



BIDDING DOCUMENTS

PRO/75/2021

Request for Proposal

for

**Hiring of Group Health Insurance Services
for the Employees of
Pakistan Kidney and Liver Institute & Research Centre
(PKLI & RC)**



Pakistan Kidney & Liver Institute and Research Center

August, 2021



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Important Note:

The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms and conditions, appendixes, annexures, specifications and charts/drawings. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

In case of any conflict of instructions/provisions herein with the Punjab Procurement Act 2009, Amendment Act, Punjab Procurement Rules, 2014 and Amendments up to time to time (“the Rules”), the Rules shall prevail.

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

Applicability of Punjab Procurement Act 2009, Punjab Procurement Rules, 2014 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 received during the completion of the project.



1. INVITATION TO BID

Sealed Bids/Proposals are invited from well-reputed Firms registered with the Income tax and Sales Tax department for **“TENDER FOR HIRING OF HEALTH INSURANCE SERVICES FOR THE EMPLOYEES OF PKLI & RC”**

Interested eligible bidders may get the bidding documents with detailed specifications from PKLI website www.pkli.org.pk/tenders. A tender notice is also available for information and can be downloaded from the websites of www.ppra.punjab.gov.pk and www.pkli.org.pk.

For participation, written application along with original receipt of tender deposit fee of Rs. 1,000/- (non-refundable) under account head **“Pakistan Kidney and Liver Institute and Research Centre”** in **Bank of Punjab, saving account no. PK51 BPUN 6580008550400058** to be submitted with technical proposal.

The **Single Stage Two Envelope** bidding procedure shall be applied. Bids must be delivered to the address given below at or before **11:00 Hours September 03, 2021**, and shall be opened on the same day at **11:30 Hours** in the presence of the bidders, representatives who choose to attend at the address given below. Late bids shall be rejected. All Bids must be accompanied by a Bid Security of **PKR 550,000/-** (1% of the estimated budget of Rs. 55 million), in the form of CDR/Bank Guarantee/Demand Draft/Pay Order in favor of Pakistan Kidney and Liver Institute & Research Centre with the Financial Bid, without this, the offer shall be rejected being non-responsive. And the photocopy of the Bid Security should be attached with the technical proposal.

PKLI will not be responsible for any cost or expense incurred by Bidders about the preparation or delivery of Bids.

A pre-bid meeting will be held on **August 19, 2021**, in the conference room, PKLI at **11:00 Hours**.

In case the date of opening or last date of sale is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to be the date of sale and submission and opening of tenders accordingly. The time and venue shall remain the same.

Note: All assessments and procuring procedures i.e., receiving, opening and awarding, etc. shall be governed by the Punjab Procurement Rules-2014. In case of any conflict between Bidding Documents and PPRA Rules 2014, the rules shall prevail.

HEAD OF PROCUREMENT

Pakistan Kidney & Liver Institute and Research Center
One, PKLI Avenue, Opposite DHA Phase 6, Lahore, Pakistan.
042-111 117 554, Ext. 3728



2. TENDER SPECIFIC INSTRUCTION FOR BIDDERS

2.1. Procedure for Selection of Contractor/Bidder

As per Rule 12(1), this tender is being placed online at PPRA's website and procuring agency's website (www.pkli.org.pk/tenders). According to Rule 38 (2) (a) single stage two envelopes bidding procedure shall be used for **hiring of group health insurance services for the employees of PKLI & RC.**

Single Stage: Two Envelope Bidding Procedure,

Single-stage two envelopes bidding procedure shall be used for procurement of such goods/services where the bids are to be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be:

- (i) *the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;*
- (ii) *the envelopes shall be marked as "Financial Proposal" and "Technical Proposal";*
- (iii) *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;*
- (iv) *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;*
- (v) *during the technical evaluation, no amendments in the technical proposal shall be permitted;*
- (vi) *after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publicly at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;*
- (vii) *the financial bids found technically nonresponsive shall be returned unopened to the respective bidders; and (viii) the lowest evaluated bidder shall be awarded the contract;*

2.2. Bid Security

Each bidder will submit Bid Security along with the bid in form of CDR/Bank Guarantee/ Demand Draft/ Pay Order as mentioned below;



Estimated Cost (Rs.)	Bid Security (Rs.)
55,000,000/-	550,000/-

2.3. Filling of Price Schedule

The bid must be for the total scope of work as required in the schedule of requirements & technical specifications. Bid price is for three years and price will not be changed. The contract will be awarded initially for 01 year & will be extendable to further one year maximum up to three years with mutual consent.

2.4. Evaluation of Bids

Bids will be evaluated on Composite rate basis.

2.5. Payments

Payments will be made as per payment schedule against delivered services only. The payment will be made as per Annexure D payment method.

2.6. Sign and Stamp

Bidder is required to sign & stamp every page of the bid document and submit along with the bid.

3. INSTRUCTIONS TO BIDDERS

3.1 INTRODUCTION

The purpose is to hire an insurance company for the group health insurance of the PKLI & RC employees.

3.2 Scope

3.2.1 The Client wishes to receive bids for “hiring of the group health insurance services for the employees of PKLI & RC” as specified in Terms of Reference /Technical Specifications attached hereto (hereinafter referred to as “the Services/ Goods”). Successful bidder shall be an independent service provider liable and able to provide all the services. All arrangements will be the responsibility of the successful bidder.

3.2.2 The bid is to be completed and submitted to the Client in accordance with these instructions to Bidders and relevant rules/regulations.

3.2.3 The bidder shall submit bid which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document **Clause regarding**



“Determination of Responsiveness of Bid” and “Rejection / Acceptance of the Tender” for making their bids substantially responsive to the requirements of the Bidding Document. It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract / Letter of Acceptance awarded under this Bid Process will be entertained by the Client. Neither any time schedule, nor financial adjustments arising thereof shall be permitted because failure by the Bidder. The Bidder shall be deemed to have satisfied itself fully before Bid 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. It must be clearly understood that the Terms and 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 Client will be permitted throughout the period of completion of the contract. The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Client.

3.3 Eligible Bidder

- 3.3.1** This Invitation to Bid is open to all firms/company for concluding the contract for **hiring of the group health insurance services for the employees of PKLI & RC** more specifically described in Schedule of Requirements Terms of Reference & Technical Specifications.
- 3.3.2** The contractor shall have to submit a copy of Memorandum of Association/Partnership deed registered with the Registrar of Firms and Security Exchange Commission of Pakistan as the case may be.
- 3.3.3** Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are NOT ELIGIBLE.

3.4 Cost of Bidding

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

3.5 Joint Ventures

The Joint Venture is allowed in this tender with the following requirements/conditions;



- a) *In case of Joint Venture, all the documents of Ventures will be evaluated in accordance with the Evaluation Criteria.*
- b) The Firm/Company shall declare one company/firm as a lead partner. One of the partners shall be authorized to be in charge; and this authority shall be evidenced by submitting a power of attorney Particularly for this Project signed by legally authorized signatories of all the partners;
- c) The Joint Venture partners shall get the Bidding Documents on Joint Venture's name NOT single bidder/firm.
- d) The Joint Venture partners shall sign the agreement so as to be legally binding on all the partners;
- e) The partner in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture;
- f) All partners of the joint venture shall be liable jointly and severally for execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above, as well as in the Bid Form and the Form of Agreement (in case of a successful Bid); and

A copy of the registered agreement entered into the joint venture must be provided by the joint venture partners and shall be submitted with the Bid.

3.6 Assurance

The successful bidder will be required to provide satisfactory assurance of its ability and intention to provide the requisite Services, within the time as mutually agreed in the agreement.

4. TERMS AND CONDITIONS OF THE TENDER

4.1 Definitions

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

- A. "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.
- B. "Availability and Reliability" means the probability that a staff shall be operationally ready to perform its function when called upon at any point in time.
- C. "Bidder/Tenderer" means the interested Firm/ Company that may provide or provides related services to any of the public/private sector



organization under the contract and have registered for the relevant business thereof.

- D. "Commencement Date of the Contract" means the date of accepting the letter of intent / award by the Contractor.
- E. "Contract" means the agreement entered into between the Clinet/Procuring Agency 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.
- F. "Contractor / Vendor" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance followed by the signing of Contract.
- G. "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations
- H. "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Goods or Services in question.
- I. "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- J. "Day" means calendar day.
- K. "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, any defects and damages in Goods and Services provided under the Contract.
- L. "Force majeure shall mean any event, act of God, natural disaster, emergency or other circumstances not being an event, act or circumstances beyond the control of the purchaser or of the contractor. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure.
- M. "Services" means the provision of services and/or other materials which the Contractor is required to supply to the Procuring Agency/Purchaser under the Contract.
- N. "Person" includes individual, association of persons, firm, company, JV, institution and organization, etc., having legal capacity.
- O. "Prescribed" means prescribed in the Bidding Document.
- P. "Procuring Agency/Purchaser or Client" means the Pakistan Kidney and Liver Institute & Research Center or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Procuring Agency/Purchaser for the purposes of the Contract.

5. HEADINGS AND TITLES



In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

6. NOTICES

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

6.1.1 in writing;

6.1.2 issued within reasonable time;

6.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and

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

7. TENDER SCOPE

Pakistan Kidney and Liver Institute and Research Center (hereinafter referred to as "the Procuring Agency/ Client/ Purchaser") invites / requests Bids (hereinafter referred to as "the Tenders") for "**hiring of the group health insurance services for the employees of PKLI & RC**" (hereinafter referred to as "the Services"). Contractor will be responsible for delivering items/ services required to the Procuring Agency/purchaser.

The detailed Schedule of Requirements/ Terms of Reference/ Technical Specifications available at Annexure-A.

8. TENDER ELIGIBILITY AND QUALIFICATION CRITERIA

8.1 Eligible Bidder/Tenderer is a Bidder/Tenderer who:

8.1.1 has a registered incorporated company/firm in Pakistan with relevant business experience.

8.1.2 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and



income tax departments and having sound financial strengths can participate).

- 8.1.3 has valid Registration of General Sales Tax (GST)/PST, & National Tax Number (NTN).
- 8.1.4 Must be in active Tax payer List.
- 8.1.5 has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking on legal stamp paper is mandatory), failing which will cause rejection of the bid.
- 8.1.6 has the required relevant qualified personnel and enough strength to fulfil the requirement of assignment.
- 8.1.7 Conforms to the clause of “Responsiveness of Bid” given herein this tender document.
- 8.1.8 Goods/ Services can only be supplied / sourced / routed from “origin” in “eligible” member countries.
 - a) “Eligible” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.

The Detailed Technical Evaluation Criteria is attached at Appendix-A.

Note: Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification.

9. TENDER COST

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

10. EXAMINATION OF THE BIDDING DOCUMENTS

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



11. CLARIFICATION OF THE BIDDING DOCUMENTS

The Tenderer/ Bidder may require further information or clarification of the Bidding Document, within five (5) calendar days of issuance of Bidding/Tender in writing. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later than three **(03) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids**. The clarification and its replies will be shared with all prospective bidders. Bidders should note that during the period from the receipt of the bid and until further notice from the Procurement Department given herein this document, all queries should be communicated via the Procurement Department and in writing (e.g., e-mail & letter) only. In the case of an urgent situation where the Procurement Department cannot be contacted, the bidder may alternatively direct their enquiries through the Head of Procurement.

HEAD OF PROCUREMENT

Pakistan Kidney & Liver Institute and Research Center
One, PKLI Avenue, Opposite DHA Phase 6, Lahore, Pakistan.
042-111 117 554, Ext. 3728

12. AMENDMENTS OF THE BIDDING DOCUMENTS

- 12.1** The Procuring Agency/Purchaser/Client may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Bidding Document, on any account, for any reason. All amendment(s) shall be part of the Bidding Document and binding on the Bidder(s).
- 12.2** The Procuring Agency/Purchaser/Client shall notify the amendment(s) in writing to the prospective Tenderers/Bidders as per Punjab Procurement Rules, 2014.
- 12.3** The Procuring Agency /Purchaser/Client may, at its exclusive discretion, amend the Bidding Document to extend the deadline for the submission of the Tender as per Rule-25(4) of Punjab Procurement Rules, 2014.

13. PREPARATION / SUBMISSION OF PROPOSAL/TENDER

- 13.1** The tenderer/bidder must bid for Composite Rate Basis.



- 13.2** All correspondence, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written either in English or Urdu or both languages. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English or Urdu, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.
- 13.3** The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.
- 13.4** The Tender shall consist of proposals in one set i.e., the original.
- 13.5** Proposal shall comprise the following:
- 13.5.1** Proposal Form
 - 13.5.2** Undertaking (All terms & conditions and qualifications listed anywhere in this bidding/tender document has been satisfactorily vetted) and Affidavit (Integrity Pact)
 - 13.5.3** Every page of the bidding document must be signed and stamped by the authorised representative
 - 13.5.4** Covering letter duly signed and stamped by authorized representative
 - 13.5.5** Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan
- Legal Status of Bidder
- i. For Companies
Certificate of Incorporation duly issued by SECP or RJSC or equivalent local body in case of foreign firm
 - ii. For Partnership Firm/Association of Persons
Partnership deed and Form C or Form D (as applicable) duly issued by registrar of Firms
- 13.5.6** Evidence of eligibility of the Bidder/Tenderer and the Services



13.5.7 Evidence of conformity of the Services to the Bidding/Tender Document

13.5.8 List of firm's major clientele

13.5.9 Submission of undertaking on legal valid and attested stamp paper (Rs. 100/-) 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.

13.5.10 Valid Registration Certificate for Income Tax & Sales Tax/PST/PRA

13.5.11 Power of Attorney if an authorized representative is appointed

13.5.12 Price Schedule

13.5.13 Bid Security as per provisions of the clause Bid Security of this document.

13.6 The Bidder/Tenderer shall seal the Original Proposal in an envelope duly marked as under:

Original Tender for

Tender Name. [Name of Tender]

Tender No.

[Name of the Client/Purchaser]

[Address of the Client/Purchaser]

[Name of the Bidder/Tenderer]

[Address of the Bidder/Tenderer]

[Phone No. of the Bidder/Tenderer]

13.7 The Bidder/Tender shall be dropped in the prescribed Tender Box placed at the Reception of the Client/Purchaser's office, during office hours, up to due date and time.

13.8 This is made obligatory to affix authorized signatures with official seal on all original documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the bidder/tenderer.

14. TENDER PRICE

14.1 The quoted price shall be:

14.1.1 in Pak Rupees;



14.1.2 Best / final / fixed and valid until completion of all obligations under the Contract i.e., not subject to variation / escalation.

14.1.3 The Bidder shall indicate on the appropriate form, prescribed in this Bidding Documents, the unit prices and total bid price of the services, it proposes to supply on free delivery to the site under the Contract. If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.

14.1.4 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/correction must be initialed. Every page is to be signed and stamped at the bottom.

14.1.5 The Bidder should quote the prices of services according to the technical specifications as mentioned in the bidding documents. The technical specifications of services, different from the required specifications, shall straightway be rejected.

14.1.6 The Bidder is required to offer a competitive price. All prices must **EXCLUSIVE of SALES TAX** and inclusive of all other charges where applicable. If there is no mention of taxes, the offered/quoted price shall be considered as inclusive of all prevailing taxes/duties.

14.1.7 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.

14.1.8 While making a price quote, trend/inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

14.2 Where no prices are entered against any item(s), the price of that item shall be deemed be free of charge, and no separate payment shall be made for that item(s).

15. SAMPLE

(Not Applicable)

16. BID SECURITY (EARNST MONEY)

16.1 The Tenderer shall furnish the Bid Security (Earnest Money) as under:



- 16.1.1** for an amount equivalent to as mentioned above in Clause 2 (2) of the bidding documents.
 - 16.1.2** Denominated in Pak Rupees.
 - 16.1.3** as part of financial bid envelope, failing which will cause rejection of bid.
 - 16.1.4** in the form of Demand Draft / Pay Order / Call Deposit Receipt/ Bank Guarantee, in the name of the Purchaser.
 - 16.1.5** Have a validity period of 12 months from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
- 16.2** The Bid Security shall be forfeited by the Procuring Agency/Purchaser, on the occurrence of any / all of the following conditions:
- 16.2.1** If the Tenderer/Bidders withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
 - 16.2.2** If the Tenderer/Bidders does not accept the corrections of his Total Tender Price; or
 - 16.2.3** If the Tenderer/Bidders, having been notified of the acceptance of the Tender by the Procuring Agency/Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Bidding Document.
- 16.3** The Bid security shall be returned to the technically unsuccessful Tenderer/Bidders with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Tenderer upon furnishing of the Performance Security.

17. TENDER VALIDITY

The Bidder/Tender shall have a minimum validity period of 120 days from the last date for submission of the Tender.

The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, the Procuring Agency/Purchaser/Client may solicit the Bidder/Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension



of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

Bidders who, -

- a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

18. MODIFICATION / WITHDRAWAL OF THE TENDER

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

19. OPENING OF THE TENDER/BID

- 19.1** **Tenders shall be opened at 1130 hours on the last date of submission of bids i.e., September 03, 2021,** in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day. **The proposal will be returned if received after 1100 hours on September 03, 2021.**
- 19.2** The Tenderer's name, modifications, withdrawal, bid security, attendance of the Tenderer and such other details as the Procuring Agency/Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 19.3** No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.



20. CLARIFICATION OF THE TENDER

The Procuring Agency/Client/Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder/Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the Procuring Agency/client/purchaser.

21. DETERMINATION OF RESPONSIVENESS OF THE BID/TENDER

21.1 The Procuring Agency/Client/Purchaser shall determine the substantial responsiveness of the Tender, prior to the Tender evaluation, on the basis of the contents of the Tender. A substantially responsive Tender is one which:

21.1.1 meets the eligibility criteria given herein this tender document for the Services.

21.1.2 meets the Terms of Reference/ Technical Specifications/ Schedule of Requirement.

21.1.3 meets the schedule of work.

21.1.4 in compliance with the rate and limit of liquidated damages.

21.1.5 Offers fixed price quotations for the Services, whereby no optional offer / bid or price is allowed.

21.1.6 Is accompanied by the required Bid Security as part of financial bid envelope.

21.1.7 compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13.

21.1.8 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.

21.2 A material deviation or reservation is one which affects the scope, quality or performance of the Goods/Services or limits the Purchaser's rights or the Tenderer's obligations under the Contract.

21.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation.



22. CORRECTION OF ERROR / AMENDMENT OF TENDER

22.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:

22.1.1 If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.

22.1.2 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.

22.1.3 If there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.

22.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.

22.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.

22.4 No credit shall be given for offering delivery period earlier than the specified period.

23. TECHNICAL AND FINANCIAL EVALUATION OF PROPOSAL

23.1 The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing.
The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / support services will be rejected.

23.2 The Eligible/Technically Qualified Bidders alone will be considered for further evaluation.



The detailed evaluation criteria are mentioned below at Appendix-A.

Note: Verifiable documentary proof for all above requirements is mandatory.

23.3 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all applicable duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Procuring Agency/Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.

23.3.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.

23.3.2 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;

23.3.3 In evaluation of the price of services which are subject to sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.

23.4 The Procuring Agency/Client/Purchaser will not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Gov. at any time during execution/evaluation period will be dealt with mutual consent.

24. REJECTION / ACCEPTANCE OF THE BID

24.1 The Procuring Agency/Client/Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions at the time of order placement. The Purchaser may cancel/reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser shall upon 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 its invoking sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014).

24.2 The Bidder/Tender shall be rejected if it is:



- 24.2.1** Substantially non-responsive in a manner prescribed in this tender document clause-20; or
- 24.2.2** submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- 24.2.3** Incomplete, partial, conditional, alternative, late; or
- 24.2.4** Relevant bid security is not submitted;
- 24.2.5** Subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- 24.2.6** The Tenderer refuses to accept the corrected Total Tender Price; or
- 24.2.7** The Tenderer has conflict of interest with the Purchaser; or
- 24.2.8** The Tenderer tries to influence the Tender evaluation / Contract award; or
- 24.2.9** The Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;
- 24.2.10** the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);
- 24.2.11** the Tenderer fails to meet the evaluation criteria requirements (clause-22);
- 24.2.12** the tenderer has been blacklisted by any public or private sector organization;
- 24.2.13** the tenderer has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;
- 24.2.14** The tenderer has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- 24.2.15** There is any discrepancy between bidding documents and bidder's proposal i.e., any non-conformity or inconsistency or informality or irregularity in the submitted bid.



24.2.16 The Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.

24.2.17 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.

24.2.18 If the rates quoted by vender are not workable or on higher side etc.

25. RE-BIDDING

If the Procuring Agency rejects all bids in pursuant to Clause 24, it may call for a re-bidding. The Procuring Agency, if it deems necessary may prescribe another method of procurement not inconsistent with the Punjab Procurement Rules-2014.

The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

26. ANNOUNCEMENT OF EVALUATION REPORT

The Procuring Agency shall announce the results of the bid evaluation in form of a report, not inconsistent with the Punjab Procurement Rules, 2014, giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

27. AWARD CTITERIA

The eligible bidder(s)/tenderer(s) as per clause-7 (Tender Eligibility) of this Bidding Document 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.

28. QUALIFICATION OF THE BIDDER

28.1 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Bidder's capacity may require the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence.

28.2 The procuring Agency may conduct surprise inspection either itself or through third party firms during validity period, however in case of



unsatisfactory compliance condition to the standards, the procuring agency reserves the right to initiate legal proceedings besides disqualification.

- 28.3** Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.
- 28.4** The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.
- 28.5** The determination can take into account the Bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Agency may inspect the manufacturing plant/production capacity/warehousing system/practices by a team of experts for assessment, if it deems necessary.
- 28.6** An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 28.7** The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Bidder was false and materially inaccurate or incomplete.

29. ACCEPTANCE OF BID AND AWARD

The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in the Bidding Documents and having the lowest evaluated bid, if not in conflict with any other applicable laws, rules, regulations or policy of the Punjab Government, shall be awarded the Contract, within the original or extended period of bid validity.

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Purchaser shall issue the Acceptance of Bid to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of PPRA Rules, 2014), which shall constitute a contract, until execution of the formal Contract.



30. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD

The Procuring Agency reserves the right at the time of award of Contract to increase or decrease, Schedule of Requirements /Terms of Reference & Technical Specifications without any change in unit price and other terms & conditions as per PPRA 2014.

31. SIGNING OF CONTRACT

The Contract is to be made on E-Stamp Paper under section 22(A)(B) of schedule 1 of Stamp Duty Act 1899 read with Finance Act 1995 (Act-VI of 1995) Notification No. JAW/HD/8-21/77 (PG) dated 1st January, 2014.

32. PERFORMANCE SECURITY

32.1 The successful Tenderer/The Contractor shall furnish Performance Security as under:

32.1.1 within twenty-eight (28) days of the receipt of the Acceptance Letter from the Client/Purchaser;

32.1.2 in the form of unconditional, irrevocable Bank Guarantee issued by a scheduled bank operating in Pakistan and shall be valid till one month after the completion of the services/contract.

32.1.3 for a sum equivalent to 10% of the contract value;

32.1.4 denominated in Pak Rupees;

32.2 The Performance Security shall be payable to the Procuring Agency/Client/Purchaser, on occurrence of any / all of the following conditions:

32.2.1 If the Contractor commits a default under the Contract;

32.2.2 If the Contractor fails to fulfill the obligations under the Contract;

32.2.3 If the Contractor violates any of the terms and conditions of the Contract.

32.3 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be



extended. The Performance Security shall be returned to the Tenderer within thirty working days after the expiry of its validity on written request from the Contractor.

- 32.4** In case the Contractor fails to furnish Performance security in the shape of bank guarantee or other instrument as required by the Procuring Agency within the stipulated period given under Letter of Acceptance and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor. If further delayed it can lead to cancellation of Letter of Acceptance.

33. REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY

- 33.1** The Procuring Agency/Client/Purchaser has constituted a committee comprising of 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.
- 33.2** Any bidder feeling aggrieved by any act of the Procuring Agency/Client/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.
- 33.3** The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

34. PRICE REASONAILITY

The prices quoted shall not be more than the prevailing rates in the market. Price reasonability certificate to be provided by the successful bidder.



APPENDIX A

HIRING OF GROUP HEALTH INSURANCE SERVICES FOR EMPLOYEES OF PKLI & RC

TECHNICAL PROPOSAL:

Technical proposal should include following;

Eligibility Criteria: -

- Knock Down Criteria/ Mandatory Documents. The firms not fulfilling the mandatory requirements will be technically disqualified and financial bid of those firms will not be opened. (Sign stamped documents of all relevant evidence to be attached)

Evaluation Criteria: -

- The financial bid of only those bidders will be opened who qualify the evaluation criteria. Minimum passing marks to technically qualify are XX marks out of 100 marks.

Eligibility Criteria: -

Knock Down Criteria/ Mandatory Documents

Sr. #	Knock Down Criteria/ Mandatory Documents to be attached with proposal (please attach evidence)	Attached
1	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan	
2	Minimum "AA/AA+/AAA" rated by PACRA/JCR-VIS	
3	An undertaking (as per attached format) must be provided on Judicial Stamp paper (Rs. 100/-) that the participating company is not blacklisted in any Government /Semi Government Organization. Through this Supplier/Vendor shall also certify that they have no case/litigation pending in any court of law in Pakistan	
4	Minimum 05 years of experience of handling health insurance business	
5	Firm must be registered with relevant tax authorities (NTN, PRA/GST) certificates to be attached.	
6	Must be in active tax payer list	
7	Last years (2018-19) audited financial statements	



8	Technical Proposal Submission Form	
9	Acceptance of all ToR's / Scope of Work mention in the bidding documents – Annexure A	
10	Authority letter in the name of authorised representative from the firm	
11	Copy of CNIC of the representative	
12	RFP purchase request and fee	
13	All pages of the original Technical and Financial Proposal and any supporting documents shall be signed and stamped by the same authorized representative of the Insurance Company who signs the Proposal.	
14	Bid Security as per RFP	
15	Technical and Financial Proposal properly sealed	

Technical proposal should contain following and any additional information. Supporting documents shall be signed and stamped by the same authorized representative of the Insurance Company who signs the Proposal.

- A brief description of the organization
- Complete organizational portfolio with offices in the province
- Experience with government, semi government and autonomous bodies (attach evidence of contracts etc.)
- Total professional experience
- Certified list of panel hospitals in the province
- List of present clients
- Performance certificates from the clients
- Time period for settlement of health insurance claims (IPD and OPD)
- The Bids will straightforwardly be rejected in case of noncompliance with the Mandatory Clause specified above.
- The Bids will also be rejected in case of non-submission of any document which is required under these bidding documents.
- The composite rate basis will be applied. Among technically qualified bidders, the bidder who will quote the composite rate basis will considered. The contract will be awarded to the lowest composite evaluated bidder.



Evaluation Criteria: -

The financial bid of only those bidders will be opened who qualify the evaluation criteria. Minimum passing marks to technically qualify are 70 marks out of 100 marks.

Sr. No.	Evaluation Criteria	Marks
1	Experience in Health Insurance in Pakistan (attach Purchase Order/Work Order/Contract)	
	05 years --- 07 years	5
	08 years --- 10 years	10
	More than 10 years	15
2	PACRA or JCR-VIS Rating (attach evidence)	
	AA rating	5
	AA+ rating	10
	AAA rating	15
3	Number of panel hospitals in Pakistan	
	Less than 149 hospitals	4
	Between 150 to 199 hospitals	7
	More than 200 hospitals	10
4	Annual Turnover (health insurance premium received) (attach 2018-19 audited financial accounts)	
	10 million to 49 million	4
	50 million to 999 million	7
	100 million above	10
5	Customer Services 24/7	
	No	0
	Yes	10
6	Time period (days) to claim settlements IPD and OPD (attach affidavit)	
	More than 10 days	0
	Within 10 working days	10
7	Contract for Group Health Insurance (attach evidence)	
	Contract(s) with Non-Governmental Organizations	5
	Contract(s) with Governmental Departments	10
8	ISO Certification	
	No	0
	Yes	10
9	Bring PKLI & RC on its approved panel list of hospitals (attach affidavit)	
	Not on approved panel list	0
	On approved panel list	10



ANNEXURE-A

TECHNICAL SPECIFICATIONS/ SCOPE OF WORK

The scope of work would be as follows:

The lives covered under the 'Group Health Insurance Cover' will be following:

- Current and Upcoming Staff, As Per their Pro-Rated Tenures of Service
- Following categories of dependents of employees will be eligible for coverage:
 - Spouse(s)
 - Children

Details of Health Insurance Plans for PKLI's Staff

Hospitalization Expense Benefit				
Plan	Designation	Outpatient Benefit Limit	Hospitalization Entitlement, Per Person/ Per Year/ Per Confinement	Per Day Room Charges
A	Grade 10 and above	Rs. 25,000,000/- (Limit can be enhanced depending upon the utilization) (Unutilized amount is refundable to PKLI)	Rs. 400,000/-	Rs. 20,000/-
B	Grades 7, 8 and 9		Rs. 250,000/-	Rs. 15,000/-
C	Grades 5 and 6		Rs. 175,000/-	Rs. 10,000/-
D	Grades 3 and 4		Rs. 150,000/-	Rs. 8,000/-
E	Grades 1 and 2		Rs. 125,000/-	Rs. 6,000/-
100% increase in Limit Per Confinement for Hospitalization if the Injuries are due to an Accident.				

Note: - Non-utilized OPD and IPD Pool Limit will be reimbursed to the PKLI &RC separately in the form of cheques with the deduction of maximum 5% as a management charge of the remaining amount.



Sr. No	Category Wise Hospitalization Benefit Limit	Coverage
1.	Pre-Hospitalization Coverage include Diagnostic Tests, Consultation and Medicines (Within 30 days Prior to Hospitalization).	Covered
2.	Post-Hospitalization Coverage include Follow-Up Consultation, Tests and Medicines (Within 30 days After the Hospitalization, subject to the availability of the basic hospitalization limit).	
3.	<ul style="list-style-type: none"> • Day Care Surgeries/ Procedures may be covered under the hospitalization limit and these may include Lithotripsy, Cataract Operation (Cost of IOL Included), Endoscopy, Angiography, Dialysis, Gastroscopy, Dilation and Curettage, Partial Mastectomy, Tonsillectomy/ Adenoidectomy, Veins/ Varicose (cutting operation), Treatment of fractures & Lacerated wounds, Non-Malignant Tumors / Abscess, Cholecystectomy, Endoscopy from OPD, Refractive Surgeries like Lasik, Hernioplasty etc. and Appendectomy etc. • Local Road Ambulance for Emergencies etc. • Specialized Investigations may be covered under the hospitalization limit and these may include MRI, CT scan, PET Scan, Nuclear Medicine Scans, EEGs and ECGs. • Emergency Room Treatment for Accidental Emergencies etc. • Pre-Existing Chronic Diseases i.e., Hypertension and Diabetes etc. 	

Maternity Expense Benefits (up to 40 year of age)			
Plans	Designation	Annual Limit for All Pregnancy Related Hospitalization	Caesarean Section/ Multiple Births (at no extra cost)
A&B	Grades 7, 8, 9 and above	Rs. 110,000/-	Rs. 150,000/-
C	Grades 5 and 6	Rs. 100,000/-	Rs. 130,000/-
D	Grades 3 and 4	Rs. 90,000/-	Rs. 120,000/-



E	Grades 1 and 2	Rs. 50,000/-	Rs. 70,000/-
Miscarriage, Legal Abortion and Prenatal and Postnatal Expenses are Covered Up To 100% of Normal Maternity Limit, Subject to Availability.			

Health Benefits Structure

For PKLI&RC's Employees, their Spouse(s) and Children:

- Annual Corporate Medical Expense Benefit (IPD Pool) Limit Rs. 2,000,000/- (unutilized amount is refundable to PKLI) in order to pay for expenses once insured individuals exceed the hospitalization limit.
- Annual Corporate Out-Patient Expense Benefit (OPD Pool) Limit Rs. 25,000,000/- (limit can be enhance depending upon the utilization) (unutilized amounts refundable to PKLI).
- 100% Enhancement in Hospitalization Limit in cases of accidents/ Accidental Injuries.
- All Pre-Existing (Disclosed & Un-Disclosed) Conditions shall be covered up to 100% under the hospitalization expense benefits.
- Hepatitis B & C shall be covered up to 100% of the Hospitalization Expense Benefit.
- PCR Test shall be covered under Hepatitis B & C.
- Treatment of COVID-19 and its Vaccine etc.
- Interferon therapy for Hepatitis B & C are covered up to 100% under Hospitalization Expense Benefit, subject to its availability.
- Congenital Treatment shall be covered up to 100% of Hospitalization Expense Benefit.
- All additions & deletions shall be settled on pro rate basis which shall be already fixed ignoring all diseases.
- In case of deletion of an employee, the insurance company will be bound to refund Hospitalization & Maternity Premium to PKLI, if it has already been paid by PKLI.
- Pre-Existing Pregnancies are covered under the above-mentioned limits.
- Maternity shall be covered from day one (without any waiting period).
- New-Born babies are to be covered from day one.
- Employees up to 60 years age, sons till 25 years and daughters till marriage are to be covered.
- The bidder shall submit the detailed list of Lab discount centres all over Pakistan.
- Pre/ Post Coverage Details:



- 100% Pre-Hospitalization (i.e., Diagnosis, Consultation and Medicines etc.) up to 30 days (up to the total limit).
- 100% post-Hospitalization up to 30 days (up to the total limit).
- 100% Prenatal and Postnatal Expenses Covered (up to the total limit).

Hospital Care

- All hospital expenses incurred on any of the diagnostics, medical & surgical treatment will be covered in the premium not limited to the below mentioned except the exclusion list as per annexure A,
- Pre-Hospitalization Diagnostic Tests, Consultations and Medicines up to 30 days before Hospital Confinement.
- Post-Hospitalization Diagnostic Tests, Consultations and Medicines up to 30 days after Hospital Confinement.
- Day Care Surgeries/ Procedures, for example Lithotripsy, Endoscopy, Angiography, Dialysis, Gastroscopy, Dilation and Curettage, Partial Mastectomy, Tonsillectomy/ Adenoidectomy, Veins/ Varicose (cutting operation), Non-Malignant Tumors / Abscess, Cholecystectomy, Herniography and Appendectomy etc.)
- Suturing a Wound.
- Reduction of Dislocation.
- Stiches Due to Accidents.
- Specialized Investigations (MRI, CT Scan, PET Scan, Thallium Scan, EEGs and ECGs).
- Radiotherapy.
- Treatment of Fractures & Lacerated wounds.
- Local Road Ambulance for Emergencies only.
- Emergency Dental treatment in case of Accidental Injuries (within 48 hours for pain relief only).
- Refractive eye surgeries

Medical Expenses will include:

- Daily room and Boarding Charges.
- Intensive Care Unit (ICU) Charges.
- Operation Theatre Charges.
- Surgeon's Fee.
- Anesthetist's Fee.
- In-Hospital Consultation.
- Ventilators and Allied Services.
- Physician's Fees during Hospitalization.
- Diagnostic tests and Medicine Expenses During Hospitalization.
- Blood and Oxygen Supplies.



- Specialized Investigations (MRI, CT Scan, PET Scan, Thallium Scan).
- Rental of Wheelchair and Hospital Bed etc.
- Angioplasty.
- Myocardial Infarction.
- Coronary Artery Disease Requiring Surgery.
- Artificial Limbs and Eyes.
- Stroke.
- Infraction of brain tissue.
- Intra-Cranial and/or Subarachnoid Hemorrhage.
- Embolism from an Extra Cranial Source.
- Traumatic Injuries such as Fractures and Lacerated Wounds.
- Emergency Dental Treatment due to accidental injuries (within 48 hours for pain relief only).
- Accidental Emergency Treatment (within 48 hours).
- Miscellaneous charges (Patient's Meals, Local Road Ambulance Charges, etc).

Major Medical Care

- Heart By-Pass Surgery.
- Hip Bone Replacement.
- Kidney Dialysis.
- Cancer (Including leukemia and Lymphomas - Includes Chemotherapy).
- Laparoscopic surgeries
- Organ Transplant.
- Renal Failure.
- Knee Replacement etc.

Maternity Benefits

- Hospital charges including Daily Room and Board charges, Labor Room/ Operation Theatre charges, Gynecologist's Fee, Anesthetist's Fee, Prescribed Medicines used and Diagnostic Tests During Hospital Stay.
- Prenatal and Postnatal Outpatient treatment charges
- Cost of circumcision for babies
- Baby's Nursing Care while the mother is in hospital.
- Maternity/ Obstetric Surgeries including Elective LSCS.

Outpatient Care

- General Practitioner's Consultation Charges.
- Specialist Consultations.
- Prescribed Medicines and Treatments.



- Laboratory and X-Rays Tests and Examinations.
- ECG, EMG and EEG Examinations and other Diagnostic Tests.
- Physiotherapy.
- Homeopathic medicine (treatment) prescribed from registered homeopathic doctors will also be reimbursed from OPD Limit.
- Cost of Eye Testing (Cost of Frames/ Lenses not covered).

Other Requirements

- Non-utilized OPD and IPD Pool Limit will be reimbursed to the PKLI & RC separately in the form of cheques with the deduction of maximum 5% as a management charge of the remaining amount.
- PKLI has right to increase or decrease the number of Staff depending upon new induction or deduction. Current no. of employees, spouses and children detail is attached as Appendix-A
- 'Fixed Rates' shall be quoted for hospitalization limits and no 'Loading/ Enhancement' should be affected during the year.
- The bidder shall submit the detailed list of Lab discount centers all over Pakistan.
- No 'Questionnaire Form etc' shall be applicable on PKLI&RC's staff at the beginning and/or end of medical treatments.
- In case of deletion of an employee, the insurance company will be bound to refund Hospitalization & Maternity Premium to PKLI, if it has already been paid by PKLI.
- 'Provided Quotation' must be According to the actual data provided by PKLI staff.
- Provide 'Medical Benefits' across Pakistan in line with the 'Scope of Work/ Services' mentioned in the technical proposal.
- Ensure that insurer's concerned staff/ representative shall provide world class customer services and will remain friendly towards employees, staff and dependents of PKLI & RC.
- Regularly Co-ordinate all the relevant matters/ affairs with the authorized officer(s) of PKLI & RC.
- Provide Health Cards: One for the employee and Another for dependents.
- Provide dedicated helpline for 24/7 round-the-clock support.
- Processing/ Reimbursement of insurance claims in short turn-around time, preferably within 10 working days or less.
- Payment of the Reimbursement of Insurance Claims to PKLI's staff (wherever needed), preferably by 'Direct Credit' of individual's bank account number in above mentioned turn-around time.
- The Insurance Company must have 'Head Office' or 'Regional/ Branch Office' in Lahore and must have good representation across Pakistan.



- The insurance company must have/bring PKLI & RC onto its approved panel of healthcare institutions.
- Contract will be valid for one year and extendable up to 3 years with mutual consent.

Exclusions:

Exclusions, if any, must be clearly mentioned in the proposal submitted by the insurance company.

Duration of the Contract:

The duration of the contact will be for one year and extendable up to 3 years with mutual consent.

Appendix-A (Tentative data for insurance)

Summary of insurance persons data as below. Detail of the employee, spouses and children is attached as appendix-B.

SUMMARY						
Description	Plan A	Plan B	Plan C	Plan D	Plan E	Total
Total No. Of Insured	44	529	1096	785	985	3439
Total No. Of Employees	10	146	443	336	379	1314
Total No. Of Spouse	9	128	250	179	195	761
Total No. Of Children's	25	255	403	270	411	1364



ANNEXURE-B

Proposal Submission Form

Bid Ref No. Date of the Opening of Bids

Name of the Firm: {Add name}

Head of Procurement

Pakistan Kidney & Liver Institute and Research Centre
One, PKLI Avenue, Opposite DHA Phase 6, Lahore, Pakistan.

Subject: HIRING OF GROUP HEALTH INSURANCE SERVICES FOR EMPLOYEES OF PKLI & RC

Dear Sir,

Having examined the bidding documents including Addenda Nos. [insert numbers & Date of individual Addendum], the receipt of which is hereby acknowledged, we, the undersigned, offer the above-named Contract in full conformity with the said bidding documents and at the rates described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid. We undertake, we have no reservation to these Bidding Documents, if our bid is accepted, for the delivery schedule specified in the schedule of requirements. If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents. We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

Dated this [insert: number] day of [insert: month], [insert: year].

Authorized Signatures with Official Seal



ANNEXURE-C

Financial Proposal Submission Form

[Location, Date]

To _(Name and address of Client / Purchaser)_

Dear Sir,

We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with your Bidding Documents No. _____ dated _(insert date)_. Our attached Proposal is for the sum of _(insert amount in words and figures)_. This amount is EXCLUSIVE of Sales Tax, duties, octroi, shipment and transportation etc.

Our Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in _____ of the Bidding Documents.

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 Bidding Document.

We understand you are not bound to accept any Bidding Documents you receive.

We remain,

Yours sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address



ANNEXURE-D

Price Schedule/ Financial Cost Sheet

This form is to be filled in by the Bidder for complete scope

Name of the Firm:

Bid Reference. No:

Date of opening of Bid.

FINANCIAL BID (it should be in a separate sealed envelope)

Summary of insurance persons data as below. Detail of the employee, spouses and children is attached as appendix-B.

Sr. #	Description	Price (excluding PST) RS.
1	Group Health Insurance of PKLI Employee	

SUMMARY						
Description	Plan A	Plan B	Plan C	Plan D	Plan E	Total
Total No. Of Insured	44	529	1096	785	985	3439
Total No. Of Employees	10	146	443	336	379	1314
Total No. Of Spouse	9	128	250	179	195	761
Total No. Of Children's	25	255	403	270	411	1364

Break down of financial proposal

Sr. #	Category	A				B				Total Premium A+B
		Hospitalization				Maternity				
		Age Brackets	No. of Insured	Category, age bracket wise premium	Total Premium	Age Brackets	No. of Insured	Category, age bracket wise premium	Total Premium	
1	A									
2										
3										
4										
5	B									
6										
7										
8										
9	C									
10										



11										
12										
13	D									
14										
15										
16										
17										
18	E									
19										
20										

Note:

1. The Insurance Companies are required to quote premium amounts against each life (every staff member and his/her dependents).
2. Complete financial breakup shall be provided along with financial.
3. A Firm will be selected in line with the article 45 (2) Least Cost Selection of the Punjab Procurement Rules (PPRA), 2014 and methods and procedures described thereof.
4. Prices quoted shall remain valid for a period of 12 month from the closing date of proposal.
5. All prices must be quoted in Pak Rupees.
6. PKLI has right to increase or decrease the number of Staff depending upon new induction or deduction. Current no. of employees, spouses and children detail is attached as Appendix-B.
7. The Insurance Companies are required to submit the financial proposal as mentioned in the Terms of Reference/ Scope of Work.
8. Non-utilized OPD and IPD Pool Limit will be reimbursed to the PKLI & RC separately in the form of cheques with the deduction of maximum 5% as management charges of the remaining amount.
9. All pages of the original Technical and Financial Proposal and any supporting documents shall be signed and stamped by the same authorized representative of the Insurance Company who signs the Proposal.
10. PKLI is PST/GST exempted as per General Sales Tax (u/S 52 & 52-A of sixth schedule of Sales Tax Act 1990).



11. Overwriting, cutting, use of fluid etc., are not allowed which may lead to cancelation of bid offered.
12. Incomplete or semi filled bid shall be treated as non-Responsive.

PAYMENT METHOD

Payments will be release as below,

1. Payment will be released on quarterly basis
 2. First quarter payment will be given as advance.
 3. Second, third and fourth quarter payment will be released on quarterly basis after adjustment of addition and deletion if any upon submission of the invoice verified by the HR Department.
 4. Income tax will be deducted from the payment as per law.
- a) The Contractor shall provide all necessary supporting documents along with invoice.
 - b) The Client shall get verified the details of Services delivered against the invoice and Payment shall be made on complete verifications from relevant departments after issuance of satisfactory certificate by concerned team, as per details given in the Letter of Acceptance/Purchase Order.

Stamp & Signature of Bidder _____



ANNEXURE-E

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the firm/JV/company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

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.

this ____ day of _____ 2021

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:



ANNEXURE-F

UNDERTAKING (PKR 100 Stamp Paper)

I/We, the undersigned solemnly state that:

1. I/We have read the contents of the Bidding Documents and have fully understood it.
2. The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
3. The undersigned are also eligible Bidders within the meaning of Clauses of the Bidding Documents.
4. The undersigned are solvent and competent to undertake the subject Contract under the Laws of Pakistan.
5. The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
6. The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
7. That the prices offered are not more than market price.

I /We affirm that the contents of this affidavit are correct to the best of our knowledge and belief. The document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 2021

Signature (Company Seal) _____

In the capacity of Duly authorized to sign bids for and on behalf of



ANNEXURE-G

(To be submitted on legal stamp paper)

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

Subscribed and sworn to me this _____ day of _____ 2021



ANNEXURE-H

BID SECURITY FORM

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Tender Name _____, Tender No. _____, (hereinafter called "the Tender") to the [Name and Address of the Purchaser] (hereinafter called "the Purchaser") for the Total Tender Price of PKR (in figures _____) (in words _____).

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee.

THEREFORE, the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
2. If the Contractor does not accept the corrections of his Total Tender Price; or
3. If the Contractor, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until furnishing of the Performance Security, whichever is later.

Date this _____ day of 2021.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____



ANNEXURE-I

PERFORMANCE SECURITY BANK GUARANTEE

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgement Date:

(Must be one month later than the
expiry date)

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and render the Services against Tender Name. _____, Tender No. _____ (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within twenty eight (28) days of the receipt of the Acceptance Letter (Letter of Acceptance) from the Purchaser, in the form of unconditional and irrevocable Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs. _____ (10% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee.

THEREFORE, the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until expiry of warranties / support period or all obligations have been fulfilled in accordance with the Contract, whichever is later.

Date this _____ day of 2021.



GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____



DRAFT AGREEMENT

Contract Title:

[Name of Contractor]

Dated:



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This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between **Pakistan Kidney and Liver Institute and Research Centre (the “Client”)**, on the one part,
and

[full legal name of Contractor], on the other part severally liable to the Client for all 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 PKLI 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 Client has requested the Contractor to provide the services as described in Bidding Documents; and
- (c) The Contractor, agreed to provide 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 Client to provide the services 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 Client to the Contractor.
2. The Client hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum 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 services.
3. The following shall be deemed to form and be read and construct as part of this Contract:
 - a. Letter of Acceptance
 - b. Work Order/Purchase Order
 - c. The Bidding Document
 - d. Bidder’s Proposal
 - e. Terms and Conditions of the Contract
 - f. Special Stipulations
 - g. The Technical Specifications/ Terms of Reference
 - h. Price Schedule
 - i. Performance Security
 - j. Any Standard Clause acceptable for Client



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 PKLI

Signature:

Name:

Witnessed By:

WITNESSES

Signature

Name

CNIC

Designation

FOR CONTRACTOR

Signature:

Name:

Witnessed By:

Signature

Name

CNIC

Designation



General Conditions of Draft Contract

- i. Contract**
The Client shall, after receipt of the Performance Security from the successful Bidder, send the Contract provided in the Bidding Document, to the successful Bidder. The Bidder shall sign and date the Contract and return it to the Client.
- ii. Contract Duration**
The duration of Contract shall be for one year from the date of acceptance of Letter of Intent/ award and extendable up to 3 years with mutual consent.
- iii. Contract Documents and Information**
The Contractor shall not, without the Client'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 Client 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.
- iv. Contract Language**
The Contract and all documents relating to the Contract, exchanged between the Contractor and the Client, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.
- v. Standards**
The Services provided under this Contract shall conform to the authoritative latest industry standards and approved by relevant body.
- vi. Patent Right /Authorization**
The Contractor shall indemnify and hold the Client harmless against all third-party claims of infringement of patent, trademark or other rights arising from use of the Service or any part thereof.
- vii. Execution Schedule**
Work Plan/ Schedule of Placement will be placed by HR Department through written intimation(s) by concerned team, after the issuance of Letter of Acceptance.
- viii. Deliverables**
Group health insurance facilities as per bidding documents



ix. Payment

Payments will be release as below,

1. Payment will be released on quarterly basis
2. First quarter payment will be given as advance.
3. Second, third and fourth quarter payment will be released on quarterly basis after adjustment of addition and deletion if any upon submission of the invoice verified by the HR Department.
4. Income tax will be deducted from the payment as per law.
5. The Contractor shall provide all necessary supporting documents along with invoice.
6. The Client shall get verified the details of Services delivered against the invoice and Payment shall be made on complete verifications from relevant departments after issuance of satisfactory certificate by concerned team, as per details given in the Letter of Acceptance/Purchase Order.
7. The Client shall pay the amount verified within thirty (30) days. The Client shall make payment for, the Services provided, in Pak Rupees, through cheque.
8. All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

x. Price

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

xi. Contract Amendment

- a) The Client may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.
- b) The Contractor shall not execute any Change until and unless the Client has allowed the said Change, by written order served on the Contractor.
- c) 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.



- d) No variation in or modification in the Contract shall be made, except by written amendment signed by both the Client and the Contractor.

xii. Assignment / Subcontract

- a) 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.
- b) The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

xiii. 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 Client with a copy to the Client, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Client 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 with a copy to the Client, extend the Contractor's time for performance of its obligations under the Contract.

xiv. Liquidated Damages

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance violates any of the provisions of the Contract / Letter of Acceptance commits breach of any of the terms and conditions of the Contract / Letter of Acceptance, the Client may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.2% per day of the contract Price which is attributable to such part of the Services, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.

xv. Blacklisting

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract / Letter of Acceptance or found to have engaged in



corrupt or fraudulent practices in competing for the award of contract / Letter of Acceptance or during the execution of the contract / Letter of Acceptance, the Client may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014 and PKLI Procurement Manual.

xvi. Termination for Default

- a) 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 Client may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, 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.
- b) If the Client terminates the Contract for default, in whole or in part, the Client may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar to those undelivered, and the Contractor shall be liable to the Client for any excess costs for such similar Services / Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

xvii. Termination for Insolvency

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

xviii. Termination for Convenience

- a) The Client may, at any time, by written notice served on the Contractor with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.
- b) The Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Services, the Client may elect:
- c) to have any portion thereof completed and delivered; and/or



- d) to cancel the remainder and pay to the Contractor an agreed amount for partially completed Services, Works and materials / parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

xix. Force Majeure

- a) 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 / Letter of Acceptance 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.
- b) The Contractor shall not be liable for liquidated damages, blacklisting for future tenders, if and to the extent his failure / delay in performance /discharge of obligations under the Contract / Letter of Acceptance is the result of an event of Force Majeure.
- c) 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 Client in writing, The Contractor shall continue to perform under the Contract / Letter of Acceptance as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract / Letter of Acceptance and (B) avoid or overcome in the carrying out of its obligations here under.
- e) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

xx. Dispute Resolution

- a) The Client 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 / Letter of Acceptance.



- b) If, after thirty working days, from the commencement of such informal negotiations, the Client and the Contractor have been unable to amicably resolve a Contract / Letter of Acceptance dispute, either party may, require that 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.

xxi. Statutes and Regulations

- a) The Contract / Letter of Acceptance shall be governed by and interpreted in accordance with the laws of Pakistan.
- b) The Contractor shall, in all matters arising in the performance of the Contract/ Letter of Acceptance, 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 Client indemnified against all penalties and liability of any kind for breach of any of the same.
- c) The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

xxii. Taxes and Duties

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

xxiii. Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Client 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.

xxiv. The Client

- a) The Client shall only carry out such duties and exercise such authority as specified in the Contract/ Letter of Acceptance. The Client shall have no authority to relieve the Contractor of any of his obligations under the Contract/ Letter of Acceptance, except as expressly stated in the Contract.
- b) The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.
- c) The Client shall conform to all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.



xxv. Authorized Representative

- a) The Purchaser, the Client 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.
- b) The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, the Client or the Contractor.
- c) Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- d) Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- e) Notwithstanding Clause 53.2, any failure of the Authorized Representative to disapprove any Goods or Services or Works shall not prejudice the right of the Client to disapprove such Goods or Services or Works and to give instructions for the rectification thereof.
- f) If the Contractor questions any decision or instruction of the Authorized Representative of the Client/ the Client, the Contractor may refer the matter to the Client/ the Client who shall confirm, reverse or vary such decision or instruction.

xxvi. Waiver

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



Special Stipulations

SCHEDULE-A, SPECIAL STIPULATIONS	
For ease of Reference, certain special stipulations are as under:	
Bid Security (Earnest Money)	The Contractor shall furnish the Bid Security (earnest Money) as under: in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; for a sum equivalent to MENTIONED IN THE BIDDING DOCUMENTS; denominated in Pak Rupees; Have a minimum validity period of 12 months from the last date for submission of the Tender.
Contract Period	The Contract will be awarded for 1 year initially and extendable up to 3 years with mutual consent.
Liquidated damages for failure / delay in rendering the services	If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract/ Letter of Acceptance, the Client may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @ 0.2% of the Contract Price which is attributable to such part of the services, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.