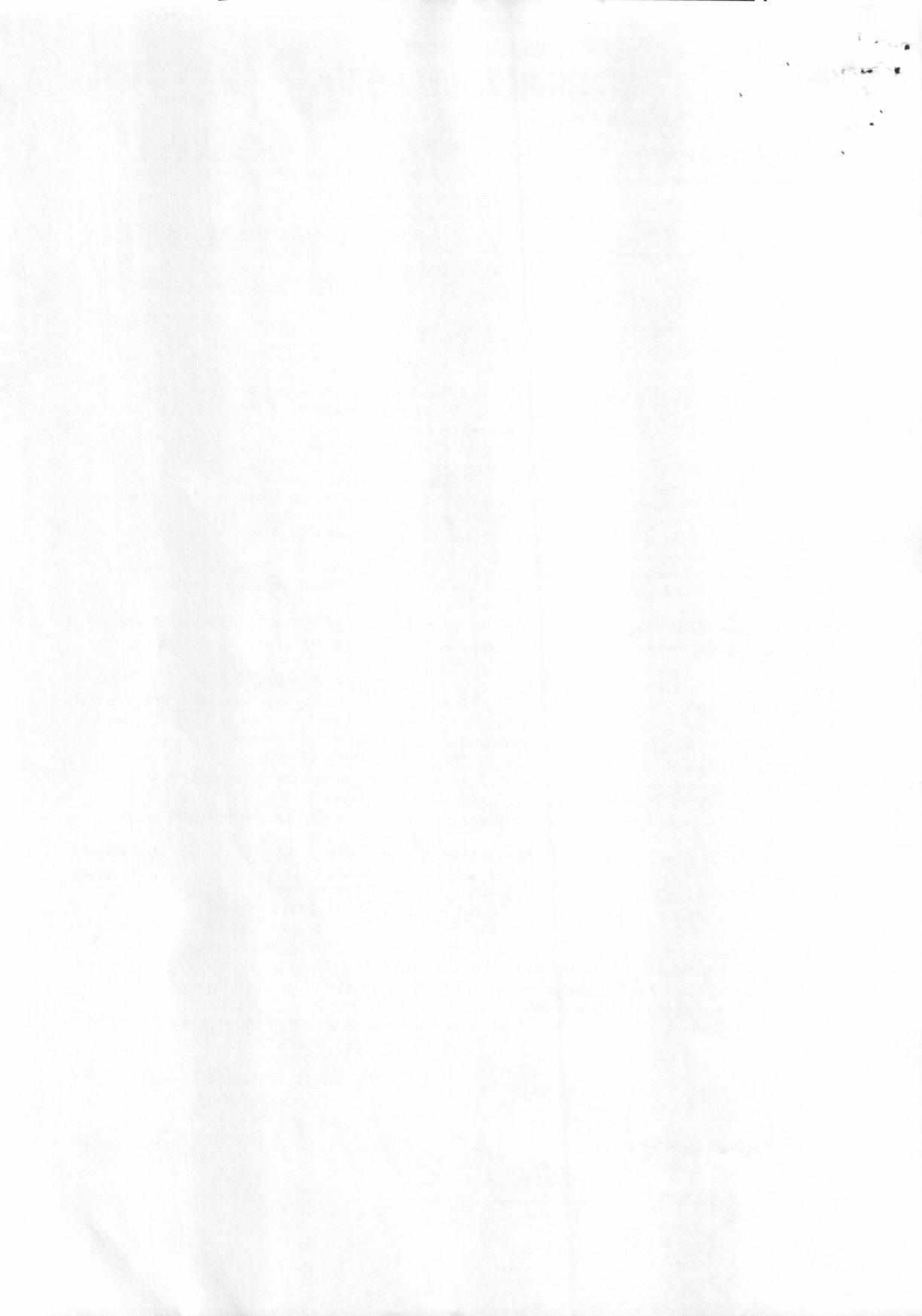
Sindh Revenue Board (SRB) invites sealed bids from well-reputed authorized Health Insurance Companies having registration with GST, SRB and Income Tax Department.

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 30th 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.
- ❖ Bidding document containing requirements, terms & conditions with a prescribed Performa can be obtained from Sindh Revenue Board, on a payment of Rs.1000/- (non-refundable) pay order for each in the favour of "**Sindh Revenue Board**".
 - ❖ Sindh Revenue Board would adopt **Single Stage - Two Envelope Procedure** as specified in SPPRA rules, 2010 (amended 2017) for the selection of the Firm. Each bidder shall submit a single package containing two separate sealed envelopes. One envelope shall contain the TECHNICAL PROPOSAL & other envelope shall contain the FINANCIAL PROPOSAL. Each bidder should submit a pay order of 2% of the total bid cost as a Bid Security (refundable) in favour of **Sindh Revenue Board** with the FINANCIAL PROPOSAL.
 - ❖ Technical Proposal includes the GST/NTN/SNTN certificates and other valid documentary evidence as prescribed in the bidding document. The availability of bidding document as follows:
 - ✓ Collection of Bidding Document during office hours from the date of publication of this NIT up to **21st April, 2017**.
 - ✓ **Pre-Bid Conference: 3:00pm on 13th April 2017 at SRB office, 6th Floor Shaheen Complex, MR Kiyani Road Karachi**
 - ✓ Date and time of Submission of bids on **24th April, 2017 before 2:00 pm**
 - ✓ Date and time of Opening of Technical proposals **24th April, 2017 at 02:30 pm (Sharp)**
 - ❖ Bids may be submitted through mail or by hand to the office of SRB, 6th Floor, Shaheen Complex, M.R. Kiyani Road, Karachi and opening will be held on the time & date given above in the presence of Selection Committee of SRB, Govt. of Sindh, Karachi and those authorized Persons/Firms who wish to be present. SRB reserves the rights in accordance with Sindh Public Procurement Regulatory Authority Rule-25 to cancel the bidding process at any time prior to the acceptance of a bid or proposal.
 - ❖ This advertisement is also available on the websites of Sindh Revenue Board & SPPRA i.e. www.srb.gos.pk & www.pprasindh.gov.pk respectively.

DEPUTY COMMISSIONER (ADMIN)
SINDH REVENUE BOARD
021-99217800 Ext. 130
Fax: 021-99217823
dc.admin@srb.gos.pk
akber.rizvi@srb.gos.pk
www.srb.gos.pk





2017



SINDH REVENUE BOARD
Government of
Sindh



BIDDING DOCUMENTS

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

For Information/Issuance & Submission of Bidding Documents

DEPUTY COMMISSIONER (ADMIN)

OFFICE ADDRESS

Sindh Revenue Board, Government of Sindh, 6th Floor, Shaheen Complex Building,
M.R. Kayani Road, Karachi
dc.admin@srb.gos.pk
akber.rizvi@srb.gos.pk
021-99217800 Ext. 204 & 130
Fax: 021-99217823

**ISSUANCE OF TENDER/BIDDING
DOCUMENTS :**

From the date of publication of the Notice
Inviting Tender (NIT)

**LAST DATE FOR COLLECTION OF
TENDER/BIDDING DOCUMENTS :**

21st April, 2017

PRE-BID CONFERENCE

13TH April, 2017 at 3.00 pm

**DATE AND TIME FOR SUBMISSION
OF BID :**

24th April, 2017 at 2:00 pm

**DATE AND TIME FOR OPENING OF
BID :**

24th April, 2017 at 2:30 pm

COST OF DOCUMENTS

: Pay Order of RS.1,000/-
(RUPEES: ONE THOUSAND) ONLY in
favour of Sindh Revenue Board

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INVITATION

Sindh Revenue Board (SRB), Government of Sindh (GoS) invites insurance companies under "Single Stage Two Envelopes" bidding procedure described in Sindh Public Procurement (SPP) Rules, 2010 for providing Health Insurance Services for the SRB Employees and their entitled members of family. The number of employees currently serving in SRB is **170**. The project shall be for the duration of one (01) year from the date of effectiveness of the agreement may be extended upon the satisfactory performance and mutual consent of the both the parties. 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 Bidding Documents by any of the Bidders shall be upon the full understanding and agreement of all terms of the Bidding Documents and such submission shall be deemed as an acceptance to all the terms and conditions stated in the Bidding Documents. Any Bid in response to the 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 Bidding Documents and has independently verified all the information received from the SRB.

Deputy Commissioner (Admin),
Sindh Revenue Board

01 - INSTRUCTIONS TO BIDDERS

Bids should be submitted with the Admin Wing of SRB. 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 in favor of M/s Sindh Revenue Board.

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

SRB reserves the right to reject any or all bids in accordance with provisions of SPP Rules, 2010 (Amended, 2013).

02 - ELIGIBILITY CRITERIA OF BIDDER(S)

- 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 30th June 2016 shall be considered as evidence;
- Minimum **PACRA**¹ / **JCR-VIS**² Rating required is "A", which should not be more than two (02) years old.

¹Pakistan Credit Rating Agency Limited (PACRA),

²Japan 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 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 bidder 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

SRB 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. SRB, 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 throughout Pakistan in line with the scope of work as well as the signed agreement between the successful Insurer and the procuring agency i.e. SRB.
- 2) To provide medical services through using Health Insurance Card.
- 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 Revenue Board and their dependents. The company shall provide complete computerized log/record for all incoming and outgoing calls;
- 4) It is a responsibility of the company to maintain record of email addresses, mailing addresses and cell-phone numbers of the SRB 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 SRB for real time information of the insured employees for viewing the claim and payment with minimum time lag;
- 5) All rejected claims shall be submitted to SRB within 07 days;
- 6) 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 Sindh Revenue Board.

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;
- 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	SRB Grade- 01 to 22
HOSPITAL CARE: <ul style="list-style-type: none">• Total Hospital, Surgical and Misc. Expenses inclusive of Daily Room Rent Charges Per Annum Per Life Limit	Rs.1,000,000
<i>Daily Ward/Room & Board Sub-Limit</i> Civil Servants BS 01 to 15 Civil Servants BS 16 to 18 Civil Servants BS 19 to 22	Rs. 3,500/- per day Rs. 7,000/- per day Rs. 15,000/- per day
MATERNITY CARE: <ul style="list-style-type: none">• Any hospitalization related to pregnancy per annum including:<ul style="list-style-type: none">- Cesarean Section- Multiple Births- Miscarriage Related Treatment	Inclusive of Annual Limit
Corporate Medical Pool (Whole Group)	A Corporate Medical Pool of Rs. 3 Million shall be established with the insurance company which shall be utilized with the approval of SRB, 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 refunded to SRB at the end of the contract period.
Intensive Care Unit Special Care Unit	Rs.14,000/- per day Rs.10,000/- per day The hospital accommodation (Ward/Room, ICU & SCU) will be allowed for 09 days each time for all employees' categories.
OPD Reimbursement for treatment of chronic diseases from panel hospitals only.	Rs.300,000/- per family annual limit

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

	<p>equivalent along with all combination therapy, consultation & laboratory tests such as PCR/LFT) up to full hospitalization limit;</p> <ul style="list-style-type: none"> - Treatment of all injuries/fractures and lacerated wounds (outpatient within 24 hours) Accidental Dental treatment (outpatient within 48 hours for pain relief only). - Other Operative Procedures
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- 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.

5 - ELIGIBILITY CRITERIA FOR THE INSURED EMPLOYEES

- Confirmed Active Employees: SRB employees 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.

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	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	
		2000 - 3999	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	
		30 - 49	7	
		10 - 29	5	
4	Total Assets as on 30 th June 2016 (Attach accounts for 30 th June 2016)	03 Billion and above	10	
		02 Billion and above	7	
		01 Billion and above	5	
5	Turnover of the company	Above Rs.20 Million	20	
		Rs.19.99 - Rs.18 Million	14	
		Rs.17.99 - Rs.15 Million	10	
6	PACRA/JCR-VIS Rating	AAA	10	
		AA	8	
		A	7	

7	No. of Panel Hospital under credit facility in Pakistan (Provide credible documentary evidence)	100 and above	10
		80 - 99	7
		50 - 79	5
8	Medical Call Centre (Help Line Service) - 24/7 (Provide credible documentary evidence)	Yes	10
		No	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	10
		3 - 4	7
		Below 3	0

Note:- Qualifying marks are 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:

S.NO.	CATEGORY	AGE GROUP	NUMBERS	YEARLY PREMIUM (RS.)	
				PER PERSON	PER 747 PERSONS
A	B	C		D	E
01	Employee Male	18-25	4		
02	Employee Male	26-35	94		
03	Employee Male	36-45	40		
04	Employee Male	46-55	8		
05	Employee Male	56-60	3		
06	Employee Male	60 and above	1		
07	Employee Female	18-25	2		
08	Employee Female	26-35	17		
09	Employee Female	36-45	1		
10	Employee Female	46-55	0		
11	Employee Female	56-60	0		
12	Employee Spouse (Male)	18-25	0		
13	Employee Spouse (Male)	26-35	9		
14	Employee Spouse (Male)	36-45	1		
15	Employee Spouse (Male)	46-55	0		
16	Employee Spouse (Male)	56-60	0		

17	Employee Spouse (Female)	18-25	20		
18	Employee Spouse (Female)	26-35	61		
19	Employee Spouse (Female)	36-45	24		
20	Employee Spouse (Female)	46-55	1		
21	Employee Spouse (Female)	56-60	1		
22	Employee Spouse (Female)	60 and above	1		
23	Employee Sons & Daughters	0-11	184		
24	Employee Sons & Daughters	12-28	37		
25	Employee Parents	Below/ up to 60 years	107		
24	Employee Parents	Above 60 years	131		
25	Reimbursement Fee (Rs.300,000 per family)	Percentage % of the amount Rs.300,000/-			
26.	TOTAL		747		
				Per Person (D)	Per 747 Persons (E) = 1500 x (D)

TABLE-7:

7.1 - FINANCIAL EVALUATION

The financial envelope of only technically qualified bidders shall be opened. The technically qualified bidder quoting the lowest financial bid shall be the successful bidder. The financial score shall be calculated by adding the yearly premium per person quoted for all 25 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 750 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 **747** persons in each category (**Table-7: Column-E, Sr.#26**) 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 One (01) years from the effective date which may further be extended for an additional term of One (01) years subject to satisfactory completion and with the mutual consent of both the parties.
- 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.

11 - PAYMENTS

- SRB shall bear the cost of Premium in advance.
- 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

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.	

- SRB 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 SRB, 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. SRB 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 the term of this Agreement, the unspent amount shall promptly be paid back to the Procuring Agency.

12 - CANCELLATION

- If the company fails to carry out an obligation or fails to comply with agreed terms, the SRB, through notice(s), may require the Company for making good and for remedying it within a reasonably specified time.
- The SRB 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 SRB employees and entitled dependents". 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 Bid Security/Earnest Money in the shape of pay order equivalent to 2% of the bid price (Table-7: Column-E, Sr.#34) in favour of Sindh Revenue Board 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 SPP rules 2010;
- 13.6 The bids/offers of only such service providers shall be accepted who are registered with SRB and produce valid SRB Certificate of Registration showing SNTN & service category.
- 13.7 Proposals should be submitted with stamp(s) of the organization/company otherwise these may be rejected;
- 13.8 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 SPP Rules, 2010 (amended 2013);
- 13.9 The rates should include applicable Taxes including Income Tax & G.S.T etc., if any;
- 13.10 Incomplete bid / proposal or those received after deadline date and time will not be entertained;
- 13.11 No tender will be entertained without bid security in the prescribed form & such tender will be rejected on the spot;
- 13.12 SRB will not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or delivery of Bids;
- 13.13 The sealed proposals/bids should be submitted not later than 02:00 p.m. on 22nd April 2017 to the Deputy Commissioner (Admin), Sindh Revenue Board, Government of Sindh, 6th Floor, Shaheen Complex Building, M.R. Kayani Road, Karachi.
- 13.14 The Tenders / Bids will be opened on the same day i.e. 22nd April, 2017 at 02:30 p.m. as per timings prescribed in the advertisement in the presence of bidders;
- 13.15 SRB reserves the right to accept or reject any tender/bid or proposal subject SPP Rules 2010;

13.16 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. SRB. The Insurance Company should rely only on written statements exchanges with the authorities within SRB;

13.17 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

Sr.#	Particulars	Description / Remarks
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 & 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 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 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 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.#26);
- 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 SRB 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 Revenue Board 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 Sindh Revenue Board or any Administrative subdivision or Agency thereof or any other entity owned or controlled by it 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 SRB, 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 SRB 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 SRB under any law, contract or other instrument, be voidable at the option of SRB.

5. Notwithstanding any rights and remedies exercised by Sindh Revenue Board in this regard, M/s. _____ Agrees to indemnify SRB for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Sindh Revenue Board 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 Sindh Revenue Board.

(Sindh Revenue Board)

(Bidders Authorized Signatures with Official Stamp)

Sindh Revenue Board Health Insurance Policy

SERVICES AGREEMENT

DATED AS OF APRIL _____, 2017

AT: KARACHI, PAKISTAN

BETWEEN

SINDH REVENUE BOARD
GOVERNMENT OF SINDH
(As Authority)

AND

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

SERVICES AGREEMENT

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

BETWEEN:

- (1) **THE Sindh Revenue Board**, acting through the CHAIRMAN, Sindh Revenue Board having its principal office at _____, 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. [**]**, 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** 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 [**], a Bidding Document (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 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

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 750 (Seven Hundred and Fifty) 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;

"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;

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 Sindh 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 Sindh Revenue Board, for real time information of the insured employees for viewing the claim and payment system within a minimum time lag;
 - (k) The Contractor shall submit any and/or all rejected claim to the Authority within seven (07) days;
 - (l) The Contractor shall be responsible for all government taxes, duties and levies including local government tax during the term of this Agreement;
 - (m) 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;
 - (n) 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;
 - (o) 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;

- (p) The Contractor shall maintain a record of financial transactions and accounts in such manner as is expected of a corporate body;
- (q) The Contractor shall not assign rights or delegate obligations to any other party under this Agreement, without prior written consent of the Authority.
- (r) 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.
- (s) 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 it 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 sump advance amount of PKR [**] million (Pak Rupees [**] Million) to the Contractor within thirty (30) days of the Effective Date;
- 7.2. The Authority shall deposit a lump sump 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 - C, 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.

8. 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 in 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: [**]

Address: [**]

Tel: [**]

Fax: [**]

Email: [**]

Contractor: []**

Attention: [**]

Address: [**]

Tel: [**]

Fax: [**]

Email: [**]

- 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, SRB** 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:

Sindh Revenue Board Health Insurance Policy

ANNEX - A

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	SRB Grade- 01 to 22
HOSPITAL CARE: <ul style="list-style-type: none">• Total Hospital, Surgical and Misc Expenses inclusive of Daily Room Rent Charges Per Annum Per Life Limit	Rs.1,000,000
<i>Daily Ward/Room & Board Sub-Limit</i> Civil Servants BS 01 to 15 Civil Servants BS 16 to 18 Civil Servants BS 19 to 22	Rs.3,500/- per day Rs. 7,000/- per day Rs. 15,000/- per day
MATERNITY CARE: <ul style="list-style-type: none">• Any hospitalization related to pregnancy per annum including:<ul style="list-style-type: none">- Cesarean Section- Multiple Births- Miscarriage Related Treatment	Inclusive of Annual Limit
Corporate Medical Pool (Whole Group)	A Corporate Medical Pool of Rs. 3 Million shall be established with the insurance company which shall be utilized with the approval of SRB, 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 refunded to SRB at the end of the contract period.
Intensive Care Unit Special Care Unit	Rs.14,000/- per day Rs.10,000/- per day The hospital accommodation (Ward/Room, ICU & SCU) will be allowed for 09 days each time for all employees' categories.
OPD Reimbursement for treatment of chronic diseases from panel hospitals only.	Rs.300,000/- per family annual limit

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

	<p>equivalent along with all combination therapy, consultation & laboratory tests such as PCR/LFT) up to full hospitalization limit;</p> <ul style="list-style-type: none"> - 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
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- 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.

ANNEX - C

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.	