



سنڌي لئنگئيج اٿارٽي، سنڌ

Sindhi Language Authority, Sindh



Ref: No. SLA/904/2018


Dated: 28/2/18

ڊائريڪٽر (اي ائنڊ ايف)
سنڌ پبلڪ پروڪيورمينٽ ريگيوليٽري اٿارٽي

موضوع: SPPRA جي ويب سائيٽ تي اشتهار رکڻ لاءِ گذارش
حوالو: اداري جو موڪليل خط نمبر SLA/811/2018، تاريخ 01-02-2018
حوالو: اداري جو موڪليل خط نمبر SLA/874/2017، تاريخ 20-02-2018

سنڌي ٻوليءَ جي بااختيار اداري پاران ملازمن جي ميڊيڪل انشورنس ڪرائڻ لاءِ هڪ اشتهار انفرميشن کاتي کي موڪليو ويو هو، جنهن جي ڪاپي اوهان جي اداري جي ويب سائيٽ تي مشتھر ڪرائڻ لاءِ به موڪلي وئي هئي ۽ اوهان پاران اهو اشتهار سڀرا جي ويب سائيٽ تي رکيو ويو هو، پر انفرميشن کاتي طئي ڪيل تاريخن تائين اهو اشتهار شايع نه ڪيو، ان ڪري ساڳيو اشتهار ٻيهر موڪليو ويو آهي، جيڪو 5 مارچ 2018ع تي مشتھر ٿيندو. ان اشتهار جي ڪاپي اوهان صاحبن کي موڪلجي ٿي. اميد ته هن اشتهار کي پنهنجي اداري جي ويب سائيٽ تي شايع ڪندا ته جيئن ميڊيڪل انشورنس لاءِ پيش رفت ڪري سگهجي.

اوهان جو مخلص


(هارون عنايت عباسي)
سيڪريٽري

ڊائريڪٽر (اي ائنڊ ايف)
سنڌ پبلڪ پروڪيورمينٽ ريگيوليٽري اٿارٽي (SPPRA)
بلاڪ-8، سنڌ سيڪريٽريٽ نمبر 4-A
ڪورٽ روڊ، ڪراچي

021-99203287

021-99205356

SPPRA INWARD DIARY

NO: 6519
DATED: 28/02/2018



Let's Eradicate Corruption
Sindhi Language Authority
TENDER NOTICE No.05



Provision OF Health Insurance Coverage

Sindhi Language Authority, Hyderabad, would like to invite sealed bids from reputable Pakistan based Health Insurance Companies, under SPPRA Rules 2010, for providing Health Insurance Service to its employees and their spouse, children and parents.

Nature Of Service	Availability of Bid Documents
Health Insurance Service	05.03.2018 to 22.03.2018 (During Working Hours)
Last Date for submission of Bid	Bid Opening Date and Time
22.03.2018 Up to 10.30 AM	22.03.2018 @ 011.30 AM

Terms & Conditions

- Tender documents containing evaluation criteria and other relevant details may be collected (during office hours) on submission of a written request by the interested companies from the following address on payment of Rs.2000/- (non-refundable) through Pay Order / Demand Draft in the name of SINDHI LANGUAGE AUTHORITY.
- No tender will be accepted without Bid Security & such tender(s) will be rejected on the spot.
- Insurance Companies should have at least 03 year Experience in providing Health Insurance Coverage.
- Insurance Companies must rated from PCRA in A Category.
- The Company should not be black listed in any public or private organization.
- In case of undesirable circumstances on submission / opening date & time or if the Government declares a holiday, the tender shall be submitted / opened on the next working day at the same time & Venue.
- The Authority reserves the rights to accept / reject any/all bid or a portion in accordance to SPPRA Rules.
- The Quoted rates should be Valid up to 30th May 2019.
- This advertisement is also available on the Sindhi Language Authority's & SPPRA's Website: www.sindhila.org & www.sppra.org.pk

Address for submission / venue of opening of tender documents is as under:
Secretary, Sindhi Language Authority, National Highway, Qasimabad, Hyderabad-71000,
Office: +92-22-9240050 Fax: +92-22-9240051 E-mail: contact@sindhila.edu.com



پروفیسر ڈاکٹر عبدالغفور مہر (چشمہ منان)

3/11/2017

پروفیسر مہر مکتبہ کتبہ منان کو روزہ خجی شیخی (8) مہ ذیل ذمہ داریوں پر مقرر کیا گیا ہے:

- 1. مکتبہ خجی شیخی کے لیے (BPS-18) مہ ذمہ داری
- 2. مکتبہ خجی شیخی کے لیے مکتبہ منان کو روزہ خجی شیخی کے لیے مقرر کیا گیا ہے
- 3. مکتبہ خجی شیخی کے لیے مکتبہ منان کو روزہ خجی شیخی کے لیے مقرر کیا گیا ہے
- 4. مکتبہ خجی شیخی کے لیے مکتبہ منان کو روزہ خجی شیخی کے لیے مقرر کیا گیا ہے
- 5. مکتبہ خجی شیخی کے لیے مکتبہ منان کو روزہ خجی شیخی کے لیے مقرر کیا گیا ہے

مکتبہ خجی شیخی کے لیے مقرر کیا گیا ہے۔ مکتبہ منان کو روزہ خجی شیخی کے لیے مقرر کیا گیا ہے۔

پروفیسر ڈاکٹر عبدالغفور مہر

No Staff 436/2017
Date 3/11/2017

19
No: SLA/361/2016
Date - 7-12-2016

نوٽيفڪيشن

سنڌ پبلڪ پروڪيورمينٽ رولس جي شق نمبر 31 موجب هيٺينءَ ريت ٽينڊر بابت "شڪايتن جي ازالا ڪميٽي (Complaint Redressal Committee) جي نئين سر جوڙجڪ ڪجي ٿي:

- | | |
|---------|---|
| چيئرمئن | 1. پروفيسر ڊاڪٽر عبدالغفور ميمڻ
چيئرمئن، سنڌي لئنگئيج اٿارٽي |
| ميمبر | 2. جناب خادم حسين ميرالهي
اسسٽنٽ اڪائونٽنٽ جنرل |
| ميمبر | 3. جناب هارون عنايت عباسي
اٿلڊمن آفيسر، ايس. ايل. اي |
| ميمبر | 4. جناب فدا حسين سومرو
او. ايس. ايس. ايل. اي |
| ميمبر | 5. جناب محمد علي
ٽيڪنيڪل ماهر |

هيءَ ڪميٽي ٽينڊرن بابت ڪنهن به مسئلي جي حل لاءِ بااختيار ڪميٽي هوندي

(پروفيسر ڊاڪٽر عبدالغفور ميمڻ)
چيئرمئن

o/c

ڪاپي اطلاع لاءِ:


1. پروفيسر ڊاڪٽر عبدالغفور ميمڻ، چيئرمئن، سنڌي لئنگئيج اٿارٽي
2. جناب خادم حسين ميرالهي، اسسٽنٽ اڪائونٽنٽ جنرل
3. جناب هارون عنايت عباسي، اٿلڊمن آفيسر، ايس. ايل. اي
4. جناب فدا حسين سومرو، او. ايس. ايس. ايل. اي
5. جناب محمد علي (ٽيڪنيڪل ماهر)

ANNUAL PROCUREMENT PLANE

For Year 2017-2018

SINDHI LANGUAGE AUTHORITY, HYDERABAD, SINDH

S.No	Description of procurement	Quantity	Estimated Unit Cost (Where applicable)	Estimated Total Cost (Million)	Funds Allocated	Source of Funds (ADP/Non ADP)	Proposed procurement method	Timing of Procurements				Remarks
								1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	
1	2	3	4	5	6	7	8	9	10	11	12	13
1.	Printing of Books	As per Tender	As per Tender	10.0	10.0	Non ADP	National Competitive Bidding Single Stage Two envelope system	1 st to 4 th quarter				Subject to availability of funds
2.	Printing of Books	As per Tender	As per Tender	3.3	3.3	ADP	National Competitive Bidding Single Stage Two envelope system	1 st to 4 th quarter				Subject to availability of funds
3.	Health Insurance	As per Tender	As per Tender	4	4	Non ADP	National Competitive Bidding Single Stage Two envelope system	1 st to 4 th quarter				Subject to availability of funds
4.	Printing of Books	As per Tender	As per Tender	1.0	1.0	ADP	National Competitive Bidding Single Stage Two envelope system	1 st to 4 th quarter				Subject to availability of funds
5.	Machinery	As per Tender	As per Tender	1.0	1.0	Non ADP	National Competitive Bidding Single Stage Two envelope system	1 st to 4 th quarter				Subject to availability of funds


SECRETARY
 Sindhi Language Authority
 Hyderabad



Tender Documents

Tender No.SLA/05/2017-18

**For the
Procurement of
“Health Insurance Services”**

To be opened on

22nd March, 2018

11.30AM



(This Documents Contains 43 Pages)

سنڌي لئنگئيج اٿارٽي، سنڌ

Sindhi Language Authority, Hyderabad, Sindh

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DEFINITIONS

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

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

"Bidder" means a person or entity submitting a bid;

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

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

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

"Calendar Days" means days including all holidays;

"Conflict of Interest" means –

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

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

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

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



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

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

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

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

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

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

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

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

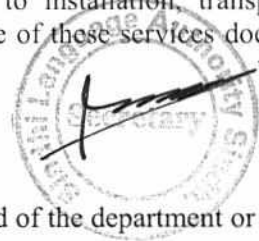
"Goods" means articles and object of every kind and description including raw materials, drugs and medicines, products, equipments, machinery, spares and commodities in any form, including solid, liquid and gaseous form, and includes services identical to installation, transport, maintenance and similar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

"Government" means the Government of Sindh;

"Head of the Department" means the administrative head of the department or Competent Authority.

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

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



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

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

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

"SLA" means the Sindhi Language Authority;

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

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

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

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



1 INVITATION FOR BIDS (IFB)

Sindhi Language Authority (SLA) invites proposal for providing Health Insurance Services for its employees from PCRA (A- RATING) approved companies. More details of the specifications of related services to be provided are given in the scope of service in Section [3] hereto.

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

(SPPRA) which can be found at www.pprasindh.gov.pk/

This TD includes the following Sections:

- Instructions to Bidders (ITB)
- Scope of Work
- Technical Proposal
- Financial Proposal
- Conditions of Contract

Proposals must be submitted at the below mentioned address;

Yours sincerely,

Sindhi Language Authority,
National Highway, Qasimabad,
Hyderabad-71000.



2 INSTRUCTIONS TO BIDDERS (ITB)

2.1 Correspondence Address

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

Accounts Department
Sindhi Language Authority,
National Highway,
Qasimabad,
Hyderabad 71000
Tel: 022-9240050
Fax: 022-9240051

2.2 Eligible Bidders

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

2.3 Corrupt Practice

1. SLA requires that Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices. [SPPRA Rule 2 (q – iii, iv)]

2. SLA will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt or has been blacklisted under the Sindh Public Procurement Rules 2010, in competing for the contract in question.

3. Any false information or misstatement on the part of the vendor will lead to disqualification/blacklisting/legal proceeding regardless of the price or quality of the product.

2.4 Preparation of Bids

2.4.1 Bidding Process

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

2.4.2 Cost of Bidding

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

2.4.3 Language of Bid

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

2.4.4 Technical Proposal

Bidders are required to submit the Technical Proposal stating a brief description of the bidder's organization outlining their recent experience, the names of Sub-Bidder/Professional Staff who participates during the assignment, the technical approach, sample templates/prototypes of deliverables, methodology, work plan,

organization and staff, including workable suggestions that could improve the quality and effectiveness of the assignment. The Technical proposal shall be duly signed by the authorized representative of the Bidder not including any financial information otherwise it will be declared as non responsive. Standard Forms for Technical Proposal are available in Section [4].

2.4.5 Financial Proposal

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

Standard Forms for Financial Proposal are available in Section [5].

2.4.6 Bid Currencies

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

2.4.7 Bid Security

The SLA shall require the bidders to furnish the Earnest Money @ 5% of Bidding Cost or Irrevocable SLA Guarantee acceptable to the bank, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the SLA reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)]

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

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

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

The bid security shall be forfeited:

- If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form; or
- In the case of a successful Bidder, if the Bidder fails to;
 - Sign the contract in accordance with ITB Section [2.7.4]; or
 - Furnish performance security in accordance with ITB Section [2.7.5].



2.4.8 Bid Validity

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

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

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

2.5 Submission of Bids

2.5.1 Sealing and Marking of Bids

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

2.5.2 Response Time

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

2.5.3 Extension of Time Period for Submission of Bids

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

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

2.5.4 Clarification of Bidding Documents

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

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

2.5.5 Late Bids

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

2.5.6 Withdrawal of Bids

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

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

2.5.7 Cancellation of Bidding Process

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

2.5.8 Mechanism for Redressal of Grievances

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

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

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

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

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

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

SLA shall award the contract only after the decision of the complaint redressal committee [SPPRA Rule 31 (6)] Mere fact of lodging of a complaint by a bidder shall no warrant suspension of the procurement proceedings. [SPPRA Rule 31(7)]

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

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

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

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

1. a letter stating his wish to appeal to the Review Panel and the nature of complaint; [SPPRA Rule 31(10-a)]

2. a copy of the complaint earlier submitted to the complaint redressal committee of the Department and all supporting documents in a sealed envelope; [SPPRA Rule 31(10-b)] and

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

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

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

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

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

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

2.5.9 Review Panel

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

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

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

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

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

2.5.10 Matters not subject to Appeal or Review

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

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

2.6 Opening and Evaluation of Bids

2.6.1 Opening of Bids by Sindhi Language Authority

The opening of bids shall be as per the procedure set down in Section 2.4.1 dealing with Bidding Process.

2.6.2 Clarification of Bids

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

2.6.3 Preliminary Examination

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

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

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

2.6.4 Supplier Evaluation Criteria

All bids shall be evaluated in accordance with the evaluation criteria. [SPPRA Rule 42 (1)] SLA will evaluate the bids, which have been determined to be substantially responsive and reject any proposal which does not conform to the specified requirements.

2.6.5 Scoring Criteria

SLA shall evaluate Technical Proposals using the following scoring criteria.

S. No	Descriptions	Total points	Points Obtained	Remarks (Attachment of relevant Evidence in Each Case is mandatory in case of non-compliance no mark will be awarded)
1	Should have existing Health Insurance Portfolio	10		1 Billion & above
		7		700 Million & above
		3		300 Million & above
2	Number of Corporate / Group Health Insurance Clients	10		200 & above
		7		100 & above
		3		50 & above
3	Experience in the field of Health Insurance in Pakistan (minimum 3 years)	10		3 Years & Above
		5		3-4 years
4	Hospitals on Panel all over Pakistan	10		150 & Above
		7		100 & above
		3		50 & above
5	Hotline - 24 Hours Customer Service	10		Yes
		0		No
6	Medical Hotline – 24 in Hyderabad & Karachi	10		Yes
		0		No
7	Call Center Facility from 9 a.m to 5 p.m	10		Yes
		0		No
8 & 9	Number of Doctors in Medical	10		15 & Above
		7		10 & Above
		3		05 & Above
	Claim Department of the Insurance Company	7		3-4
		3		1-2
10	Average Turn Over for the last 5 years of Health Insurance portfolio	10		500 Million and Above
		7		300 Million and Above
		3		200 Million and Above
11	Paid Up Capital	10		150 million and Above
		0		Less Than 150 Million

Sr. No.	Descriptions	Total Marks	Marks Obtained	Remarks	(Attachment of relevant evidence in each case is mandatory. In case of noncompliance no mark will be Awarded)	Attach Evidence as
10	Date of Incorporation of the Company	10		Above 10 years	Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business is required to be enclosed	Annexure "A"
		7		Above 5 Years		
		0		Below 5 Years		

11	Total No. of Branches in all provinces	10	10 and above	10 and above Give complete address along with PTCL landline numbers	Annexure "B"
		7	5 and above		
		0	Below 5		
12	Renowned Companies on Clientele List for providing the same service	10	20 and above	above Letters to be attached duly issued from each concerned company	Annexure "C"
		7	05 and above		
		0	Below 5		
13	Number of persons on the payroll of the company	10	200 and above	Attach details of employees	Annexure "D"
		7	50 and above		
		0	Below 50		
14	Gross Premium in 2014	10	500 Million and above	Attach Certificate	Annexure "E"
		7	300 Million and above		
		5	200 Million and above		
15	Total Gross premium during the last 3 Years.	10	1 Billion and above	Audit Report to be attached	Annexure "F"
		7	800 Million and above		
		5	500 Million and above		
16	Total Assets as on 31/12/2014	10	01 Billion & Above	Audit Report to be attached	Annexure "G"
		8	800 Million & Above		
		5	500 Billion & Above		
		0	Below 500		
17	IFS Rating	10	AAA	Certificate to be attached	Annexure "H"
		8	AA		
		5	A		
		0	Below A		
Total Marks		180		Qualified / Disqualified	



Mandatory to Enclose

1. Profile of the company
 - a) Complete details of registered offices
 - b) Details of authorised person
 - c) Bio-Data of key Personnel
 - d) Certificate of Incorporation
 - e) NTN certificate
 - f) Selected list of clients
2. Detail of deviation if any on the benefit limits, eligibility criteria & coverages.
3. Affidavit from CFO of the company stated that the firm has never been blacklisted

Note

1. Acquiring of 70% marks of the total score will make the Bidder qualify for participating into ultimate phase of Financial Bid opening.

2.6.6 Discussions Prior to Evaluation

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

2.7 Award of Contract

2.7.1 Award Criteria

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

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

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

2.7.3 Notification of Award

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

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

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

2.7.4 **Signing of Contract**

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

The Contract shall be signed by the parties at SLA office, Hyderabad, within 10 Days of award of contract.

2.7.5 **Performance Security**

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

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

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

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



2.7.6 **General Conditions of Contract**

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

2.7.7 **Special Conditions of Contract**

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

2.7.8 **Integrity Pact**

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

2.7.9 **Non Disclosure Agreement**

The successful bidder shall upon the award of the contract execute a Non Disclosure Agreement with SLA. [Specimen is attached in Annexure "E"]

3 SCOPE OF HEALTH INSURANCE

Sindhi Language Authority requires providing Health Insurance Services to its employees from PCRA (A- RATING) approved companies as per the given details:

Plan Wise Strength

Number Of Employees	77
Number of Fathers	25
Number Of Mothers	56
Number of Spouse	68
Number of Children	177
Total	403

Note: The number of employees is expected to increase or decrease.

PROPOSED HOSPITALIZATION AND ROOM & BOARD LIMITS:

CATEGORY-WISE HOSPITALIZATION BENEFIT LIMIT	Plan A From Bps 19 to 22
Maximum Annual Limit (per insured)	600,000.00
Room & Board Limit per day	10,000.00
Maternity Care	
Normal Case	60,000.00
C Section	100,000.00
Baby Nursing care charges	20,000.00
CATEGORY-WISE HOSPITALIZATION BENEFIT LIMIT	Plan B From BPS 16 to 18
Maximum Annual Limit (per insured)	450,000.00
Room & Board Limit per day	8,000.00
Maternity Care	
Normal Case	50,000.00
C Section	80,000.00
Baby Nursing care charges	15,000.00
CATEGORY-WISE HOSPITALIZATION BENEFIT LIMIT	Plan C From BPS 02 to 15
Maximum Annual Limit (per insured)	250,000.00
Room & Board Limit per day	4,000.00
Maternity Care	
Normal Case	50,000.00
C Section	35,000.00
Baby Nursing care charges	10,000.00



ELIGIBILITY CRITERIA:

- Employees and spouses are to be covered upto 65 years of age with full insured limits.
- Parents are to be covered up to 75 years of age with full (100%) insured limits.
- Children Coverage: Sons are to be covered upto 25 years of age & Daughter till Marriage.
- Sub Limit for specialized investigation 100,000/-
- Complementary Accidental Cover 200,000/-
- 50% increases in basic hospitalization limit if the hospitalization is due to an accident.
- Pre and Post Hospitalization, Maternity, Diagnostic Test, Consultation and Medicine Pre & Post for 30 Days covered.
- Almost major and minor Diseases of full body.
- Psychiatric treatment in covered with full limit.
- Declared Pre existing condition should be covered with full (100%) Limit.
- Congenital / Birth Diseases Covered with full limit.
- International treatments are covered on reimbursement and in comparison to AKUH, Karachi rates.
- Maternity Care, baby

BENEFITS TO BE COVERED:

- Pre-existing conditions (undisclosed) to be covered fully with full limits.
- No requirement to fill Health Declaration Form.

Hospitalization	Day Care Surgeries / Procedures
<ul style="list-style-type: none"> ➤ Daily Room and Board charges ➤ In-hospital consultations charges ➤ Surgical Fees ➤ Anesthetist's Fee ➤ Operation Theatre Charges ➤ Diagnostic Investigations ➤ Blood & Oxygen supplies ➤ In-patient medicines expenses ➤ ICU / CCU charges ➤ Organ Transplant ➤ Local ambulance services ➤ Pre & post-hospitalization out-patient expenses, such as; consultation charges, cost of prescribed medicines and diagnostic tests before & after hospital confinement of 30 days, are to be covered. 	<ul style="list-style-type: none"> ➤ Lithotripsy ➤ Endoscopy ➤ Excision Biopsy ➤ Gastroscopy ➤ Lumpectomy (Partial Mastectomy) ➤ Tonsillectomy / Adenoidectomy ➤ Varicose Veins ➤ Non-malignant tumors / Abscess ➤ Cholecystectomy ➤ Herniorrhaphy ➤ Appendectomy ➤ Cataract Surgery ➤ Lucentis / Avastin injection when required. ➤ Angiography ➤ Angioplasty ➤ MRI ➤ CT Scan ➤ Thallium Scan ➤ Kidney Dialysis ➤ RCT (Root Canal treatment) ➤ Dental Crowning ➤ Burn Injury ➤ Treatment of cancer (including chemotherapy with pre & post-



	<p>hospitalization expenses of chemotherapy) upto full hospitalization limit.</p> <ul style="list-style-type: none">➤ Treatment of Hepatitis B & C such as, interferon therapy, consultation & laboratory tests expenses) upto full hospitalization limit.➤ Treatment of all injuries / fractures and lacerated wounds (outpatient within 72 hours) with full limit➤ Accidental dental treatment (out-patient within 07 Days)➤ Circumcision of Baby Boy under local / General anesthesia by qualified Doctor, with treatment of complication , if occurred.➤ D&C & D&E
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4 FINANCIAL PROPOSAL FOR HEALTH INSURANCE

PRICE SCHEDULE

(Applicable for the year _____)

Name of Bidder _____

Amount of Bid _____

Net Premium Rs. _____

Note

1. The above rates quoted must include all taxes and charges, if any.
2. The policy rating sheet should be included at the time of tender.
3. In addition to above also include detail of quotations, terms & condition, procedure to avail benefits and list of exclusions.

Signature & Stamp of Bidder _____



5. Contract

5.1 Conditions of Contract

5.1.1 Definitions

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

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

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

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

“Contract Price” means the price to be paid for the performance of the Services.

“Effective Date” means the date on which this Contract comes into force.

“GC” mean these General Conditions of Contract.

“Government” means the Government of Sindh.

“Currency” means Pak Rupees.

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

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

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

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

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

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



5.1.2 Law Governing Contract

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

5.1.3 Notice

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

- A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

5.1.4 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this contract by the SLA or the supplier may be taken or executed by the officials.

5.1.5 Taxes and Duties

The Supplier, Sub-Suppliers, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

5.1.6 Effectiveness of Contract

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

5.1.7 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 5.1.17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

5.1.8 Modifications or Variations

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

5.1.9 Force Majeure

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

5.1.9.1 No Breach of Contract

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

5.1.9.2 Extension of Time

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

5.1.10 Termination

5.1.10.1 Termination by SLA

The SLA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 5.1.10.1. In such an occurrence the SLA shall give a not less



than thirty (30) days' written notice of termination to the Supplier, and sixty (60) days' in the case of the event referred to in (e).

- a. If the Supplier does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the SLA may have subsequently approved in writing;
- b. If the Supplier becomes insolvent or bankrupt;
- c. If the Supplier, in the judgment of the SLA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- d. If, as the result of Force Majeure, the Supplier(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days; and
- e. If the SLA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

5.1.10.2 Termination by the Supplier

The Suppliers may terminate this Contract, by not less than thirty (30) days' written notice to the SLA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 5.1.10.2

- a. If the SLA fails to pay any money due to the Supplier pursuant to this Contract without Suppliers fault.
- b. If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

5.1.10.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 5.1.10.1 or GC 5.1.10.2, the SLA shall make the following payments to the Supplier:

- a. Payment for Services satisfactorily performed prior to the effective date of termination;
- b. except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 5.1.10.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

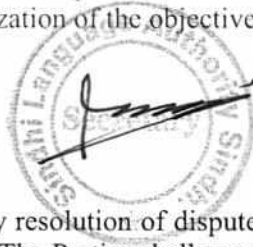
5.1.11 Good Faith

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

5.1.12 Settlement of Disputes

5.1.12.1 Amicable Settlement

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



5.1.12.2 Arbitration

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

5.1.13 Data Ownership

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

5.1.14 Obligations of the Supplier

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

5.1.14.1 Conflict of Interest

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

5.1.14.2 Confidentiality

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

5.2 Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

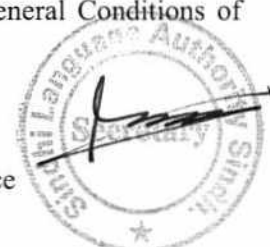
5.2.1 Performance Security

The amount of performance security shall be ten (10 %) percent of the Contract Price

5.2.2 Payment

The payment to be made to the Supplier under this Contract shall be made in accordance with the payment schedule as shall be agreed between SLA and the Supplier.

- a. All advance payment will be made against valid guarantee(s).



- b. SLA will effect payment within 15 days on satisfactory delivery of services, upon submitting the invoice under above conditions.

5.2.3 Price

Schedule of prices shall be as fixed in the Contract.



Annexure "A"

BID FORM

Dated: _____, 2018

To,

SINDHI LANGUAGE AUTHORITY,
National Highway,
Qasimabad,
Hyderabad 71000.

Dear Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer, in conformity with the said bidding documents for the sum of Rs. _____

_____ [total bid amount in words and figures].

We undertake, if our Bid is accepted, to provide _____ (Name of the supplied items or Services), that will be in accordance with the terms defined in the proposal and /or contract.

Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries:-

- a. Country _____
- b. Country _____

If our Bid is accepted, we will obtain the SLA Guarantee in a sum equivalent to ten percent (10%) of the Contract Price for the due performance of the Contract, in the form prescribed by SLA. (Do mention, if this document have already been provided).

We agree to abide by this Bid for a period of ninety (90) days from the date fixed for Bid Opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid and to contract execution if we are awarded the contract, are listed below:

Name & Address of Agent

Amount and Currency

(If none, State none)

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

Dated this _____ day of _____ 2018.

[Signature]

[In the Capacity of]



Duly authorized to sign Bid for and on behalf of _____

Annexure "B"

BID SECURITY FORM

Whereas _____ [name of the Bidder] has submitted its bid dated _____ [date of submission of bid] for providing Health Insurance Service.

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called "the Bank"), are bound unto SLA (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the SLA binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said SLA this _____ day of _____ 2018.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraw its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the SLA during the period of bid validity:
 - a. fails or refuses to execute the Contract, if required; or
 - b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

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

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

[Signature and Seal of the Bank]



Annexure "C"

PERFORMANCE SECURITY FORM

To,
SINDHI LANGUAGE AUTHORITY,
National Highway,
Qasimabad,
Hyderabad 71000.

WHEREAS _____ [name of Supplier]
(hereinafter called "Supplier" or "Contractor") has undertaken, in pursuance of Contract/Agreement dated
_____ 2018 and Bid Form dated _____ to _____ [Names of the supplied
items] (hereinafter called "the Contract").

AND WHEREAS we have agreed to give the Supplier / Contractor guarantee as required pursuant to
the bidding document and the contract:

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

This guarantee is valid until the _____ day of _____ 2018.

Signature and Seal of the Guarantors

Name of Bank

Address

Date



Integrity Pact

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

_____ [the Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, _____ [the Supplier] 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 inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

_____ [The Supplier] 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

_____ [The Supplier] accepts full responsibility and strict liability for making 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, _____ [the Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by _____ [the Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

For and on behalf of

Signature: _____

Name: _____

NIC No: _____



Annexure "E"

PARTICULARS OF EMPLOYEES AND THEIR ELIGIBLE DEPENDENTS

Sr. No.	Plan	Age	Gender	Relation
1	Plan A	54	M	Self
2	Plan A	45	F	Spouse
3	Plan A	15	M	Son
4	Plan A	11	M	Son
5	Plan A	21	F	Daughter
6	Plan A	18	F	Daughter
7	Plan B	33	M	Self
8	Plan B	35	F	Spouse
9	Plan B	64	M	Father
10	Plan B	53	F	Mother
11	Plan B	35	M	Self
12	Plan B	29	F	Spouse
13	Plan B	4	M	Son
14	Plan B	4	M	Son
15	Plan B	2	F	Daughter
16	Plan B	62	F	Mother
17	Plan B	61	M	Father
18	Plan B	35	M	Self
19	Plan B	21	F	Spouse
20	Plan B	4	M	Son
21	Plan B	2	M	Son
22	Plan B	65	F	Mother
23	Plan B	46	M	Self
24	Plan B	41	F	Spouse
25	Plan B	5	M	Son
26	Plan B	13	F	Daughter
27	Plan B	39	M	Self
28	Plan B	30	F	Spouse
29	Plan B	3	F	Daughter
30	Plan B	37	M	Self
31	Plan B	28	F	Spouse
32	Plan B	5	M	Son
33	Plan B	2	M	Son
34	Plan B	64	F	Mother

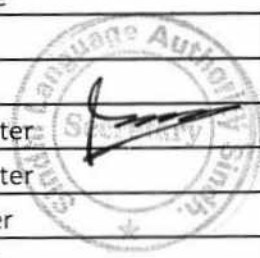
35	Plan B	64	M	Father
36	Plan B	42	F	Self
37	Plan B	39	M	Spouse
38	Plan B	12	F	Daughter
39	Plan B	7	F	Daughter
40	Plan B	3	F	Daughter
41	Plan B	42	M	Self
42	Plan B	40	F	Spouse
43	Plan B	4	M	Son
44	Plan B	6	F	Daughter
45	Plan B	47	M	Self
46	Plan B	36	F	Spouse
47	Plan B	9	F	Daughter
48	Plan B	50	M	Self
49	Plan B	41	F	Spouse
50	Plan B	9	M	Son
51	Plan B	4	M	Son
52	Plan B	2	F	Daughter
53	Plan B	7	F	Daughter
54	Plan B	73	F	Mother
55	Plan B	39	M	Self
56	Plan B	23	F	Spouse
57	Plan B	56	F	Mother
58	Plan B	55	M	Self
59	Plan B	50	F	Spouse
60	Plan B	17	M	Son
61	Plan B	13	F	Daughter
62	Plan B	21	F	Daughter
63	Plan B	23	F	Daughter
64	Plan B	71	F	Mother
65	Plan B	37	M	Self
66	Plan B	34	F	Spouse
67	Plan B	7	M	Son
68	Plan B	9	F	Daughter
69	Plan B	71	F	Mother
70	Plan B	40	M	Self
71	Plan B	32	F	Spouse
72	Plan B	10	M	Son
73	Plan B	4	M	Son
74	Plan B	63	F	Mother
75	Plan B	63	M	Father

76	Plan B	43	M	Self
77	Plan B	42	F	Spouse
78	Plan B	6	M	Son
79	Plan B	11	M	Son
80	Plan B	8	F	Daughter
81	Plan B	15	F	Daughter
82	Plan B	69	F	Mother
83	Plan B	73	M	Father
84	Plan B	57	M	Self
85	Plan B	52	F	Spouse
86	Plan B	29	M	Son
87	Plan B	25	F	Daughter
88	Plan B	19	F	Daughter
89	Plan B	46	M	Self
90	Plan B	46	F	Spouse
91	Plan B	22	M	Son
92	Plan B	11	M	Son
93	Plan B	15	M	Son
94	Plan B	14	F	Daughter
95	Plan B	13	F	Daughter
96	Plan B	18	F	Daughter
97	Plan B	51	M	Self
98	Plan B	40	F	Spouse
99	Plan B	17	F	Daughter
100	Plan B	13	F	Daughter
101	Plan B	12	F	Daughter
102	Plan C	42	M	Self
103	Plan C	39	F	Spouse
104	Plan C	17	M	Son
105	Plan C	15	F	Daughter
106	Plan C	5	F	Daughter
107	Plan C	36	M	Self
108	Plan C	36	F	Spouse
109	Plan C	17	F	Daughter
110	Plan C	11	F	Daughter
111	Plan C	9	M	Son
112	Plan C	60	F	Mother
113	Plan C	49	M	Self
114	Plan C	41	F	Spouse
115	Plan C	19	M	Son
116	Plan C	15	F	Daughter



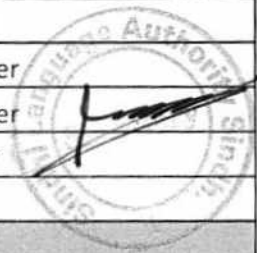
117	Plan C	14	F	Daughter
118	Plan C	10	F	Daughter
119	Plan C	51	M	Self
120	Plan C	29	F	Spouse
121	Plan C	7	M	Son
122	Plan C	6	M	Son
123	Plan C	9	M	Son
124	Plan C	2	M	Son
125	Plan C	5	F	Daughter
126	Plan C	45	M	Self
127	Plan C	39	F	Spouse
128	Plan C	11	M	Son
129	Plan C	10	M	Son
130	Plan C	8	M	Son
131	Plan C	5	M	Son
132	Plan C	2	F	Daughter
133	Plan C	13	F	Daughter
134	Plan C	66	F	Mother
135	Plan C	33	M	Self
136	Plan C	29	F	Spouse
137	Plan C	4	F	Daughter
138	Plan C	52	F	Mother
139	Plan C	57	M	Father
140	Plan C	34	M	Self
141	Plan C	30	F	Spouse
142	Plan C	4	M	Son
143	Plan C	2	M	Son
144	Plan C	53	F	Mother
145	Plan C	61	M	Father
146	Plan C	28	M	Self
147	Plan C	40	M	Self
148	Plan C	33	F	Spouse
149	Plan C	14	M	Son
150	Plan C	11	F	Daughter
151	Plan C	15	F	Daughter
152	Plan C	61	F	Mother
153	Plan C	51	M	Self
154	Plan C	46	F	Spouse
155	Plan C	23	M	Son
156	Plan C	20	M	Son
157	Plan C	16	M	Son

158	Plan C	13	M	Son
159	Plan C	8	M	Son
160	Plan C	2	F	Daughter
161	Plan C	42	F	Self
162	Plan C	51	F	Mother
163	Plan C	32	M	Self
164	Plan C	27	F	Spouse
165	Plan C	7	M	Son
166	Plan C	3	M	Son
167	Plan C	4	F	Daughter
168	Plan C	54	F	Mother
169	Plan C	62	M	Father
170	Plan C	31	M	Self
171	Plan C	26	F	Spouse
172	Plan C	2	F	Daughter
173	Plan C	57	F	Mother
174	Plan C	56	M	Father
175	Plan C	29	M	Self
176	Plan C	26	F	Spouse
177	Plan C	5	F	Daughter
178	Plan C	3	F	Daughter
179	Plan C	46	F	Mother
180	Plan C	51	M	Father
181	Plan C	36	M	Self
182	Plan C	23	F	Spouse
183	Plan C	4	F	Daughter
184	Plan C	2	F	Daughter
185	Plan C	61	F	Mother
186	Plan C	33	M	Self
187	Plan C	30	F	Spouse
188	Plan C	8	M	Son
189	Plan C	6	M	Son
190	Plan C	5	F	Daughter
191	Plan C	8	F	Daughter
192	Plan C	61	F	Mother
193	Plan C	67	M	Father
194	Plan C	1	F	Daughter
195	Plan C	41	M	Self
196	Plan C	42	F	Spouse
197	Plan C	16	M	Son
198	Plan C	11	M	Son

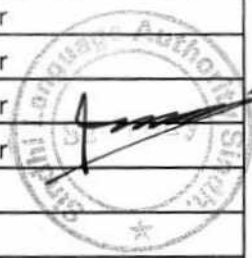


199	Plan C	9	M	Son
200	Plan C	7	M	Son
201	Plan C	61	M	Father
202	Plan C	47	M	Self
203	Plan C	31	F	Spouse
204	Plan C	16	M	Son
205	Plan C	13	M	Son
206	Plan C	9	M	Son
207	Plan C	4	M	Son
208	Plan C	17	F	Daughter
209	Plan C	66	F	Mother
210	Plan C	56	M	Self
211	Plan C	48	F	Spouse
212	Plan C	34	M	Self
213	Plan C	22	F	Spouse
214	Plan C	2	M	Son
215	Plan C	41	M	Self
216	Plan C	36	F	Spouse
217	Plan C	5	M	Son
218	Plan C	10	F	Daughter
219	Plan C	64	F	Mother
220	Plan C	47	M	Self
221	Plan C	35	F	Spouse
222	Plan C	66	F	Mother
223	Plan C	36	M	Self
224	Plan C	24	F	Spouse
225	Plan C	4	M	Son
226	Plan C	3	M	Son
227	Plan C	45	F	Self
228	Plan C	41	F	Spouse
229	Plan C	3	M	Son
230	Plan C	11	F	Daughter
231	Plan C	33	M	Self
232	Plan C	33	F	Spouse
233	Plan C	14	M	Son
234	Plan C	34	M	Self
235	Plan C	36	F	Spouse
236	Plan C	3	F	Daughter
237	Plan C	46	F	Mother
238	Plan C	63	M	Father
239	Plan C	46	M	Self

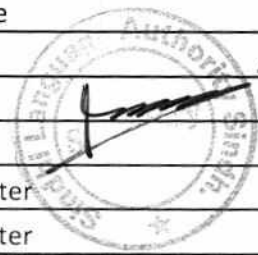
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241	Plan C	13	M	Son
242	Plan C	9	F	Daughter
243	Plan C	17	F	Daughter
244	Plan C	18	F	Daughter
245	Plan C	61	F	Mother
246	Plan C	28	M	Self
247	Plan C	28	F	Spouse
248	Plan C	5	M	Son
249	Plan C	8	F	Daughter
250	Plan C	45	F	Mother
251	Plan C	59	M	Father
252	Plan C	39	M	Self
253	Plan C	29	F	Spouse
254	Plan C	3	M	Son
255	Plan C	56	F	Mother
256	Plan C	40	M	Self
257	Plan C	31	F	Spouse
258	Plan C	12	M	Son
259	Plan C	2	M	Son
260	Plan C	7	F	Daughter
261	Plan C	6	F	Daughter
262	Plan C	3	F	Daughter
263	Plan C	67	M	Father
264	Plan C	39	M	Self
265	Plan C	27	F	Spouse
266	Plan C	7	M	Son
267	Plan C	4	M	Son
268	Plan C	46	M	Self
269	Plan C	24	F	Spouse
270	Plan C	27	M	Self
271	Plan C	24	F	Spouse
272	Plan C	5	F	Daughter
273	Plan C	4	F	Daughter
274	Plan C	46	F	Mother
275	Plan C	56	M	Father
276	Plan C	31	M	Self
277	Plan C	27	F	Spouse
278	Plan C	6	M	Son
279	Plan C	10	F	Daughter
280	Plan C	56	F	Mother



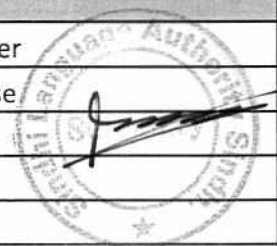
281	Plan C	61	M	Father
282	Plan C	31	F	Self
283	Plan C	46	F	Mother
284	Plan C	49	M	Father
285	Plan C	39	M	Self
286	Plan C	37	F	Spouse
287	Plan C	9	M	Son
288	Plan C	6	M	Son
289	Plan C	7	F	Daughter
290	Plan C	7	F	Daughter
291	Plan C	4	F	Daughter
292	Plan C	47	F	Mother
293	Plan C	63	M	Father
294	Plan C	32	M	Self
295	Plan C	69	F	Mother
296	Plan C	70	M	Father
297	Plan C	43	M	Self
298	Plan C	40	F	Spouse
299	Plan C	3	M	Son
300	Plan C	5	F	Daughter
301	Plan C	9	F	Daughter
302	Plan C	69	F	Mother
303	Plan C	44	M	Self
304	Plan C	41	F	Spouse
305	Plan C	4	M	Son
306	Plan C	14	M	Son
307	Plan C	12	M	Son
308	Plan C	9	F	Daughter
309	Plan C	6	F	Daughter
310	Plan C	19	F	Daughter
311	Plan C	16	F	Daughter
312	Plan C	63	F	Mother
313	Plan C	71	M	Father
314	Plan C	37	M	Self
315	Plan C	31	F	Spouse
316	Plan C	6	F	Daughter
317	Plan C	2	F	Daughter
318	Plan C	71	F	Mother
319	Plan C	38	M	Self
320	Plan C	59	F	Mother
321	Plan C	34	M	Self



322	Plan C	30	F	Spouse
323	Plan C	6	M	Son
324	Plan C	3	F	Daughter
325	Plan C	2	F	Daughter
326	Plan C	65	F	Mother
327	Plan C	56	M	Self
328	Plan C	50	F	Spouse
329	Plan C	22	F	Daughter
330	Plan C	31	M	Self
331	Plan C	46	M	Self
332	Plan C	31	F	Spouse
333	Plan C	8	F	Daughter
334	Plan C	6	F	Daughter
335	Plan C	71	M	Father
336	Plan C	43	M	Self
337	Plan C	42	F	Spouse
338	Plan C	16	M	Son
339	Plan C	14	M	Son
340	Plan C	39	M	Self
341	Plan C	41	F	Spouse
342	Plan C	7	M	Son
343	Plan C	4	M	Son
344	Plan C	59	F	Mother
345	Plan C	74	M	Father
346	Plan C	49	M	Self
347	Plan C	39	F	Spouse
348	Plan C	22	M	Son
349	Plan C	20	M	Son
350	Plan C	9	M	Son
351	Plan C	7	F	Daughter
352	Plan C	3	F	Daughter
353	Plan C	27	M	Self
354	Plan C	45	M	Self
355	Plan C	29	F	Spouse
356	Plan C	9	M	Son
357	Plan C	7	M	Son
358	Plan C	11	F	Daughter
359	Plan C	65	F	Mother
360	Plan C	35	M	Self
361	Plan C	27	F	Spouse
362	Plan C	71	F	Mother



363	Plan C	75	M	Father
364	Plan C	35	M	Self
365	Plan C	46	M	Self
366	Plan C	45	F	Spouse
367	Plan C	7	M	Son
368	Plan C	9	F	Daughter
369	Plan C	23	F	Daughter
370	Plan C	36	M	Self
371	Plan C	29	F	Spouse
372	Plan C	6	M	Son
373	Plan C	5	M	Son
374	Plan C	7	F	Daughter
375	Plan C	46	F	Mother
376	Plan C	49	M	Father
377	Plan C	42	M	Self
378	Plan B	57	M	Self
379	Plan B	54	F	Spouse
380	Plan B	24	M	Son
381	Plan C	43	M	Self
382	Plan C	37	F	Spouse
383	Plan C	15	M	Son
384	Plan C	4	M	Son
385	Plan C	17	F	Daughter
386	Plan C	22	F	Daughter
387	Plan C	69	F	Mother
388	Plan C	18	F	Daughter
389	Plan C	31	M	Self
390	Plan C	49	F	Mother
391	Plan C	64	M	Father
392	Plan C	31	M	Self
393	Plan C	62	F	Mother
394	Plan C	27	F	Spouse
395	Plan C	9	M	Son
396	Plan C	8	M	Son
397	Plan C	6	M	Son
398	Plan C	5	F	Daughter
399	Plan C	36	M	Self
400	Plan C	66	F	Mother
401	Plan C	67	M	Father
402	Plan C	18	F	Spouse



Form of Contract

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into between Sindhi Language Authority, Hyderabad, and _____, individually referred to as a 'Party' and collectively referred to as the 'Parties'. The Parties wish to exchange Confidential Information (as defined below in Section 2) for the following purpose(s): a) to evaluate whether to enter into a contemplated business transaction; and b) if the Parties enter into an agreement related to such business transaction, to fulfill each Party's confidentiality obligations to the extent the terms set forth below are incorporated therein (the "Purpose").

The Parties have entered into this Agreement to protect the confidentiality of information in accordance with the following terms:

1. The Effective Date of this Agreement is _____ 2018.
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary ("Confidential Information") to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:
 - Trade secrets;
 - Financial information, including pricing;
 - Technical information, including research, development, procedures, algorithms, data, designs, and knowhow;
 - Business information, including operations, planning, marketing interests, and products;
 - The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
 - Information acquired during any facilities tours.
3. The Party receiving Confidential Information (a "Recipient") will only have a duty to protect Confidential Information disclosed to it by the other Party ("Discloser"):
 - If it is clearly and conspicuously marked as "confidential" or with a similar designation;
 - If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or
 - If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.
4. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent:
 - Any use of Confidential Information in violation of this agreement; and/or
 - Communication of Confidential Information to any unauthorized third parties. Confidential Information may only be disseminated to employees, directors, agents or third party contractors of Recipient with a need to know and who have first signed an agreement with either of the Parties containing confidentiality provisions substantially similar to those set forth herein.

5. Each Party agrees that it shall not do the following, except with the advanced review and written approval of the other Party:
 - Issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the Parties) or mentioning or implying the name of the other Party; or
 - Make copies of documents containing Confidential Information.
6. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that:
 - Was known to the Recipient before receipt from the Discloser;
 - Is or becomes publicly available through no fault of the Recipient;
 - Is independently developed by the Recipient without a breach of this Agreement;
 - Is disclosed by the Recipient with the Discloser's prior written approval; or
 - Is required to be disclosed by operation of law, court order or other governmental demand ("Process"); provided that (i) the Recipient shall immediately notify the Discloser of such Process; and (ii) the Recipient shall not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.
7. EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".
8. Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires after 5 years from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed. Regardless of whether the Confidential Information is returned or destroyed, the Recipient may retain an archival copy of the Discloser's Confidential Information in the possession of outside counsel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute.
9. This Agreement imposes no obligation on a Party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license and transfer or otherwise make use of any technology, services or products.
10. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.
11. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of the other party.
12. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.

13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

**Sindhi Language Authority,
National Highway,
Qasimabad,
Hyderabad. 71000**

Company Name _____
Address _____

Name: _____ **Name:** _____

Signature: _____ **Signature:** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____

Stamp

Stamp

