

TENDER NO. PSPA/ADMN/TENDER-1/2019-20

Tender Document

PROCUREMENT OF HEALTH INSURANCE SERVICES FOR PSPA EMPLOYEES



PUNJAB SOCIAL PROTECTION AUTHORITY

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Table of Contents

INVITATION TO BID	5
1.1 PUNJAB PROCUREMENT RULES TO BE FOLLOWED.....	5
1.2 MODE OF ADVERTISEMENT (s)	5
1.3 TYPE OF OPEN COMPETITIVE BIDDING	5
INSTRUCTIONS TO BIDDERS (ITB).....	7
1.4 BIDDING DETAILS	7
TERMS AND CONDITIONS OF THE BID	10
1.5 DEFINITIONS.....	10
1.6 NOTICE.....	10
1.7 TENDER SCOPE	11
1.8 BID ELIGIBILITY / QUALIFICATION / EVALUATION CRITERIA.....	15
1.9 COST RELATED TO TENDER PREPARATION AND SUBMISSION.....	17
1.10 EXAMINATION OF THE BID DOCUMENT	17
1.11 CLARIFICATION OF THE BID DOCUMENT	17
1.12 AMENDMENT OF THE BID DOCUMENT	17
1.13 PREPARATION / SUBMISSION OF BID	17
1.14 TECHNICAL PROPOSAL SHALL COMPRISE THE FOLLOWING	17
1.15 FINANCIAL PROPOSALS SHALL COMPRISE THE FOLLOWING	18
1.16 BID PRICE	20
1.17 BID SECURITY	21
1.18 BID VALIDITY.....	21
1.19 MODIFICATION/ WITHDRAWAL OF THE BID.....	21
1.20 CLARIFICATION OF THE BID.....	22
1.21 DETERMINATION OF RESPONSIVENESS OF THE BID	22
1.22 REJECTION OF THE BID	22
1.23 TECHNICAL AND FINANCIAL EVALUATION OF PROPOSAL.....	23
1.24 AWARD CRITERIA	23
1.25 ACCEPTANCE LETTER.....	23
1.26 REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY.....	23
GENERAL CONDITIONS OF CONTRACT	28
1.27 CONTRACT	28
1.28 CONTRACT DURATION.....	28
1.29 CONTRACT DOCUMENTS AND INFORMATION	28
1.30 CONTRACT LANGUAGE	28
1.31 STANDARDS	28
1.32 PATENT RIGHT.....	28
1.33 PERFORMANCE GUARANTEE	29
1.34 DELIVERY	30
1.35 SERVICES COMPLETION CERTIFICATE.....	30
1.36 PAYMENT.....	30
1.37 PRICE	30
1.38 CONTRACT AMENDMENT.....	31
1.39 ASSIGNMENT / SUBCONTRACT	31
1.40 EXTENSIONS IN TIME FOR PERFORMANCE OF OBLIGATIONS UNDER THE CONTRACT.....	31
1.41 LIQUIDATED DAMAGES	31

1.42	BLACKLISTING	31
1.43	TERMINATION FOR DEFAULT	32
1.44	TERMINATION FOR CONVENIENCE	32
1.45	TERMINATION FOR INSOLVENCY.....	32
1.46	FORCE MAJEURE	33
1.47	DISPUTE RESOLUTION	33
1.48	STATUTES AND REGULATIONS.....	33
1.49	TAXES AND DUTIES	34
1.50	CONTRACT COST	34
1.51	AUTHORIZED REPRESENTATIVE	34
1.52	WAIVER	34
	SPECIAL STIPULATIONS (BID DATA SHEET).....	35
	ANNEXURES	36
	ANNEXURE-A	36
	ANNEXURE-B	42
	ANNEXURE-C	43
	ANNEXURE-D	44
	ANNEXURE-E	45
	ANNEXURE-F.....	47
	ANNEXURE-G	48

Important Note

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents are liable to be rejected at the initial stage itself. The Bidders for preliminary and detailed examination hereinafter should submit the valid documentary evidences as indicated.

Applicability of Punjab Procurement Rules, 2014 (Amended till date)

This Bidding Process will be governed under Punjab Procurement Rules 2014, as amended from time to time and instructions of the Government of the Punjab.

INVITATION TO BID

1.1 Punjab Procurement Rules to be followed

- 1.1.1** Punjab Procurement Rules 2014 (amended till date) shall be followed strictly. These may be obtained from PPRA's website.
- 1.1.2** In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules 2014 (amended till date).

1.2 Mode of Advertisement (s)

- 1.2.1** As per Rule 12 (1), this Bid is placed online on websites of PPRA and PSPA.

1.3 Type of Open Competitive Bidding

- 1.3.1** As per Rule 38 (2) (a) of Punjab Procurement Rules 2014, Single Stage – Two Envelope Bidding Procedure shall be followed.
- 1.3.2** Clause 38 (2) (a) of Punjab Procurement Rules 2014 (amended till date) stipulates that "Single stage two envelopes bidding procedure shall be used for procurement of such services where the bids are to be evaluated on technical and financial grounds and the procedure for single stage two inner envelopes shall be:
 - 1.3.2.1** The bid shall be a single package consisting of **two separate sealed inner envelopes, containing financial and the technical proposals separately;**
 - 1.3.2.2** The inner two envelopes shall be marked as "Financial Proposal" and "Technical Proposal";
 - 1.3.2.3** In the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency;
 - 1.3.2.4** The procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
 - 1.3.2.5** During the technical evaluation no amendments in the technical proposal shall be permitted;
 - 1.3.2.6** After the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposal of the technically accepted bids, publicly at a time, date and venue announced and communicated to the bidders in advance, within the validity period;
 - 1.3.2.7** The financial bids found technically non-responsive shall be returned unopened to the respective bidders; and
 - 1.3.2.8** The evaluated bidder with the lowest quoted Gross Premium shall be awarded the contract.

1.3.2.9 In case of equal financial bids submitted by different vendors at the time of financial opening, bid of the vendor who has more experience shall be given preference and will be selected. Experience will be calculated from the date of incorporation supported by certificate of incorporation issued by the relevant authorities. In case firms/companies/vendors are incorporated on same day, firm with highest financial soundness in the previous/last financial year will be preferred and selected.

INSTRUCTIONS TO BIDDERS (ITB)

1.4 Bidding Details

- 1.4.1** Bidding documents can be obtained from PSPA Office after payment of Rs. 1,000/- in cash (Non-refundable).
- 1.4.2** Interested bidders must collect a stamped copy of this RFP from PSPA Office. Representative of respective bidders should come along with authority letter and copy of their CNIC for the collection of RFP.
- 1.4.3** Bidders are required to submit the stamped copy of RFP along with their technical proposals. In case, this requirement is not met, PSPA will exclude bidder's proposal from technical evaluation process.
- 1.4.4** Bids are submitted in a Single sealed envelope containing two separate sealed envelopes with separate marking "Technical Proposal" & "Financial Proposal".
- 1.4.5** Firm's profile should include detail of offices, contact numbers and list of clients along with address & their contact numbers.
- 1.4.6** The complete bids as required under this Bid document must be delivered into the Bid Box placed in the office of the PSPA, Lahore, not later than **11:00 am** on the last date of submission of bids i.e. 21-01-2020. Late bids shall not be accepted.
- 1.4.7** Technical bids shall be publicly opened in the Committee Room of PSPA, at **12:00** noon on the same day. In case the last date of bid submission falls in / within the official holidays, the last date for submission of the bids shall be the next working day. Technical Bids will be opened on in the presence of the Tender Committee and participating contractors or their representatives who wish to attend.
- 1.4.8** Evaluation and scrutiny of submitted documents and bid regarding technical criteria will be done by tender committee. Result of technical criteria is followed by the scrutiny of financial bid of technically qualified bidder(s) only. Financial documents/bid of un-successful bidders will be returned un-opened.
- 1.4.9** The bid should be valid for a period of 180 days from the date of opening. PSPA will not be responsible for any delays in submission of bids sent via mail or courier.
- 1.4.10** The rates quoted by the bidder should be in Pak rupee and shall be inclusive of all admissible taxes, levies imposed by the Government on company letter head. Once tender will be opened bidders cannot change or modify their quoted amount.
- 1.4.11** Proposal shall contain no interlineations or overwriting and should be submitted according to requirement. Any alteration & modification in tender documents will not be entertained.
- 1.4.12** Evaluation of the firms shall be based on information provided in the Proposals according to requirement.
- 1.4.13** The bidders shall bear all costs associated with the bid preparation & submission. PSPA in no case will be responsible for any costs incurred regardless of the conduct or outcome of the bidding process.
- 1.4.14** PSPA will send contract agreement to successful bidder for incorporating all terms of agreement between the parties for acceptance. Qualifying/selected contractor/ bidder will be required to sign a written agreement with PSPA to execute the assignment. Please refer Terms & Conditions of the Services.
- 1.4.15** Bid Security: 5% bid security must be deposited along with the Technical Proposal of the Bid documents in shape of PAYORDER / DEMAND DRAFT only in the name of Punjab Social Protection Authority.
- 1.4.16** Bidders are advised to submit their bids for providing the services after having understanding of the procuring agency categories of claim limits and needs to have better understanding for quoting the price.

- 1.4.17** Queries of the Bidders (if any) for seeking clarifications regarding the specifications must be received in writing to the Purchaser. All queries shall be responded to within due time.
- 1.4.18** The bidder shall submit bid complying with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this Bid document clauses regarding **“Determination of Responsiveness of Bid”** and **“Rejection of the Bid”** for making their bids substantially responsive to the requirements of the Bidding Document.
- 1.4.19** It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and the Purchaser will entertain no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder except under force majeure as described in this document.
- 1.4.20** The Bidder shall be deemed to have satisfied itself fully before Bid submission as to the correctness and sufficiency of its Bids for the contract and price / cost quoted in the Bid to cover all obligations under this Bid Process.
- 1.4.21** It must be clearly understood that the Terms / Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.
- 1.4.22** The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

Primary Contact

Name: Mr. Muhammad Arif
Designation: Assistant (Admin)
Contact No: 042 99232360

Secondary Contact

Name: Mrs. Saba Zahid
Designation: Deputy Director (Admin)
Contact No: 04299232357
Email: sabakhawaja95@hotmail.com

- 1.4.23** Bidders should note that during the period from the receipt of the bid and until further notice, all queries should be communicated via the Primary Contact and in writing only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.
- 1.4.24** Bidders are also required to state, in their proposals, the name, title, contact number (s) (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- 1.4.25** The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
- 1.4.26** Failure to supply required services within the specified time period will invoke penalty as specified in this document.

TERMS AND CONDITIONS OF THE BID

1.5 Definitions

In this document, unless there is anything repugnant in the subject or context:

- 1.5.1** "Authorized Representative" means any representative appointed, from time to time, by the Purchaser and the Bidder/ Contractor.
- 1.5.2** "Bidder" means the interested Firm/ Company that may provide or provides related printed material to any of the public/ private sector organization under the contract and has registered for the relevant business thereof.
- 1.5.3** "Commencement Date of the Contract" means the date of issuance of Letter of Acceptance to the Contractor from the Purchaser.
- 1.5.4** "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 1.5.5** "Successful Contractor/ Vendor" means the Bidder whose bid has been accepted and awarded Letter of Acceptance followed by the signing of Contract.
- 1.5.6** "Contractor/ Vendor" means the Bidder whose bid has been accepted and awarded Letter of Acceptance followed by the signing of Contract.
- 1.5.7** "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 1.5.8** "Day" means calendar day.
- 1.5.9** "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies.
- 1.5.10** "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 1.5.11** "Prescribed" means prescribed in the Bid Document.
- 1.5.12** "Purchaser" means the Punjab Social Protection Authority (PSPA) or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.
- 1.5.13** "Services" means "Group Health Insurance Services" which the Firm is required to supply/provide to the Purchaser under the Contract.
- 1.5.14** "Works" means work to be done by the Contractor under the Contract.
- 1.5.15** "Written" means written in form of email or hard copy.

1.6 Notice

In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor and the Purchaser, the same shall be:

- 1.6.1** In writing;
- 1.6.2** Issued within reasonable time;
- 1.6.3** Served by sending the same by email/ courier to their principal office in Pakistan or such other address as they shall notify for the purpose; and

1.6.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

1.7 Tender Scope

PSPA, (hereinafter referred to as "the Purchaser") invites / requests Proposals (hereinafter referred to as "the Proposals") for procurement of services for health insurance for its employees of the below mentioned specs. The purpose of this document is to delineate the requirements for a potential Health Insurance service provider to serve/provide health insurance coverage to PSPA employees.

1. To provide hospitalization insurance coverage of all employees (as per the list attached in the bid document Annex-A) and their dependents (spouse, parents and children).
2. Initial health coverage/agreement is for the period of 03 years which may be renewed further (total tenure of the contract is three years renewable annually) based on the satisfactory performance of the firm and mutual consent of both the parties.
3. Hospitalization coverage In-patient / Out-patient as per list of medical treatments that must be ensured but not limited to In-patient / Out-patient hospitalization coverage as per the list of medical treatments below.
4. 24/7 availability of customer care for emergencies and dispute resolution through dedicated lines.

List of medical treatments that must be ensured but not limited to:

IN-PATIENT HOSPITALIZATION COVERAGE / OUTPATIENT COVERAGE:

Any treatment required during the in-patient hospitalization including the following but not limited to:

- Daily Room & Board charges including meals of patients
- ICU, CCU & NCU charges
- Specialist (consultation) charges / RMO charges / Nursing Charges / ER charges / Recovery room charges
- Surgeon / Operation Fee
- Anesthetist fee / Anesthetist charges
- Operation Theater Charges / Rehabilitation Charges
- Medicines & Drugs, and Surgical Supplies during the hospitalization
- Diagnostics Tests
- Vaccines or other therapeutic substances, and Implants declared essential for the recovery of the patient as prescribed/recommended by the attending physician during hospitalization.
- Blood & Oxygen
- Ventilators and Allied Services
- Kidney Dialysis / Blood Transfusion.
- Cancer Treatment (Chemo / Radio therapy)
- Daycare surgeries / Investigations
- All investigations including lab tests, Radiology, ultrasounds, etc., required during the hospitalization
- Specialized Investigations MRI, CT scan, Thallium scan, Angiography, Endoscopies & Biopsies, even if prescribed as OPD

- Organ Transplant (excl. cost of organ)
- Fractures and Lacerated Wounds
- Miscellaneous charges including Local road ambulance charges
- Emergency dental treatment due to accidental injuries
- Medical Emergencies leading towards hospitalization
- Congenital Birth Defects for newly born & current children
- Pre 30 & post 30 days OPD expenses related to hospitalization
- Overseas Accidental / Medical emergencies to be reimbursed as per benchmark of AKUH

All diseases including following but not limited to:

- Management of acute myocardial infarction (heart attack),
- Coronary artery heart by-pass
- Cerebrum Vascular Accidents (CVA Stroke)
- Strokes of any type
- Sugar and related treatment
- Hip bone replacement
- Management of all type of Malignancies cancer including chemotherapy, radiotherapy
- Management of Renal Failure, including Dialysis
- Major transplant
- Major burns
- Liver Cirrhosis
- Paralysis
- Brain Tumor
- Hepatitis "B" & "C"
- Thalassemia
- Knee Replacement
- Cataract surgery
- Tuberculosis
- Diagnostic D&Cs

Maternity Coverage:

- Gynecologist's fee
- Labor Room / Operation Theater charges
- Anesthetist fee
- Miscarriage
- Medicines
- Diagnostic tests
- Baby's Nursing Care
- Epidural & Circumcision charges
- Daily room rent charges & patient meals charges
- Normal deliveries, complicated deliveries, multiple births
- Childbirth from Cesarean Section
- Charges for baby's nursing care / incubator
- Antenatal and postnatal hospitalizations
- Miscarriages resulting into D&C
- Carried D&E or any other procedure required in case of life saving purpose
- Pre-natal nine month & post-natal 30 days

Exclusions:

- Planned Overseas treatment
- Dental examinations, x-rays, extractions / surgical extractions, fillings and general dental care.
- Charges for phone calls, attendant/guest meals during hospitalization and private nursing etc. will not be admissible.
- Expenses pertaining to any cosmetic treatment will not be admissible.
- Facilities availed in excess of room entitlement will be borne by the employee
- Tests or treatment related to contraception or sterilization is not admissible.
- Expenses incurred as an organ donor are inadmissible.
- Any medical instrument/device as prescribed at the time of discharge for patient recovery e.g. Nebulizer Device, Sugar test device, etc., are not covered.
- Self-inflicted injury including attempt at suicide, abuse of alcohol, drug addiction or abuse, sexually transmitted disease and any treatment or test in connection with Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related to conditions or diseases.
- Infertility, fertility or menopause related treatments
- Experimental, unproven or unregistered treatment
- Professional sports
- War or natural calamity
- Corrective Surgery
- Gender re-assignment
- Treatment for obesity

Other Required Services:

- Declared or un-declared Pre-Existing Conditions (PEC) are fully covered for all lives under all benefits.
- Health Questionnaire Forms are not required to declare any medical condition to the insurance company.
- Only doctor's prescription and bills in original are required for reimbursement in case of outpatient claims.
- Hospital, OPD and Major Medical Care for employees, parents & spouses.
- Medicines, X-rays and other tests are also included in Outpatient claims as well.
- Parents claims are covered irrespective of their age.
- Flexibility of getting non-panel hospitals on panel.
- No deductions or comparison for re-imburement on panel or non-panel hospitalization.
- No pre-authorization is required from the insurance company directly by the PSPA/employee of PSPA.
- Ambulance charges should be covered from hospitalization benefit.
- Awareness sessions at PSPA Head Office (if required).

The claims will be according to the following categories of benefits assigned as per the upper limit of the hospitalization and maternity of the employees and their parents:

Table

CLASS	Employees Grade	LIMITS OF BENEFITS				
		Daily Room & Board (Sub-limit)	HOSPITALIZATION		MATERNITY	
			Outpatient Medical Cover	Annual Limit / Major Medical Cover	Normal / Assisted Forceps Delivery	Caesarean / Multiple Births / Ectopic Pregnancy
Amount in Rupees						
A	CEO, DCEO	8,000	125,000	600,000	100,000	200,000
B	CFO, Directors	6,000	100,000	500,000	70,000	140,000
C	General Managers	5,000	75,000	350,000	50,000	100,000
D	All Others	3,000	50,000	250,000	50,000	100,000

1.8 Bid Eligibility / Qualification / Evaluation Criteria

Eligible Bidder is a Bidder who:

- 1.8.1** Is an active taxpayer of National Tax (NTN) and General Sales Tax (GST) / Punjab Sales Tax (PST) (if applicable);
- 1.8.2** Has submitted bid security amounting to Rs. 175,000/- for bidding for the services of Health Insurance (5% of the estimated price of Rs. 3,500,000/-) in form of a Pay Order / CDR / Demand Draft in favour of Punjab Social Protection Authority (PSPA) as per bid security clause of Punjab Procurement Rules 2014 (amended till date), which states that a procuring agency may require the bidders to furnish a bid security not exceeding five *per cent* of the estimated price of procurement.
- 1.8.3** Bidder should have 05 years or above experience of handling Health Insurance portfolio in Pakistan.
- 1.8.4** The bidder must have a minimum of Rs. 500 Million annual revenue per year for last three consecutive years. Bidders MUST provide audited financial statements for last 03 years as documentary evidence to support this criterion.
- 1.8.5** Bidder must have minimum health insurance portfolio of PKR 300 million in Pakistan.
- 1.8.6** Bidder i.e. Insurance Company must have minimum PACRA/JCR-VIS long term rating of A with Stable outlook. Bidder should provide relevant documentation to support this requirement.
- 1.8.7** Bidder must have 05 or more group/corporate client portfolio in Pakistan with minimum 500 employees each. Bidders must provide supporting documents to support this clause, which may include but not limited to Purchase Order, Purchase Agreement, and Client Certificates or in the form of similar documents.
- 1.8.8** Minimum number of hospitals for IPD credit facility should be 150 or more in Pakistan.
- 1.8.9** Company should have own Dept. for processing of claims, case management and endorsement management.
- 1.8.10** Bidders must have an existing 24/7 customer service center available via UAN / toll free number. Bidders should provide detailed information regarding 24/7 Customer service available through call center.
- 1.8.11** Minimum number of full-time doctors (within health insurance department) should be 5 or more in all major cities of Pakistan. Bidders should provide profile of doctors within the technical proposal.
- 1.8.12** Bidder must meet all scope/terms of reference documented in this proposal.
- 1.8.13** Does not apply in the capacity of Joint Venture;
- 1.8.14** Has purchased Bidding Document from the office of Deputy Director (Admin) only, on cash payment of Rs. 1000/- (nonrefundable).
- 1.8.15** Has not been blacklisted by any of the Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.

Note: Bidders must provide documentation with respect to above mentioned eligibility criteria. In case, documents are not provided by bidders along with technical proposal, PSPA reserves the rights to reject the proposal from further evaluation.

Bidders are also required to submit the HR's stamped copy of RFP along with their technical proposals. In case, this requirement is not met, PSPA will exclude bidder's proposal from technical evaluation.

1.9 Cost Related to Tender Preparation and Submission

The Bidder shall bear all costs / expenses associated with the preparation and submission of the Bid (s) and the Purchaser shall in no case be responsible / liable for those costs / expenses.

1.10 Examination of the Bid Document

The Bidder is expected to examine the Bid Document, including all instructions and terms and conditions.

1.11 Clarification of the Bid Document

The Bidder may require further information or clarification of the Bid Document. The clarification and its replies will be shared with all prospective bidders.

1.12 Amendment of the Bid Document

- 1.12.1** The Purchaser may, at any time prior to the deadline for submission of the Bid, at its own initiative or in response to a clarification requested by the Bidder (s), amend the Bid Document, on any account, for any reason. All amendment (s) shall be part of the Bid Document and binding on the Bidder (s).
- 1.12.2** The Purchaser shall notify the amendment(s) in writing to the prospective Bidders as per Punjab Procurement Rules, 2014 (amended till date).
- 1.12.3** The Purchaser may, at its exclusive discretion, amend the Bid Document to extend the deadline for the submission of the Bid as per Rule-29 of Punjab Procurement Rules, 2014.

1.13 Preparation / Submission of Bid

- 1.13.1** The Bid and all documents relating to the Bid, exchanged between the Bidder and the Purchaser, shall be in English.
- 1.13.2** The bid shall be filled in / accompanied by the prescribed Forms, Annexures, Schedules, shall be typed, completely filled in, stamped and signed by the Bidder or his authorized representative. The original stamped / signed Bid documents shall be submitted with Technical Proposal.

1.14 Technical Proposal shall comprise the following

- 1.14.1** Executive Summary
- 1.14.2** Company Profile
- 1.14.3** List of complete current clients of health Insurance.
- 1.14.4** List of 05 current clients of similar/greater portfolio for reference check with contact information.
- 1.14.5** Name of Authorized person/Account Manager.
- 1.14.6** Claim forms for In-Patient and Out-Patient.
- 1.14.7** Endorsement forms for addition, deletion, revision or correction.
- 1.14.8** List of Day-Care Procedures/Surgeries under hospitalization benefits.
- 1.14.9** List of Specialized Investigations under hospitalization benefits.
- 1.14.10** Annexure – Evidences
 - 1.14.10.1** GST/NTN Certificate.
 - 1.14.10.2** Membership / Partnership Certificate
 - 1.14.10.3** Organization's establishment / Certificate of incorporation

- 1.14.10.4** Similar Assignments and References.
- 1.14.10.5** Audited financial statements for last 03 years.
 - 1.14.11** Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. **(Annexure-B)**
 - 1.14.12** Affidavit (Integrity Pact) **(Annexure-C)**
 - 1.14.13** Undertaking (all terms & conditions and qualifications listed anywhere in this Bid document have been satisfactorily vetted) **(Annexure-D)**
 - 1.14.14** Duly signed and stamped copy of this tender document to ensure that the participating firm / vendor / contractor has read the tender document and tender notice and fully agrees with all the terms and conditions mentioned therein (Only the copy of the signed and stamped tender document issued by PSPA to a representative of the participating bidder shall be accepted. The copy uploaded on PPRA website is just for information purposes and will not be accepted.
 - 1.14.15** Copy of Tender Document purchase slip.
 - 1.14.16** Evaluation criteria is at **Annexure-E**.

1.15 Financial Proposals shall comprise the following

- 1.15.1** Bid Submission Form **(Annexure-F)**
- 1.15.2** Price Schedule **(Annexure-G)**

1.15.3 The Firm shall seal the Technical Proposal in an envelope duly marked as under:

Technical Proposal for

Bid No. [Number of Bid & Title]
[Name of the Purchaser]
[Address of the Purchaser]

[Name of the Firm]
[Address of the Firm]
[Phone No. of the Firm]

1.15.4 The Firm shall seal the Financial Proposal in an envelope duly marked as under:

Financial Proposal for

Bid No. [Number of Bid & Title]
[Name of the Purchaser]
[Address of the Purchaser]

[Name of the Firm]
[Address of the Firm]
[Phone No. of the Firm]

1.15.5 The Firm shall seal the Financial Proposal in an envelope duly marked as under:

Financial Proposal for

Bid No. [Number of Bid & Title]

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Firm]

[Address of the Firm]

[Phone No. of the Firm]

1.15.6 The Firm shall seal the Technical and Financial Proposal in an outer envelope duly marked as under:

Strictly Confidential

Technical and Financial Proposal for

Bid No. [Number of Bid & Title]

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Firm]

[Address of the Firm]

[Phone No. of the Firm]

1.15.7 The Bid shall be dropped in the prescribed Bid Box placed at the Purchaser's office not later than 11:00 AM on the last date of submission of bids. No late bid shall be accepted.

1.15.8 This is made obligatory to affix authorized signatures with official stamp on all documents, annexure, copies, certificates, letters, forms and all relevant documents as part of the bids submitted by the Bidder.

1.16 Bid Price

The quoted price shall be:

- 1.16.1** Best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
- 1.16.2** In Pak Rupees;
- 1.16.3** Inclusive of all taxes, duties, levies, labor, transportation, complementary costs associated with the provision of services, etc. (whichever is applicable);
- 1.16.4** If not specifically mentioned in the Bid, it shall be presumed that the quoted price is as per the above requirements.
- 1.16.5** Technical proposal should not contain any mention of prices. Price Schedule shall only be submitted with the sealed financial Proposal (**Annexure-G**).
- 1.16.6** Bid with the lowest price will be awarded the contract.
- 1.16.7** Any change in Government duties or taxes shall be borne by the successful bidder
- 1.16.8** The Bid shall be checked for any arithmetic errors which shall be rectified, as follows:
 - 1.16.8.1** If there is a discrepancy between the amount in figures and the amount in words for the Total Bid Price entered in the Bid Form, the amount, which tallies with the Total Bid Price entered in the Price Schedule, shall govern.
 - 1.16.8.2** If there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
 - 1.16.8.3** If there is a discrepancy in the actual sum of the itemized total prices and the total bid price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
 - 1.16.8.4** The Bid price as determined after arithmetic corrections shall be termed as the Corrected Total Bid Price, which shall be binding upon the Bidder.
 - 1.16.8.5** Adjustment shall be based on corrected Bid Prices. The price determined after making such adjustments shall be termed as Evaluated Total Bid Price.
 - 1.16.8.6** The cost of making good any deficiency resulting from any acceptable, quantifiable variations and deviations from the terms and conditions of the Contract / Technical Specifications, shall be added to the corrected Bid Price for comparison purposes only. No credit shall be given for offering delivery period earlier than the specified period.
 - 1.16.8.7** The Bidder shall state the Bid Price for the payment terms outlined in the Conditions of Contract will be considered for the evaluation of the Bid.
 - 1.16.8.8** The lowest evaluated Bidder may offer voluntary discounts for items which shall be taken into account in the evaluation of the Bids so as to determine the Bid offering the aggregate lowest evaluated cost for the Purchaser in deciding award(s) for the whole bid.

1.17 Bid Security

The bidder shall furnish the Bid Security as under:

- 1.17.1** Denominated in Pak rupees and shall be in the form of Call Deposit Receipt (CDR) / Demand Draft (DD) / Purchase Order (PO) in the name of Punjab Social Protection Authority (PSPA).
- 1.17.2** Shall amount Rs. 175,000/- for bidding of Health Insurance Services (5% of the **estimated price** of Rs. 3,500,000/- of the procurement) as per bid security clause of Punjab Procurement Rules 2014 (amended till date) which states that a procuring agency may require the bidders to furnish a bid security not exceeding five per cent of the estimated price of procurement;
- 1.17.3** Having a minimum validity period of six months from the last date for submission of the Bid or until furnishing of the Performance Guarantee, whichever is later;
- 1.17.4** The bid security shall be returned to the Technically Disqualified Bidder(s) on a formal request with only their unopened / sealed financial bid. The Bid Security shall be returned to the Technically Qualified Bidder(s) on a formal request without their technical and financial bid. Bid security of successful bidder shall be returned upon furnishing the Performance Guarantee after a formal request;
- 1.17.5** Bid security will not be adjustable against any payment or performance guarantee;
- 1.17.6** Punjab Social Protection Authority is not responsible for paying any interest / benefit on the amount submitted as bid security against this tender that could accumulate in the same period by investing / depositing in any bank or any other such institution / organization;
- 1.17.7** Bid security submitted by a bidder may be forfeited if:
 - 1.17.7.1** The bidder has found involved in the concealment of facts.
 - 1.17.7.2** Any false / misleading information is provided in the submitted bid.
 - 1.17.7.3** Bidder backs out from fulfilling the obligations of bid after opening of the bid.

1.18 Bid Validity

The Bid shall have a minimum validity period of one hundred and twenty (180) days from the last date for submission of the Bid. The Purchaser may solicit the Bidder's consent to an extension of the validity period of the Bid. The request and the response thereto shall be made in writing. If the Bidder agrees to extension of validity period of the Bid, the validity period of the Bid Security shall also be suitably extended. The Bidder may refuse extension of validity period of the Bid, without forfeiting the Bid security as per **Clause 28 (4) (c)** (amended till date).

1.19 Modification/ Withdrawal of the Bid

- 1.19.1** The Bidder may, by written notice served on the Purchaser, modify or withdraw the Bid after submission of the Bid, prior to the deadline for submission of the Bid.
- 1.19.2** The Bid, withdrawn after the deadline for submission of the Bid and prior to the expiration of the period of the Bid validity, shall result in forfeiture of the Bid Security.

1.20 Clarification of the Bid

The Purchaser has the right, at his / her exclusive discretion, to require, further information or clarification of the Bid, from any or all the Bidder(s). The procuring agency may, if necessary, after the opening of the bids, seek and accept such clarifications of the bid as do not change the substance of the bid as per Rule 35 (2) of Punjab Procurement Rules (amended till date). No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Bid. Acceptance of any such correction is sole discretion of the purchaser.

1.21 Determination of Responsiveness of the Bid

The Purchaser shall determine the substantial responsiveness of the Bid to the Bid Document, prior to the Bid evaluation, on the basis of the contents of the Bid itself without recourse to extrinsic evidence. A substantially responsive Bid is one which:

- 1.21.1** Meets the eligibility criteria given herein this bid document;
- 1.21.2** Offers fixed price for all services as per Price Schedule;
- 1.21.3** Conforms to all terms and conditions of the Invitation to Bid (Tender Notice) and bid Document, without material deviation or reservation;
- 1.21.4** A material deviation or reservation is one, which affects the scope, quality of services or limits the Purchaser's rights or the Bidder's obligations under the Contract.
- 1.21.5** The Bid determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation.

1.22 Rejection of the Bid

The Purchaser may reject all bids or proposals at any time prior to the acceptance (issuance of Acceptance Letter). The Purchaser shall upon a written request communicate to any bidder, the grounds for its rejection of all bids or proposals but shall not be required to justify those grounds. The Purchaser shall incur no liability, solely, by virtue of rejection of bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014). The Bid shall be rejected if it is:

- 1.22.1** Substantially non-responsive in a manner prescribed in this document especially to the clause '**Determination of Responsiveness of the Bid**'; or
- 1.22.2** Submitted in other than prescribed forms, annexes, documents by other than specified mode and language; or
- 1.22.3** Incomplete, partial, conditional, alternative, late; or
- 1.22.4** The Bidder has conflict of interest with the Purchaser; or
- 1.22.5** The Bidder tries to influence the Bid evaluation/ Contract award; or
- 1.22.6** The Bidder engages in corrupt or fraudulent practices in competing for the Contract award;
- 1.22.7** The Bidder fails to meet the requirements of Bid Eligibility / Qualification Criteria;
- 1.22.8** The Bidder fails to meet the Technical and financial evaluation of Proposal;
- 1.22.9** There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity, inconsistency, informality or irregularity in the submitted bid.

1.22.10 The Bidder submits any financial condition as part of its bid, which is not in conformity with bid document.

1.23 Technical and Financial Evaluation of Proposal

The Bidders who have duly complied with the Bid Eligibility / Qualification Criteria will be eligible for further processing.

1.23.1 During the technical evaluation no amendments in the technical proposal shall be permitted.

1.23.2 On the basis of technical evaluation results, the financial proposal of only technically responsive bidders (qualified bidders) will be opened in the presence of their Representatives who choose to attend.

1.23.3 The Bidders conforming to terms and conditions of this bid document will be considered for financial evaluation.

1.23.4 After evaluation of the technical proposals, financial proposals of the technically accepted bids will be opened, publicly at a time, date and venue which will be announced and communicated to the bidders in advance, within the bid validity period.

1.23.5 Financial proposals of technically non-responsive vendors will be returned unopened in sealed status.

1.23.6 Bidder with the lowest quote shall be awarded the contract. Low prices for some services in the price schedule (Annex-G) do not qualify the bidder for winning against those services. For awarding the contract lowest price of the gross premium in total would be considered.

1.23.7 A bidder cannot bid for partial services.

1.24 Award Criteria

1.24.1 The eligible bidder / Bidder fulfilling the qualification and technical evaluation criteria will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities

1.25 Acceptance Letter

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Purchaser shall issue the Acceptance Letter to the successful Bidder, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of Punjab Procurement Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Bid, which shall constitute a contract, until execution of the formal Contract. Work Order will be issued after the issuance of Acceptance Letter subject to submission of performance guarantee and signing of contract.

1.26 Redressal of Grievances by the Procuring Agency

The Purchaser has constituted a committee comprising odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

1.26.1 Any bidder feeling aggrieved by any act of the Purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.

- 1.26.2** The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 1.26.3** Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

TERMS & CONDITIONS OF THE CONTRACT

WITH

PUNJAB SOCIAL PROTECTION AUTHORITY

&

PROCUREMENT OF HEALTH INSURANCE SERVICES

[Name of Contractor]

Dated:

This CONTRACT AGREEMENT (this "Contract") made as of the _____ day of _____ 2019 between **Punjab Social Protection Authority** (the "Purchaser"), on the one part,

and

M/S. _____ on the other part severally liable to the Purchaser for all of the Contractor's obligations under this Contract and is deemed to be included in any reference to the term "the Contractor."

RECITALS

WHEREAS,

- (a) The Purchaser intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the services as described in the contract.
- (b) The Purchaser has requested the Contractor to provide certain supply of Services as described in Bid Document; and
- (c) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

- 1. The Contractor hereby covenants with the Purchaser to supply the services and to remedy damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.
- 2. The Contractor agrees, to indemnify and hold harmless the purchaser against damages, liabilities and costs arising from the negligent acts of the contractor in the performance of services under this Agreement
- 3. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Services and remedying of damage therein.
- 4. The following shall be deemed to form and be read and construed as part of this Contract:
 - a. The Bid Document
 - b. Terms and Conditions of the Contract
 - c. Bidder's Proposal

- d. The Technical Specifications
- e. Bid Form
- f. Price Schedule
- g. Affidavit(s)
- h. Performance Guarantee

4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For

**Punjab Social Protection Authority
(PSPA):**

Name: Mrs. Saba Zahid
 CNIC Number: 35202-2293535-0
 Designation: Deputy Director (Admin)
 Address: PSPA, 72- Garden Block,
 New Garden Town, LHR

Signature: -----

Thumb Impression: -----

M/S. _____

Name: _____
 CNIC Number: -----
 Designation: -----
 Address: -----

Signature: -----

Thumb Impression: -----

WITNESSES

(First Party)

Name: (As per CNIC) -----
 CNIC Number: -----
 Designation: -----
 Address: -----

Signature: -----

Thumb Impression: -----

(Second Party)

Name: (As per CNIC) -----
 CNIC Number: -----
 Designation: -----
 Address: -----

Signature: -----

Thumb Impression: -----

GENERAL CONDITIONS OF CONTRACT

1.27 Contract

The Purchaser shall, after receipt of the Performance Guarantee from the successful Bidder, send the Contract provided in the Bid Document, to the successful Bidder. Within five working days of the receipt of such Contract, the Bidder shall sign and date the Contract and return it to the Purchaser.

1.28 Contract Duration

The Contract period will be for three (03) years, from the date of signing of the contract or until the completion of claims period whichever comes later and is extendable further upon satisfactory performance of the contractor.

1.29 Contract Documents and Information

The Contractor shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

1.30 Contract Language

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Purchaser, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

1.31 Standards

The Services supplied provided under this Contract shall conform to the authoritative latest industry standards.

1.32 Patent Right

The Contractor shall indemnify and hold the Purchaser harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Services or any part thereof.

1.33 Performance Guarantee

The successful contractor shall furnish Performance Guarantee as under:

- 1.33.1** After the receipt of the Acceptance Letter from the Purchaser till the time of signing of contract;
- 1.33.2** In the form of a CDR/ Pay Order/ Demand Draft in favour of PSPA, issued by a scheduled bank operating in Pakistan;
- 1.33.3** For a sum equivalent to 10% (*Ten Per cent*) of total value of the Contract;
- 1.33.4** In Pak Rupees;
- 1.33.5** Have a minimum validity period of (6) six months from the date of Award / Notification or until the date of completion of the task, whichever is later;
- 1.33.6** Will be retained for a period until successful delivery of services or the warranty period whichever comes later;
- 1.33.7** Performance guarantee will not be adjustable against any payment;
- 1.33.8** The contractor shall cause the validity period of the Performance Guarantee to be extended for such period(s) as the contract performance may be extended.
- 1.33.9** Punjab Social Protection Authority is not responsible to pay any interest / benefit on the amount submitted as Performance Guarantee against this tender that could accumulate in the same period by investing/ depositing in any bank or any other such institution/ organization;
- 1.33.10** The proceeds of the Performance Guarantee may be payable to the Purchaser, on occurrence of any/ all of the following conditions:
 - 1.33.10.1** If the contractor commits a default under the Contract;
 - 1.33.10.2** If the contractor fails to fulfill any of the obligations under the Contract;
 - 1.33.10.3** If the contractor violates any of the terms and conditions of the Contract.

1.34 Delivery

- 1.34.1** The successful bidder shall provide the services within 15 days of signing of contract.
- 1.34.2** The Contractor shall ensure that the Services shall be delivered complete and as per schedule of delivery. If it shall appear to the Purchaser that the Services have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, it may require the Contractor at the expense of the Contractor to dispatch the right items of the Services thereof and the contractor can demand extension of delivery period with proper justification of reasoning in writing.
- 1.34.3** The Contractor shall ensure to get signed “Satisfactory Service Receipt Note” from Purchaser Representative upon successful discharge of Services.
- 1.34.4** The Contractor shall provide the required Services as is sufficient to prevent the damage or deterioration during storing and transit to their final destination as indicated in the Contract.
- 1.34.5** The Services shall remain at the risk and under the physical custody of the Contractor until the delivery and taking over of the Services is completed.

1.35 Services Completion Certificate

The Purchaser will issue Services Completion Certificate to the Contractor on a formal request upon successful completion of delivery of services, which the Contractor is liable to provide in consideration of this Contract.

1.36 Payment

- 1.36.1** The Contractor shall provide separate breakup of item-wise services in the invoice.
- 1.36.2** Payment for Group Health Insurance will be based on yearly basis of services to insured according to the following schedule:

PAYMENT DETAILS			
Sr. #	No. of Payment	Time of Payment	Payment Percentage
1	First	Initially	50 %
2	Second	After six months	30 %
3	Third	At the end of the contract	20 % With adjustments of additions/deletions (if any)

- 1.36.3** All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.
- 1.36.4** The Purchaser will not be responsible for any erroneous calculation of tax rates. However, any change in rates or structure of applicable taxes after bid submission date shall be adjusted in the price and shall be borne by the Purchaser.

1.37 Price

The Contractor shall not charge prices for the Services supplied and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

1.38 Contract Amendment

- 1.38.1** The Purchaser may at any time, by written notice served to the Contractor, alter or amend or extend the contract for any identified need / requirement in the light of prevailing rules and regulations.
- 1.38.2** The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor.
- 1.38.3** The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- 1.38.4** No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

1.39 Assignment / Subcontract

- 1.39.1** The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.
- 1.39.2** The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the task under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the task under the contract.

1.40 Extensions in time for performance of obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the Contractor's time for performance of its obligations under the Contract.

1.41 Liquidated Damages

If the Contractor fails to provide the required Services as is sufficient to prevent the damage or deterioration of Services during storing as indicated in the Contract, the Purchaser may either deduct the amount from the Contract Price or the contractor shall pay the purchaser the amount equal to the original cost of the damaged/lost Services due to any reason e.g. Accident, rain, damage and theft etc. If the Contractor fails to provide any item within delivery time, 0.05 % of the total payment will be imposed as penalty per day. The period of liquidated damages will expire in 30 days, after which PSPA may cancel work order and forfeit performance guarantee. After the confiscation of performance guarantee and cancellation of work order, vendor will not claim any payment whatsoever. In case of unreasonable delay in the provision of services or in case of unsatisfactory quality of services, PSPA reserves the right to forfeit the performance guarantee and cancel the work order and vendor will not claim any payment whatsoever. PSPA might also blacklist and debar the contractor from participating in public procurements in case of unnecessary delay in the execution of contract or on provision of unsatisfactory/unprofessional quality of services.

1.42 Blacklisting

The purchaser may, for a specified period, debar a bidder or contractor from participating in any public procurement process of procuring agency, if the bidder or contractor has:

- (a) Acted in a manner detrimental to the public interest or good practices;

- (b) Consistently failed to perform his/her obligation under the contract;
- (c) Not performed the contract up to the mark; or
- (d) Indulged in any corrupt practice.

1.43 Termination for Default

1.43.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.

1.43.2 If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner, as it deems appropriate, Services similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

1.44 Termination for Convenience

1.44.1 The Purchaser may, at any time, by written notice served on the Contractor, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.

1.44.2 The services, which are complete or to be completed by the Contractor, within seven working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Services, the Purchaser may elect:

1.44.2.1 To have any portion thereof provided; and / or

1.44.2.2 To cancel the remainder and pay to the Contractor an agreed amount for partially completed Services, together with a reasonable allowance for overhead and profit.

1.45 Termination for Insolvency

If the Contractor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

1.46 Force Majeure

For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

1.46.1 The Contractor shall not be liable for liquidated damages, blacklisting for future Bids, if and to the extent his failure / delay in performance / discharge of obligations under the Contract is the result of an event of Force Majeure.

1.46.2 If a Force Majeure situation arises, The Contractor shall, by written notice served on The Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

1.46.3 Force Majeure shall not include

1.46.3.1 Any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor

1.46.3.2 Any event which a diligent Party could reasonably have been expected to both

1.46.3.3 Take into account at the time of the conclusion of this Contract and

1.46.3.4 Avoid or overcome in the carrying out of its obligations here under.

1.46.4 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

1.47 Dispute Resolution

1.47.1 The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

1.47.2 If after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Firm have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred to Arbitration Committee, which will be constituted by Deputy Chief Executive Officer, PSPA with one representative of the Firm. The decision of Arbitration Committee shall be final and binding on both the parties.

1.48 Statutes and Regulations

1.48.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.

1.48.2 The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.

1.49 Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed, make inquiries on income tax to the concerned authorities of Income Tax.

1.50 Contract Cost

The Contractor shall bear all costs/ expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible/ liable for those costs/ expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt. rules and regulations for signing of the formal contract.

1.51 Authorized Representative

1.51.1 The Purchaser or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any/ all of the duties/ authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

1.51.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser or the Contractor.

1.51.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

1.51.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though the Principal had given it.

1.51.5 If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser, the Contractor may refer the matter to the Purchaser who shall confirm, reverse or vary such decision or instruction.

1.52 Waiver

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

SPECIAL STIPULATIONS (BID DATA SHEET)

SPECIAL STIPULATIONS (BID DATA SHEET)		
For ease of Reference, certain special stipulations are as under:		
Reference	Description	Details
Clause 1.3	Bidding procedure	Single stage – Two Envelope Procedure
Clause 1.4.1	Last date and time for the Submission of bidding document.	11:00 am on 21-01-2020 at 72, Garden Block, New Garden Town, Lahore
Clause 1.4.2	Date, time and venue of opening of technical proposals	12:00 pm on 21-01-2020 at 72, Garden Block, New Garden Town, Lahore
Clause 1.13	Bid Price	Should be best and final prices including all applicable taxes as no negotiations on the prices are allowed.
Clause 1.14	Bid Security	The Contractor shall furnish the Bid Security in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Punjab Social Protection Authority for amounts mentioned in the bid document.
Clause 1.15	Bid validity period	180 Days
Clause 1.30	Performance Guarantee	10% of Contract Value
Clause 1.31	Delivery	Within 15 days
Clause 1.38	Liquidated damages for failure / delay in supply of Services and Services by the Contractor	If the contractor fails to deliver the services in time as specified in the scope of work. 0.05% of the quoted price per day shall be imposed as penalty. Further, failure to meet the required quality standards / specifications will appeal financial deduction that may be up-to performance guarantee submitted.
Clause 1.4.9	Contact Person for Communication:	Mrs. Saba Zahid Deputy Director (Admin), PSPA, 72, Garden Block, New Garden Town, Lahore

ANNEXURES

ANNEXURE-A

List of employees:

No. Of Employees	No. of Beneficiaries	Names	CNIC	Date of Birth	Designation	Relation	Categories
1	1	Shehansha Faisal Azim	35201-9288169-9	02/01/1971	CEO	Employee	A
	2	Saima Faisal		11/10/1980		Spouse	A
	3	Mahnoor Azim		15/08/2003		Daughter	A
	4	Aman Azim		10/01/2008		Daughter	A
	5	Sheikh Abdul Azim		15/02/1939		Father	A
	6	Shamim Akhtar		15/02/1950		Mother	A
2	7	Waqar Azim	35202-4006459-7	16/05/1972	Director Programs	Employee	B
	8	Jehan Ara Khizar		27/10/1971		Spouse	B
	9	Zuhaa Waqar Azim		24/01/2001		Daughter	B
	10	Muhammad Ismail		02/09/2004		Son	B
3	11	Noman Ahmed Shah	35202-2828393-3	30/12/1975	Director MIS	Employee	B
	12	Asma Batool		10/03/1983		Spouse	B
	13	Alina Fatima		29/12/2015		Daughter	B
4	14	Muhammad Asim	36502-1708372-1	02/07/1980	GM Finance	Employee	C
	15	Sadaf Raiz		13/01/1987		Spouse	C
	16	Muhammad Hadi		11/12/2013		Son	C
	17	Ali Ibrahim		02/06/2015		Son	C
	18	Fatima Asim		13/02/2019		Daughter	C
	19	Nazeer Ahmad		01/01/1957		Father	C
	20	Hameeda Bibi		01/01/1960		Mother	C

5	21	Rehana Afzal	35202-2403613-4	14/02/1976	GM (MER)	Employee	C
	22	Fakhar Raza		01/04/1980		Spouse	C
	23	M. Zaki Ul Husnain		29/10/2010		Son	C
	24	Fasahat Zahra		14/02/2013		Daughter	C
6	25	Aqeel Feroze	35201-1124830-9	22/08/1977	GM MIS	Employee	C
	26	Saliha Anwar		05/10/1983		Spouse	C
	27	Ahmad Feroze		16/02/2008		Son	C
	28	Momina Aqeel		12/05/2011		Daughter	C
	29	Saad Feroze		09/01/2015		Son	C
	30	Muhammad Anwar Choudary		08/09/1945		Father	C
	31	Shagufta Parveen		04/06/1955		Mother	C
7	32	Maliha Batool	35202-1220236-4	08/01/1980	GM CTP	Employee	C
	33	Kashif Tariq Chak		12/10/1981		Spouse	C
	34	Ammyma Kashif Chak		06/12/2014		Daughter	C
	35	Aliza Kashif Chak		29/07/2016		Daughter	C
	36	Syed Zafar Iqbal		30/09/1947		Father	C
8	37	Mian Muhammad Kashif Saeed	42000-9628650-9	15/10/1979	GM Social Policy	Employee	C
	38	Sadia Najeeb		01/01/1983		Spouse	C
	39	Muhammad Musa Kashif		03/02/2019		Son	C
	40	Mian Muhammad Saeed		01/01/1949		Father	C
	41	Rukhsana Saeed		25/12/1960		Mother	C
9	42	Uzair Hassan Khan	12101-8787689-3	10/07/1986	Audit Officer	Employee	D
	43	Warda Uzair Khan		22/02/1992		Spouse	D
	44	Syed Ul Wara Ahmad		16/11/2015		Son	D
	45	Muhammad Ibraheem		10/10/2017		Son	D
	46	Izhar Ul Hassan		17/03/1953		Father	D
	47	Kausar Parveen		17/05/1957		Mother	D

10	48	Abdul waheed	382011-242282-7	04/11/1983	Finance & Accounts Officer	Employee	D
	49	Sadia waheed		04/01/1992		Spouse	D
	50	Abeera Waheed		12/08/2016		Daughter	D
	51	Fatima Waheed		02/06/2018		Daughter	D
	52	Ghulam Muhammad		01/02/1956		Father	D
	53	Kalsoom Begum		01/01/1962		Mother	D
11	54	Junaid Amjad	36601-7641448-3	12/12/1990	Enrollment Officer	Employee	D
	55	Sana Farooq		08/05/1991		Spouse	D
	56	Muhammad Amjad		15/11/1960		Father	D
	57	Gulnaz Amjad		06/10/1964		Mother	D
12	58	Muhammad Najam Ul Bakhat	35200-1418643-5	07/12/1981	Senior Network Administrator	Employee	D
	59	Nazia Roohi		09/05/1974		Spouse	D
	60	Muhammad Saad		14/09/2009		Son	D
	61	Wania Najam		03/03/2013		Daughter	D
	62	Munir Ahmad Anjum		20/12/1952		Father	D
	63	Zubaida Begum		03/03/1953		Mother	D
13	64	Khalid Mahmood Anjum	34103-0511183-5	12/02/1983	Statistical Officer	Employee	D
	65	Sonia Afzal		10/05/1993		Spouse	D
	66	Inshal Zahra		22/04/2016		Daughter	D
	67	Ali Abdullah		25/08/2017		Son	D
	68	Ali Asadullah		17/08/2019		Son	D
	69	Muhammad Aslam		22/03/1953		Father	D
	70	Sadaqat Bibi		01/01/1958		Mother	D
14	71	Daud Zia	35202-9454959-1	05/01/1989	Data Entry Operator	Employee	D
15	72	Khalid Anam	35301-8807699-5	01/01/1992	Data Entry Operator	Employee	D
	73	Abdul Rasheed		01/01/1961		Father	D
	74	Shamshad Bibi		01/01/1967		Mother	D
16	75	Qurban Nabi	35405-0507526-9	06/04/1991	Data Entry Operator	Employee	D
	76	Khadim Hussain		01/01/1940		Father	D
	77	Rashida Bibi		12/02/1961		Mother	D
17	78	Shamim Akhtar	35302-0185273-8	27/11/1984	Telephone Operator	Employee	D

18	79	Usman Ashfaq	35200-3268695-7	29/04/1987	Dispatch Rider	Employee	D
	80	Roha Mehak		22/11/1990		Spouse	D
	81	Minaal Usman		29/04/2015		Daughter	D
	82	Tuba Usman		01/10/2016		Daughter	D
	83	Muhammad Ashfaq		17/10/1955		Father	D
	84	Samina Ashfaq		01/01/1956		Mother	D
19	85	Asad Ali Akbar	33101-1587853-9	04/01/1993	Generator Operator/Electrician	Employee	D
	86	Rashida Parveen		01/01/1985		Spouse	D
	87	Zarya Rehmat		27/09/2014		Daughter	D
	88	Maham Fatima		30/10/2016		Daughter	D
	89	Aiza Asad		05/11/2018		Daughter	D
	90	Muhammad Ahmad		27/10/2019		Son	D
	91	Aziza Bibi		22/02/1965		Mother	D
20	92	Amin Ali	35202-2954838-9	15/05/1982	Naib Qasid	Employee	D
	93	Bushra Hussain		01/04/1982		Spouse	D
	94	Faizan Hussain		01/01/2014		Son	D
	95	Talib Hussain		01/01/1955		Father	D
	96	Munira Bibi		17/11/1960		Mother	D
21	97	Shaan	35102-3216508-3	05/07/1994	Naib Qasid	Employee	D
	98	Muhammad Tufail		01/01/1958		Father	D
	99	Sardaran Bibi		01/01/1978		Mother	D
22	100	Muhammad Asif	35101-9640970-9	02/05/1994	Naib Qasid	Employee	D
	101	Muhammad Hanif		04/01/1959		Father	D
	102	Sureyya Bibi		01/07/1965		Mother	D
23	103	Minhas Hamza	35102-5862826-9	10/10/1994	Naib Qasid	Employee	D
	104	Ameer Hamza		01/01/1964		Father	D
	105	Khursheed Bibi		01/01/1967		Mother	D
24	106	John Paul	35102-4543927-9	26/06/1994	Naib Qasid	Employee	D
	107	Gamma Bibi		01/01/1958		Mother	D

25	108	Jamshaid	35202-3518871-3	01/06/1984	Chowkidar	Employee	D
	109	Bushra		28/09/1987		Spouse	D
	110	M. Ibrahim		04/11/2013		Son	D
	111	Fatima Jamshaid		18/09/2019		Daughter	D
	112	M. Javaid		01/01/1958		Father	D
	113	Balqees Bibi		01/01/1962		Mother	D
26	114	Arshad Nawaz	38301-6420931-5	06/05/1986	Chowkidar	Employee	D
	115	Afia Arshad		04/12/2000		Spouse	D
	116	Ahmad Nawaz		20/03/1958		Father	D
	117	Nazam Bibi		15/02/1962		Mother	D
27	118	Abdul Shakoor	36401-7395457-3	01/01/1988	Chowkidar	Employee	D
	119	Sariya bibi		02/01/1986		Spouse	D
	120	Muhammad Umer		29/09/2012		Son	D
	121	Manzoor Ahmad		05/02/1944		Father	D
28	122	M. Bilal Ahmed	34101-3653463-3	15/04/1992	Chowkidar	Employee	D
	123	Talib Hussain		01/01/1951		Father	D
	124	Fatima Bibi		01/01/1932		Mother	D
29	125	Saim Masih	35202-4700854-3	12/04/1992	Sweeper	Employee	D
	126	Ainy Saim		07/10/1993		Spouse	D
	127	Rachel Rose		11/01/2014		Daughter	D
	128	Erick		20/07/2018		Son	D
	129	Baber		01/01/1956		Father	D
	130	Laveeza		01/01/1969		Mother	D
30	131	Amir Masih	35201-4869635-1	28/01/1997	Sweeper	Employee	D
	132	Baber		01/01/1965		Father	D
	133	Laveeza		01/01/1969		Mother	D
31	134	Zeeshan Masih	35201-8741470-3	14/12/1994	Sweeper	Employee	D
	135	Liaqat Masih		01/01/1970		Father	D
32	136	Shamshad	35202-8708110-5	20/08/1988	Sweeper	Employee	D
	136	Rakhal		19/9/1989		Wife	
	137	Ahtisham		4/1/2016		Son	
	138	Erick		16/2/2018		Son	
	139	Safia Bibi		1/1/1976		Mother	
	139	Irshad		2/1/1970		Father	

33	137	Zill-e-Sibtain	35201-9466706-9	20/11/1985	Senior Clerk	Employee	D
	138	Syeda Muhib Zahra		26/09/1983		Spouse	D
	139	Syed Shahbaz Hussain Gardazi		09/01/1940		Father	D
	140	Syeda Kaneez Zahra		01/01/1944		Mother	D
34	141	Nazir Ahmad Sagar	35102-2656215-1	08/06/1983	Senior Clerk	Employee	D
	142	Rafida Nazir		25/11/1985		Spouse	D
	143	Amina Nazir		07/07/2010		Daughter	D
	144	Hassnain Nazir		11/12/2013		Son	D
	145	Momna Nazir		16/05/2016		Daughter	D
	146	Muhammad Najam Ul Din		18/04/2018		Son	D
	147	Sahib Ud Din		01/01/1957		Father	D
	148	Chand Bibi		01/01/1943		Mother	D
35	149	Ehtisham Ul Haq Basra	35202-0121081-1	02/06/1992	Junior Clerk	Employee	D
	150	Muhammad Iqbal		21/04/1954		Father	D
	151	Mrs. Najma Iqbal		10/03/1961		Mother	D
36	152	Malik Khurram Akram	35201-1355770-3	08/05/1989	Naib Qasid	Employee	D
	153	Samia Khurram		14/10/1992		Spouse	D
	154	Humaira Akram		08/01/1986		Mother	D
37	155	Hafiz Zubair	35202-0831238-1	29/09/1993	Naib Qasid	Employee	D
	156	Bsharat Ali		24/07/1962		Father	D
38	157	Saeed Ahmad	35101-9382704-1	07/11/1995	Naib Qasid	Employee	D
	158	Muhammad Hussain		01/01/1963		Father	D
	159	Ayesha Bibi		01/01/1960		Mother	D

ANNEXURE-B
(WILL BE ATTACHED WITH TECHNICAL PROPOSAL)

To be submitted on legal stamp paper of Rs. 100/- with Technical Proposal

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are liable to any punitive action for furnishing false information/ documents.

We undertake that our firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.

Dated this _____ day of _____ 2019

Signature

(Company Stamp)

In the capacity of: _____

Duly authorized to sign bids for and on behalf of:

(Attestation by Notary Public/ Oath Commissioner)

ANNEXURE-C

To be submitted on legal stamp paper of Rs. 100/- with Technical Proposal

AFFIDAVIT

(Integrity Pact)

We _____ (Name of the bidder / supplier) _____ being the first duly sworn on oath submit, that Mr. / Ms. _____

(If participating through agent / representative) is the agent / representative duly authorized by _____ (Name of the bidder company) _____ hereinafter called the Contractor to submit the attached bid to the _____ (Name of the Purchaser) _____. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _____ (Name of the Purchaser) _____ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

[The Seller/Supplier/Contractor] 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 the Purchaser and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty / support.

[The Seller/Supplier/Contractor] 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 / support. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the Purchaser under any law, contract or other instrument, be voidable at the option of the Purchaser.

Notwithstanding any rights and remedies exercised by the Purchaser in this regard, [the Seller/Supplier/Contractor] agrees to indemnify the Purchaser for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Purchaser in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by

[The Seller/Supplier/Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Purchaser.

Signature & Stamp

In the capacity of: _____

Subscribed and sworn to me this _____ day of _____ 2019
(Attestation by Notary Public/ Oath Commissioner)

ANNEXURE-D

(WILL BE ATTACHED WITH TECHNICAL PROPOSAL)

FORMAT FOR COVERING LETTER

To

(Name and address of Purchaser)

Subject: _____.

Dear Sir,

- a) Having examined the Bid document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said services on terms of reference to be signed upon the award of contract for the sum indicated as per Price Schedule.
- b) We undertake, if our proposal is accepted, to provide the services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c) We agree to abide by this proposal for the period of 03 Years (as per requirement of the contract) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the (insert name of the Purchaser), incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) We understand that you are not bound to accept a lowest or any bid you may receive, not to justify for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Authorized Signatures with Official Stamp

ANNEXURE-E

Evaluation Score Criteria for Technical Qualification

- Total marks for Technical Proposal: 100 marks
- Bidder shall not be eligible for technical qualification, if they fail to meet any eligibility criteria.
- Minimum qualifying percentage for entering into financial proposal is 70%. Applicant who secured less than 70% will be disqualified and will not be entertained for financial evaluation.

No.	Evaluation Factors & Description	Total Marks	Max Marks
1	Years in Health Insurance Business (min 05 Years)		10 Marks
1.1	05 Years	05	
1.2	07 Years	07	
1.3	10 Years	10	
2	Existing Health Insurance Portfolio (min 300 million)		10 Marks
2.1	300 Million	05	
2.2	500 Million	07	
2.3	750 Million	10	
3	Number of Groups / Clients in Pakistan with coverage of 500 employees each (min 05 groups / clients)		15 Marks
3.1	At least 05 groups / clients	05	
3.2	At least 10 groups / clients	10	
3.3	At least 15 groups / clients	15	
4	Number of panel hospital under credit facility in Pakistan (min 150 hospitals)		15 Marks
4.1	150 hospitals or above	05	
4.2	200 hospitals or above	10	
4.3	250 hospitals or above	15	
5	Company should have own Dept. for processing of claims, case management and endorsement management		05 Marks
5.1	No	00	
5.2	Yes	05	
6	Medical doctors' presence in all major cities of Pakistan.		15 Marks
6.1	05 doctors	05	
6.2	10 doctors	10	
6.3	15 doctors	15	
7	Company should have PACRA/JCR-VIS long term rating A with Stable outlook.		15 Marks
7.1	Long Term rating A with stable outlook	05	
7.2	Long Term rating AA with stable outlook	10	

7.3	Long Term rating AAA with stable outlook	15	
8	Annual Revenue per year (min 500 million)		15 Marks
8.1	500 Million	05	
8.2	750 Million	10	
8.3	1000 Million	15	
TOTAL			100

ANNEXURE-F

(WILL BE ATTACHED WITH FINANCIAL PROPOSAL)

BID SUBMISSION FORM

[Location, Date]

To

_ (Name and address of Purchaser) _

Dear Sir,

We, the undersigned, offer to provide the _____(Insert title of assignment) _____ in accordance with your Bidding Document No. _____ dated _____(insert date) _____. Our attached Bid is for the sum of amount of _____. This amount is inclusive of all taxes.

Our Bid shall be binding upon us up to the expiration of the validity period of the Bid, i.e. for a period of two months.

We also declare that the Government of Pakistan / Punjab has not declared us blacklisted on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Bid Document.

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

We remain,
Yours sincerely,

Authorized Signature (Original)
(In full and initials)

Name and Designation of Signatory
Name of Firm
Address

ANNEXURE-G

Price Schedule / Financial Cost Sheet

Bidders are to provide their financial quotation / bid on Company's letter head.

Sr. No.	Description	Cost (PKR) Inclusive of All Taxes
1	Hospitalization Premium	
2	Maternity Premium	
3	TOTAL PREMIUM	
4	OPD Charges (Admin/FIF/Taxes etc.)	
5	GROSS PREMIUM per Year	

Gross Premium (in words) _____

As per law, agreement of this procurement needs to be signed on a stamp paper with stamp value of 0.35% of the contract value. The bidder will be responsible to provide stamp paper with contract stamp amount.

Rates should be quoted in Pak Rupees and strictly as per the format illustrated above. Bids quoted in formats other than the illustrated format will be rejected. Applicable local taxes shall be paid over and above on actual basis on production of documentary evidence. Bank will not be making any other payment except those mentioned in the commercial bid.

Date

Company Seal & Bidder's Signature