



**GOVERNMENT OF SINDH
FINANCE DEPARTMENT**

BIDDING DOCUMENT

**FINAL BIDDING DOCUMENT
PROCUREMENT OF HEALTH INSURANCE SERVICES FOR SINDH SECRETARIAT,
CHIEF MINISTER'S SECRETARIAT, GOVERNOR SECRETARIAT AND PROVINCIAL
ASSEMBLY EMPLOYEES WITH THEIR ENTITLED FAMILY MEMBERS**


MUHAMMAD YOUSIF SHAIKH
Deputy Secretary
Finance Department
Government of Sindh

For Issuance & submission of Bidding Documents:

Deputy Secretary (Admn & Accounts), 06th Floor, Finance Department, Government of Sindh, Building No. 06,
Sindh Secretariat A.K Lodhi Block, Kamal Atta-Turk Road, Karachi

Telephone: +92-21-99222111

Website: www.finance.gos.pk

E-mail: so.hic@finance.gos.pk

BIDDING DOCUMENT**PROCUREMENT OF HEALTH INSURANCE SERVICES FOR
SINDH SECRETARIAT, CHIEF MINISTER'S SECRETARIAT,
GOVERNOR SECRETARIAT AND PROVINCIAL ASSEMBLY
EMPLOYEES WITH THEIR ENTITLED FAMILY MEMBERS**

(QUALITY AND COST BASED SELECTION METHOD)

IFB Ref No: FD / SO (HIC)/TENDER/2023-24
Procuring Agency: Finance Department, Government of Sindh (Secretariat)
Address: Deputy Secretary (Admn & Accounts), 06th Floor, Finance
Department, Government of Sindh, Building No. 06, Sindh
Secretariat A.K Lodhi Block, Kamal Atta-Turk Road, Karachi.
Phone No: +92-21-99222111
Email: so.hic@finance.gos.pk
Issued on: 22nd January 2024

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Notice Inviting Tenders

SECTION-I: Invitation for Bids (IFB)

IFB Ref No: FD / SO (HIC) / TENDER / 2023-24
Karachi, dated the 22nd January, 2024

Finance Department, Government of Sindh (the 'Procuring Agency') invites sealed bids from reputed and experienced Insurance companies under "Single Stage Two Envelopes" bidding procedure by following QCBS method as defined under SPPRA Rules, 2010 (As amended from time to time) for providing Health Insurance Services for 4260 Employees of **Sindh Secretariat, Chief Minister's Secretariat, Governor Secretariat and Provincial Assembly Employees with their Entitled Family Members**. The estimated number of lives (employees, their spouses, parents & children) to be insured is as under:

S No	Description	MARRIED EMPLOYEES				UN-MARRIED EMPLOYEES		G.Total
		SELF	SPOUSES	PARENTS	CHILDREN	SELF	PARENTS	
1.	A-OFFICERS (BS-19 to BS-22)	244	244	211	672	10	14	1395
2.	B-OFFICIALS / OFFICERS (BPS-16 to BPS 18)	1447	1441	1669	3842	107	91	8597
3.	C-OFFICIALS (BS 01 to BS-15)	2569	2552	2871	7185	234	143	15,554
	TOTAL:	4260	4237	4751	11,699	351	248	25,546

2. Individual wise details of above data are appended; however, above data contains 5%± and actual number of employees will be insured as per the actual working strength at the time of signing of agreement which is subject to increases/ decrease during the Contract. The Period of contract shall be **for the duration of one (1) year, extendable further up to two (2) years subject to the terms and conditions of the Contract**. 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.

3. The Bidding Procedure will be conducted through **National Competitive Bidding** using **Quality and Cost Based Selection method** as specified under the SPP Rules, 2010 and is open to all the eligible Bidders / Service Providers. The Contract will be awarded to the **Most Advantageous Bidder** attaining the highest combined weighted technical and financial score according to the criteria (QCBS) outlined in the IFB Document.

4. The prospective bidders may seek further information and obtain the IFB document (the '**Final Bidding Document**') from the procuring agency's office, addressed below, with effect from **22nd January 2024 to 06th February 2024**, during office hours, **upon submission of a written application along with a pay order/ demand draft amounting to Rs. 5,000/-** in favor of the **Deputy Secretary (Admin & Accounts), Finance Department Government of Sindh** (the Procuring Agency shall issue the Final Bidding Document at free of cost to all those bidders who have already purchased the bidding documents in accordance with the RFP). Alternatively, the bidders are free to choose downloading the IFB document from the websites

of SPPRA. <https://ppms.pprasingh.gov.pk/PPMS/> or Procuring Agency <https://finance.gos.pk/> and in such case, the bid document fee must be enclosed along with the technical proposal.

5. The Bid containing technical and financial proposals, sealed separately, with all requisite documents must be delivered in a sealed envelope with marking on it the Activity's title '**Procurement of Health Insurance Services for Sindh Secretariat, Chief Minister's Secretariat, Governor Secretariat and Provincial Assembly Employees with their Entitled Family Members**' on or before 07th February, 2024 on or before 11:00 am at the office address mentioned below. Any Bid received late due to any reason whatsoever will be rejected. The bids (technical proposals) will be opened publicly in the presence of bidders designated representatives on **07th February, 2024 at 12:00 noon at the 06th Floor, Room No.119, in the Office of the Additional Finance Secretary (Admn/SR), Finance Department, Government of Sindh, A.K Lodhi Block, Building No.6, Sindh Secretariat Kamal Atta Turk Road, Karachi.**

6. All Bids must remain valid for a period of **ninety (90) days** effective from the technical bids' opening date and must be accompanied by a bid security equivalent to **5%** of the total quoted bid in the shape of pay order/ demand draft/ bank guarantee, valid for a period of twenty-eight (28) days beyond bid validity period, issued by a scheduled bank of Pakistan in favor of '**Additional Secretary (SR/ Admn), Finance Department, Government of Sindh**'.

7. **The address referred at para-5 above is:**

Attention: Deputy Secretary (Admn & Accounts)
Finance Department, Government of Sindh
Address: Room No. 127, 6th Floor, A.K Lodhi Block, Sindh Secretariat Building No.6,
Kamal-Atta-Turk Road, Karachi.
Telephone: +92-21-99222111
E-mail: so.hic@finance.gos.pk
Website: <https://www.finance.gos.pk/>

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Section II – Instructions to Bidders

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Accident” means a circumstance that resulted in an injury caused solely and directly from unexpected, external, violent and visible means and does not include illness or any naturally occurring medical condition or degenerative process.
 - (b) “Agreement Period” means the period of one year contract extendable for further two (2) years in accordance with the Contract terms and conditions.
 - (c) “Anaesthetist” means a physician licensed to conduct general anaesthesia procedures.
 - (d) “Activity” means procurement of services ascribed thereto in the IFB (Section I – Letter of Invitation and Section II – Bid Data Sheet of the IFB Document);
 - (e) “Authority” means Sindh Public Procurement Regulatory Authority (SPPRA);
 - (f) “Bid” means a tender, or an offer by a Person, Company or an Organization expressing willingness to undertake a specified task at a price, in response to an invitation by a Procuring Agency;
 - (g) “Bidding Documents” or “Invitation for Bids (IFB)” means the documents issued by the Procuring Agency for the Bidders to prepare bids in a uniform manner;
 - (h) “Bidding Procedure” or “Bidding Process” means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract;
 - (i) “Bid Price” means the services charges for providing services under this Activity as quoted by the Bidder in its Financial Bid;
 - (j) “Claim” means the benefits that the Insured Member asks the Service Provider to pay in respect of an episode of treatment.

- (k) “Company” means an enterprise, entity, or firm set up or incorporated in Pakistan under the applicable laws;
- (l) “Confinement” or “Hospitalization” means the period during which an insured member is registered as a paying bed-patient in a hospital. Successive periods of hospital confinement, due to the same or related causes, not separated by more than ninety (90) days and without resumption of full normal work activities for that period shall, for the purposes of evaluating a claim under the Contract, be considered to constitute one continuous period of hospital confinement.
- (m) “Contract” or “Insurance Service Agreement” or “Agreement” means the contract enforceable by law and includes general and special conditions, specifications, drawings and bill of quantities;
- (n) “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (o) “Collusive Practice” means collusion between two or more parties for the purpose of bid rigging or simulating competition, in connection with the Bid and/or the award of this Concession to the Contractor;
- (p) “Data Sheet” means such part of the Instructions to Bidders that is used to reflect specific Activity conditions;
- (q) “Day” means calendar day including holiday;
- (r) “Day-care Procedures” means Procedures/ Surgeries at a Hospital, Out-Patient clinic or other facility which is appropriate for the medical services provided, where the Insured Member is admitted to a Hospital bed but does not stay overnight. Expenses incurred for Treatment at the Outpatient or emergency ward of the Hospital are not considered “Day-care Procedure”.
- (s) “Deductible” means the first part of the cost of a claim or series of claims expressed in terms of an amount that is not covered by this Policy and for which the Insured Member or Procuring Agency must contribute.

- (t) “Disability” means any Illness or bodily Injury.
- (u) “Effective Date” means the date, which shall not be later than thirty (30) days from the Signing Date, unless mutually extended by the Parties, on which all the Conditions Precedent are fulfilled, deferred or waived.
- (v) “Eligible Expenses” means those charges for treatment as are payable by the Service Provider and are reasonable & customary, medically necessary, within policy coverage and limits and not excluded under any of the terms and conditions of the policy.
- (w) “Emergency” means a health condition resulting from sudden illness or bodily injury raising a professional concern that there may be a significant medical problem jeopardising the insured member’s life and necessitating treatment which must not be delayed and which required confinement to a hospital emergency facility;
- (x) “Employee” means any person legally and gainfully employed by the Government of Sindh and working in Sindh Secretariat, Sindh Assembly, CM Sindh Secretariat, Governor Sindh Secretariat on a regular, permanent, and fulltime basis as communicated by the Procuring Agency. Provided that the employees posted/ working/ employed at the field formation offices, attached offices, departments, regional/ subordinate offices at fields are not entitled to be extended the benefit of this agreement.
- (y) “Government” means the Government of Sindh;
- (z) “Hospital” or “Health Facility” means (a) an institution licensed in accordance with the applicable laws of the jurisdiction, (b) is primarily engaged in providing, for compensation from its patients, diagnostics, medical and surgical facilities for the case and treatment of injured or sick persons, (c) has twenty-four (24) hours a day medical services by registered paramedics, including nurses, under the permanent supervision of the medics in-charge, (d) maintains in-patient facilities, and (e) maintains a daily medical record for each of its patients.
- (aa) “Instructions to Bidders” (Section-II of ITB) means the document which provides the Bidders with all information needed to prepare their Proposals;

- (bb) “Insured Member” means an Employee and all the entitled family members/entitled insured members, i.e., Spouse, Parents (irrespective of age limit), and Children [(boy up to 28 years), and (Girls up to 28 years or till marriage or securing job subject to such communication by the Procuring Agency)], including step children/ parents who are entitled insured member upon the Employee for the support;
- (cc) “Key Performance Indicators” or “KPIs” mean the key performance indicators developed by the Procuring Agency to measure the performance of the Service Provider against the Services to be performed under the Agreed terms.
- (dd) “Key Professional Staff” means the professionals proposed by the Bidder in its Bid to undertake the Activity;
- (ee) “Letter of Award” means a letter of award or acceptance issued by the Procuring Agency to the bidder whose Bid declared as the Most Advantageous Bid in terms of the criteria and other terms & conditions of the Bidding Document;
- (ff) “Letter of Invitation” (Section-I of IFB) means the Letter of Invitation issued by the Procuring Agency to the Bidders;
- (gg) “Most Advantageous Bid” means (i) a Bid or proposal for goods, works or services that after meeting the eligibility or qualification criteria, is found substantially responsive to the terms and conditions as set out in the bidding or request for proposal documents; and (ii) evaluated as the highest ranked Bid or proposal on the basis of cost or quality or qualification or any combination thereof, as specified in the Bidding Documents or request for proposal documents;
- (hh) “Procuring Agency” means the department named in the Data Sheet with which the selected Bidder signs the Contract for the Services;
- (ii) “Proposal” means the Technical Proposal and the Financial Proposal submitted in accordance with the Final Bidding Documents.

- (jj) “Rules” means the Sindh Public Procurement Rules, 2010 (As amended till the date of IFB advertisement).
- (kk) “Service Provider” means the successful bidder responsible to render the services in accordance with the terms & conditions of this Contract.
- (ll) “Sub-Contractor” means any person or entity to whom the main contractor subcontracts any part of the Services;
- (mm) “Terms of Reference” (TOR) means the document included in the IFB Document as Section-V which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Procuring Agency and the Bidder, and expected results and deliverables of the Activity.

2. Introduction

- 2.1 The Procuring Agency named in the Data Sheet will select a firm/company (the Contractor) in accordance with the selection method and criteria specified in the Data Sheet.
- 2.2 The eligible bidders (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Contractor/Service Provider.
- 2.3 Bidders should familiarize themselves with all the applicable rules and conditions and take them into account while preparing their Proposals. Bidders are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Bidders may liaise with Procuring Agency’s representative named in the Data Sheet for gaining better insight into the Activity.
- 2.4 Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to the acceptance of a Bid or Proposal, without thereby incurring any liability to the Bidders.
- 2.5 Procuring Agency may provide facilities and inputs as specified in Data Sheet.

3. Conflict of Interest

- 3.1.1 Bidders are required to provide professional, objective, and impartial advice and holding the Procuring Agency’s interest paramount. They shall strictly avoid conflict with other activities or their own corporate interest. Bidders have an obligation to disclose any situation of actual or potential

conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract.

3.1.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- (a) A Bidder/Contractors that has been engaged by the Procuring Agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing services related to those goods, works or services. Conversely, a firm hired to provide services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than services resulting from or directly related to the firm's contracting services for such preparation or implementation;
- (b) A Bidder/Contractor (including its Personnel and Sub-Contractors) or any of its affiliates shall not be hired for any activity that, by its nature, may be in conflict with another activity of the Contractor to be executed for the same or for another Procuring Agency;
- (c) A Bidder (including its Personnel and Sub-Contractors) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of
 - (i) the preparation of the Terms of Reference of the Activity,
 - (ii) the selection process for such Activity, or
 - (iii) supervision of Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

**Conflicting
Relationship**

3.2 Government officials and civil servants may be hired as the Bidder only if:

- (a) They are on leave of absence without pay;
- (b) They are not being hired by the agency they were working for, six months prior to going on leave; and
- (c) Their employment would not give rise to any conflict of interest.

- 4. Fraud and Corruption**
- 4.1** It is the Government’s policy that Bidders/Contractors under the contract(s) observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in SPPR 2010 which defines:
- “**corrupt and fraudulent practices**” includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid obligation;
- Under Rule 35 of SPPR 2010, “The Procuring Agency can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”.
- 5. Integrity Pact**
- 5.1** Pursuant to Rule 89 of SPPR 2010 Bidder/Contractor undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements.
- 6. Eligible Bidders**
- 6.1** If short listing process has been undertaken through REOI, as outlined under Rule 73 and 74 of SPPR 2010 for the Contract(s) for which this RFP documents being issued, those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified are eligible.
- 6.2** Short listed Bidders emerging from request of expression of interest are eligible.
- 7. Eligibility of Sub-Contractors**
- 7.1** A shortlisted Bidder/Contractor would not be allowed to associate with Bidders who have failed to qualify the short listing process.
- 8. Only One Proposal**
- 8.1** The Bidders may only submit one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub-Bidder, including individual experts, to more than one proposal is not allowed.
- 9. Proposal Validity**
- 9.1** The Data Sheet indicates Proposals validity that shall not be more than ninety (90) Days in case of National Competitive Bidding (NCB) and one-hundred-twenty (120) Days in case of International competitive Bidding (ICB). During this period, Bidders shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency

may request Bidders/ Service Providers to extend the validity period of their proposals. Bidders/ Service Providers who agree to such extension shall confirm that they maintain the availability of the Professional Staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Bidders may submit new staff in replacement that would be considered in final evaluation for contract award. Bidders / Service Providers who do not agree have right to refuse to extend the validity of their Proposals.

- 9.2 The Bidders shall submit required bid security along with financial proposal defined in the Data Sheet (which shall not be less than one percent and shall not exceed five percent of Bid amount).

10. Clarification and Amendment in IFB Documents

- 10.1 The Bidders may request for a clarification of contents of the bidding document in writing, and Procuring Agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The Procuring Agency shall communicate such response to all parties who have obtained the IFB document without identifying the source of inquiry. Should the Procuring Agency deem it necessary to amend the IFB as a result of a clarification, it shall do so.

- 10.2 At any time before the deadline for submission of Bids or Proposals, the Procuring Agency may amend the IFB by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Bidders and will be binding on them. The Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

11. Preparation of Proposals

- 11.1 In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the IFB. Material deficiencies (deviation from scope, experience and qualification of personnel, eligibility) in providing the information requested may result in rejection of a Proposal.
- 11.2 The estimate number of Professional Staff months or the budget required for executing the Activity should be shown in the Data Sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the Bidders.

12. Language

- 12.1 The Proposal as well as all related correspondence exchanged by the Bidders and the Procuring Agency shall be written in English. However, it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of the Islamic Republic of Pakistan.

**13. Technical Proposal
Format and Content**

- 13.1** While preparing the Technical Proposal, Bidders must give particular attention to the following:
- (a) If a Bidder considers that it does not have all the expertise required for the Activity, it may obtain a full range of expertise by associating with individual Bidder(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate and applicable in accordance with the Data Sheet.
 - (b) For Activities on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based Activities, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
 - (c) It is desirable that the majority of the Key Professional Staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
 - (d) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
 - (e) Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) shall be submitted for each position.
- 13.2** The Technical Proposal shall provide the following information, where applicable, using the attached Standard Forms (Section-III):
- (a) A brief description of the Bidder organization and an outline of recent experience on activities of a similar nature – for each activity, the outline should indicate, inter alia, the profiles of the staff, duration of the activity, contract amount, and firm's involvement (**Form TECH-2**).
 - (b) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Procuring Agency (**Form TECH-3**).
 - (c) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing (**Form TECH-5**).
 - (d) CVs recently signed by the proposed Key Professional Staff and the authorized representative submitting the proposal. Key information should include number of years working for the Bidder and

degree of responsibility held in various activities as indicated in the Data Sheet (**Form TECH-6**).

- (e) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the Activity, supported by bar chart diagrams showing the time proposed for each professional staff team member (**Form TECH-7**).
- (f) A detailed description of proposed methodology, work plan for performing the Activity, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the Activity (**Form TECH-4**).
- (g) Any additional information and documents requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposal

14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section-IV). It shall list all costs associated with the Activity, including (a) remuneration for staff (in the field and at the Bidders' office), and (b) reimbursable expenses indicated in the Data Sheet (if and as applicable). Alternatively, Bidder may provide its own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

15. Taxes

15.1 The Bidder/ Service Provider will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

16. Submission, Receipt, and Opening of Proposals

16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of **TECH-1 of Section-III, and FIN-1 of Section-IV**. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Bidder. **The authorization shall be in the form of a written power of attorney accompanying the Technical Proposal.**

16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**" Similarly, the original Financial Proposal (if

required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by name of the Activity, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the Procuring Agency no later than the time and the date indicated in the Data Sheet until any extension to this date is made through a corrigendum or addendum. Any proposal received by the Procuring Agency after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or Procuring Agency’s internal dispatch workings, Bidders should ensure that proposals to be sent through couriers should reach a day before deadline for submission.

17. Proposals Evaluation

17.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Procuring Agency in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

18. Evaluation of Technical Proposals

18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

In the case of Quality-Based Selection, Selection Based on Bidder’s Qualifications, and Single-Source Selection, the highest ranked Bidder or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted.

Public Opening and Evaluation of Financial Proposals: (QCBS Method Only)

18.2 After the technical evaluation is completed, the Procuring Agency shall notify in writing Bidders that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial

Proposals. Bidders' attendance at the opening of Financial Proposals is optional.

Financial proposals of those Bidders who failed to secure minimum qualifying marks shall be returned un-opened.

19. Evaluation of Financial Proposals

19.1 Financial Proposals shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the Bidders and the technical scores of the Bidders shall be read aloud. The Financial Proposal of the Bidders who met the minimum qualifying marks will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all the Bidders.'

19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

19.3 In case of **Least Cost Selection LCS Method**, the Bid found to be the lowest evaluated bid shall be accepted.

19.4 In case of **Quality and Cost Based Selection QCBS Method** the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

19.5 In the case of **Fixed-Budget and Quality Based Selection**, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal.

20. Negotiations

20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Bidders will, as a pre-requisite for attendance at the negotiations, confirm availability of all the Professional Staff. Failure in satisfying such requirements may result in the Procuring Agency proceeding to negotiate with the next-ranked Bidder. Representatives conducting negotiations on behalf of the Bidder/Contractor must have written authority to negotiate and conclude a Contract.

- 21. Technical Negotiations**
- 21.1** Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Bidder to improve the Terms of Reference. The Procuring Agency and the Bidder will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “**Description of Services**”. Minutes of negotiations, which will be signed by the Procuring Agency and the Bidder, will become part of Contract Agreement.
- 22. Financial Negotiations**
- 22.1** If applicable, it is the responsibility of the Bidder, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Bidder under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Bidders will provide the Procuring Agency with the information on remuneration rates described in the Appendix attached to Section 4 (Financial Proposal - Standard Forms of this RFP), as applicable.
- 23. Availability of Professional Staff/ Experts**
- 23.1** Having selected the Contractor on the basis of, among other things, an evaluation of proposed Professional Staff, the Procuring Agency expects to negotiate a Contract. Before contract negotiations, the Procuring Agency will require assurances that the Staff will be actually available. The Procuring Agency will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional Staff were offered in the proposal without confirming their availability, the Bidder may be disqualified. Any proposed substitute, if accepted by the Procuring Agency, shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Service Provider firm/company/successful bidder within period of time specified in letter of invitation to negotiate.
- 24. Award of Contract**
- 24.1** After completing negotiations, the Procuring Agency shall award the Contract to the successful selected bidder and within fifteen (15) Days of the award of contract, the Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the Bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of

award, bill of quantity or schedule of requirement, as the case may be.

24.2 Before signing of award of contract, successful bidder required to submit performance security at rate indicated in Data Sheet.

24.3 The successful bidder expected to commence the Activity on the date and at the location specified in the Data Sheet.

25. Confidentiality

25.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidder who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the bid evaluation result and/ or the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal.

Award Of Insurance Contract

The bidder whose bid found as the Most Advantageous Bid in accordance with the Data Sheet shall be awarded the procurement contract in accordance with the SPP Rules, 2010.

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.

Section II – Instructions to Bidders

Bid Data Sheet

The following specific data for the services to be procured under this Activity shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Reference	Description
ITB 2.1	<p>The Procuring Agency is: Finance Department, Government of Sindh Room No. 127, 6th Floor, A.K Lodhi Block, Sindh Secretariat Building No. 6, Kamal Ataturk Road, Karachi.</p> <p>Address:</p> <p>Website: www.finance.gos.pk E-mail: so.hic@finance.gos.pk Telephone: +92 21 99222111</p> <p>The Activity title is: Procurement of Health Insurance Services for Sindh Secretariat, Chief Minister’s Secretariat, Governor House Secretariat and Provincial Assembly Employees with their Entitled Family Members’.</p> <p>IFB reference number is: FD/SO(HIC)/TENDER/2023-24</p> <p>Market approach is: National Competitive Bidding – Open to all eligible bidders</p> <p>Bidding Procedure: Single Stage Two Envelope Procedure</p> <p>Selection Method: Quality and Cost Based Selection Method</p>
ITB 2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes Each proposal (Technical and Financial), with requisite number of copies as mentioned under ITB Clauses 16.2 & 16.3 of the Data Sheet, must be submitted in separate envelopes sealed in a proper manner.</p>
ITB 2.3	<p>A Pre-bid meeting will be held: No</p>
ITB 2.5	<p>The Procuring Agency may provide facilities and inputs that include:</p> <ul style="list-style-type: none"> • Access to relevant reference documents or information, if available; • Access to the field offices as part of this Activity; • Feedback and approvals on the relevant reports from time to time; and • Any other support as mentioned in the Activity’s TOR.
ITB 5.1	<p>Bidder undertakes to sign Integrity Pact as per prescribed format and instructions outlined in this document.</p>
ITB 6 & 7	<p>Shortlisted Bidders may associate with other shortlisted Bidders: Not applicable – the bidding process is open to all the bidders.</p>
ITB 8.1	<p>Alternative bids shall not be considered.</p>
ITB 9.1	<p>The Bid validity period shall be ninety (90) days effective from the date of opening of technical bids or up to – valid up to 6th May 2024, whichever is later.</p>

ITB 9.2	The original sealed financial proposal must contain a bid security equivalent to 5% of the total quoted bid/ price in the form of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee , valid for a period of twenty-eight (28) days beyond Bid validity period, issued by a scheduled bank in Pakistan (with a minimum rating of 'A-' by JCR VIS or an equivalent rating by PACRA or other creditable credit rating agency) in favor of ' Additional Secretary (SR/ Admn), Finance Department, Government of Sindh '.
ITB 10.1	<p>Clarifications may be requested not later than five calendar days prior to the date of opening of bids. The address for requesting clarifications is:</p> <p>Attention: Additional Finance Secretary (Admn/SR), Finance Department, Government of Sindh</p> <p>Address: Room No. 119, Sixth Floor, A.K Lodhi Block, Sindh Secretariat Building No. 6, Kamal Attaturk Road, Karachi</p> <p>City: Karachi</p> <p>Phone No: +92-21-99222111</p> <p>E-mail: so.hic@finance.gos.pk</p>
ITB 10.2	Any corrigendum or addendum, if deemed mandatory to extend schedule for submission/ opening of bids and/ or amend the IFB Document after its issuance and before the deadline for submission of Bids or Proposals, shall be issued through advertising it in newspapers and posting it on the websites of SPPRA https://ppms.pprasinhd.gov.pk/PPMS/ and Procuring Agency https://finance.gos.pk/ .
ITB 12.1	The language of the submitted proposal shall be in English . All correspondence exchange shall be in English language. Language for translation supporting documents/ literature is English .
ITB 13.1(a) ITB 1.1(u)	Maximum number of members in the Consortium/Joint Venture shall be: Not Applicable/ Not Allowed
ITB 13.2	The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP) containing all the information, including: description of the approach, methodology, work plan for performing the Activity, task activities, work schedule, CV of proposed Professional Staff, Bidder's organization and experience, comments/ recommendations/ value additions on the TOR and comments on the counterpart staff and/ or facilities.
ITB 13.2(f)	Training is a specific component of this Activity: No
ITB 14.1	Bidders shall quote their bids in Pak Rupees (PKR) , using the standard forms or equivalent, as applicable, for execution of the Activity. The contract shall be based on a fixed price or lump sum basis payable to the successful Bidder on its satisfactory completion of respective milestone(s) as mentioned in the Conditions of Contract.
ITB 15.1	Amounts payable by the Procuring Agency to the Bidder under the contract to be subject to the local taxation, stamp duty and service charges, as applicable at the time of bids' submission. The Bidder shall incorporate all the applicable taxes, subject to exemption, in the Bid Price otherwise the Procuring Agency shall presume these taxes as the Bid part.

ITB 16.2 ITB 16.3	The Bidder must submit one original copy the Technical Proposal , one soft copy of the Technical Proposal (scanned copy in USB), and one original copy of the Financial Proposal . Each proposal must contain in a separate and sealed envelope clearly marked with the Activity title and other information as provided under the ITB Clause 16.3.
ITB 16.4	<p>For bids/ proposals submission purposes only, the PA's address is:</p> <p>Attention: Deputy Secretary (Admn & Accounts), Finance Department, Government of Sindh</p> <p>Address: Sixth Floor, A.K Lodhi Block, Sindh Secretariat Building No. 6, Kamal Attaturk Road, Karachi-Pakistan</p> <p>City: Karachi</p> <p>Phone No: +92 21 99222111</p> <p>The deadline for proposals submission and opening is:</p> <p>Date: 07th February 2024</p> <p>Time: 11:00 a.m. and 12:00 Noon. (submission and opening, respectively)</p> <p>Bidder shall not have option to submit Bids electronically.</p>
ITB 18.1 ITB 13.1 ITB 6.1 ITB 2.2	<p>Eligibility Criteria: The Bidder must qualify the following requirements for further assessment (technical evaluation and marking):</p> <ul style="list-style-type: none"> • Nationality: Bidder must have been incorporated or setup in Pakistan as evidenced by its Certificate of Incorporation & valid license to transact insurance business with SECP (Proof is required) • Registration: Valid NTN (appearing in Active Taxpayer List (ATL) / Income Tax & valid SNTN with Sindh Revenue Board (SRB) as applicable and appearing on active tax payer list showing service category (Proof is required); • Power of Attorney: Bidder must submit a power of attorney, as required by the RFP Document, for the authorized person nominated to sign the documents; • Experience: Bidder must have a minimum ten (10) years of experience in providing Health Insurance Services (documentary evidence is required). Copies of audited account of at least five years shall be provided; • Rating: Minimum AA+ PACRA / JCR-VIS Rating which should not be more than one (01) year old. • Specific Experience: Bidder must have at least three (03) Corporate Clients each having more than 10,000 active lives or 2,000 active insurance card holders in each organization for Health Insurance at least for one year, (documentary evidence is required copies of signed agreement / contract shall be considered as appropriate evidence). Short term insurance which is carried out less than one (1) year period is not acceptable for the purpose of qualification under this specific criterion of experience; • Gross Premium: Bidder must have a minimum yearly gross premium turnover should be PKR Five (05) billion or more (as on 31st December 2022 or later) as evident from the audited financial statement. • Minimum Equity and Reserves: Bidder must have a minimum share capital & reserves should be PKR three (03) billion or more (as on 31st December 2022 or later) as evidenced from the audited financial statement.

- **Panel Hospitals/ Health Facilities:** Bidder must have at least 300 hospitals/ health facilities [with each facility must be operational at least six (6) months prior to the bids submission deadline) on its panel list across Pakistan which will have minimum spread as under:
 - At-least 100 Hospitals/ Health Facilities in Karachi which must include AKU Hospital, Ziauddin Hospital, National Medical Centre, Patel Hospital, Liaquat National Hospital, Tappa Heart.
 - At-least two Hospitals located in each of Islamabad, Peshawar, Lahore, Quetta, & Hyderabad
- **Affidavit:** An Affidavit by the Bidder (through CEO / CFO / Service Provider Secretary stating therein that within 30 days of signing of agreement in the event of successfully awarded the contract, the bidder shall ensure to enlist:
 - a) at-least one (01) Hospital (providing inpatient facilities (Surgical & Medical), 24 hours a day nursing services, and equipped with diagnostic services & ICU) in all Divisional Head Quarters i.e. Sukkur, Larkana, Shaheed Benazirabad, & Mirpurkhas in addition to Karachi.
 - b) at-least one (01) Hospital (providing Cataract Surgery) in all Divisional Head Quarters i.e. Sukkur, Larkana, Shaheed Benazirabad & Mirpurkhas in addition to Karachi.
 - c) atleast one (01) Maternity Home / Mother & Child Health Care Centre (providing inpatient facilities towards Normal Vaginal Delivery, Forceps Delivery, C-Section and equipped with diagnostic services & ICU) in all District Head Quarters of Sindh in addition to Karachi
 - d) Enlist the number of hospitals as nominated by the Procuring Agency in divisional headquarters, provincial capital as are considered necessary in view of service delivery standards of the hospital and expanding hospitalization accessibility for insured members.
- **Call Centre:** Bidder must have an active 24x7 fully functional Medical Call Centre.
- **Full-Time Doctors:** Bidder must have at least five (5) full time doctors for case management in Medical & Claim payment Department of the Insurance Service Provider (evidence will be required)
- **Conflict of Interest:** Bidder must not have any conflict of interest arising from the prior or existing contracts or relationships which could materially affect potential involvement of the Bidder and to comply with the obligations set out in the RFP Document issued with respect to this Activity;

Non-blacklisting/ Non-debarment: Bidder must submit an affidavit that the firm is not blacklisted by any public or private sector organization.

Note: - It must be noted that the Service Provider shall meet eligibility criteria as above otherwise it shall be declared ineligible and will not be further evaluated.

Technical Evaluation Criteria: Refer to the RFP pages # 28 to 31 (technical evaluation criteria qualification score/ marks = 75 for qualifying the opening of the financial bid/ proposal)

The prospective bidders must read carefully and note the following conditions relating to an integral part of the evaluation criteria the Procuring Agency shall consider bidder's experience to the extent of those contracts as directly awarded in its own or bidder's title (but not that of their subcontractor). Secondly, the claimed experience or contracts awarded must be satisfactorily completed as endorsed and/ or verified by the awarding agency.

ITB 18.1
ITB 13.1
ITB 6.1
ITB 2.2

Eligibility Criteria (Mandatory Documents – Refer to the Eligibility and Technical Evaluation Criteria): Bidder must enclose, along with the Technical Proposal, copies of the following documents including but not limited to:

- i. Documents Checklist duly filled (updated if any modification required), signed, stamped by Bidder's authorized representative (**Appendix – D**);
- ii. Constitutive documents of registration including NTN, SRB as applicable);
- iii. Power of Attorney (**Appendix – C**);
- iv. Integrity Pact (**Appendix – A**)
- v. Audited financial statements of last five (5) years duly issued and verified by a certified chartered accountant firm;
- vi. Income Tax & Sindh Sales Tax returns filed for last Three (03) years;
- vii. Bid security financial instrument **without** disclosing the amount and reference number and date of it;
- viii. Relevant Extracts of contract agreements with addenda (if any),
- ix. Historical contracts, non-performing details, if any, with reasons leading to non-performance;
- x. Any other document, including Bid Forms and Forms-Tech etc. as applicable and referred in ITB, associated with qualifying the eligibility, technical evaluation criteria, and other terms and conditions.

The prospective bidders must read carefully and note the following conditions relating to an integral part of the evaluation criteria:

- i. Bidder must provide valid documents against each criteria/ sub-criterion as required for qualifying eligibility and technical evaluation criteria. **Proposal received with incomplete document(s) or without concrete evidence(s) will be marked as disqualified or assigned zero marks as the case may be.**
- ii. The Procuring Agency reserves the right to cross-verify or call further information/ documents, if deemed necessary during the bidding process, to ensure reliability of information and capability of Bidder. Bidder's non-submission of required document(s) or information on time may result in disqualification or non-scoring of a particular credential as the case may be.

ITB 19.4	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as follows:</p> <p>$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” is the price of the Proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 70 P = 30</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as follows: $S = St \times T\% + Sf \times P\%$.</p>
ITB 20.1 ITB 23.1	<p>Expected date and address for contract negotiation is 1st March 2024 or immediately after the issuance of the letter of the contract award by the Procuring Agency at the Committee Room of the Finance Department, A.K Lodhi Block, Sindh Secretariat Building No.6, Karachi.</p>
ITB 24.1	<p>The Procuring Agency shall award the procurement contract to a Bidder/ Service Provider qualifying the eligibility or preliminary criteria and attaining the highest combined technical and financial score (Most Advantageous Bid) using Quality & Cost Based Selection (QCBS) method.</p>
ITB 24.2	<p>Successful Bidder, whose bid found and declared by the Procuring Agency as the Most Advantageous Bid, upon receiving the Letter of Award shall require to furnish the performance security equivalent to 5% of the contract amount in the shape of Bank Guarantee, valid for a period of ninety (90) days beyond the specified Contract duration, issued by a scheduled bank in Pakistan (with a minimum rating of 'AA-' by JCR VIS or an equivalent rating by PACRA or any other creditable credit rating agency) in favor of the 'Additional Secretary (SR/ Admn), Finance Department, Government of Sindh'.</p>
ITB 24.3	<p>Expected date for commencement of services is: March 4, 2024 or immediately after signing of the contract by both the parties and the effectiveness of the contract.</p>

TECHNICAL EVALUATION CRITERIA (ITB 18.1)

S. #	Description of Requirement	Benchmarks	Marks	
			Sub-Marks	Total Marks
1.	Number of Years in the business of Health Insurance	20 Years or above	15	15
		15 Years or above	10	
		10 Years or above	5	
		Less than 10 years	0	
2.	PACRA/JCR-VIS Rating (or equivalent rating)	AAA	15	15
		AA++	10	
		AA +	5	
		less than AA+	0	
3.	At-least three Corporate Clients each having 10,000 actives lives or 2,000 active card holders	7 or above	15	15
		4 to 6	10	
		3	5	
		Less than Three Clients	0	
4.	Yearly Gross Premium turnover (as on 31 st December, 2022 or later)	15 Billion or above	10	10
		10 Billion or above	8	
		5 Billion or above	5	
		Less than 5 Billion	0	
5.	Minimum Equity & Reserves (As at 31 st Dec,2022 or later)	08 Billion or above	10	10
		05 Billion or above	07	
		3 Billion or above	05	
		Less than 03 Billion	0	
6.	Number of Panel Hospital / Health Facilities all over Pakistan.	500 or above	15	15
		400 or above	10	
		300 to 399	5	
		Less than 300	0	
7.	Number of Full-Time Doctors for case management in Medical & Claim Department of the Insurance Service Provider (As evident from credible service / payroll documents)	15 or above	5	5
		07 or above	3	
		05 or above	2	
		Less than 05	0	
8.	24 x 7 fully functional call/ hotline center equipped with medical staff	With UAN Number	5	5
		With Landline Telephone Number	2	
		With Mobile / Cell Service	0	
9.	Web portal along with interactive interfacing mobile application enabling registration of each Insured Member	Yes	5	5
		No	0	
10.	Proposed methodology and work plan along with the proposed suggestion/ improvements	Yes	5	5
Grand Total				100

Note: A bidder must attain at least 75 points/ marks St to qualify for the opening of its financial proposal.

Section III – Technical Proposal

Table of Contents

[Comments in brackets [] provide guidance to the Bidders for the preparation of their Technical Proposals; they should be deleted from the Technical Proposals to be submitted.]

Refer to Reference Paragraph 13.2 of the Data Sheet for format of Technical Proposal to be submitted, and/ or paragraph 13.2 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

Form TECH-1. Technical Proposal Submission Form.....29

Form TECH-2. Organization and Experience.....30

A. Bidders Organization.....30

B. Bidder’s Experience.....31

Form TECH-3.Comments and Suggestions on the Scope of Services.....32

A. On the Scope of Services32

Form TECH-4. Description of Approach & Methodology for Performing the Acitivity.....33

Form Tech-1. Technical Proposal Submission Form

[Location, Date]

To: [Name and address of the Procuring Agency]

Dear Sir(s):

We, the undersigned, offer to provide the health insurance services for [Insert title of Activity] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the Activity not later than the date indicated in the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Insurance Service Provider: _____
Address: _____

Form Tech-2. Bidders's Organization and Experience

A. Organization

[Provide here a brief (preferably not more than five pages) description of the background and organization of your Service Provider.]

B. Experience

[Using the format below, provide information on each Contract for which your Service Provider, , was legally contracted as a corporate entity, for carrying Health Insurance Services..]

(For clients with 2,000 or more active health insurance cards and/or 10,000 active lives)

Client:	Approximate value of contract (PKR):
Number of active health insurance card:	Number of insured lives:
Category wise sum-insured:	Total duration of Health Insurance Services Agreement (including renewals):
Narrative description of the Service:	

Client Name:

Form Tech-3. Comments and Suggestions on the Scope of Services

A. On the Scope of Services

[Present and justify here any modifications or improvement to the Scope of Services you are proposing to improve performance in carrying out the Activity (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

Form Tech-4. Proposed Implementation Plan: Description of Approach, Methodology and Work Plan for Performing the Activity

[Technical approach, methodology and work plan are key components of the Technical Proposal. Bidders are suggested to present their Technical Proposal (20 pages, preferably not exceeding 2,000 words per component – inclusive of charts and diagrams) divided into the following two chapters:]

- a. Technical Approach and Methodology,
- b. Plan, and

*a) **Technical Approach and Methodology.** In this chapter, the Bidder should explain understanding of the objectives of the Activity, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Bidder should highlight the problems being addressed and their importance, and explain the technical approach the Bidder would adopt to address them. The Bidder should also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.*

*b) **Plan.** In this chapter, the Bidder should propose the main activities of the Activity, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and delivery dates of Cards. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible plan.*

Section IV – Financial Proposal

Standard Forms

[Comments in brackets [] provide guidance to the Bidders for the preparation of their Financial Proposals; they should be deleted from the Financial Proposals to be submitted.]

[Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para 3 of the Letter of Invitation.]

Form FIN-1. Financial Proposal Submission Form.....35

Form FIN-2. Summary of Costs36

Form FIN-1. Financial Proposal Submission Form

[Location, Date]

To: [Name and address of PA]

Dear Sir(s):

We, the undersigned, offer to provide the health insurance services for [Insert title of Activity] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 9.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

¹ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2

² If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution."

Form FIN-2. Summary of Costs

S No	Description of insured lives	No of lives	Sum insured (Rs)	Rate of Premium (PKR)	Total Premium (PKR)
(a)	(b)	(c)	(d)	(e)	(f)=c x e
A) Married Employees					
1.	Self	4,260	700,000		
2.	Spouse	4,237			
3.	Children	11,699			
4.	Parents	4,751			
B) Unmarried employees					
5.	Self	351	700,000		
6.	Parents	248			
Total		25,546			
Note:					
<ul style="list-style-type: none"> • Per Annum Per life Sum Insured Rs. 700,000/- (Rupees Seven Hundred Thousand) • The Data of the employees and eligible entitled insured members is mentioned under para 8 of the Section V – Proposed Scope of the Services. • The total premium – inclusive of taxes (f) will be taken into the amount as the Bidder's financial bid for the purpose of the bid comparison or ascertaining the Most Advantageous Bid in accordance with the Final Bidding Documents. • Total cost includes all the taxes, duties, service fees, levies, etc., payable by the Bidder in accordance with the applicable laws. • The Procuring Agency shall release the payments to the Service Provider in accordance with the actual number of lives covered/ registered under the policy during the Contract. 					

Section V – Proposed Scope of the Services

SUMMARY/ OVERVIEW OF THE SERVICES

Procuring Agency's Name	Finance Department, Government of Sindh
Activity Title	PROCUREMENT OF HEALTH INSURANCE SERVICES FOR SINDH SECRETARIAT, CHIEF MINISTER'S SECRETARIAT, GOVERNOR SECRETARIAT AND PROVINCIAL ASSEMBLY EMPLOYEES WITH THEIR ENTITLED FAMILY MEMBERS
Contract Duration	One (1) year, extendable further up to two (2) years subject to the terms and conditions of the Contract
Contract Type	Lump-sum
Procurement Framework	Sindh Public Procurement Act and Sindh Public Procurement Rules (as prevails at the IFB advertisement time)
Market Approach	National Competitive Bidding
Selection Procedure	Quality Cost Based Selection Method
Commencement Date (Expected)	March 4, 2024 or immediately after the signing the Contract.

Note: Capitalized terms used herein shall bear the meaning as ascribed thereto in the RFP Document.

1. Entitlement, Services Description, Terms & Definitions:

- 1.1 Introduction:** The health insurance policy is aimed at providing the health cover to Sindh Secretariat, Chief Minister's Secretariat, Governor Secretariat and Provincial Assembly Employees with their Entitled Family Members'.
- 1.2** Finance Department, GoS will provide the data list of approx. 4260 entitled Sindh Secretariat employees and their entitled family members to be insured. The cards will be given to all the Employees within a period of one (1) week of the Effective Date or within seven (7) days of the Employee registration.
- 1.3** Finance Department, GoS, however, will bear the cost of premium based on the details provided under the proposed scope of the services.
- 1.4** The Service Provider/successful bidder has to provide health cover services through using "Card" for storing and reading data of insured Employees and their entitled members of family. Other Employees and their entitled family members who become eligible for inclusion subsequently will be included from the first day their particulars are shared with the Service Provider irrespective of the fact that cards are printed or otherwise. The card must contain details/ information of insurance coverage, entitled insured members and policy detail. Card should contain the Employee particulars with name of his /her entitled insured member and any other information as required by the Procuring Agency during the Contract.
- 1.5** It is responsibility of the insurance Service Provider to verify each family member particulars from family tree using 'VERISYS' (NADRA CNIC Verification system). It is also responsibility of the insurance Service Provider to deliver card to each employee along with pamphlet to be printed in

English/ Urdu/ Sindhi detailing complete guidance of the coverage and method to be adopted in case of claim. SMS Service will be an added advantage. Card to be issued within seven (7) days from the provision of identity data of employees or effective date or application registration date.

- 1.6 The Service Provider/ successful bidder has to establish a separate dashboard at Service Provider's web portal and mobile application with user IDs in consultation with the Procuring Agency. The Service Provider shall ensure user friendly interface Employees accounts, Data M&E Admin Account, employees & their entitled insured members data, linked with the Procuring Agency's website, real time hospitalized/ under treatment employees & entitled insured members data, complaint/request management, claims information management, payments utilized & balance, data of total employees services in the hospitals, data of policy exhausted claims, data of investigative procedures, report generation and other employees online benefits self-services. The system must contain various features for generating reports as and when required to the Procuring Agency during the Contract.
- 1.7 The Service Provider/successful bidder has to establish the help desk at HIC section of Finance Dept, affixation of 15 banners at main places of secretariat, pamphlets, 02 Seminars (first in 3rd week of April and 2nd in first week of September) and other possible modes of information will be adopted to help employees to know the use of services.

2. Scope of Services

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

- In-Patient Treatment (Hospitalization) and
- Day Care Treatment;
- Other Medical Services/Facilities/Investigative Procedures.

2A 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 member is hospitalized due to illness, surgery or accident.

DESCRIPTION OF BENEFITS / PLAN	*Limit (all categories of employees)	Inclusion	Remarks
HOSPITAL CARE: Total Hospital, Surgical and Misc. Expenses inclusive of Daily Room Rent Charges Per Annum Per Life	**700,000/-	Employee, Spouse, Children, Parents	All terms will be applied from Effective Date
***Room Rent			
MATERNITY CARE: <input type="checkbox"/> Any hospitalization related to pregnancy per annum: - C-Section / complicated - Delivery / Multiple Births	300,000/-	Self Employee, and Spouse	All Terms will be applied from Effective Date
- Normal & Miscarriage related treatment	200,000/-		

* The limit in the benefit table as above shall mean the maximum amount covered under the policy per annum per insured member.

** In case of accidental hospitalization, the limit of coverage shall be twice.

*** Room Rent Charges per day will be applied as per following categories:

- Grade 19 to 22 (Not more than Rs. 45,000/-)
- Grade 16 to 18 (Not more than Rs. 35,000/-)
- Grade 01 to 15 (Not more than Rs. 25,000/-)

3. Summary of Benefits:

3.1 Hospitalization Benefits:-

These include surgical and miscellaneous hospital expenses described below:

- i.) **Daily Room and Boarding Charges:**
The Service Provider will pay the charges actually incurred for the eligible class of Hospital accommodation for In-Patient Treatment of a covered Disability but not more than the limit as prescribed in the bidding documents by the Procuring Agency.
- ii.) **Intensive Care Unit (ICU) Charges:**
If whilst being confined to a Hospital for In-Patient Treatment and on the recommendation of a Physician, an Insured Member needs to be admitted to the intensive care unit (or another unit for a similar purposes however denominated) the Service Provider will pay the charges actually incurred for the Insured Member's accommodation in the intensive care unit, but for not more than the maximum number of days for each Policy-Period.
- iii.) **Physician's Visit (In-Patient) Charges:**
The charges for professional attendance and Treatment by a Physician while the Insured Member is in Hospital as an In-Patient.
- iv.) **Specialist Consultation (In-Patient) Charges:**
The charges for professional attendance and Treatment by a Specialist, upon the recommendation of a Physician, while the Insured Member is in Hospital as an In-Patient.

3.2 Surgical Operation Charges:-

The Benefits payable if a surgical operation is performed on the Insured Member. These charges can be for:

- i.) the charges made by a Surgeon in connection with the surgical operation, including pre-operative investigations and preparation of the Insured Member, the operative procedure and the post-operative care rendered by the Surgeon while the Insured Member is in Hospital;
- ii.) the charges made by an Anesthetist in connection with the surgical operation or examination requiring general anesthesia including pre-operative and post-operative visits, the administration of the anesthesia and the administration of fluids and/or blood incidental to the anesthesia or surgery;
- iii.) use of the operating theatre, Treatment room and equipment; and
- iv.) such other charges approved in writing by the Procuring Agency.

3.3 Miscellaneous Hospital Expenses:-

The Benefits available if an Insured Member is confined in a Hospital for In-Patient Treatment:

- i.) drugs, dressings and medicines prescribed by the attending Physician;
- ii.) laboratory examinations and other diagnostic procedures;

- iii.) physiotherapy;
- iv.) intravenous injections and solutions;
- v.) administration of blood and blood plasma, including the cost of blood and blood plasma and any fluids administered during surgery;
- vi.) general nursing services;
- vii.) Patient meals; and
- viii.) such other charges approved in writing by the Procuring Agency.

3.4 Day-care Procedure Charges:-

The total of the Day-care Procedure charges incurred for and in relation with a surgical procedure that is performed without the Insured Member being confined as an In- Patient,

3.5 Pre-admission Diagnostic Testing and Post-hospitalization Consultation Charges:-

These are charges connected to a period of hospitalization and are for the same or a related Disability.

- i.) Pre-admission Diagnostic Testing charges are the expenses for diagnostic and laboratory examinations conducted not more than fifteen (15) days prior to the admission, on the basis of which admission of the Insured Member in the Hospital is considered necessary and admission actually occurs.
- ii.) Post-hospitalization Consultation charges are the expenses for consultation with the same Physician or Surgeon that treated the Insured Member during hospitalization, which are incurred not later than fifteen (15) days of the admission.

Pre-admission Diagnostic Testing and Post-Hospitalization Consultation expenses covered by the Service Provider are restricted by the following conditions:

- i.) Admission to Hospital as an In-Patient or Day-care patient must take place while this Policy is in force;
- ii.) Pre-admission Diagnostic Testing charges must be incurred after the Effective Date of this Policy, and must immediately precede admission in Hospital by no more than the number of days specified; and
- iii.) Post-hospitalization consultation charges must be incurred immediately following discharge from the Hospital and within fifteen (15) number of days specified.

3.6 Ambulance Cover (Within the same City / District):-

These are the expenses incurred for the use of a road ambulance for the transportation of the Insured Member to or between Hospitals (within the Same City) in the course of a medical emergency.

3.7 Emergency / Accidental Outpatient Cover:-

- a.) These are the expenses that relates to first emergency Treatment of an Accident, undertaken in an emergency room or casualty ward of a hospital or any other facility that is appropriate for the medical services provided. Treatment must be taken within forty-eight (48) hours of the Accident in order to be eligible for cover.
- b.) **Some of the following emergency protocols which are covered as per contract:**
 - i.) Renal or Biliary Colic requiring injectable analgesics;
 - ii.) Dehydration cases due to gastroenteritis;
 - iii.) High-grade fever requiring IV antibiotics and antipyretics;
 - iv.) Chest pain;
 - v.) Hypoglycemia / Hyperglycemia;
 - vi.) Upper GI bleeds;

- vii.) Treatment / gastric lavage of accidental cases of over-dosage / poisoning especially amongst children;
- viii.) Lacerations requiring stitching or dressing;
- ix.) The cases of minor surgical procedures and cases requiring application of Bandages;
- x.) Observation for Head Injury cases;
- xi.) Coverage of COVID-19 / Dengue Tests in case of Positive Result.

3.8 Emergency Accidental Dental Treatment:-

These are the expenses that relate to the first emergency treatment necessary to relieve pain only as the result of an Accident and for which Treatment is provided within forty-eight (48) hours following the Accident.

4. ELIGIBLE MEDICAL COVER HOSPITALIZATION, DAY CARE, SPECIALIZED INVESTIGATIONS OUTPATIENT COVER:-

4.1 HOSPITALIZATION	4.2 DAY CARE
Daily Room and Board Charges; In-Hospital Consultations Charges; Surgical Fees; Anesthetist's Fee; Diagnostic Investigations; Operation Theater Charges; Blood & Oxygen Supplies; In-Patient medicines Expenses; ICU / CCU / SCU Charges; Organ Transplant; Burns; Stroke/CVA; Local Ambulance Services; Pre & Post-hospitalization Out-Patient fully covered incurred within the period of fifteen (15) days; Expenses, such as; Consultation Charges, cost of Prescribed medicines and Diagnostic Tests; Angioplasty/By-Pass/Open Heart Surgery including Pacemakers / Batteries Thyroidectomy; Epidemic Disease COVID-19 up to full hospitalization limit including other relevant lab Tests; Other Operative Procedures	Lithotripsy; Endoscopy; Excision Biopsy; Gastroscopy; Partial Mastectomy; Tonsillectomy/ Adenoidectomy; Veins/Varicose; Non-malignant tumors/Abscess procedure; Cholecystectomy; Herniorrhaphy; Appendectomy; Cataract surgery (with IOL costing not more than PKR 50,000/) & other Eyes Surgeries (excl. LASC surgery); Angiography; MRI; CT Scan; Thallium Scan; Radiotherapy; Colonoscopy; Hydrocele; Piles/ Fistula; Prostate surgery; Removal of ovarian cyst, breast cyst; Sinus surgery / Septoplasty; Liver aspiration; Sclerotherapy; Kidney Dialysis; Circumcision Septoplasty Treatment of Cancer (including Chemotherapy, oral-chemotherapy with Pre & Post-Hospitalization Expenses of Chemotherapy) up to full hospitalization limit; Medicines, investigations, injections related to Treatment of Hepatitis A, B, C & E such as, Inj.

	<p>Interferon therapy/ Tab. Sovaldior equivalent along with all combination therapy, consultation & laboratory test such as PCR/LFT) up to full Hospitalization Limit;</p> <p>Treatment of all injuries/Fractures and lacerated wounds (out-patient within 24-Hours).</p> <p>Accidental Dental treatment (Out-Patient within 48-Hours for pain relief only). Root-Canal Procedures. Other Operative Procedures.</p>
--	---

4.3 Investigative Procedures:-

These are the expenses that are Medically Necessary to arrive at a diagnosis or to facilitate Treatment and only if required by a Physician or Specialist, this Policy will pay for the following investigative procedures:

- | | |
|--|--|
| <ul style="list-style-type: none"> a. Magnetic Resonance Imaging (MRI) b. Computed Tomography (CT) Scans c. Thallium Scan d. Pet Scan e. EEG f. EMG g. ETT h. Echocardiography / Stress Echo i. Mammography j. OCT k. FFA l. Bone Scan | <ul style="list-style-type: none"> m. Renal Scan n. Thyroid Scan o. All Type of Biopsies p. Barium Studies q. DEXA Scan/Bone Densitometry r. Intravenous Pyelography s. Fibro Scan t. Nerve Conduction Studies u. 24-Hours Ambulatory Holter Monitoring v.) Ambulatory Polysomnography w) 24 Hours Esophageal pH Monitoring |
|--|--|

5.0 Other inclusion and exclusions:-

5.1 All medical treatments are covered except:

- i.) Cosmetic, aesthetic and related treatment;
- ii.) Plastic Surgery;
- iii.) HIV-AIDS or any sexually transmitted disease;
- iv.) Any fertility/impotence/ sterilization procedure or treatment;
- v.) Cost of limbs/ prosthetics/ hearing aids / crutches /dentures;
- vi.) Drug abuse / self-inflicted injuries (attempt to suicide);
- vii.) Any outpatient expenses.

5.2 Congenital Birth Defects (CBD) should be fully covered under basic hospitalization;

5.3 Interferon/ Sovaladi or equivalent along with all combination therapy with & PCR and other relevant lab tests for COVID-19, Hepatitis B & C should be fully covered under basic hospitalization limit;

5.4 Maternity Cover:

- i.) Follow-up visits of patients during pregnancy or within **fifteen (15) days** of conception;

- ii.) Antenatal visits within **fifteen (15) days** of delivery / C-Section subject to prior registration with the obstetrician on the panel of the Hospital enrolled by Service Provider;
- iii.) Normal/C-Section/Multiple Birth/Force/Complicated;
- iv.) Pre & Post Natal Expenses are to be covered up to the maternity limit;
- v.) Obstetrician's Fee for delivery & Consultation during hospitalization;
- vi.) Coverage of congenital birth defect/illness under all benefits;
- vii.) Newly born babies are to be covered from very 1st day of birth;
- viii.) Newborn baby's nursery care charges during mother's hospitalization, including incubator facility;
- ix.) Miscarriage resulting into D&C *or* D&E payable from normal maternity limit once in a year.

6. Summary of age wise data is as under (approx. 5% ±):

Employees	A	B	C	Total
35 or below	7	195	565	767
36-50	87	850	1,504	2,441
51-60	160	509	734	1,403
Total	254	1,554	2,803	4,611

Parents	A	B	C	Total
50 or below	2	11	66	79
51-60	11	260	634	905
Above 60	192	1,398	2,171	3,761
Total	205	1,669	2,871	4,745

Spouses	A	B	C	Total
30 or below	11	150	415	576
31-40	49	525	1,019	1,593
Above 40	192	799	1,135	2,126
Total	252	1,474	2,569	4,295

Children	A	B	C	Total
0-5	48	471	904	1,423
6-15	244	1,782	3,563	5,589
16-28	380	1,589	2,718	4,687
Total	672	3,842	7,185	11,699

Category A (Grade 19 to 22 Employees)

Category B (Grade 16 to 18 Employees)

Category C (Grade 01 to 16 Employees)

Note: The Category details are relevant only for the purpose of room rent charges

S No	Description	MARRIED EMPLOYEES				UN-MARRIED EMPLOYEES		G.Total
		SELF	SPOUSES	PARENTS	CHILDREN	SELF	PARENTS	
1.	A-OFFICERS (BS-19 to BS-22)	244	244	211	672	10	14	1395
2.	B-OFFICIALS / OFFICERS (BPS-16 to BPS 18)	1447	1441	1669	3842	107	91	8597
3.	C-OFFICIALS (BS 01 to BS-15)	2569	2552	2871	7185	234	143	15,554
TOTAL		4260	4237	4751	11,699	351	248	25,546

Note: The Particulars of individual insured members are appended at the end of this bidding document

7. OTHER CONIDITIONS (OC):-**OC-1 PAYMENTS:**

1. The Procuring Agency shall bear the cost of premium.
2. The Procuring Agency shall pay a lumpsum advance amount of 25% of first year quoted premium to the Service Provider within (15) days from the Effective Date;
3. The payment against the subsequent quarter(s), up till the Expiry Date or the Termination Date, whichever comes earlier, shall be made at the beginning of the next quarter subject to receipt of the IA Payment Certificate (which will be calculated on basis of actual number of lives / insured members multiplied with the premium quoted against each sub-category of the insured member) by adjusting the excess / under payments made in the first / previous quarter such that:
 - a. In case the premium due at the beginning of the second quarter is higher than the advance amount, the Procuring Agency shall pay the difference to the Service Provider.
 - b. In case the premium due at the beginning of the second quarter is lower than the advance amount, the Procuring Agency shall deduct the premium amount (which was not due) and had been paid in excess of actual number of lives / insured members.
4. The quarterly payment(s) will be calculated by the Independent Auditor (IA) and shall consist of the premium in respect of total number of actual lives / insured members plus the newly added lives / insured members.
5. The calculation of newly added lives / insured members shall be calculated on the pro-rata basis [i.e., the number of unexpired days of the contract period].
6. The Procuring Agency may, by giving written notice to the Service Provider withdraw an insured member at any stage during the contract period. They will be withdrawn from the date of such communication. In such case refund of premium will be applicable which will be calculated on pro-rata basis [i.e., the number of unexpired days of the contract period]
7. The payment against last quarter of the contract period shall be made at the @ 75% of premium bill of the previous quarter. The remaining amount will be paid in the last week of the contract period subject to IA certified payment certificate by adding / subtracting all permissible payments.
8. An annual inflation rate of five (5%) percentage shall be applied on the Premium rate of each category quoted by the Contractor in its financial bid'.

OC-2 Appointment of Independent Auditor:

- i. An Independent Auditor shall be appointed by Insurance Service Provider in accordance with the terms set out in the Service Agreement.
- ii. In case of any fraudulent use of the health insurance facility by the employee/dependents, the health insurance Service Provider shall have the responsibility to forfeit/discontinue the facility to the concerned employee and intimate the same to Government of Sindh.
- iii. Within ten (10) days from the Signing Date, the Service Provider shall provide the Procuring Agency with a list of four (04) reputable firms of chartered accountants from the Approved Auditor List for appointment of the Independent Auditor (the IA List), provided however that the firm of Chartered Accountant shall not be the statutory auditor of the Contractor.
- iv. Within seven (07) days of receipt by the Procuring Agency of the IA List, the Procuring Agency shall select any one (01) firm of chartered accountants from the IA List and the Procuring Agency and the Contractor shall appoint such firm as the Independent Auditor in terms of the Independent Auditor Agreement.
- v. In the event the firms of chartered accountants identified by the Service Provider in the IA List are not acceptable to the Procuring Agency, the Service Provider and the Procuring Agency shall appoint such firm as the Independent Auditor as is mutually acceptable to the Procuring Agency and the Service Provider and such appointment shall be in terms of the Independent Auditor Agreement.
- vi. The appointment of the Independent Auditor shall be valid till expiry of the contract period;
- vii. The Parties shall require the Independent Auditor to designate and notify to the Procuring Agency and the Service Provider of the authorized representatives of the Independent Auditor that shall be authorized by the Independent Auditor to sign for and on behalf of the Independent Auditor, and any communication or document required to be signed by the Independent Auditor shall be valid and effective only if signed by such authorized signatories on behalf of the Independent Auditor; provided, that the Independent Auditor may, by notice in writing to the Parties, substitute any of the authorized signatories.
- viii. The Service Provider shall be solely responsible for the payment of the fees and expenses payable to the Independent Auditor pursuant to the Independent Auditor Agreement, notwithstanding that the Independent Auditor shall be appointed by and shall fulfill its obligations in accordance with the terms of the Independent Auditor Agreement.

OC-3 Liability:

- i. The Service Provider's liability to pay Benefits is limited to Treatment for a Disability that arises and is reported to and accepted by the Service Provider, during the period for which the Premium has been received by the Service Provider.
- ii. In the event of termination or non-renewal of this Policy, the Service Provider will only be liable to pay Benefits with respect to expenses incurred up to the expiry of this Policy, even if the Insured Person was first admitted to Hospital while this Policy had been in force.

Discharge of Liability

Benefits are payable either to the Insured Employee, the Procuring Agency or to the providers of covered medical or other services whose official receipt shall be a valid discharge of the Service Provider's liability to pay in respect thereof. Only Reasonable and Customary Charges will be reimbursed.

OC-4 Hospital Admission Procedure:**Choice of Hospital**

- i. In any non-Emergency case, Treatment should preferably be sought at a Panel Hospital. However, in cities within Pakistan where there is no Panel spital, the Insured Member may avail Treatment at a Non-Panel Hospital.
- ii. In the case of an Emergency, Treatment may be sought at any Hospital, regardless of whether or not it is a Panel Hospital.

Authorization

- i. In a non-Emergency case involving a scheduled Hospitalization, the Employee shall notify the admissions office of the Panel Hospital prior to the scheduled admission, giving the reason for admission, the name of the admitting Physician and the information contained on his Health Card. Alternatively the Insured Member may provide all of the above information in advance prior to the scheduled admission, directly to the Service Provider on the Service Provider's approved Pre-authorization Form. The Service Provider shall review the request for admission and approve Treatment that it believes is Medically Necessary and satisfies the terms and conditions of the Policy. The Service Provider shall in no event be liable to pay in respect of any charges that are not Eligible Expenses. Where the Service Provider has authorized such Treatment, it shall pay all Eligible Expenses directly to the Panel Hospital.
- ii. In the event of a Hospitalization at a Non-Panel Hospital, the Insured Member will be required to pay the Non-Panel Hospital for all expenses incurred and subsequently apply (under intimation to

Procuring Agency) to the Service Provider for reimbursement of Eligible Expenses. All original documentation including receipts, prescriptions, diagnostic reports and clinical and discharge summaries must be submitted together with a fully completed Claim Form signed by the attending Physician. Photocopies are not acceptable.

OC-5 Credit Facility at Panel Hospitals:

In Emergency and non-Emergency cases, the Insured Member should present his Health Card to the Panel Hospital at the time of admission and show proof of identification of the person for whom Treatment is being sought. The Service Provider shall pay all Eligible Expenses directly to the Panel Hospital. In respect of non-Eligible Expenses the Panel Hospital may require the Insured Member to place a deposit with the Panel Hospital. The Insured Member shall pay all other expenses directly to the Hospital before the patient is discharged.

OC-6 Limitation on Reimbursement of Claims:

- i. In the event the Insured Member obtains Treatment at any Hospital and files a Claim for Reimbursement and the reimbursement for the Medically Necessary Treatment will be processed as per Service Agreement.
- ii. The above conditions do not apply to the submission of claims at the time of cessation of the policy where the claims shall be submitted to the Service Provider within thirty (30) days after expiry of the Service Agreement.
- iii. Claims submitted after the period mentioned above will be considered as Time Barred claims. The Service Provider carries no liability to pay such claims.

Residency

The Insured Members must be Residents of Pakistan.

Utilization of Panel Hospitals all over Pakistan

The insured member can utilize the services of panel hospital all over Pakistan.

Appendices

Appendix A – Integrity Pact

Declaration of Fees, Commission and Brokerage etc. Payable by the Bidder

Contract No. _____ Dated _____
 Contract Value: _____
 Contract Title: _____

..... *[name of Bidder]* 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 Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, *[name of Bidder]* 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, Bidder, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with object of obtaining or inducing procurement of contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS, except that which has been expressly declared pursuant hereto.

[name of Bidder] 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 GoS and has not taken any action or will not take any action to circumvent above declaration, representation or warranty.

[name of Bidder] 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 as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at option of GoS.

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

Name of the Procuring Agency: _____
 Signature: _____
 [Seal]

Name of the Bidder: _____
 Signature: _____
 [Seal]

Appendix B – Affidavit (non-blacklisting)

*[On stamp paper of PKR 200]
[To be attested by Oath Commissioner]*

[Location, Date]

To: [Name and address of PA]

Re: Procurement of Health Insurance Services for Sindh Secretariat, Chief Minister's Secretariat, Governor Secretariat and Provincial Assembly Employees with their Entitled Family Members.

Dear Sir:

Pursuant to the Invitation for Bids' document dated *[insert the date]* in respect of the Project, *[Insert Name of the Attorney]* hereby represents and warrants that, as of the date of this letter, *[Insert Name of Bidder]*:

- (a) is not in bankruptcy or liquidation proceedings;
- (b) has not been convicted of, fraud, corruption, collusion or money laundering;
- (c) is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the Consultancy Contract;
- (d) is not blacklisted by any public or private sector organization; and
- (e) does not fall within any of the circumstances for ineligibility listed in Section 2.16 (Basic Eligibility Criteria) of the Invitation for Proposal.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Appendix C – Power of Attorney

[On stamp paper of required value]
[To be notarized]

[Location, Date]

Know all men by these presents, we, _____ *[insert name and address of the registered office of the firm]* do hereby constitute, appoint and authorize Mr./ Ms. _____ *[insert name and father name]* who is presently employed with us and holding the position of _____ as our Attorney, to do in our name and on our behalf, all or any of the acts, deeds or things necessary or incidental to our Bid for providing consultancy services in relation to the Activity **‘PROCUREMENT OF HEALTH INSURANCE SERVICES FOR SINDH SECRETARIAT, CHIEF MINISTER’S SECRETARIAT, GOVERNOR SECRETARIAT AND PROVINCIAL ASSEMBLY EMPLOYEES WITH THEIR ENTITLED FAMILY MEMBERS.’**(the “Activity”), including signing, authenticating and submission of application / proposals (technical and financial) and affidavits, participating in conferences, responding to queries, submission of information/ documents and generally to represent us in all its dealings with the Finance Department, any other Government entity or any person, in connection with the until culmination of the process of bidding and thereafter till the execution of relevant documents.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For and on behalf of *[insert name of the relevant Person]*

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Signature of the Attorney: _____

Name and Title of Signatory: _____

Address of the Attorney: _____

Witnesses:

Signature: _____

Name: _____

CNIC No.: _____

Signature: _____

Name: _____

CNIC No.: _____

Note:

¹ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Appendix D – Documents Checklist

The prospective Bidder shall provide the checklist containing information of the required documents accompanied with the technical proposal that must be appropriately filled, signed and stamped by the Bidder's authorized representative. **While submitting the bid, the technical proposals need to follow the instructions as recommended below:**

- the documents are placed in order as listed below (and those as deemed necessary for qualifying the eligibility and technical evaluation criteria);
- the documents are printed using paper's double sides, where possible;
- the documents are indexed with page numbers as mentioned below;
- the documents (Technical Proposal) do not disclose any information relating to financial bid;
- the documents are submitted, preferably using two-holes file folders/ pockets.

Bidder's Name: _____

IFB Ref. No.: FD /SO(HIC)/Tender/2023-2024
Procuring Agency: Finance Department, Government of Sindh
Activity Title: PROCUREMENT OF HEALTH INSURANCE SERVICES FOR SINDH SECRETARIAT, CHIEF MINISTER'S SECRETARIAT, GOVERNOR SECRETARIAT AND PROVINCIAL ASSEMBLY EMPLOYEES WITH THEIR ENTITLED FAMILY MEMBERS

Submission Date: ___ / ___ / 2024 **Time:** ___:___

Technical Proposal: ___ Pages

Sr.	Document Title with Description	Check	Pages
General Requirements			
1.	Technical and Financial proposals are in a separate and sealed envelopes	<input type="checkbox"/>	
2.	Alternative bids or proposals are not submitted	<input type="checkbox"/>	
3.	All pages of original Proposal initialed by authorized representative of Bidders	<input type="checkbox"/>	
4.	Checklist has been properly filled and indexed as per instruction provided above	<input type="checkbox"/>	
Technical Proposal Requirements			
5.	Form Tech 1: Technical Proposal Submission Form	<input type="checkbox"/>	
6.	Form Tech 2: Bidder's Organization and Experience Experience	<input type="checkbox"/>	
7.	Form Tech 3: Comments and Suggestions on the Proposed Scope of the Services	<input type="checkbox"/>	
8.	Form Tech 4: Proposed Implementation Plan	<input type="checkbox"/>	
9.	Appendix C- Power of Attorney	<input type="checkbox"/>	
10.	Appendix B – Affidavit (non-blacklisting)	<input type="checkbox"/>	
11.	Appendix A - Integrity Pact	<input type="checkbox"/>	
12.	Constituent Documents (Memorandum & Articles of Association or equivalent)	<input type="checkbox"/>	
13.	Registration Documents (NTN, SRB, ICAP, as applicable)	<input type="checkbox"/>	
14.	Company Profile(s) or equivalent	<input type="checkbox"/>	
15.	Audited Financial Statements (Balance Sheets, Income and Cash Flow Statements)	<input type="checkbox"/>	
16.	Income Tax & Sindh Sales Tax Returns	<input type="checkbox"/>	
17.	Qualification Track Record (Contracts with Addenda, Certificates)	<input type="checkbox"/>	
18.	Bid Security Financial Instrument (without showing or disclosing the amount, reference number, and date on it)	<input type="checkbox"/>	
19.	Litigation History	<input type="checkbox"/>	
Financial Proposal			
20.	Form FIN 1: Financial Proposal Submission Form	<input type="checkbox"/>	
21.	Form FIN 2: Summary of Costs	<input type="checkbox"/>	
22.	Bid Security (5%) of the Quoted Bid Price	<input type="checkbox"/>	
23.	Bid Security covers minimum time, i.e. valid up to 28 days beyond bid validity period	<input type="checkbox"/>	

24.	Manner of payment of Bid Security is as per the terms and conditions of the IFB	<input type="checkbox"/>	
<i>For additional documents relating to the criteria, please add rows to accommodate the information.</i>			

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Stamp: _____

**HEALTH INSURANCE SERVICES
FOR SINDH SECRETARIAT, CHIEF MINISTER'S SECRETARIAT,
GOVERNOR'S SECRETARIAT AND PROVINCIAL ASSEMBLY EMPLOYEES
WITH THEIR ENTITLED FAMILY MEMBERS**

DATED AS OF (MONTH)..... ,2024

AT KARACHI, PAKISTAN

BETWEEN

FINANCE DEPARTMENT GOVERNMENT OF SINDH
(As Procuring Agency)

AND

M/S. COMPANY OF PAKISTAN LIMITED
(As Service Provider)

DRAFT SERVICES AGREEMENT

This Agreement is made at Karachi on this the [***] day of _____, (Year) _____
 _____(The “Signing Date”);

BETWEEN:

(1) The GOVERNMENT OF SINDH, acting through the SECRETARY, FINANCE DEPARTMENT, GOVERNMENT OF SINDH, having its Principal Office at 01st Floor, Finance Department, Government of Sindh, Building No. 06, Sindh Secretariat, A.K Lodhi Block, Kamal-Atta-Turk Road Karachi, Pakistan (hereinafter referred to as the “Procuring Agency / GoS”, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns), of the one part;

AND

(2) M/S. a company registered under the Companies Ordinance, 1984 of Pakistan, having its registered office at(hereinafter referred to as the “Service Provider”, 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 Procuring Agency / GoS and the Service Provider shall collectively be referred to as the "Parties" and individually as the "Party").

WHEREAS:

(1) The Procuring Agency, desires to provide the service delivery of Health Coverage to the Sindh Secretariat, Chief Minister’s Secretariat, Governor’s Secretariat And Provincial Assembly Employees With Their Entitled Family Members in alignment with the requirements of the modern times. The Procuring Agency aims to significantly improve the coverage and utilization of Health-Care Services, quality of care, and equity of access to Health Services.

(2) A Request for Proposal (the “Request for Proposal” or “RFP”) was issued on 4th January 2024 by the Procuring Agency to prospective bidders for, inter alia, inviting submission of bids for the provision of Health Insurance Policy for the Employees, including all categories officers and staff of Sindh Secretariat, Sindh Assembly and their Entitled Family Members (the “Activity”). After the Technical Evaluation of the bids and the subsequent Financial Evaluation by the Procurement Committee constituted for the Activity, the Service Provider was found to be the successful bidder in terms of the RFP. Therefore, after the Approval of the competent authority, i.e. Chief Minister Sindh, the Letter of Award / Acceptance (LoA) was issued to the Service Provider _____ Dated _____ 2024.

(3) For this Purpose, the Procuring Agency has agreed to enter into this Agreement with the Service Provider for the execution of the Activity, 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:

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:

26. Definitions

1.2 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Accident” means a circumstance that resulted in an injury caused solely and directly from unexpected, external, violent and visible means and does not include illness or any naturally occurring medical condition or degenerative process.
- (b) “Agreement Period” means the period of one year contract extendable for further two (2) years in accordance with the Contract terms and conditions.
- (c) “Anaesthetist” means a physician licensed to conduct general anaesthesia procedures.
- (d) “Activity” means procurement of services ascribed thereto in the IFB (Section I – Letter of Invitation and Section II – Bid Data Sheet of the IFB Document);
- (e) “Authority” means Sindh Public Procurement Regulatory Authority (SPPRA);
- (f) “Bid” means a tender, or an offer by a Person, Company or an Organization expressing willingness to undertake a specified task at a price, in response to an invitation by a Procuring Agency;
- (g) “Bidding Documents” or “Invitation for Bids (IFB)” means the documents issued by the Procuring Agency for the Bidders to prepare bids in a uniform manner;
- (h) “Bidding Procedure” or “Bidding Process” means the procurement procedure under which sealed bids are

invited, received, opened, examined and evaluated for the purpose of awarding a contract;

- (i) "Bid Price" means the services charges for providing services under this Activity as quoted by the Bidder in its Financial Bid;
- (j) "Claim" means the benefits that the Insured Member asks the Service Provider to pay in respect of an episode of treatment.
- (k) "Company" means an enterprise, entity, or firm set up or incorporated in Pakistan under the applicable laws;
- (l) "Confinement" or "Hospitalization" means the period during which an insured member is registered as a paying bed-patient in a hospital. Successive periods of hospital confinement, due to the same or related causes, not separated by more than ninety (90) days and without resumption of full normal work activities for that period shall, for the purposes of evaluating a claim under the Contract, be considered to constitute one continuous period of hospital confinement.
- (m) "Contract" or "Insurance Service Agreement" or "Agreement" means the contract enforceable by law and includes general and special conditions, specifications, drawings and bill of quantities;
- (n) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (o) "Collusive Practice" means collusion between two or more parties for the purpose of bid rigging or simulating competition, in connection with the Bid and/or the award of this Concession to the Service Provider;
- (p) "Data Sheet" means such part of the Instructions to Bidders that is used to reflect specific Activity conditions;
- (q) "Day" means calendar day including holiday;

- (r) “Day-care Procedures” means Procedures/ Surgeries at a Hospital, Out-Patient clinic or other facility which is appropriate for the medical services provided, where the Insured Member is admitted to a Hospital bed but does not stay overnight. Expenses incurred for Treatment at the Outpatient or emergency ward of the Hospital are not considered “Day-care Procedure”.
- (s) “Deductible” means the first part of the cost of a claim or series of claims expressed in terms of an amount that is not covered by this Policy and for which the Insured Member or Procuring Agency must contribute.
- (t) “Disability” means any Illness or bodily Injury.
- (u) “Effective Date” means the date, which shall not be later than thirty (30) days from the Signing Date, unless mutually extended by the Parties, on which all the Conditions Precedent are fulfilled, deferred or waived.
- (v) “Eligible Expenses” means those charges for treatment as are payable by the Service Provider and are reasonable & customary, medically necessary, within policy coverage and limits and not excluded under any of the terms and conditions of the policy.
- (w) "Emergency" means a health condition resulting from sudden illness or bodily injury raising a professional concern that there may be a significant medical problem jeopardising the insured member's life and necessitating treatment which must not be delayed and which required confinement to a hospital emergency facility;
- (x) “Employee” means any person legally and gainfully employed by the Government of Sindh and working in Sindh Secretariat, Sindh Assembly, CM Sindh Secretariat, Governor Sindh Secretariat on a regular, permanent, and fulltime basis as communicated by the Procuring Agency. Provided that the employees posted/ working/ employed at the field formation

offices, attached offices, departments, regional/subordinate offices at fields are not entitled to be extended the benefit of this agreement.

- (y) "Government" means the Government of Sindh;
- (z) "Hospital" or "Health Facility" means (a) an institution licensed in accordance with the applicable laws of the jurisdiction, (b) is primarily engaged in providing, for compensation from its patients, diagnostics, medical and surgical facilities for the case and treatment of injured or sick persons, (c) has twenty-four (24) hours a day medical services by registered paramedics, including nurses, under the permanent supervision of the medics in-charge, (d) maintains in-patient facilities, and (e) maintains a daily medical record for each of its patients.
- (aa) "Instructions to Bidders" (Section-II of ITB) means the document which provides the Bidders with all information needed to prepare their Proposals;
- (bb) "Insured Member" means an Employee and all the entitled family members/entitled insured members, i.e., Spouse, Parents (irrespective of age limit), and Children [(boy up to 28 years), and (Girls up to 28 years or till marriage or securing job subject to such communication by the Procuring Agency)], including step children/ parents who are entitled insured member upon the Employee for the support;
- (cc) "Key Performance Indicators" or "KPIs" mean the key performance indicators developed by the Procuring Agency to measure the performance of the Service Provider against the Services to be performed under the Agreed terms.
- (dd) "Key Professional Staff" means the professionals proposed by the Bidder in its Bid to undertake the Activity;
- (ee) "Letter of Award" means a letter of award or acceptance issued by the Procuring Agency to the bidder whose Bid declared as the Most Advantageous Bid in terms of the criteria and other terms & conditions of the Bidding Document;

- (ff) “Letter of Invitation” (Section-I of IFB) means the Letter of Invitation issued by the Procuring Agency to the Bidders;
- (gg) “Most Advantageous Bid” means (i) a Bid or proposal for goods, works or services that after meeting the eligibility or qualification criteria, is found substantially responsive to the terms and conditions as set out in the bidding or request for proposal documents; and (ii) evaluated as the highest ranked Bid or proposal on the basis of cost or quality or qualification or any combination thereof, as specified in the Bidding Documents or request for proposal documents;
- (hh) “Procuring Agency” means the department named in the Data Sheet with which the selected Bidder signs the Contract for the Services;
- (ii) “Proposal” means the Technical Proposal and the Financial Proposal submitted in accordance with the Final Bidding Documents.
- (jj) “Rules” means the Sindh Public Procurement Rules, 2010 (As amended till the date of IFB advertisement).
- (kk) “Service Provider” means the successful bidder responsible to render the services in accordance with the terms & conditions of this Contract.
- (ll) “Sub-Contractor” means any person or entity to whom the main contractor subcontracts any part of the Services;
- (mm) “Terms of Reference” (TOR) means the document included in the IFB Document as Section-V which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Procuring Agency and the Bidder, and expected results and deliverables of the Activity.

2. EFFECTIVENESS, DURATION, AND CONDITIONS PRECEDENT:**2.1 EFFECTIVENESS OF THIS AGREEMENT:**

2.1.1 This Section 2 shall come into force on the Signing Date. The other provisions of this Agreement shall come into force on the Effective Date and end on the Expiry Date or the Termination Date, whichever comes earlier.

2.2 DURATION OF THE AGREEMENT:

2.2.1 The Agreement shall be for the duration of One Year and extendable for further two years on the basis of satisfactory performance of the Service Provider and mutual consent of both parties from the Effective Date, unless otherwise terminated earlier by either Party in accordance with the provisions of this Agreement; (the Agreement Period). Provided that the continuation of the Agreement for the 02nd & 03rd Year will be subject to satisfactory KPIs performance report of client and Independent Auditor.

2.3 CONDITIONS PRECEDENT:

2.3.1 The Service Provider and the Procuring Agency shall satisfy or procure the satisfaction of their respective Conditions Precedent as soon as reasonably possible and in any event within Thirty (30) days of the Signing Date, which may be mutually extended by the Parties (the Conditions Precedent).

2.3.1.1 The Conditions Precedent to be satisfied by the Service Provider are as follows:

- (a) The Service Provider has submitted to the Procuring Agency certified true copies of all resolutions adopted by the board of directors / management of the Service Provider duly authorizing the execution, delivery and performance of this Agreement and to undertake the obligations, liabilities set out in this Agreement.
- (b) The Service Provider has submitted to the Procuring Agency certified true copies of all resolutions adopted by the board of directors / management of the Service Provider duly authorizing a specified person or persons to execute this Agreement on behalf of the Service Provider; and to undertake all other acts specifically relating to the Agreement, as contemplated by this Agreement.
- (c) The Service Provider has provided the Performance Security to the Procuring Agency, which shall be effective and valid for at least Ninety (90) days beyond the Expiry Date.
- (d) The Service Provider has gathered the data determining Employees out of total number of Employees and their Entitled Family Members; and
- (e) The Service Provider has entered into the Independent Auditor Agreement for the appointment of Independent Auditor for the Activity.
- (f) The Service Provider has set up a dedicated 24/7 call center / hot-line number for the efficient and effective coverage of the Activity.
- (g) The Service Provider has to comply with the all the agreed obligation as per the deadlines.

2.3.1.2 The Conditions Precedent to be satisfied by the Procuring Agency are as follows:

- (a) The Procuring Agency has provided the data of 4260 Employees out of total number of Employees and their Entitled Family Members;
- (b) After the approval of Procuring Agency, the Service Provider has to enter into appointment of the Independent Auditor for the Activity.

3. GRANT OF SERVICES AGREEMENT:

- 3.1** In consideration of the Service Provider's obligations contained in this Agreement and relying on the Service Providers warranties contained herein, the Procuring Agency, subject to the terms of this Agreement, hereby grants to the Service Provider and authorizes it, for the duration of the Agreement Period, to implement and execute the Activity and to exercise and enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement.

4. OBLIGATIONS:

- 4.1** The Draft Obligations are:

- 4.1.1 Introduction:** The health insurance services is aimed at providing the health cover to Sindh Secretariat, Chief Minister's Secretariat, Governor Secretariat and Provincial Assembly Employees with their Entitled Family Members'
- 4.1.2** Finance Department, GoS will provide the data list of approx. 4260 entitled Sindh Secretariat employees and their entitled family members to be insured. The cards will be given to all the Employees within a period of one (1) week of the Effective Date or within seven (7) days of the Employee registration.
- 4.1.3** Finance Department, GoS, however, will bear the cost of premium based on the details provided under the proposed scope of the services.
- 4.1.4** The Service Provider/successful bidder has to provide health cover services through using "Card" for storing and reading data of insured Employees and their entitled members of family. Other Employees and their entitled family members who become eligible for inclusion subsequently will be included from the first day their particulars are shared with the Service Provider irrespective of the fact that cards are printed or otherwise. The card must contain details/ information of insurance coverage, entitled insured members and policy detail. Card should contain the Employee particulars with name of his /her entitled insured member and any other information as required by the Procuring Agency during the Contract.
- 4.1.5** It is responsibility of the insurance Service Provider to verify each family member particulars from family tree using 'VERISYS' (NADRA CNIC Verification system). It is also responsibility of the insurance Service Provider to deliver card to each employee along with pamphlet to be printed in English/ Urdu/ Sindhi detailing complete guidance of the coverage and method to be adopted in case of claim. SMS Service will be an added advantage. Card to be issued within seven (7) days from the provision of identity data of employees or effective date or application registration date.
- 4.1.6** The Service Provider/ successful bidder has to establish a separate dashboard at Service Provider's web portal and mobile application with user IDs in consultation with the Procuring Agency. The Service Provider shall ensure user friendly interface Employees accounts, Data M&E Admin Account, employees & their entitled insured members data, linked with the Procuring Agency's website, real time hospitalized/ under treatment employees & entitled insured members data, complaint/request management, claims information management, payments utilized & balance, data of total employees services in the hospitals, data of policy exhausted claims, data of investigative procedures, report generation and other employees online benefits self-services. The system must contain various features for generating reports as and when required to the Procuring Agency during the Contract.
- 4.1.7** The Service Provider/successful bidder has to establish the help desk at HIC section of Finance Dept, affixation of 15 banners at main places of secretariat, pamphlets, 02 Seminars (first in 3rd week of April and 2nd in first week of September) and other possible modes of information will be adopted to help employees to know the use of services.
- 4.1.8** The Procuring Agency shall provide and shall seek the co-operation of other relevant Government Authorities for providing such reasonable assistance as may be reasonably requested by the Service Provider for provision of data employees and their Entitled Family

- Members for the performance of the Service Provider's obligations or the exercise of the Service Provider's rights under this Agreement.
- 4.1.9** The Service Provider shall perform its obligations under this Agreement in accordance with the Applicable Standards and Good Industry Practices. During the Agreement Period, the Service Provider shall provide the Services to the Employees and their Entitled Family Members on a Twenty-four (24) hours per day, Three-Sixty-Five (365) days per year basis in accordance with the Scope of Services, the Applicable Standards and Good Industry Practices.
- 4.1.10** The Service Provider has to establish the help desk at HIC section of Finance Dept, affixation of 15 banners at main places of secretariat, pamphlets with every card, 02 Seminars (first in 3rd week of April and 2nd in first week of September) and other possible modes of information will be adopted to help employees to know the use of services.
- 4.1.11** The Service Provider shall be obligated to maintain and keep valid data of the Insured Members until the Expiry Date. In the event the Health Insurance Card expire prior to the Expiry Date, the Service Provider shall renew/extend the validity of the Health Insurance Cards at least 15 days prior to its expiry so as to keep it valid until the Expiry Date. It being clarified and agreed that irrespective of the Expiry of the Health Insurance Cards and/or pending renewal/Extension of the same, the Service Provider shall be under obligation to provide the Services strictly in terms of this Agreement.
- 4.1.12** At least Two (02) Health Insurance Cards shall be issued to each Employee mentioning all the details including the details of the Entitled Family Members along with the pamphlet that shall be printed in English, Urdu and Sindhi languages detailing complete guidance of the coverage and the method to be adopted in case of a claim.
- 4.1.13** The Service Provider shall adhere to the KPIs in provision of the Services under the Agreement, and shall provide an Annual Report to the Procuring Agency, and the Independent Auditor, stating the level of fulfillment against each KPI during a particular year.
- 4.1.14** The Service Provider, within ten (10) days from the last date of each quarter, shall provide to the Procuring Agency and the Independent Auditor, a detailed quarterly bill / invoice in form the of a report, listing the number of Health Insurance Cards issued by the Service Provider during the quarter with details of the Employees and their Entitled Family Members, including their name, age, CNIC number, contact number, address, category/plan, validity of the card and any other relevant details of each Employee.
- 4.1.15** The Service Provider shall submit any and/or all rejected claim to the Procuring Agency within Seven (07) days.
- 4.1.16** The Service Provider shall be responsible for all Government Taxes, Duties and Levies including Local Government Tax during the term of this Agreement.
- 4.1.17** The Service Provider shall use the logo of the Government of Sindh 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 Activity under this Agreement.
- 4.1.18** The Service Provider shall place signboards with logo of the Government of Sindh at the Sindh Secretariat, Karachi for visibility of the Activity under this Agreement.
- 4.1.19** The Service Provider shall maintain a record of financial transactions and accounts in such manner as is required under applicable Laws and Applicable Standard.
- 4.1.20** The Service Provider shall not assign rights or delegate obligations to any other party under this Agreement, without prior written consent of the Procuring Agency.

- 4.1.21 The Service Provider shall transfer back to the Procuring Agency any and/or all data of the Employees and their Entitled Family Members collected during the course of Activity under this Agreement on the Expiry Date or Termination Date, whichever is earlier.
- 4.1.22 The Service Provider shall transfer back to the Procuring Agency any and/or all computer database, computer program, mobile application and/or web portal developed by the Service Provider during the course of Activity under this Agreement at the Expiry Date or Termination Date, whichever is earlier.
- 4.1.23 The Service Provider shall ensure:
- (a) Only the Designated Officers as identified by the Procuring Agency shall have the right to visit the office of the Service Provider at mutually agreed time and the Service Provider shall facilitate such visits and shall take due notice of any action on the written observations made during their visits, under intimation to the Procuring Agency.
 - (b) Only the Designated Officers and/or Auditors as identified by the Procuring Agency shall have the right to inspect any and/or all administrative and financial records, oral or written, of the Activity at mutually agreed time and the Service Provider 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 Procuring Agency.
 - (c) The Independent Auditor shall have the right to inspect any and/or all administrative and financial records, oral or written, of the Activity at any time and the Service Provider 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 Procuring Agency.
 - (d) The Service Provider shall at least Ten (10) Days prior to expiry of each quarter, request the Procuring Agency to provide it with updated Data of the Employees and Their Entitled Family Members (in case Transfer in/out, retirement & death from the Secretariat Side & Provincial Assembly Side) the and upon receipt of such Data, the Service Provider shall within Two (02) Days, update the Data Base.
 - (e) **Standard of Performance:** The Company/Service Provider 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 Company shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PA, and shall at all times support and safeguard the PA's legitimate interests in any dealings with Sub-Consultants or third Parties.
 - (f) **Consultants not to Benefit from Commissions, Discounts, etc.:** The payment of the Company pursuant to Clause GC 6 shall constitute the Company's only payment in connection with this Contract or the Services, and the Company shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Company shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

- (g) **Consultant and Affiliates not to be Otherwise Interested in Activity:** The Company agrees that, during the term of this Contract and after its termination, the Company and any entity affiliated with the Company, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Company's Services for the preparation or implementation of the Activity.
- (h) **Prohibition of Conflicting Activities:** The Contract holder Company shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with activities assigned to them under Contract.
- (i) **Consultants not to Benefit from Commissions, Discounts, etc.:** The payment of the Company pursuant to Clause GC 6 shall constitute the Company's only payment in connection with this Contract or the Services, and the Company shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Company shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
- (j) **Consultant and Affiliates not to be Otherwise Interested in Activity:** The Company agrees that, during the term of this Contract and after its termination, the Company and any entity affiliated with the Company, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Company's Services for the preparation or implementation of the Activity.
- (k) **Prohibition of Conflicting Activities:** The Contract holder Company shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with activities assigned to them under Contract.
- (l) **Confidentiality:** Except with the prior written consent of the PA, the Contract holder Company 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 Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- (m) **Insurance to be Taken out by the Service Provider:** The Contract holder Company shall take out and maintain, and shall cause any Sub-Service Provider to take out and maintain, at their (or the Sub-Service Provider', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- (n) **Company's Actions Requiring PA's Prior Approval:** The Consultant shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- (i) entering into a subcontract for the performance of any part of the Services,
 - (ii) appointing such members of the Personnel not listed by name in Appendix C, and
 - (iii) any other action that may be specified in the SC.
- (o) **Reporting Obligations:** The Contract holder Company shall submit to the Procuring Agency the reports and documents specified in (Procuring Agency may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in USB/Hard Drive in addition to the hard copies specified in said Appendix.
- (p) **Documents record management by the company to be the Property of the Procuring Agency:**
- (i) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Contract holder Company under this Contract shall become and remain the property of the PA, and the Company shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
 - (ii) The Contract holder Company may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- (q) **Accounting, Inspection and Auditing:** The Company shall keep, and shall cause its Sub-Consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs. The Contract holder Company shall permit, and shall cause its Sub-Consultants to permit, the Procuring Agency and/or persons appointed by the Procuring Agency to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Procuring Agency if requested by the PA. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures).

5. The Service Provider Personnel

5.1 **Description of Personnel:** shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Company Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the PA.

5.2 **Removal and/or Replacement of Personnel:** Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity,

- among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- 5.3 If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA.
- 5.4 The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

6. REPRESENTATIONS AND WARRANTIES:

6.1 Representations and Warranties of the Service Provider:

6.1.1 The Service Provider represents and warrants to the Procuring Agency that:

- (a) It is a company incorporated under the laws of Pakistan, and has full power and Procuring Agency 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 Procuring Agency, 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 Service Provider under this Agreement shall pass to and vest in the Procuring Agency or its nominee on the Expiry Date or the Termination Date, whichever is earlier, 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 Procuring Agency 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 Procuring Agency:

6.2.1 The Procuring Agency represents and Warrants to the Service Provider:

- (a) It has full power and Procuring Agency 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) This Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

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. PERFORMANCE SECURITY:

- 7.1** On or prior to the Effective Date, the Service Provider has provided and delivered to the Procuring Agency the Performance Security equal to Five (05%) Percent of Assumed Activity Cost.
- 7.2** The Performance Security came into force and became effective upon issuance and delivery of the same to the Procuring Agency.
- 7.3** The Performance Security shall be encashable in accordance with the terms thereof and shall be payable on the Procuring Agency's first written demand without any prior notice, reference or recourse to the Service Provider or any other entity.
- 7.4** The Service Provider shall be obligated to maintain and keep valid the Performance Security in full force and effect from the date on which it is issued until the date falling

90 (Ninety) days beyond the Expiry Date (the Performance Security Expiry Date). In the event, the Performance Security expires prior to the Performance Security Expiry Date, the Service Provider shall extend the validity of the Performance Security, at least fifteen (15) business days prior to its expiry, so as to keep it valid and enforceable until the Performance Security Expiry Date. In the event of failure by the Service Provider to keep valid or extend the validity of the Performance Security in accordance with this Section 7.4, the GoS shall have the right to encash the Performance Security at any time to its full outstanding value.

- 7.5 Upon the issuance of a certificate by the Independent Auditor evidencing the occurrence of Performance Security Expiry Date, the Performance Security shall be null and void and shall be returned to the Service Provider by the GoS within Ten (10) business days of receipt by the GoS of the afore-stated certificate.

8. PREMIUM AND QUARTERLY PAYMENTS:

- 8.1 The Procuring Agency shall bear the cost of premium.
- 8.2 The Procuring Agency shall pay a lumpsum advance amount of 25% of first year quoted premium to the Service Provider within (15) days from the Effective Date;
- 8.3 The payment against the subsequent quarter(s), up till the Expiry Date or the Termination Date, whichever comes earlier, shall be made at the beginning of the next quarter subject to receipt of the IA Payment Certificate (which will be calculated on basis of actual number of lives / insured members multiplied with the premium quoted against each sub-category of the insured member) by adjusting the excess / under payments made in the first / previous quarter such that:
- a. In case the premium due at the beginning of the second quarter is higher than the advance amount, the Procuring Agency shall pay the difference to the Service Provider.
 - b. In case the premium due at the beginning of the second quarter is lower than the advance amount, the Procuring Agency shall deduct the premium amount (which was not due) and had been paid in excess of actual number of lives / insured members.
- 8.4 The quarterly payment(s) will be calculated by the Independent Auditor (IA) and shall consist of the premium in respect of total number of actual lives / insured members plus the newly added lives / insured members.
- 8.5 The calculation of newly added lives / insured members shall be calculated on the pro-rata basis [i.e., the number of unexpired days of the contract period].
- 8.6 The Procuring Agency may, by giving written notice to the Service Provider withdraw an insured member at any stage during the contract period. They will be withdrawn from the date of such communication. In such case refund of premium will be applicable which will be

calculated on pro-rata basis [i.e., the number of unexpired days of the contract period]

- 8.7 The payment against last quarter of the contract period shall be made at the @ 75% of premium bill of the previous quarter. The remaining amount will be paid in the last week of the contract period subject to IA certified payment certificate by adding / subtracting all permissible payments.
- 8.8 Within Ten (10) days of the receipt of the detailed quarterly bill/invoice by the Independent Auditor, the Service Provider shall procure the Independent Auditor to issue a written certificate to the Procuring Agency (with a copy to the Service Provider) verifying and certifying the quarterly amount payable to the Service Provider for the quarter on the basis.
- 8.9 Within fifteen (15) days of the receipt of the IA Payment Certificate by the Procuring Agency, the Procuring Agency shall pay such amount to the Service Provider, as stated in the IA Payment Certificate.
- 8.10 An annual inflation rate of Five (5%) percent shall be applied on the Premium of each category quoted by the Service Provider in its financial bid.

9. INDEPENDENT AUDITOR:

- i. An Independent Auditor shall be appointed by Insurance Service Provider in accordance with the terms set out in the Service Agreement.
- ii. In case of any fraudulent use of the health insurance facility by the employee/dependents, the health insurance Service Provider shall have the responsibility to forfeit/discontinue the facility to the concerned employee and intimate the same to Government of Sindh.
- iii. Within ten (10) days from the Signing Date, the Service Provider shall provide the Procuring Agency with a list of four (04) reputable firms of chartered accountants from the Approved Auditor List for appointment of the Independent Auditor (the IA List), provided however that the firm of Chartered Accountant shall not be the statutory auditor of the Service Provider.
- iv. Within seven (07) days of receipt by the Procuring Agency of the IA List, the Procuring Agency shall select any one (01) firm of chartered accountants from the IA List and the Procuring Agency and the Service Provider shall appoint such firm as the Independent Auditor in terms of the Independent Auditor Agreement.
- v. In the event the firms of chartered accountants identified by the Service Provider in the IA List are not acceptable to the Procuring Agency, the Service Provider and the Procuring Agency shall appoint such firm as the Independent Auditor as is mutually acceptable to the Procuring Agency and the Service Provider and such appointment shall be in terms of the Independent Auditor Agreement.

- vi. The appointment of the Independent Auditor shall be valid till expiry of the contract period;
- vii. The Parties shall require the Independent Auditor to designate and notify to the Procuring Agency and the Service Provider of the authorized representatives of the Independent Auditor that shall be authorized by the Independent Auditor to sign for and on behalf of the Independent Auditor, and any communication or document required to be signed by the Independent Auditor shall be valid and effective only if signed by such authorized signatories on behalf of the Independent Auditor; provided, that the Independent Auditor may, by notice in writing to the Parties, substitute any of the authorized signatories.
- viii. The Service Provider shall be solely responsible for the payment of the fees and expenses payable to the Independent Auditor pursuant to the Independent Auditor Agreement, notwithstanding that the Independent Auditor shall be appointed by and shall fulfill its obligations in accordance with the terms of the Independent Auditor Agreement.

10. FORCE MAJEURE:

10.1 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.

10.2 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 labor action that is politically motivated or is widespread or nationwide; or
- iii. Any lightning, fire, earthquake, tsunami, flood, storm, cyclone, typhoon, or tornado;
- iv. Explosion, chemical contamination, radioactive contamination or ionizing radiation;
- v. Epidemic, pandemic or plagues; or
- vi. Any change in law or legislation, any decision or order of governmental authorities

10.3 Notwithstanding anything contained herein, the Affected Party shall, as soon as practicable, and in any case within seven (7) days of the date of occurrence of a Force Majeure Event or from the date of having knowledge thereof, notify the Independent

- Auditor and the other Party, of the occurrence of the Force Majeure Event by the issuance of a notice in writing (the Force Majeure Notice).
- 10.4** 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.
- 10.5** 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.
- 10.6** 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 Termination Notice to the other Party.

11. EVENTS OF DEFAULT:

11.1 Service Provider Event of Default:

11.1.1 Service Provider Event of Default means any of the following events arising out of any acts or omissions of the Service Provider and which have not occurred as a direct consequence of any Procuring Agency Event of Default, or a Force Majeure Event, and where the Service Provider has failed to remedy the defects specified in the Procuring Agency Remedial Action Notice issued in accordance with Section

- (a)** The Overall Key Performance Indicators or KPI's score of the Service Provider must fall at the satisfactory level i.e. 80% or above, as assessed by the Independent Auditor and the Procuring Agency.
- (b)** Service Provider fails to provide any Health Insurance Cards to the Employees within 10 working days from the date of communication by the Procuring Agency;
- (c)** The Performance Security is not issued, renewed, replaced or provided (as the case may be) in accordance with this Agreement or becomes inoperative or ceases to remain valid or in force in breach of the relevant provisions of this Agreement;
- (d)** Any representation or warranty made by the Service Provider in this Agreement proving to have been incorrect, in any material respect, when made or when reaffirmed and such incorrect statement, representation or warranty having a Material Adverse Effect on the Service Provider's ability to perform its obligations under this Agreement and/or on the Activity or having a Material Adverse Effect on the rights and/or obligations of the Procuring Agency hereunder;
- (e)** The transfer of the rights and/or obligations of the Service Provider under this Agreement, save and except as permitted in terms and conditions of this Agreement;
- (f)** The occurrence of a Sanctionable Practice;

- (g) The Service Provider entering into liquidation or similar state or if any order is made for the compulsory winding up or dissolution of the Service Provider or if the Service Provider becomes unable to pay its debts as they fall due or the appointment of a receiver or administrator in respect of the Service Provider, its business and assets or any re- structuring, re-organization, amalgamation, arrangement or compromise affecting the Service Provider's ability to fulfill its obligations under this Agreement or that otherwise has or may have a Material Adverse Effect; and/or;
- (h) Any other events or circumstances expressly set out in this Agreement as a Service Provider Event of Default.

11.2 Procuring Agency Event of Default:

11.2.1 Procuring Agency Event of Default means any of the following events, unless such an event has occurred as a consequence of the Service Provider Event of Default, or a Force Majeure Event, and where the Procuring Agency has failed to remedy the defects specified in the Service Provider Remedial Action Notice.

- (a) Failure by the Procuring Agency to pay the Premium to the Service Provider on quarterly basis up till the Expiry Date or the Termination Date, whichever comes earlier, in terms of Section 8 (Premium And Quarterly Payments).

12. TERMINATION:

12.1 Termination on the Expiry Date:

12.1.1 Unless earlier terminated in terms hereof, this Agreement shall terminate on the Expiry Date.

12.2 Remedy and Termination for Service Provider Event of Default:

12.2.1 Without prejudice to any other right or remedy which the Procuring Agency may have in respect thereof under this Agreement, upon the occurrence and continuation of a Service Provider Event of Default, the Procuring Agency shall be entitled to terminate this Agreement by issuing a Termination Notice to the Service Provider; provided, that before issuing the Termination Notice, the Procuring Agency shall by a notice in writing require the Service Provider to remedy the underlying Service Provider Event of Default (the Procuring Agency Remedial Action Notice) within the Remedial Period;

12.2.2 In the event the underlying Service Provider Event of Default is not remedied within the Remedial Period and the same is subsisting at the expiry of the Remedial Period, the Procuring Agency shall be entitled to:

- (a) Terminate this Agreement by issuing the Termination Notice upon expiry of the Remedial Period; and
- (b) Encash the Performance Security on or following the issuance on the Termination Notice.

12.2.3 In respect of the Service Provider Event of Default, the Remedial Period provided in this Agreement shall not relieve the Service Provider from liability for damages (as expressly set out in this Agreement), if any, caused by its underlying breach or default giving rise to the Remedial Action Notice.

12.3 Remedy and Termination for Service Provider Event of Default:

12.3.1 Without prejudice to any other right or remedy which the Service Provider may have in respect thereof under this Agreement, upon the occurrence and

continuation of any of the Procuring Agency Event of Default, the Service Provider shall by a notice in writing require the Procuring Agency to remedy the underlying Event of Default (the Service Provider Remedial Action Notice) within the Remedial Period;

12.3.2 In the event the underlying Procuring Agency Event of Default is not remedied by the Procuring Agency within the Remedial Period and the same is subsisting at the expiry of the Remedial Period, the Service Provider shall be entitled to terminate this Agreement by issuing the Termination Notice upon expiry of the Remedial Period and the Procuring Agency shall not be liable to pay any termination compensation to the Service Provider.

12.4 Remedial Period:

12.4.1 The Service Provider shall have the Remedial Period to remedy the underlying Service Provider Event of Default; provided however that in case of Sections 11.1.1 (c), (f) and (g), the Procuring Agency shall have the right to immediately terminate this Agreement without any obligation to provide the Procuring Agency Remedial Action Notice and the Remedial Period;

12.4.2 During the Remedial Period, the Parties shall continue to perform such of their respective obligations under this Agreement, which are capable of being performed with the objective, as far as possible, of ensuring continued performance of the Services, failing which the Party in breach shall be liable to compensate the other Party for any loss or damage occasioned or suffered on account of breach of conditions of this Agreement.

12.5 End of Term Obligations on Expiry Date and/or Termination Date:

12.5.1 The Service Provider shall transfer back to the Procuring Agency any and/or all data of the Employees and their Entitled Family Members collected during the course of Activity under this Agreement on the Expiry Date or Termination Date, whichever comes earlier.

12.5.2 The Service Provider shall transfer back to the Procuring Agency any and/or all computer database, computer program, mobile application and/or web portal developed by the Service Provider during the course of Activity under this Agreement on the Expiry Date or Termination Date, whichever comes earlier.

12.5.3 The right of the Service Provider to the Premium shall stand Terminated with immediate effect and no Premium shall accrue and / or be payable to the Service Provider from the date of the Termination Notice; provided however that the Procuring Agency shall effect payment of the undisputed, accrued and unpaid Premium up to the date of the Service Provider's receipt of the Termination Notice.

13. DISPUTE RESOLUTION:

13.1. Dispute Resolution:

13.1.1 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.

13.1.2 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.

13.2 Arbitration:

13.2.1 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 Service Provider and the Procuring Agency agree that an award may be enforced against the Service Provider and/or the Procuring Agency, 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.

14. MISCELLANEOUS:

14.1 Entire Agreement:

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

14.2 Amendment:

14.2.1 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.

14.2.2 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.

14.3 Severability:

14.3.1 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.

14.3.2 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.

14.4 Confidentiality:

14.4.1 Each of the Parties shall keep confidential and ensure that their employees, officers, consultants and advisers shall keep confidential, all documents and other information, whether technical or commercial, supplied to it by or on behalf of the other Party, relating to the Activity and shall not, without the consent of the other Party, publish or otherwise disclose or use the same for its own purposes otherwise than as may be required:

- (i) By appropriate legal and/or regulatory authorities;
- (ii) To perform its obligations under this Agreement; or
- (iii) Required to be shared with advisers in connection with the Activity.

14.4.2 The provisions of Section 13.4.1 here above shall not apply to:

- (a) Any information in the public domain otherwise than by breach of this Agreement;
- (b) Information in the possession of the receiving Party thereof before divulgence as aforesaid, and which was not obtained under any obligation of confidentiality.

14.5 Notices:

14.5.1 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:

Procuring Agency: Finance Department, Government of Sindh.
Attention: Mr. _____, Secretary to Government of Sindh, Finance Department.
Address: First Floor, Finance Department, Government _____ of Sindh,
 Building No. 06, Sindh Secretariat, A.K Lodhi Block, Kamal
 Atta-Turk Road, Karachi, Pakistan
Telephone No:
E-mail.

Service Provider: M/s.

Attention: Mr/Ms.

Address:

Telephone No:

Fax No:

E-mail:

14.5.2 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.

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

14.6 **Governing Law:**

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

14.7 **Counter Parts:**

14.7.1 The Agreement may be executed in two counterparts, each of which, when executed and delivered, will be an original, and both counterparts together shall constitute one and the same instrument.

14.8 **Good Faith:**

14.8.1 Each Party shall act in good faith in exercising its rights and performing its obligations under this Agreement.

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 GOVERNMENT OF SINDH

For and on behalf of GOVERNMENT OF SINDH through SECRETARY, FINANCE DEPARTMENT } SIGNATURE:

its Authorized Signatory

Name: Designation: Secretary to Government of Sindh, Finance Department. CNIC No: Official Stamp:

In the Presence of: SIGNATURES: Signature of Witnesses:

Name: Designation: CNIC No: Official Stamp: }

Name: Designation: CNIC No: Official Stamp: }

AS SERVICE PROVIDER

For and on behalf of Company Name } SIGNATURE: Through its Authorized Signatory

Name:
Designation:
CNIC No:
Official Stamp:

In the Presence of:
Signature of Witnesses:

SIGNATURES:

Name: }
Designation: }
..... }
CNIC No: }
Official Stamp: }

Name: }
Designation: }
..... }
CNIC No: }
Official Stamp: }

ANNEXURE - A

PROPOSED SCOPE OF SERVICES

SUMMARY/ OVERVIEW OF THE SERVICES	
Procuring Agency's Name	Finance Department, Government of Sindh
Activity Title	PROCUREMENT OF HEALTH INSURANCE SERVICES FOR SINDH SECRETARIAT, CHIEF MINISTER'S SECRETARIAT, GOVERNOR SECRETARIAT AND PROVINCIAL ASSEMBLY EMPLOYEES WITH THEIR ENTITLED FAMILY MEMBERS
Contract Duration	One (1) year, extendable further up to two (2) years subject to the terms and conditions of the Contract
Contract Type	Lump-sum
Procurement Framework	Sindh Public Procurement Act and Sindh Public Procurement Rules (as prevails at the IFB advertisement time)
Market Approach	National Competitive Bidding
Selection Procedure	Quality Cost Based Selection Method
Commencement Date (Expected)	March 4, 2024 or immediately after the signing the Contract.

Note: Capitalized terms used herein shall bear the meaning as ascribed thereto in the RFP Document.

4. Entitlement, Services Description, Terms & Definitions:

- 5.1 **Introduction:** The health insurance policy is aimed at providing the health cover to Sindh Secretariat, Chief Minister's Secretariat, Governor Secretariat and Provincial Assembly Employees with their Entitled Family Members'.
- 5.2 Finance Department, GoS will provide the data list of approx. 4260 entitled Sindh Secretariat employees and their entitled family members to be insured. The cards will be given to all the Employees within a period of one (1) week of the Effective Date or within seven (7) days of the Employee registration.
- 5.3 Finance Department, GoS, however, will bear the cost of premium based on the details provided under the proposed scope of the services.
- 5.4 The Service Provider/successful bidder has to provide health cover services through using "Card" for storing and reading data of insured Employees and their entitled members of family. Other Employees and their entitled family members who become eligible for inclusion subsequently will be included from the first day their particulars are shared with the Service Provider irrespective of the fact that cards are printed or otherwise. The card must contain details/ information of insurance

coverage, entitled insured members and policy detail. Card should contain the Employee particulars with name of his /her entitled insured member and any other information as required by the Procuring Agency during the Contract.

- 5.5 It is responsibility of the insurance Service Provider to verify each family member particulars from family tree using 'VERISYS' (NADRA CNIC Verification system). It is also responsibility of the insurance Service Provider to deliver card to each employee along with pamphlet to be printed in English/ Urdu/ Sindhi detailing complete guidance of the coverage and method to be adopted in case of claim. SMS Service will be an added advantage. Card to be issued within seven (7) days from the provision of identity data of employees or effective date or application registration date.
- 5.6 The Service Provider/ successful bidder has to establish a separate dashboard at Service Provider's web portal and mobile application with user IDs in consultation with the Procuring Agency. The Service Provider shall ensure user friendly interface Employees accounts, Data M&E Admin Account, employees & their entitled insured members data, linked with the Procuring Agency's website, real time hospitalized/ under treatment employees & entitled insured members data, complaint/request management, claims information management, payments utilized & balance, data of total employees services in the hospitals, data of policy exhausted claims, data of investigative procedures, report generation and other employees online benefits self-services. The system must contain various features for generating reports as and when required to the Procuring Agency during the Contract.
- 5.7 The Service Provider/successful bidder has to establish the help desk at HIC section of Finance Dept, affixation of 15 banners at main places of secretariat, pamphlets, 02 Seminars (first in 3rd week of April and 2nd in first week of September) and other possible modes of information will be adopted to help employees to know the use of services.

5. Scope of Services

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

- In-Patient Treatment (Hospitalization) and
- Day Care Treatment;
- Other Medical Services/Facilities/Investigative Procedures.

2A 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 member is hospitalized due to illness, surgery or accident.

DESCRIPTION OF BENEFITS / PLAN	*Limit (all categories of employees)	Inclusion	Remarks
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HOSPITAL CARE: Total Hospital, Surgical and Misc. Expenses inclusive of Daily Room Rent Charges Per Annum Per Life	**700,000/-	Employee, Spouse, Children, Parents	All terms will be applied from Effective Date
***Room Rent			
MATERNITY CARE: <input type="checkbox"/> Any hospitalization related to pregnancy per annum: - C-Section/complicated delivery/multiple births	300,000/-	Self Employee, and Spouse	All Terms will be applied from Effective Date
- Normal & Miscarriage related treatment	200,000/-		

* The limit in the benefit table as above shall mean the maximum amount covered under the policy per annum per insured member.

** In case of accidental hospitalization, the limit of coverage shall be twice.

*** Room Rent Charges per day will be applied as per following categories:

- Grade 19 to 22 (Not more than Rs. 45,000/-)
- Grade 16 to 18 (Not more than Rs. 35,000/-)
- Grade 01 to 15 (Not more than Rs. 25,000/-)

6. Summary of Benefits

3.9 Hospitalization Benefits

These include surgical and miscellaneous hospital expenses described below:

- i) Daily Room and Boarding Charges
The Service Provider will pay the charges actually incurred for the eligible class of Hospital accommodation for In-Patient Treatment of a covered Disability but not more than the limit as prescribed in the bidding documents by the Procuring Agency.
- ii) Intensive Care Unit (ICU) Charges
If whilst being confined to a Hospital for In-Patient Treatment and on the recommendation of a Physician, an Insured Member needs to be admitted to the intensive care unit (or another unit for a similar purposes however denominated) the Service Provider will pay the charges actually incurred for the Insured Member's accommodation in the intensive care unit, but for not more than the maximum number of days for each Policy-Period.
- iii) Physician's Visit (In-Patient) Charges
The charges for professional attendance and Treatment by a Physician while the Insured Member is in Hospital as an In-Patient.
- iv) Specialist Consultation (In-Patient) Charges
The charges for professional attendance and Treatment by a Specialist, upon the recommendation of a Physician, while the Insured Member is in Hospital as an In-Patient.

3.10 Surgical Operation Charges

The Benefits payable if a surgical operation is performed on the Insured Member. These charges can be for:

- i.) the charges made by a Surgeon in connection with the surgical operation, including pre-operative investigations and preparation of the Insured Member, the operative procedure and the post-operative care rendered by the Surgeon while the Insured Member is in Hospital.
- ii.) the charges made by an Anesthetist in connection with the surgical operation or examination requiring general anesthesia including pre-operative and post-operative visits, the administration of the anesthesia and the administration of fluids and/or blood incidental to the anesthesia or surgery;
- iii.) use of the operating theatre, Treatment room and equipment; and
- iv.) such other charges approved in writing by the Procuring Agency.

3.11 Miscellaneous Hospital Expenses

The Benefits available if an Insured Member is confined in a Hospital for In-Patient Treatment:

- i.) drugs, dressings and medicines prescribed by the attending Physician;
- ii.) laboratory examinations and other diagnostic procedures;
- iii.) physiotherapy;
- iv.) intravenous injections and solutions;
- v.) administration of blood and blood plasma, including the cost of blood and blood plasma and any fluids administered during surgery;
- vi.) general nursing services;
- vii.) Patient meals; and
- viii.) such other charges approved in writing by the Procuring Agency.

3.12 Day-care Procedure Charges

The total of the Day-care Procedure charges incurred for and in relation with a surgical procedure that is performed without the Insured Member being confined as an In-Patient,

3.13 Pre-admission Diagnostic Testing and Post-hospitalization Consultation Charges

These are charges connected to a period of hospitalization and are for the same or a related Disability.

- a) Pre-admission Diagnostic Testing charges are the expenses for diagnostic and laboratory examinations conducted not more than fifteen (15) days prior to the admission, on the basis of which admission of the Insured Member in the Hospital is considered necessary and admission actually occurs.
- b) Post-hospitalization Consultation charges are the expenses for consultation with the same Physician or Surgeon that treated the Insured Member during hospitalization, which are incurred not later than fifteen (15) days of the admission.

Pre-admission Diagnostic Testing and Post-Hospitalization Consultation expenses covered by the Service Provider are restricted by the following conditions:

- i.) Admission to Hospital as an In-Patient or Day-care patient must take place while this Policy is in force;

- ii.) Pre-admission Diagnostic Testing charges must be incurred after the Effective Date of this Policy, and must immediately precede admission in Hospital by no more than the number of days specified; and
- iii.) Post-hospitalization consultation charges must be incurred immediately following discharge from the Hospital and within fifteen (15) number of days specified.

3.14 Ambulance Cover (Within the same City / District)

These are the expenses incurred for the use of a road ambulance for the transportation of the Insured Member to or between Hospitals (within the Same City) in the course of a medical emergency.

3.15 Emergency / Accidental Outpatient Cover

- b.) These are the expenses that relates to first emergency Treatment of an Accident, undertaken in an emergency room or casualty ward of a hospital or any other facility that is appropriate for the medical services provided. Treatment must be taken within forty-eight (48) hours of the Accident in order to be eligible for cover.

b.) Some of the following emergency protocols which are covered as per contract:

1. Renal or Biliary Colic requiring injectable analgesics;
2. Dehydration cases due to gastroenteritis;
3. High-grade fever requiring IV antibiotics and antipyretics;
4. Chest pain;
5. Hypoglycemia / Hyperglycemia;
6. Upper GI bleeds;
7. Treatment / gastric lavage of accidental cases of over-dosage / poisoning especially amongst children;
8. Lacerations requiring stitching or dressing;
9. The cases of minor surgical procedures and cases requiring application of Bandages;
10. Observation for Head Injury cases;
11. Coverage of COVID-19 / Dengue Tests in case of Positive Result.

3.16 Emergency Accidental Dental Treatment

These are the expenses that relate to the first emergency treatment necessary to relieve pain only as the result of an Accident and for which Treatment is provided within forty-eight (48) hours following the Accident.

7. **ELIGIBLE MEDICAL COVER HOSPITALIZATION, DAY CARE, SPECIALIZED INVESTIGATIONS OUTPATIENT COVER**

4.1 HOSPITALIZATION

Daily Room and Board Charges;
 In-Hospital Consultations Charges;
 Surgical Fees;
 Anesthetist's Fee;
 Diagnostic Investigations;
 Operation Theater Charges;
 Blood & Oxygen Supplies;
 In-Patient medicines Expenses;
 ICU / CCU /SCU Charges;
 Organ Transplant;

4.2 DAY CARE

Lithotripsy;
 Endoscopy;
 Excision Biopsy;
 Gastroscopy;
 Partial Mastectomy;
 Tonsillectomy/ Adenoidectomy;
 Veins/Varicose;
 Non-malignant tumors/Abscess procedure;
 Cholecystectomy;
 Herniorrhaphy;

Burns;
 Stroke/CVA;
 Local Ambulance Services;
 Pre & Post-hospitalization Out-Patient fully covered incurred within the period of fifteen (15) days;
 Expenses, such as; Consultation Charges, cost of Prescribed medicines and Diagnostic Tests;
 Angioplasty/By-Pass/Open Heart Surgery including Pacemakers / Batteries
 Thyroidectomy;
 Epidemic Disease COVID-19 up to full hospitalization limit including other relevant lab Tests;
 Other Operative Procedures

Appendectomy;
 Cataract surgery (with IOL costing not more than PKR 50,000/) & other Eyes Surgeries (excl LASC surgery);
 Angiography;
 MRI;
 CT Scan;
 Thallium Scan;
 Radiotherapy;
 Colonoscopy;
 Hydrocele;
 Piles/ Fistula;
 Prostate surgery;
 Removal of ovarian cyst, breast cyst;
 Sinus surgery / Septoplasty;
 Liver aspiration;
 Sclerotherapy;
 Kidney Dialysis;
 Circumcision
 Septoplasty
 Treatment of Cancer (including Chemotherapy, oral-chemotherapy with Pre & Post-Hospitalization Expenses of Chemotherapy) up to full hospitalization limit;

Medicines, investigations, injections related to Treatment of Hepatitis A, B, C & E such as, Inj. Interferon therapy/ Tab. Sovaldior equivalent along with all combination therapy, consultation & laboratory test such as PCR/LFT) up to full Hospitalization Limit;

Treatment of all injuries/Fractures and lacerated wounds (out-patient within 24-Hours).

Accidental Dental treatment (Out-Patient within 48-Hours for pain relief only).

Root-Canal Procedures.

Other Operative Procedures.

4.4 Investigative Procedures

These are the expenses that are Medically Necessary to arrive at a diagnosis or to facilitate Treatment and only if required by a Physician or Specialist, this Policy will pay for the following investigative procedures:

- | | |
|-------------------------------------|-----------------------------------|
| a) Magnetic Resonance Imaging (MRI) | f) EMG |
| b) Computed Tomography (CT) Scans | g) ETT |
| c) Thallium Scan | h) Echocardiography / Stress Echo |
| d) Pet Scan | i) Mammography |
| e) EEG | j) OCT |

- k) FFA
- l) Bone Scan
- m) Renal Scan
- n) Thyroid Scan
- o) All Type of Biopsies
- p) Barium Studies
- q) Dexa Scan/Bone Densitometry
- r) Intravenous Pyelography
- s) Fibro Scan
- t) Nerve Conduction Studies
- u) 24-Hours Ambulatory Holter Monitoring
- v) Ambulatory Polysomnography
- w) 24 Hours Esophageal pH Monitoring

8. Other inclusion and exclusions

5.5 All medical treatments are covered except:

- i.) Cosmetic, aesthetic and related treatment;
- ii.) Plastic Surgery;
- iii.) HIV-AIDS or any sexually transmitted disease;
- iv.) Any fertility/impotence/ sterilization procedure or treatment;
- v.) Cost of limbs/ prosthetics/ hearing aids / crutches /dentures;
- vi.) Drug abuse / self-inflicted injuries (attempt to suicide);
- vii.) Any outpatient expenses.

5.6 Congenital Birth Defects (CBD) should be fully covered under basic hospitalization;

5.7 Interferon/ Sovaladi or equivalent along with all combination therapy with & PCR and other relevant lab tests for COVID-19, Hepatitis B & C should be fully covered under basic hospitalization limit;

5.8 **Maternity Cover**

- i.) Follow-up visits of patients during pregnancy or within **fifteen (15) days** of conception;
- ii.) Antenatal visits prior to **fifteen (15) days** of delivery / C-Section subject to prior registration with the obstetrician on the panel of the Hospital enrolled by Service Provider;
- iii.) Normal/C-Section/Multiple Birth/Force/Complicated;
- iv.) Pre & Post Natal Expenses are to be covered up to the maternity limit;
- v.) Obstetrician's Fee for delivery & Consultation during hospitalization;
- vi.) Coverage of congenital birth defect/illness under all benefits;
- vii.) Newly born babies are to be covered from very 1st day of birth;
- viii.) Newborn baby's nursery care charges during mother's hospitalization, including incubator facility;
- ix.) Miscarriage resulting into D&C or D&E payable from normal maternity limit once in a year.
- x.) The first cover of BCG, Oral Polio Vaccine & Hepatitis B

ANNEXURE - B
INDICATIVE INDEPENDENT AUDITOR TERMS OF
REFERENCE

The Independent Auditor shall perform all such roles, duties and functions as are contemplated to be performed by the Independent Auditor in this Agreement including:

- a. Reviewing and Approving/Certifying all activities associated with the fulfillment of Key Performance Indicators by the Service Provider on Annual basis;
- b. Calculate and verify the quarterly payments of the Premium by the Procuring Agency to the Service Provider;
- c. Issue the IA Payment Certificates at Every Quarter provided that during the First Quarter multiple IA Payment Certificates may be issued for the payment of Premium by the Procuring Agency to the Service Provider;
- d. Assist the Parties in determining, under this Agreement:
 - Existence and consequences of a Force Majeure Event,
 - An Event of Default,
 - The remedy of defaults and termination procedures, and/or
 - Any other matter of a technical nature referred by both Parties;
- e. Carry out Audits (on an Annual basis) to establish compliance or otherwise of the Services with the Scope of Services, Key Performance Indicators, Applicable Standards and Good Industry Practices in accordance with the provisions of the Agreement;
- f. Carry out any other duties and functions specified or assigned in this Agreement or the Independent Auditor Agreement.

In respect of all matters dealing with the Agreement the Independent Auditor shall be independent and shall ensure that it performs all its obligations in accordance with this Agreement or the Independent Auditor Agreement.

ANNEXURE - C
KEY PERFORMANCE INDICATORS

KPIs
KEY PERFORMANCE INDICATORS

Health Insurance of Secretariat, CM Secretariat, Governor Secretariat & Sindh Assembly

On bi-annually basis, the evaluation of the Service Provider under the contract shall be carried out with respect to service provider's performance as per the following proposed Key Performance Indicators. The concerned offices of the covered Departments of the Secretariat will also be accessed on following questionnaires and the performance report will be made. The payment and extension in the contract is subject to the performance as per KPIs.

2. The 80% marks out of 100% are required for contract continuation and payment (after every two quarters).

Poor	00
Below Average	2.5
Average	5.0
Good	7.5
Very Good	10

Score Awarding Questionnaire

S#	KPI	Evaluation Criteria	Weightage %	Weightage %
01	24/7 Call Center Services Call response, Behaviour of call center personnel (to be evaluated by sample size more than 70% selected by IA & PA)	Poor Below Average Average Good Very Good	00 2.5 5.0 7.5 10	10
02	Web Portal & Dashboard database maintenance (Operational 24/7, patients`s live data, treatment data) (to be evaluated by sample size more than 70% selected by IA & PA)	Poor Below Average Average Good Very Good	00 2.5 5.0 7.5 10	10
03	Claim Settlement Time (Panel & Non Panel Hospital claim denial issues resolving, complaints of employees for hospitals) to be evaluated by sample size more than 70% selected by IA and PA	A) More than 14 working days B) 07-14 working days C) 04-07 working days D) 02-03 working days	00 2.5 5.0 10.0	10
04	Cards renewal/edit/fresh processing cycle (processing time within 07 days, 10 days, 15 days) (to be evaluated by sample size more than 70% selected by IA & PA)	A) More than 30 working days B) 20-30 working days C) 11-19 working days D) 00-10 working days	00 2.5 5.0 10.0	10
05	Accuracy & Timely Submission of Bills On the basis of IA report and HIC section	A) 1-10 Working Days B) 11-15 Working Days	10 7.5	

	observations, the accuracy and timely submission of the bills will be evaluated. (to be evaluated by sample size more than 70% selected by IA & PA)	C) 16-25 working days D) 26-40 working days	5.0 2.5	
06	Doctors Panel and Response to Insured Members to be evaluated by sample size more than 70% selected by IA & PA	Poor Below Average Average Good Very Good	00 2.5 5.0 7.5 10	10
07	Financial Solvency & Liquidity The adequacy of financial solvency Liquidity as per tender document, profit, credit rating, reinsurance arrangements, penal actions by SECP/PSX will be evaluated on the basis of report of IA.	A) Satisfactory B) Moderately Satisfactory C) Non Satisfactory	10 5-9 04	
08	Policy Information Dissemination (SMS, Banners, Pamphlet, seminar, info-help desk at FD etc.)	Poor Below Average Average Good Very Good	00 2.5 5.0 7.5 10	10
09	Panel Hospitals (Decreased, Maintained, Enhanced) to be evaluated by selected by IA & PA	A) Increased/Maintained as per eligibility criteria/affidavit B) Decreased more than 03	10 00	10
10	Compliance with the Agreement (NADRA Verifications of eligible members, record management, benefits of payment) to be evaluated	Poor Below Average Average Good	00 2.5 5.0 7.5	10

	by sample size more than 70% selected by IA & PA	Very Good	10	
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GOVERNMENT OF SINDH
FINANCE DEPARTMENT

SELECTION OF HEALTH INSURANCE SERVICES PROVIDER

HEALTH INSURANCE SERVICES FOR SINDH
SECRETARIAT, CHIEF MINISTER'S SECRETARIAT,
GOVERNOR SECRETARIAT AND PROVINCIAL
ASSEMBLY EMPLOYEES WITH THEIR ENTITLED
FAMILY MEMBERS

IMPORTANT NOTICE

Response of Bidders Queries documented on 9th January 2024


MUHAMMAD YOUSIF SHAKH
Deputy Secretary
Finance Department
Government of Sindh

Address: Sixth Floor, Room No. 128, Sindh Secretariat Building No. 6, A.K Lodhi Block, Kamal Ataturk Road, Karachi.

Website: www.finance.gos.pk **E-mail:** so.hic@finance.gos.pk **Telephone:** +92 21 99222133

This is response to prospective Bidders' queries on RFP Document-I which were recorded dated: 9th January 2024 during the Pre-Bid meeting scheduled as per Document-I.

The RFP document-I for procurement/selection of Health Insurance Services Provider for Secretariat, CM Secretariat, Governor Secretariat and Sindh Assembly was floated on SPPRA and Finance Department Website on 3rd January 2024 and same was published in Daily Kawish (Sindhi), Daily Express (Urdu) and Daily Dawn (English). After that interested bidders purchased the bid document. During the Pre-Bid meeting scheduled on 9th January 2024 which was fixed for stretching the understanding of the RFP document for the Bidders and also to have input of the prospective bidders on RFP to eliminate any confusion, to elaborate any item, correction of typo errors or any other valid feedback.

2. The Bids submitted in response to the RFP Document by any of the Bidders shall be upon the full understanding and agreement of all terms of the RFP Document, Addendum Document, and response Document ("RFP Documents") and such submission shall be deemed as an acceptance to all the terms and conditions stated in the RFP Documents. Any Bid submitted by the Bidder in response to the RFP Document shall be construed based on the understanding that the bidder has done a complete and careful examination of the RFP documents and has the independently verified all the information received (Whether written or verbal) from the Procuring Agency.

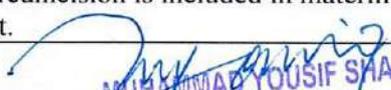
3. It is pertinent to note that **The Response Document is not the agreement** but its sole purpose is to provide interested bidders with the information that may be useful in preparing their bids or proposals. The Procuring Agency reserves its right, in its full discretion, to modify the RFP documents and/or the Assignment at any time to the fullest extent permitted by Law and shall not be liable to reimburse or compensate the recipient for any costs, taxes, expenses or damages incurred by the recipient in such event.

4. RESPONSES ON DOCUMENT-I

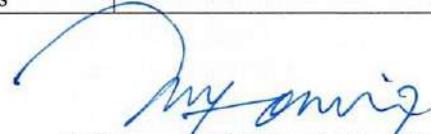
Sr. No	Queries	Clause/Para/Section	Response
1.	Contract should be for 01 years and extendable for further 02 years.	Section I, Para 1.	Typo Error is corrected in Final RFP Document. Contract will be 1 year initial and extendable for 2 years
2.	With regard to Room limit cost, the amount of Room limit as well category of room have been mentioned which create confusion hence room limit in terms of amount only should be mentioned.	Section V "Scope of Services" 2B In Patient Treatment Benefits	The appropriate change is incorporated.
3.	Normal and surgical deliveries limits bifurcation: No bifurcation in terms of amount has been mentioned with regard to Normal Delivery viz a viz the C-Section.	Section V "Scope of Services" 2B In Patient Treatment Benefits	The appropriate change is incorporated. Rs. 200,000/- for normal and Rs. 300,000/- for surgical limit will be mentioned


MUHAMMAD YUNIS SHAIKH
Deputy Secretary
Finance Department
Government of Sindh

4.	Room Rent Limit may be enhanced due to inflation	“Scope of Services” 2B In Patient Treatment Benefits	The room limit is already enhanced at maximum. No further enhancement is necessary.
5.	QCBS is not appropriate method for this selection as the Most advantageous Bidder Selection procedure is not suitable for lowest price bidder.	Section I, Para 3. And Section II “Instructions to The Bidders “Bid Data Sheet”	The SPPRA rules are adopted by the committee in letter and spirit. Most Advantageous Bidder selection according to QCBS method has been adopted as per SPPRA Rule, 2(ii) “Definitions” of SPPRA Rule (as amended August 2021). Moreover, no convincing ground has been placed for revising the selection method
6.	“AA+ and more” should be given 15 marks and AAA category may not be given advantage	Section II, Instruction to Bidders “eligibility Criteria “Bid Data Sheet” ITB 2.2	This referred rating criteria is as per PACRA/JCR-VIS according to performance and years of successfully doing business. AA+ has also been given appropriate marks. The Final RFP document should be referred.
7.	15 points to the bidders having 15 billion Net/Gross premium turnover may be revised and set between 5-8 billion.	Technical Evaluation Criteria (ITB 18.1) S.No 04	The appropriate change with regard to maximum marks for Rs. 15 billion has been reduced from 15 to 10 marks in the Final Document is made.
8.	75% marks are higher in Technical Evaluation	Technical Evaluation Criteria “ITB” Bid Data Sheet ITB 2.2	The SPPRA rules are adopted by the committee in letter and spirit. The technical evaluation is incorporated to give due consideration to the quality of the technical proposal that is permissible under the SPPRA Rules. The Technical Evaluation criterion is modified/elaborated in Final RFP Document. Moreover, no convincing ground has been placed for revising the existing 75% evaluation marks criteria.
9.	The Parents are covered under the policy but age their age limit is not mentioned.	Sub Section II ITB para i. “Definitions” sub para (bb) “Insured Member”	The parents would be covered irrespective of their age which is elaborated in Final RFP
10.	For the better Financial Proposal, the Married & Unmarried data table, All dependents data table with Date of Birth, are required. This data may be the part of RFP at Financial Proposal page.	Scope of Services Point 6. Summary of Data	The additional data is attached in Final RFP as much available.
11.	SRB Tax under litigation.	Bid Data Sheet ITB 6.1 and 2.2	As per government policy/laws, the applicable taxes apply which is in conformity with SPPRA Rules.
12.	The Financial Proposal should have formula too. 1 st lowest, second lowest, 3 rd lowest.....	Fin-Form “ITB 19.4”	The necessary change with the more elaborated formula and data are incorporated in Financial Proposal.
13.	Mobile app (Android & Apple) platform should also weight in Technical Evaluation	Bid Data Sheet & Technical Evaluation Criteria (ITB 18.1)	The appropriate change is adopted in Technical Evaluation
14.	Circumcision is included in maternity or not.	“Proposed Scope of Services” 2B In Patient	The appropriate change is incorporated in Final RFP document.


MUHAMMAD YOUSIF SHAIKH
 Deputy Secretary
 Finance Department
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		Treatment Benefits – Day Care Treatment	
15.	Emergency coverage elaboration.	Proposed Scope of Services” Para 3.7 “Emergency/Accidental Outpatient Cover”	The appropriate Elaboration is incorporated in Final RFP document.
16.	Should be minimum 10 corporate client.	Bid Data Sheet & Technical Evaluation Criteria (ITB)	It is already elaborated in the earlier Document. There is no need to enhance the requirement.
17.	Instead of Net Premium “Gross written premium” should be written which applies in respect of Insurance Companies	Bid Data Sheet & Technical Evaluation Criteria (ITB18.1)	The relevant change is incorporated in Final Document.
19.	Numbers of Doctors should be 25	Bid Data Sheet & Technical Evaluation Criteria (ITB)	It is mentioned in the RFP document that having the figure of “15 Doctors or more” will fall in full marks category.
20.	Not only UAN but fully functional call center.	Bid Data Sheet & Technical Evaluation Criteria (ITB)	The appropriate change is incorporated in Final RFP Document
21.	Claim limit enhanced should be covered in 15 days.	Other Conditions “Payment” OC-1	The appropriate changes are made at relevant para of the “Payment” section of Final Document
22.	Annual increase should not be 5%. It may be connected with the ratio of premium utilization or CPI index for increment.	Draft Service Agreement Para-8 “Premium & Quarterly Payments (Sub-Para-X)	The merit of annual increase is fixed as per the market trends, economic conditions and financial implication on Procurement Agency’s Budget.
23.	Bid security should be 2% not 5%.	ITB 9.2 (Section II – Instructions to Bidder in Bid Data Sheet)	It is fixed as per SPPRA rules 37. [Bid Security sub para 1. The procuring agency shall require the bidders to furnish a bid security not below one percent and not exceeding five percent bid price.
24.	Typo error of 70000 (instead of 700,000) sum insured in Financial proposal	Fin Form-2 Summary of Costs	The appropriate change is incorporated


(Muhammad Yousif Shaikh)
Deputy Secretary (Admn & Accounts)
 Finance Department, Government of Sindh

MUHAMMAD YOUSIF SHAIKH
 Deputy Secretary
 Finance Department
 Government of Sindh