# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## **CONTRACT EVALUATION FORM**

# TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

| 1)  | NAME OF THE ORGANIZATION / DEPTT.  | SINDH INTEGRATED EMERGENCY AND HEACTH SERVICES                                 |
|-----|--|--|
| 2)  | PROVINCIAL / LOCAL GOVT./ OTHER  | PROVINCIAL   |
| 3)  | TITLE OF CONTRACT  | LIFE INSURANCE COVERAGE OF STAFF   |
| 4)  | TENDER NUMBER  | TENDER 20-2022   |
| 5)  | BRIEF DESCRIPTION OF CONTRACT  | LIFE INSURANCE FOR SIEHS EMPLOYEES   |
| 6)  | FORUM THAT APPROVED THE SCHEME   | BUXGET APPROVED BY BOARD   |
| 7)  | TENDER ESTIMATED VALUE   | 2 MILLION PER YEAR   |
|     | ENGINEER'S ESTIMATE (For civil works only)   | NOT APPLICABLE  UPTO JUNE 30, 2013 LYEAR 1) Renewal is                         |
| 9)  | ESTIMATED COMPLETION PERIOD (AS P  | ER CONTRACT) ", 2024 (YEAR 2) Subject to  ", 2025 (YEAR 3) Performance         |
| 10) | TENDER OPENED ON (DATE & TIME)   | 24 SEPTEMBER, 2022 At 11:00 AM   |
| 11) | NUMBER OF TENDER DOCUMENTS SOLI (Attach list of buyers)  | D 03 (ANNEXURE - 1)  |
| 12) | NUMBER OF BIDS RECEIVED  | 03   |
| 13) | NUMBER OF BIDDERS PRESENT AT THE   | TIME OF OPENING OF BIDS 02 (TECHNICAL) OI (FINANCIAL)                          |
| 14) | BID EVALUATION REPORT (Enclose a copy)   | ATTACHED (ANNEXURE - 2) MIS JUBILEE LIFE INSURANCE COMPANY LTD                 |
| 15) | NAME AND ADDRESS OF THE SUCCESSI   | FUL BIDDER 74/1-A, LALAZAR, MT KHAN ROAD, KARACHY RS 1321675 TILL 30 JUNE 2022 |
| 16) | CONTRACT AWARD PRICE   | ANNUALLY RS 1762236 JULY 2023 - JUNE 2025                                      |
| 17) | RANKING OF SUCCESSFUL BIDDER IN E (i.e. 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> EVALUATION BID). | VALUATION REPORT ONLY 1 BIDDER QUALIFIED TECHNICALY                            |
| 18) | METHOD OF PROCUREMENT USED : - (T  | ick one)   |
|     | a) SINGLE STAGE – ONE ENVELOP  | E PROCEDURE Domestic/ Local  |
|     | b) SINGLE STAGE – TWO ENVELOP  | PE PROCEDURE DOMESTIC  |
|     | c) TWO STAGE BIDDING PROCEDU   | IRE  |
|     | d) TWO STAGE – TWO ENVELOPE I  | BIDDING PROCEDURE  |
|     | PLEASE SPECIFY IF ANY OTHER  | R METHOD OF PROCUREMENT WAS ADOPTED i.e.                                       |

EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

| 19) APPROVING AUTHORITY FOR AWARD OF CONTRACT CEO SIEHS  |
|--|
| 20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?  Yes No   |
| 21) ADVERTISEMENT:   |
| i) SPPRA Website (If yes, give date and SPPRA Identification No.)  Yes  Yes  Yes  SPPRA REGISTERATION WAS IN PROCESS   |
| ii) News Papers (If yes, give names of newspapers and dates)  Yes 30 <sup>TH</sup> AUGUST  DAWN, JANG, KAWISH  No  |
| 22) NATURE OF CONTRACT  Domestic/ Local  Int.  |
| 23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy)  Yes No  |
| 24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy)   |
| 25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?  Yes No   |
| 26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?  Yes No  |
| 27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)  Yes No ONLY ON BID ON |
| 28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?  Yes No   |
| 29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?  Yes No   |
| 30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?  (Attach copy of the bid evaluation report)  Yes No   |

| AND COMPLAINTS RECEIVED  |   |
|--|---|
| 31) ANY COMPLAINTS RECEIVED (If yes, result thereof)   | Yes                                       |
|  | No  |
| 32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN   | THE TENDER NOTICE / DOCUMENTS             |
| (If yes, give details)   | Yes                                       |
|  | No  |
| 33) WAS THE EXTENSION MADE IN RESPONSE TIME? (If yes, give reasons)  | Yes                                       |
|  | No V                                      |
| 34) DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reasons.)   | Yes                                       |
|  | No V                                      |
| 35) WAS IT ASSURED BY THE PROCURING AGENCY BLACK LISTED?   | Yes No PPMS PORTAL                        |
| 36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL O<br>SUPPLIER'S PREMISES IN CONNECTION WITH THE<br>BE ASCERTAINED REGARDING FINANCING OF VISI | PROCUREMENT! II SO, DETAILS TO            |
| (If yes, enclose a copy)   | Yes No                                    |
| 37) WERE PROPER SAFEGUARDS PROVIDED ON MOR<br>THE CONTRACT (BANK GUARANTEE ETC.)?  | BILIZATION ADVANCE PAYMENT IN  Yes No N/A |
| 38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)  | Yes                                       |
|  | No  |
| Signature & Official Stamp of Authorized Officer   |   |
| OFFICE USE ONLY  |   |
| <u> </u>   |   |

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

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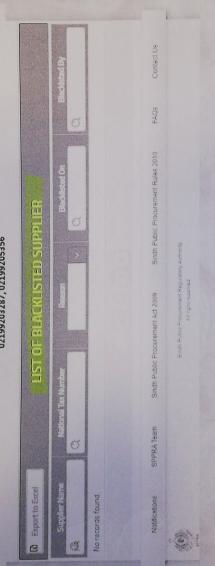


# SINDH PU'NC PROCUREMENT REGULATORY AUTHORITY

HOME PROCUREMENT PLAN TENDER DOCUMENTS EVALUATION DOCUMENTS CONTRACTS REGISTER LOGIN

It is to inform that upcoming Virtual Capacity Building Workshop on Sindh Public Procurement Act, 2009 and the Rules, 2010 & Procurement Performance Management System would held from 26th to 28th October, 2022 from 09:30 AM to 01:00 PM.

Contact for Information 02199203287, 02199205356



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Plot No. 43 - 15 / K, Block 6, P.E.C.H.S, Karachi. Tel: +92-21-111-111-823 www.siehs.org

October 28, 2022

To,

### M/S Jubilee Life Insurance Company Limited,

Head office: 74/1-A, Lalazar, M.T. Khan Road, Karachi, Pakistan.

### LETTER OF ACCEPTANCE

### SUBJECT: PROVISION OF LIFE INSURANCE SERVICES FOR SIEHS EMPLOYEES

- 1. On the recommendation of the procurement committee and with the approval of the Competent Authority, it is to inform that your Financial bid (opened on 8<sup>th</sup> October 2022) for the service to provide Life Insurance for SIEHS Employees for the total offered amount of Rs. 1,321,675 (Rupees One million three hundred twenty one thousand six hundred seventy five) for the period up to 30<sup>th</sup> June 2023 and Rs. 1,762,236 (Rupees One million seven hundred sixty-two thousand two hundred thirty-six) annually for the next 2 years up to 30<sup>th</sup> June 2025 (subject to satisfactory performance) is hereby accepted.
- 2. You are therefore requested to furnish Performance security of 5% of the current contract amount i.e. Rs. 66,084 in the form of bank guarantee / pay order from any scheduled bank of Pakistan and government stamp duty 0.35% for signing the contract agreement within 07 days.
- 3. Performance security of 5% of the annual contract amount (Rs 1,762,236) in the form of bank guarantee / pay order from any scheduled bank of Pakistan and government stamp duty 0.35% will be required at the time of annual renewal of contracts (subject to satisfactory performance).

**Pervez Ahmed** 

**Head of Supply Chain Management** 

Sindh Integrated Emergency and Health Services
A Company setup under Section 42 of the Companies Act 2017
Plot No. 43-15/K, Block 6, P.E.C.H.S, Karachi, Pakistan.



Contract Reference No: Life Insurance for SIEHS employees – Ref Tender 20-2022

Between

**Jubilee Life Insurance Company Limited** 

And

**Sindh Integrated Emergency and Health Services** 

For

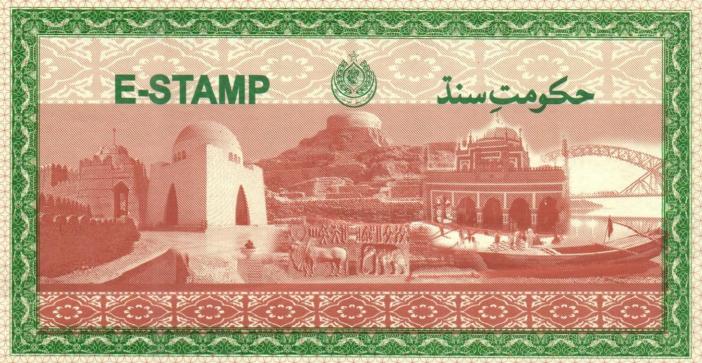
**Provision of Life Insurance of SIEHS Employees** 





My





NBP-0002-2211170001433834

GoS-KHI-DB11D2EC624485D3

### Non-Judicial

Rs 4,655/-

Description : Contract - 15(a)

Principal Principal Sindh Integrated Emergency and Health Services (SIEHS) [00000000]

Contractor : Jubilee LOife Insurance Company Limited [00000000]

Applicant : Shahid Khan [42301-6445720-7]

Stamp Duty Paid by : Jubilee LOife Insurance Company Limited [00000000]

Issue Date : 17-Nov-2022, 03:49:01 PM Paid Through Challan : 2022F11E0A56F320

Amount in Words : Four Thousand Six Hundred and Fifty Five Rupees Only

Please Write Below This Line

Provision of Life Insurance of SIEHS Employees

THIS AGREEMENT is made at Karachi on this 17 day of November 2022

### BETWEEN

Messer <u>Jubilee Life Insurance Company Limited</u>, a company incorporated in Pakistan on June 29, 1995 as a Public Limited Company under the Companies Ordinance, 1984; having its registered office at <u>26-D</u>, <u>3rd floor</u>, <u>Kashmir Plaza</u>, <u>Jinnah Avenue</u>, <u>Blue Area</u>, <u>Islamabad and Jubilee Life Insurance Building</u>, <u>74/1-A</u>, <u>Lalazar</u>, <u>M. T. Khan Road</u>, <u>Karachi</u>, hereinafter called "Supplier / Service Provider", (which expression shall wherever the context so admits mean and include its successors-in-interest and permitted assigns) of the ONE PART.

### AND

Sindh Integrated Emergency and Health Services ("SIEHS"), a not-for-profit company incorporated u/s. 42 of the Companies Act 2017 and having its office at 43,15/K, Block 6 PECHS Razi Road, Karachi, hereinafter called" SIEHS" (which expression wherever the context so admits shall mean and include its successors-in-interest and assigns) of the OTHER PART.

Messer <u>Jubilee Life Insurance Company Limited</u> and <u>SIEHS</u> are hereinafter collectively referred to as the "Parties" and individually as a "Party")





WHEREAS SIEHS is a not-for-profit company focusing on Health and Ambulance Operations based and operating in Sindh, Pakistan.

AND WHEREAS the Supplier / Service Provider has agreed to provide goods / services and Company has agreed to take the goods / services as per the terms & conditions, scope of work (descriptions / specifications) as given in annexures of this agreement.

X X

### NOW THEREFORE THIS AGREEMENT WITHESSETH;

The following annexures will form part of this agreement:

Annexure A – General Terms and Conditions

Annexure B - Scope of Work

Annexure C - Price Schedule / Contract Price



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IN WITNESS WHEREOF the parties hereto have set their respective hands through their nominated signatories on the day, month and year first above written.

For and on behalf of Sindh Integrated Emergency and Health Services

Signed by

(Signature) (Designation)



WITNESSES:

(Signature)

42501-8569749-3 (CNIC NO.)

(Signature)

42301-0827661-0 (CNIC No.)

For and on behalf of Jubilee Life Insurance Company Limited

(Name)

MANAGER SALES

WITNESSES:

Muhammad Noman videlig SHAYAN
(Name) VI

(Signature)

(Signature)

42101-0898819-7

# Annexure A GENERAL TERMS AND CONDITIONS

### **ARTICLE 1**

### **DEFINITIONS**

The following definitions shall apply to this Agreement except where the context otherwise requires. Words importing the singular include the plural and vice versa where the context requires.

### 1.1 COMPANY

Company shall mean Sindh Integrated Emergency and Health Services

### 1.2 COMPANY REPRESENTATIVE

Company Representative shall mean any person nominated to coordinate and deal with the Supplier / Service Provider or with Supplier's / Service Provider's Organization on behalf of the Company. The terms Requestor or End user or Business Unit where used in this Agreement shall have the same meaning as the Company Representative.

### 1.3 SUPPLIER / SERVICE PROVIDER

Supplier / Service Provider shall mean the person or Company identified in this Agreement or the person or the Company identified in the Purchase Order as the Supplier of Goods / Service. Where the term "Seller" or "Vendor" or "Contactor" appear they shall be taken to mean Supplier / Service Provider.

### 1.4 SUPPLIER / SERVICE PROVIDER'S ORGANISATION

Supplier / Service Provider's Organization shall mean subsidiaries and/or any other person or Company having an Agreement directly or indirectly with the supplier / service provider for the supply of Goods / Services.

### 1.5 AGREEMENT OR THE AGREEMENT

Agreement / The Agreement means this agreement.

### 1.6 GOODS

Goods mean the material and equipment to be supplied by the Supplier or Supplier's Organization as specified in **Annexure B** and/or the Purchase Order.

### 1.7 SERVICES

Services shall mean the services to be provided by and execution of work to be done by the Service Provider as specified in **Annexure B** and/or the Purchase Order.

### 1.8 PURCHASE ORDER

Purchase Order means an order to purchase Goods and Services from the Supplier / Service Provider or Supplier's / Service Provider's Organization placed by the Company as and when required.

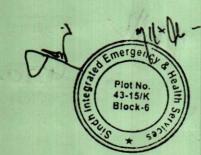
### 1.9 INSPECTION

Inspection shall mean Inspection by the Company's Representative of the Goods supplied / Service provided

### 1.10 DELIVERY

Delivery shall mean the point or location(s) where the Company takes possession of the Goods and Services or a part of the Goods and Services.







### 1.11 CONFIDENTIAL INFORMATION

Confidential Information means all oral, electronic, and written information and material, in tangible and intangible format (including, without limitation, financial information, irrespective of the form of communication), which whether designated as "Confidential" or not is considered as confidential.

### 1.12 LAW

Law means any applicable federal, state, or local Law, regulation, rules, or ordinance enforced in Pakistan.

### **ARTICLE 2**

### **SCOPE OF WORK**

2.1 The Supplier / Service Provider shall supply the goods / services according to the specification and description as given in **Annexure B.** 

### **ARTICLE 3**

### **BUSINESS INTEGRITY**

- 3.1 The Supplier / Service Provider shall act in accordance with the provisions of this Agreement, rules and policies of the Company as communicated and:
  - a. shall ensure that the goods / services supplied are as per specifications and free from all defects.
  - b. should comply with any conditions or warranties provided for by law.

### **ARTICLE 4**

### CONTRACT PRICE

- 4.1 In full consideration of the Supply of Goods / Service provided and of the fulfillment of other obligations under the Agreement, the Company shall, subject to the provisions of the Agreement, pay or cause to be paid to Supplier / Service Provider the contract price of the goods / services in accordance with the provisions of the **Annexure C.**
- 4.3 The Parties shall defend, indemnify and hold harmless each other from any liability resulting failure to comply with the reporting or other procedural requirements with respect to their payment.

### **ARTICLE 5**

### **TERMS OF PAYMENT**

- 5.1 In consideration of goods / services supplied / provided as per specifications and verified by the relevant department, the Company will make payment to the Supplier / Service Provider mentioned in **Annexure C**.
- 5.2 Contract price as specified in **Annexure C** of the Agreement shall remain unchanged during the term of this Agreement unless mutually agreed for any price revision formula / mechanism.
- 5.3 Except in case of discrepancies in the invoice submitted to the Company, payment to the Supplier / Service Provider shall be made after Thirty (30) days of submission of invoice along with the delivery notes of goods / services completion certificate and written verification by the authorized representative of the Company. Invoices must be sent to Company User / Finance Department.





### **EXAMINATION & PERFORMANCE GUARANTEE**

- 6.1 Company or its designates shall have the right, at any time, to examine the goods supplied / services provided by the Supplier / Service Provider and their performance and to reject any items found to be not in accordance with the provisions of the Agreement or the specifications provided for supply of goods/ services for which the Company shall have sole discretion. No such examination or rejection shall relieve Supplier / Service Provider of any of its obligations and/or liabilities under the Agreement.
- Any additional work to be performed or action to be taken by Supplier / Service provider resulting from examination or rejection as referred to in Article 6.1 shall not be regarded as a variation in Supplier / Service Provider's Work and shall be carried out at Supplier / Service Provider's own expense.
- 6.3 The rejected Goods will be replaced by the Supplier / Service Provider at its own cost. In case of failure on the part of the Supplier / Service Provider to replace the rejected equipment or material / service, the Company shall be entitled to deduct the entire cost of the rejected equipment or material from the Supplier's invoices which may be due for payment.

### **ARTICLE 7**

### **INDEMNIFICATION**

- 7.1 Supplier / Service Provider hereby agrees and undertakes to indemnify and hold harmless to the Company, its members, subsidiaries, affiliates and joint venture partners, and their respective directors, officers, employees, and agents ("indemnified parties") from and against all proceedings, costs, charges, obligations, liabilities, actions, claims, demands, causes of action, suits, damages, judgments, liens, penalties, and expenses including, without limitation, costs and legal fees which may be rendered against the Company
- 7.2 Without prejudice to the provision of Article 7.1, Supplier / Service Provider shall hold harmless and indemnify Company from and against all liens, attachments or claims by Supplier / Service Provider's Representatives or persons alleging to be Supplier / Service Provider's Representatives in connection with or arising out of Supplier / Service Provider's Work. Company shall have the right to withhold the amount involved in the cost arising out of such lien, attachment or claim from any payment due to Supplier / Service Provider until removal of such lien, or attachment or settlement of such claim by Supplier / Service Provider.

### **ARTICLE 8**

### WARRANTY

- 8.1 The Supplier / Service Provider warrants and guarantees that the Goods / Services shall be of good standard and quality and shall comply in all respects with the agreed terms and scope of work, and are carried out by professionals qualified to perform in a timely and efficient manner and with all reasonable, care and skills.
- In case of failure of the Supplier / Service Provider to rectify any defects in the Goods / Services as notified by the Company, the Company shall have the rights to deduct an amount equivalent to the value of goods / services from the Supplier / Service Provider's invoices which may be due for payment and/or terminate this Agreement without prejudice to other rights and remedies available to the Company.

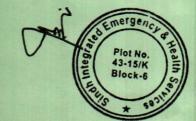
### **ARTICLE 9**

### **TERM & TERMINATION**

9.1 This Agreement shall remain in full force and effect for a period of effective from <a href="November 2<sup>nd</sup> 2022 to June 30<sup>th</sup> 2023">November 2<sup>nd</sup> 2022 to June 30<sup>th</sup> 2023</a>. However, contract can be extended with mutual agreement for a period of further one year (12 months). The contract may further be renewed for next year on mutual consent of both the parties on annual basis, maximum up to three years up to June 30<sup>th</sup> 2025 (subject to the satisfactory performance). The bidder is bound to provide services for extended contract period.







- 9.2 Either party will have the option to terminate this Agreement by giving the other party three (3) month written notice in advance. If the Supplier / Service Provider exercises right under this provision in that case the Supplier / Service Provider shall comply with instructions of the Company in respect of the last date for rendering of the Services and till that date the Supplier / Service Provider shall be responsible to provide the Services.
- 9.3 Breach of any condition of any term of the Contract and directions issued by the Company as and when communicated to the Supplier / Service Provider, including the terms of Annexure A -If the Supplier / Service Provider shall not rectify the breach within the stipulated period or comply with the Obligations of the Supplier / Service Provider, the non-compliance of obligation of the Supplier / Service Provider shall give the Company right to terminate the agreement immediately without notice and without prejudice to any other rights which may be available to the Company.
- 9.4 In the event of the following, the Company shall have the right to immediately terminate this Agreement without assigning any further reason and without any notice in writing or otherwise.
  - a. Supplier / Service Provider fails to comply with any provision of this Agreement, and or fails to comply with local / national laws and directions as and when communicated.
  - b. Any default by Supplier / Service Provider, or in case the Company wishes to close the business at the Site or wants to use it for some other purposes.
- If the Company shall elect to terminate this Agreement, all rights and obligations of Supplier / 9.5 Service Provider shall terminate, except for Supplier / Service Provider's indemnification contained herein.

### **FORCE MAJEURE**

- Neither Party to this Agreement shall be liable for a delay in the execution of the Agreement or 10.1 for any failure to fulfill any term of the Agreement if such delay or fulfillment has been caused by Force Majeure.
- Force Majeure shall for the purpose of the Agreement mean an occurrence, which is beyond the 10.2 control of the party affected and could not have been overcome or prevented by the exercise of reasonable diligence.
- 10.3 Without prejudice to the generality of Article 10.2 the events falling within Force Majeure include, subject to the conditions of the said Article 10.2, force of nature, lightning, earthquakes, floods, volcanoes, tidal waves, acts of war or public enemy, lockdown due to global pandemic and riots.
- 10.4 On the occurrence of any condition of Force Majeure the Party so affected shall immediately give verbal notice of such an event to the other Party and promptly confirm that notice by letter or email to point of contact.



X

X

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### **ASSIGNMENT**

- 11.1 Supplier / Service Provider shall not be entitled to assign either in whole or in part any of its rights and obligations to sub-contractor under the Agreement without the prior written consent thereto of the Company.
- Any Party to whom the rights and obligations under the Agreement are transferred to subcontractor shall be bound by all the provisions of this Agreement. In addition to Article 11.1, Supplier / Service Provider shall procure as a condition precedent to any assignment that such assignment shall:
  - a. Be executed in accordance with the provisions of this Agreement;
  - Be executed contemporaneously with a separate specific Agreement in favor of and for the benefit of the Company to the effect that the assignee accepts and agrees to be bound by the Agreement;
  - c. Be of no force or effect whatsoever unless and until the provisions of this Article 11 have been met, and an executed copy of the Agreement referred to in (b) above has been delivered to Company as a pre-condition to granting the required written consent.

### **ARTICLE 12**

### **COMPLIANCE WITH LAWS**

- 12.1 Supplier / Service Provider its employees and agents shall observe and abide by and shall ensure that its subcontractor shall observe and abide by all applicable laws, rules and regulations in Pakistan in connection with the Agreement including but not limited to those with respect to labor and insurance.
- 12.2 Supplier / Service Provider shall obtain without delay such authorizations, approvals, permits, consents and licenses which are necessary for it to perform the Agreement.
- 12.3 Supplier / Service Provider specifically undertakes that it shall not engage/hire/employ child labor / force labor in line with local labor law, while discharging its contractual duties hereunder.
- 12.4 Without prejudice to any other rights that the Company may have the right to terminate the Agreement or any Contract/Work Statement immediately upon notice in writing if the Supplier / Service Provider violate the provisions of this clause.

### **ARTICLE 13**

### CONFIDENTIALITY

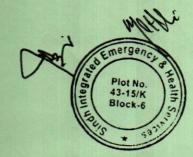
- 13.1 In the performance of this Agreement, each Party may be exposed to Confidential Information of the other Party. No Party may disclose, reveal or use any such Confidential Information without, in each instance, obtaining the express prior written consent of the owner thereof. These obligations shall survive the expiration or termination of this Agreement.
- 13.2 Each Party acknowledges and agrees that the Confidential Information received by it from the other Party shall be kept confidential and shall not be disclosed or revealed to any other person other than those employees of such Party who needs to know the Confidential Information for the purpose of performing their respective obligations under this agreement and such employees shall take responsible steps to keep secrets.
- 13.3 The obligation of the Parties under Confidentiality Clause shall survive the termination/expiry /cancellation of this Agreement and remain valid and in full force even after the termination/expiry/cancellation of this Agreement.

X





X X X



### WAIVER

14.1 A waiver on the part of the Company or the Supplier / Service Provider of any breach of any term, provision or condition of the Agreement shall not constitute a precedent nor bind either party hereto to a waiver of any succeeding breach of the same of any other term, provision or condition of the Agreement.

### **ARTICLE 15**

### **APPLICABLE LAW**

15.1 The validity, applications, interpretation and implementation of the Agreement and any dispute, controversy and claims shall be governed by the laws of the Islamic Republic of Pakistan.

### **ARTICLE 16**

### **JURISDICTION**

16.1 The parties shall submit to the exclusive jurisdiction of the Karachi Courts.

### **ARTICLE 17**

### LANGUAGE

17.1 For all aspects of the Agreement, the English language shall be the ruling language.

### **ARTICLE 18**

### SAFETY

18.1 Supplier / Service Provider shall take all necessary precautions in connection with the Agreement in order to ensure the safety and health of the personnel of Company, Supplier / Service Provider and third parties.

### **ARTICLE 19**

### **NOTICES**

19.1 All notices and other communications to be sent by either party to the other shall be duly communicated if delivered to the other party at its address referred to below or its receipt has been acknowledged in writing provided that either party may any time designate a different address to which notices and other communications are thenceforth to be sent.

### Supplier / Service Provider at:

### Jubilee Life Insurance Building.

74/1-A, Lalazar, M. T. Khan Road, Karachi.

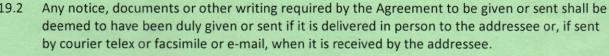
### Company at:

### Sindh Integrated Emergency and Health Services

Plot #43-15/K, Block 06, PECHS

Karachi.

ent to be given or sent shall be



| Name         | Designations                    | Email Address          | Contact<br>Numbers |
|--------------|---------------------------------|------------------------|--------------------|
| Elishba John | Head of Human Resources         | elishba.john@siehs.org | 0301-8234027       |
| Tehreem Qazi | Manager Contracts & Procurement | tehreem.qazi@siehs.org | 0302-8220595       |



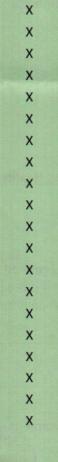


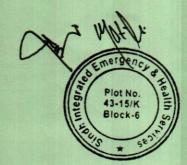
19.3 The address for delivery of notices and documents to the Company or the Supplier / Service Provider, as the case may be, pursuant to this Article shall be as stated in the Agreement or as may otherwise be notified from time to time in writing by one party to the other.

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X X X X X X









### **ALTERNATIVE SUPPLIER / SERVICE PROVIDER**

20.1 In the event of a default by the Supplier / Service Provider to fulfill any of the terms and conditions of the purchase order, the decision of the Company being conclusive and final in the matter, the Company shall have the absolute right to cancel the purchase order forthwith and stop receiving goods / services from the Supplier / Service Provider without incurring any liability financial or otherwise and shall be entitled to recover the cost of arranging alternate Supplies / Service Provider from other sources from the Supplier / Service Provider or adjust the same against the Supplier / Service Provider's outstanding bills.

### **ARTICLE 21**

### SURVIVAL

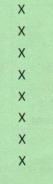
21.1 Cancellation, expiration or earlier termination of this Agreement shall not relieve the Supplier / Service Provider from obligations being entered under this Agreement and Supplier / Service Provider shall be bound to complete the services or supplies of goods with the predetermined specifications and shall continue to be responsible for the warranties, remedies, promises of indemnity and confidentiality as decided.

### **ARTICLE 22**

### **ENTIRETY OF THIS AGREEMENT**

22.1 No prior stipulation, agreement of understanding, verbal or otherwise, of the parties or their agents with respect to the subject matter of this Agreement shall be valid or enforceable unless embodied in the provisions of this agreement.

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### Annexure B **SCOPE OF WORK & GENERAL TERMS**

### **SCOPE OF WORK**

Provision of life insurance coverage to the employees based on their gross salaries with following insurance coverage.

- Death Benefit (death due to any cause including natural as well as accidental);
- Additional Accidental Death Benefit; b.
- Accidental Disability Benefit Including Permanent Partial and Permanent Total Disability; C.
- Temporary Total Disability Benefit; d
- Natural Disability Benefit. e.

### **GENERAL TERMS**

### **SIEHS** responsibilities

SIEHS will provide Jubilee Life Insurance Company Limited with all the data and information required to calculate the premium payable incase employee strength increased from 764 employees. SIEHS will also provide the following information on 25th of every month to keep the record up to date:

- 1. List of new employees joining the scheme
- 2. List of outgoing / terminated employees from the scheme
- 3. List of employees whose gross salary / insurance coverage has been revised

### **Coverage features**

Jubilee Life Insurance Company Limited will provide for payment of death and permanent/partial disability benefits upon happening of the insured event.

| Sr# | Benefits  | Classification      | Amount of Sum<br>Insured  |
|-----|---|---------------------|---|
| 1   | Life Insurance (Death due to any cause)  This coverage assures payment of the sum assured in the event of death of a covered employee. This covers accidental as well as natural death.   | All employees (764) | 36 times salaries   |
| 2   | Accidental Death Insurance (Additional)  If an insured pass away due to an accident, additional sum assured is payable. This implies that Jubilee Life Insurance will pay twice the amount of the deceased's insurance coverage in the event of accidental death. | Same as above       | Same as above   |
| 3   | Permanent Total/ Partial Disability (Due to accident)  This coverage provides for payment of the sum assured, or a percentage thereof according to a Specified schedule in the event of a permanent total/partial disablement due to an accident.                 | Same as above       | For Total Disability: Same as GL & for Partial disability as per schedule |
| 4   | Temporary Total Disability (Due to accident)  If an insured becomes temporarily total disabled due to an accident this benefit provides Weekly payment of a specified amount during the period of disablement.  | Same as above       | 100% of salary, subject to max of Rs.150,000 per month                    |







| 5 | Permanent Total Disability (Natural)   | sident soil   |   |
|---|--|---------------|---|
|   | Disability due to sickness, which prevent from performing all of the duties pertaining to an occupation for which the employee so reasonably suited by education or training and is not following any other occupation, and the disability is determined by the Insurer's medical examiners to be of a permanent nature. | All employees | Same as life benefits                         |
| 6 | Terminal Illness   |               |   |
|   | If an employee becomes terminally ill the insurance company will advance 50% of the sum-insured payable under Group Life Insurance rider maximum of Rs. 500,000/-This cover is being offered with Group Life rider.  | All employees | 50% of basic amount up maximum no Rs. 500,000 |

### **Claim Settlement**

Jubilee Life Insurance Company Limited will settle all life/disability claims within 20 days of receiving of completed documents from SIEHS and SIEHS will be liable to provide all or any document(s) required by Jubilee Life Insurance for settlement of claim.

### Calculation of premium

Annual premium rate for each eligible employee for during the period of this contract will be Rs.1.5 as quoted in the bid for tender 20-2022, Jubilee Life Insurance Company Limited reference quote GL290622OP-1.

### **Data Security:**

All data and information coming to the knowledge of Jubilee Life Insurance Company Limited during the course of contract hereunder are and will be of a confidential nature and Jubilee Life Insurance Company Limited and its employees shall not use or attempt to use or permit any party to use such data or information or disclose or divulge such data or information to any party other than to a party specifically authorized by SIEHS in writing. Jubilee Life Insurance Company Limited and its employees shall not make any alternation whatsoever to any data or information given to Jubilee Life Insurance Company Limited by SIEHS.

### Start of coverage of new employee:

The assurance cover will automatically start after the member join SIEHS and is intimated to Jubilee Life Insurance Company Limited through monthly turnover for those who meet the eligibility criteria of Group Life proposal dated 14<sup>th</sup> September 2022 submitted in response of the SIEHS tender 20-2022 policy GL29062OP-1 and subsequent endorsements or amendments, if any, issued thereon from time to time.

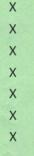
### Typo errors:

Typos in spelling of names and/or number shall not prejudice the cover provided by the assurance company. In the event of a claim, the records of SIEHS shall be treated as final and conclusive.

### Typo errors:

Employees with missing fates of birth or ages shall be provided coverage with the assumption that their ages are within the eligibility age range. However, the sage shall be verified at the time of claim and those who do not meet the criteria or whose names does not appear in the list provided by SIEHS shall not be eligible for claim payment. Jubilee Life Insurance Company Limited shall share the details of all such members with SIEHS as and when intimated.









# Annexure C PRICE SCHEDULE / CONTRACT PRICE

| S.NO | Item Description  | Premium Rate |
|------|---|--------------|
| 1    | Life insurance for SIEHS employees – 9 months   | Rs.1.50      |
|      | Life insurance for SIEHS employees – 2 <sup>nd</sup> Year – 12 months (July 2023 – June 2024) | Rs.1.50      |
| 3    | Life insurance for SIEHS employees – 2 <sup>nd</sup> Year – 12 months (July 2023 – June 2024) | Rs.1.50      |

### Premium Calculation (Upto June 30th 2022)

| GL290622OP-1   | Premium Calculation            |  |                   |
|--|--------------------------------|--|-------------------|
| Benefits   | Premium Rate<br>(Per Thousand) | Sum Insured<br>(Thousand)  | Premium<br>Amount |
| Life Insurance   | 0.85                           | 1,174,824  | 748,950           |
| Accidental Death Insurance (Additional)                | 0.33                           | 1,174,824  | 290,769           |
| Permanent Total Disability (Natural)                   | 0.22                           | 1,174,824  | 193,845           |
| Permanent Total / Partial Disability (Due to accident) | 0.10                           | 1,174,824  | 88,111            |
| Terminal Illness Benefits                              | Free of Cost                   |  |                   |
| Total Premium for 9 months                             |                                | The state of the s | 1,321,67          |

No of Employees: 764 Free cover limit: 10,764,093

Employee covered: Up to age 65 years Premium mode: Annual advance

### Premium Calculation (July 1st 2023 to June 30th 2024 & July 1st 2024 to June 30th 2025)

| GL290622OP-1   | Premium Calculation            |                           |                   |
|--|--------------------------------|---------------------------|-------------------|
| Benefits   | Premium Rate<br>(Per Thousand) | Sum Insured<br>(Thousand) | Premium<br>Amount |
| Life Insurance   | 0.85                           | 1,174,824                 | 998,600           |
| Accidental Death Insurance (Additional)                | 0.33                           | 1,174,824                 | 387,692           |
| Permanent Total Disability (Natural)                   | 0.22                           | 1,174,824                 | 258,461           |
| Permanent Total / Partial Disability (Due to accident) | 0.10                           | 1,174,824                 | 117,482           |
| Terminal Illness Benefits                              | Free of Cost                   |                           |                   |
| Total Premium for 12 months                            |                                |                           | 1,762,236         |

No of Employees: 764 Free cover limit: 10,764,093

Employee covered: Up to age 65 years Premium mode: Annual advance

### Note:

The rates are based on the provided data (date of birth, sum insured) for the current employee strength, however rates will be revised if any change in above information.

- All applicable taxes such as GST/SRRB/WHT/Income etc. have been mentioned and included in the above premium and tax will be deducted according to the government prevailing tax rates.
- 2. In case of any change in tax rates by the government, tax rates of the agreement will be revised accordingly.
- 3. Payment will be made in advance within 30 days after receiving of correct invoice





