

Tender Documents – 78-2023

Provision of health insurance

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HEALTH INSURANCE

TENDER NOTICE

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HEALTH INSURANCE

GUIDELINES FOR BIDDERS:

CHECKLIST

	Single Stage - One Envelope				
S. No	Sequence of Documents (Must be in file using separators)	Check box			
1	Photo copy of Tender fee pay order in title of SINDH INTEGRATED EMERGENCY & HEALTH SERVICES – SIEHS or the online banking/deposit details.				
2	Bid Security (% mentioned in bid data sheet), in shape of a pay order in title of SINDH INTEGRATED EMERGENCY & HEALTH SERVICES - SIEHS				
3	Financial Proposal				
4	Technical Proposal				
5	All pages of SIEHS tender documents have been signed & stamped				
6	Active tax payer document (must be printed from FBR / SRB portal and not more than 15 days before the submission of documents)				
7	NTN Certificate				
8	GST / SST (which ever applicable) - Status must be active and printout to be attached				
9	For last three years income tax return document or financial audit report				
10	Copy of CNIC of signatory of the bid form				
	Affidavit on Rs.100 stamp paper / e-stamp paper that:				
11	a. the bidding company is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government.				
'''	b. the bidder has submitted the correct and complete information along with the bid/offer. If any document/information is found forged/engineered /fake/bogus at any stage, the bidder may be declared as Blacklisted in accordance with law and the bid security, performance guarantee and payment, if any may be forfeited				
12	Satisfactory performance letter from SIEHS (if applicable)				
13	Documents mentioned in evaluation criteria for scoring purpose				



HEALTH INSURANCE

COMPANY INTRODUCTION

Sindh Integrated Emergency and Health Services (SIEHS), is a section 42 not-for-profit company formed in collaboration with the Government of Sindh. This service is a realization of Government of Sindh's commitment to strengthen the primary healthcare structure in Sindh through a public-private arrangement ensuring delivery of timely, effective, patient-focused ambulance and holistic healthcare services, free-of-cost.

SIEHS under its ambit operates and manages Pakistan's first and only ISO 9001:2015 certified ambulance service called Sindh Rescue and Medical Service (SRMS). SRMS operates according to international protocols, and is equipped with advanced medical equipment, life-saving drugs and qualified paramedics and nurses, providing immediate pre-hospital emergency care to those suffering with acute health trauma. The quality emergency services are available to all those who need it, across the social spectrum.

Our Tele Tabeeb and Tele Medicine platform is designed to support health care solutions and capacity building across the general health continuum, free-of-charge. With 24/7 access to doctors, clinical psychologists and healthcare experts, supported by updated algorithms for common diseases and on-going pandemic, we ensure that people in need receive timely diagnostic and counselling services, anytime. Our state-of-the-art call center allows callers to access coordinated advice and counselling services from across Pakistan, by dialing "1123".

SIEHS invites sealed bids on <u>Single Stage - One Envelope Procedure</u> for the provision of health insurance for the SIEHS employees and their dependents from well reputed companies registered with federal / provincial tax authorities.

HEALTH INSURANCE

INVITATION TO BID

Sindh Integrated Emergency and Health Services (SIEHS), invites the sealed bids for the provision of health insurance for the SIEHS employees and their dependents from registered companies available on list of Active Tax Payers" of FBR (for Income Tax) & SRB (For Sales Tax) websites.

Tender fee Rs. 3,000/- (Rupees three thousand rupees only) Non-Refundable	
Bidding procedure	Single Stage – Single Envelope Procedure
Bid security	2% of the total bid value.
Deadline for submission of bids	15 th June 2023 at 9:30 am
Bid opening date and time	15 th June 2023 at 10:00 am

- 1. SIEHS may issue the clarifications or amendments in respect of the bidding documents which will be uploaded at the website (http://siehs.org/tender-documents/), SIEHS will not be responsible of any confusion or misunderstanding in this regard.
- 2. In case of any unforeseen situation or government holiday resulting in closure of office on the date of bid opening, bids will be submitted / opened on next working day at the tentative given time and venue.
- SIEHS reserves the right to reject any or all the bids subject to the relevant provisions of SPP Rules 2010 (Amended 2022). In case of any discrepancy, the SPPRA rules will take precedence.
- 4. SIEHS reserves the right to increase or reduce the number of lives insured under the health policy.

HEALTH INSURANCE

SCOPE OF WORK

A) Provision of comprehensive medical coverage to the employees and their dependents according to their category for a period of 12 MONTHS (July 2023 to June 2024).

Initially contract shall be signed for a period up to June 2024. However, contract can be extended for a period of further one year (12 months). The contract may further be renewed for next year maximum up to three years (subject to the satisfactory performance). The bidder is bound to provide services for extended contract period.

- B) The insurance coverage shall include:
 - a. In-Patient Treatment (Hospitalization);
 - b. Day Care Treatment;
 - c. Maternity Care;
 - d. Other Medical Services / Diagnostic facilities.
- c) Employees and their dependents (including Spouse and Children) will be covered; Details are

	Α	В	С	D	Total	
Employees	4	12	191	1023	1230	
Spouses	4	9	139	635	787	
Children	12	25	220	1473	1730	
Total	20	46	550	3131	3747	

In case of increase / decrease of any employee / dependent, the SIEHS shall inform in writing and the Insurance coverage shall accordingly be commenced / ceased, as the case may be, on the same rates and terms and condition of the Contract Agreement.

In case of birth of new born baby of the employee / dependent, the new born baby shall immediately cover under the Insurance Coverage.

The SIEHS reserves the right to increase / delete the number of lives to be covered on the same rates and terms and condition of the Contract Agreement.

D) The Benefits Plan for each category is detailed:

Benefit	Hospitali zation & Related	Room & board (Limit Per Day)	Pre Hospital Diagnosis	Post Hospital Follow ups	Normal Delivery	Complicated Delivery
Plan A	600,000	30,000	No Inner limit	No Inner limit	105,000	135,450
Plan B	500,000	15,000	No Inner limit	No Inner limit	105,000	135,450
Plan C	350,000	7,500	No Inner limit	No Inner limit	90,000	120,600
Plan D	300,000	5,000	No Inner limit	No Inner limit	80,000	110,400



HEALTH INSURANCE

E) The age band and category wise details are:

Male 18-30	Employees	Α	В	С	D
31-40	Male				
41-50	18-30			64	571
Simple S	31-40	1	5	98	308
Female	41-50	3	5	18	106
18-30	51-60+			3	23
31-40	Female				
Alt-50	18-30			5	13
Total	31-40		1	3	2
Total	41-50		1		
Spouses Male	51-60+				
Spouses Male					
Male 18-30 1 2 31-40 2 4 41-50 1 1 51-60 1 1 Spouses 1 1 Female 1 1 18-30 1 66 304 31-40 2 7 61 252 41-50 1 1 7 64 51-60 1 8 635 Sons 0 to 10 4 8 91 553 11 to 25 3 4 20 188 Total 7 12 111 741 Daughters 0 to 10 3 6 88 575 11 to 20 2 6 18 123 21 to 30 1 3 32 Above 30 2	Total	4	12	191	1023
Male 18-30 1 2 31-40 2 4 41-50 1 1 51-60 1 1 Spouses 1 1 Female 1 1 18-30 1 66 304 31-40 2 7 61 252 41-50 1 1 7 64 51-60 1 8 635 Sons 0 to 10 4 8 91 553 11 to 25 3 4 20 188 Total 7 12 111 741 Daughters 0 to 10 3 6 88 575 11 to 20 2 6 18 123 21 to 30 1 3 32 Above 30 2					
18-30 1 2 31-40 2 4 41-50 1 1 51-60 1 1 Spouses 1 1 Female 1 66 304 31-40 2 7 61 252 41-50 1 1 7 64 51-60 1 8 8 Total 4 9 139 635 Sons 0 to 10 4 8 91 553 11 to 25 3 4 20 188 Total 7 12 111 741 Daughters 0 to 10 3 6 88 575 11 to 20 2 6 18 123 21 to 30 1 3 32 Above 30 2	Spouses				
31-40	Male				
41-50 1 51-60 1 Spouses 1 Female 8 18-30 1 31-40 2 2 7 41-50 1 1 7 64 51-60 1 8 8 139 635 Sons 9 0 to 10 4 4 8 91 553 553 11 to 25 3 4 20 188 Total 7 12 111 741 Daughters 0 1 0 to 10 3 6 88 575 11 to 20 2 6 18 12 1 3 32 Above 30 2	18-30			1	2
51-60 1 Spouses Female 18-30 1 31-40 2 41-50 1 51-60 1 Total 4 9 139 635 Sons 0 to 10 4 8 91 553 11 to 25 3 7 12 111 741 Daughters 0 to 10 3 6 88 575 11 to 20 2 6 18 12 13 32 Above 30 2	31-40			2	4
Spouses Female 18-30 1 66 304 31-40 2 7 61 252 41-50 1 1 7 64 51-60 1 8 8 Total 4 9 139 635 Sons 0 to 10 4 8 91 553 11 to 25 3 4 20 188 Total 7 12 111 741 Daughters 0 to 10 3 6 88 575 11 to 20 2 6 18 123 21 to 30 1 3 32 Above 30 2 2 3 4	41-50			1	
Female 18-30 1 66 304 31-40 2 7 61 252 41-50 1 1 7 64 51-60 1 8 8 139 635 Sons 0 to 10 4 8 91 553 11 to 25 3 4 20 188 Total 7 12 111 741 Daughters 0 to 10 3 6 88 575 11 to 20 2 6 18 123 21 to 30 1 3 32 Above 30 2 2 3 4 3 32	51-60		1		1
18-30 1 66 304 31-40 2 7 61 252 41-50 1 1 7 64 51-60 1 8 8 139 635 Sons 0 to 10 4 8 91 553 11 to 25 3 4 20 188 Total 7 12 111 741 Daughters 0 to 10 3 6 88 575 11 to 20 2 6 18 123 21 to 30 1 3 32 Above 30 2	Spouses				
31-40 2 7 61 252 41-50 1 1 7 64 51-60 1 8 139 635 Sons 0 to 10 4 8 91 553 11 to 25 3 4 20 188 Total 7 12 111 741 Daughters 0 to 10 3 6 88 575 11 to 20 2 6 18 123 21 to 30 1 3 32 Above 30 2	Female				
41-50 1 1 7 64 51-60 1 8 139 635 Sons 0 to 10 4 8 91 553 11 to 25 3 4 20 188 Total 7 12 111 741 Daughters 0 to 10 3 6 88 575 11 to 20 2 6 18 123 21 to 30 1 3 32 Above 30 2	18-30	1		66	304
51-60 1 8 Total 4 9 139 635 Sons 0 to 10 4 8 91 553 11 to 25 3 4 20 188 Total 7 12 111 741 Daughters 0 to 10 3 6 88 575 11 to 20 2 6 18 123 21 to 30 1 3 32 Above 30 2	31-40	2	7	61	252
Total 4 9 139 635 Sons 0 to 10 4 8 91 553 11 to 25 3 4 20 188 Total 7 12 111 741 Daughters 0 to 10 3 6 88 575 11 to 20 2 6 18 123 21 to 30 1 3 32 Above 30 2	41-50	1	1	7	64
Sons 0 to 10 4 8 91 553 11 to 25 3 4 20 188 Total 7 12 111 741 Daughters 0 to 10 3 6 88 575 11 to 20 2 6 18 123 21 to 30 1 3 32 Above 30 2	51-60			1	8
0 to 10 4 8 91 553 11 to 25 3 4 20 188 Total 7 12 111 741 Daughters 0 to 10 3 6 88 575 11 to 20 2 6 18 123 21 to 30 1 3 32 Above 30 2 3 2	Total	4	9	139	635
0 to 10 4 8 91 553 11 to 25 3 4 20 188 Total 7 12 111 741 Daughters 0 to 10 3 6 88 575 11 to 20 2 6 18 123 21 to 30 1 3 32 Above 30 2 3 2					
11 to 25 3 4 20 188 Total 7 12 111 741 Daughters 0 to 10 3 6 88 575 11 to 20 2 6 18 123 21 to 30 1 3 32 Above 30 2 2 3 3	Sons				
Total 7 12 111 741 Daughters 0 to 10 3 6 88 575 11 to 20 2 6 18 123 21 to 30 1 3 32 Above 30 2 2 3	0 to 10	4	8	91	553
Daughters 3 6 88 575 11 to 20 2 6 18 123 21 to 30 1 3 32 Above 30 2 2 3 3	11 to 25	3	4	20	188
0 to 10 3 6 88 575 11 to 20 2 6 18 123 21 to 30 1 3 32 Above 30 2	Total	7	12	111	741
0 to 10 3 6 88 575 11 to 20 2 6 18 123 21 to 30 1 3 32 Above 30 2	Daughters				
21 to 30 1 3 32 Above 30 2		3	6	88	575
21 to 30 1 3 32 Above 30 2		2		18	
Above 30 2			1	3	32
Total 5 13 109 732					
	Total	5	13	109	732

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F) Claim Ratio for the last insurance calendar year are given below:

Particulars	Total Annual Premium	Earned Premium	Paid Claim	Pending Claim	Total Claim	IBNR**	Claim Ratio %	Lives
H&R	9,587,940	9,587,940	8,426,290	1,346,722	9,773,012	1,073,957	113.13%	
Maternity Claims	8,531,541	8,531,541	5,118,027	356,611	5,474,638	601,609	71.22%	
OPD Claims	0	0	0	0	0	0	0%	
CHB Claims	0	0	0	0	0	0	0%	
CDD Claims	0	0	0	0	0	0	0%	
CMM Claims	0	0	0	0	0	0	0%	
Total	18,119,481	18,119,481	13,544,317	1,703,333	15,247,650	1,675,566	93.40%	2,562

G) Additional Terms:

- a. In case of Non-panel hospital treatment, reasonable and customary charges as in Panel hospital facilities are to be paid.
- b. Pre-existing Conditions are to be covered for up to 100% of the respective H&R Limits.
- c. Congenital conditions are to be covered for up to 100% of available H&R Limits
- d. Interferon therapy for Hepatitis B & C Patients are to be covered for up to 100% of the respective H&R Limits
- e. Psychiatric treatment is covered.
- f. Room Limits are applicable to Hospitalization in Maternity Cases.
- g. Maternity and its related benefits are standalone and not included in H&R benefit.
- h. Swift turn-around of reimbursement of claims, less than 30 days.
- н) Daycare Surgeries & Specialized Investigations In Outpatient Settings Including Coverage:
 - a. Specialized Investigation:

1.	Endoscopy	11.	Barium Meal
2.	Gastroscopy	12.	Barium Enema
3.	MRI	13.	Biopsy
4.	Angiography	14.	Carotid Doppler
5.	Thallium Scan	15.	EEG
6.	Colonoscopy	16.	EMG
7.	Echo.	17.	HAULTER'S Monitoring.
8.	ETT	18.	Pet Scan
9.	CT Scan	19.	FNA
10.	Mammography	20.	NCS

HEALTH INSURANCE

b. Day Care Surgical Procedure

1.	Lithotripsy (Kidney Stone)	10.	Incision and Drainage (I&D)
2.	Dilation & Curettage (D&C)	11.	Sclerotherapy
3.	Tonsillectomy	12.	EVBL
4.	Adenoidectomy	13.	Arthroscopy
5.	Varicose Veins	14.	PRP
6.	Cataract Surgery	15.	Yag Laser
7.	Chemotherapy	16.	Zi Avastia / Ink. Lucentis
8.	Radiotherapy	17.	BAWO
9.	Dialysis		

c. Additional Services needed:

1.	Treatment of Fractures
2.	Local Road Ambulance for Emergencies only
	Emergency Dental Treatment due to accidental injuries within 48
	hours (for pain relief only).

General Conditions:

- 1. All the Health Insurance Cards in case of new Employees or Addition /Deletion / Plan Revision Correction cases shall be provided by the Insurance Company within 10 days from the submission of intimation.
- 2. Premium for New lives to be Added / Deleted or Plan Revise shall on the same rates as per Premium Rates quoted in the Bid.
- 3. Bidder must provide Hotline numbers of the Company's Representatives / Focal Person (s) in order to facilitate and provide necessary information to the patients in case of Hospitalization in Panel Hospitals.
- 4. Approval / Authorization of Hospitalization shall be provided to the Hospital / Patient in not more than 01 Day. All intimations of Approvals / Regrets must also be furnished to the SIEHS through email.
- 5. All the IPD and OPD Reimbursement Claims would be paid within 10 days from the date of submission of claims.
- 6. In case of IPD / Maternity Reimbursement Claim of a Non-Panel Hospital, a deduction of not more than 10% of the Total Claim may be made. This shall be waived if the treatment is unavailable at a Panel Hospital or is some Special or peculiar circumstances.
- 7. In case of return or withholding of Claim for Reimbursement, a formal intimation by letter or email would be required by the Insurance Company describing the reason for return or withholding.
- 8. If an Employee / Patient wishes not to disclose certain personal information such as Investigations Reports, the requirement in Reimbursement Cases shall be waived upon the request of the Employee / Patient.
- 9. Requirement of Prescriptions shall be waived in case the Employee / Patient is a Doctor/ Medical Practitioner upon request.
- 10. All the Health Insurance Cards must bear the SIEHS Employee ID and Name of Department, provided in the list as and when the contract is awarded.



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- 11. The Bidder will provide the Claims Utilization Report for Hospitalization and Reimbursement on Quarterly Basis.
- 12. In case of non-issuance of Insurance Card to an existing employee, due to non-provision of data required for issuance of Health Insurance Card, the employee or his dependent shall be provided Hospitalization Coverage after obtaining necessary approval / verification from the SIEHS.

Commencement of Insurance Coverage:

- 1. Insurance coverage shall commence from contract date.
- 2. SIEHS shall provide the complete details of employees at least 14 days prior to commencement of Insurance Coverage.
- 3. The Insurance Company shall arrange preparation of necessary documents and Health Card to the insured person well before commencement of insurance coverage.
- 4. The Insurance Company shall ensure the delivery of Health Card and complete details about the Panel Hospitals, available facilities at those hospitals, telephone numbers, claim filing process and other relevant information to the insured person well before commencement of Insurance coverage.

Profit Sharing:

Any Profit / Premium left at the end of the Contract Agreement will be shared on 50:50 basis after deducting the Admin Charges of 10%, Any Pool amount (OPD Pool) left unutilized at the end of the Contract Agreement will be fully refunded (100%) to the organization.

Payment:

Payment of Premium shall be processed on half yearly basis.

The Insurance Company shall submit the following documents along with the Invoice:

- 1. Original Invoice in triplicate.
- 2. Copy of the Signed Contract.
- 3. List of Insured Employees / Dependents
- 4. Complete details of claims received, paid, pending during the quarter.
- 5. Complete details of pending claims with reason of pendency.

Processing of Claim:

- 1. The Insurance Company shall process the claim within a working day of receipt of claim.
- 2. The Insurance Company cannot demand any unrealistic document for processing of claim.
- 3. The Insurance Company shall ensure the payment of claim within 15 working days, subject to fulfillment of minimum required formalities. If insurance company does not pay any valid claim within 15 working days for whatsoever reason including any reason because of terms of this Bidding document, SIEHS has power to charge penalty up to 1% of quarterly premium amount for each default / delay in claim payments and will deduct such penalties from premium bill amount at that time of making payments to insurance company.



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4. Provided further that if insurance company incur consequent five delays / defaults in claim payments SIEHS has right to cancel agreement along with imposition of penalty amounting maximum to 1 quarter premium payment.

BIDDING PROCEDURE

Bids should be submitted in accordance with instructions and bidding procedure shared in this document. Bids are invited as per Single Stage – One Envelope Procedure in accordance with rule sub rule 1 of rule 46 of the Sindh Public Procurement Rules, 2010 (Amended 2022).

INSTRUCTIONS TO BIDDERS

- 1. Bidder must read all the contents of invitation for bid / notice inviting tender as well as the bidding documents and understand all the requirements.
- 2. Bidder must ensure that the Bid Form is filled in all respect, without any confusion.
- 3. Bid Security shall be inserted in the proposal.
- 4. There should not be any over-writing, double writing, crossed, additional conditions.
- 5. Rates/Prices are to be quoted clearly in digits as well as in words in Pak Rupees.
- 6. Each document/paper submitted by the bidder shall be signed/stamped by the bidder on the face of document.
- 7. Bidder shall examine the Bid Evaluation Criteria and insert appropriate document in the proposal accordingly.
- 8. Conditional bids, telegraphic bids, bids not accompanied by bid security of required exact amount and form, without tender fee, bids received after specific date and time and bids of blacklisted firms shall be treated as rejected / non-responsive.

ELIGIBILITY CRITERIA FOR BIDDERS

Bidder which meets the eligibility criteria / mandatory requirements would be declared responsive for further evaluation as per the evaluation criteria specified in this bidding document.

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

- 1. For any existing or previous service / goods provider to Sindh Integrated Emergency and Health Services (SIEHS) or Aman Health Care Services (AHCS), the bidder needs to obtain a <u>'Satisfactory performance letter'</u> from SIEHS or AHCS. No other certificates will be accepted for eligibility. This letter can be obtained by a written request to SIEHS's procurement department or technical end user department.
- 2. Registration with NTN/ FBR / SRB.
- 3. Bidder / Company must be available on List of Active Tax Payers" of FBR (for Income Tax) and SRB (For Sales Tax) websites.
- 4. The bidder must have at least 5 years of experience in the relevant field pertaining to Health Insurance.

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- 5. Certificate of Incorporation issued by the Securities & Exchange Commission of Pakistan "SECP"
- 6. Copy of tender Fee of Rs. 3,000 in shape of Pay order should be in favor of Sindh Integrated Emergency and Health Services (NTN# 4979065-0). In case of online deposit then transactional details are required to be attached.
- Bidder must have at least one of Full-Time doctors for case management in medical & Claims Dept.
- 8. Bidder has credit rating minimum "AA" of PACRA/JCR-VIS as on the date of submission of bid.
- 9. Equity / Net Worth of the bidder as on closing of last fiscal year should not be less than Rs. 0.5 billion and same shall be reflected in the audited accounts
- 10. Affidavit that firm has never been blacklisted

Any quote not meeting the eligibility criteria will be considered disqualified.

LIST OF DOCUMENTS TO BE ENCLOSED:

Bidder(s) must ensure that the following documents are enclosed with the bid

- 1. Complete bidding documents, duly signed and stamped on its each/every page as acceptance of all terms & conditions of this tender document.
- 2. Copy of tender Fee of Rs. 3,000 in shape of Pay order should be in favor of Sindh Integrated Emergency and Health Services (NTN# 4979065-0). In case of online deposit then transactional details are required.
- 3. Copy of NTN / Income Tax Registration Certificate, Sales Tax Registration Certificate /On line verification of Active Tax Payer for Sales Tax. Must be registered in province of Sindh for provincial tax/SRB.
- 4. Copy of CNIC of signatory of the Bid Form.
- 5. Audited financial statement of the bidder for last three years.
- 6. List of panel hospitals all over the Pakistan.
- 7. List of present CORPORATE CLIENTS of Group Health Insurance with name and contact persons, cell/telephone numbers, addresses and number of employees of that each client. Provide the document evidence in the form of satisfactory certificate & work order
- 8. Copy of documents in respect of PACRA / JCR-VIS Rating.
- 9. Details of Full-Time Doctors for Case Management in Medical & Claims Dept.
- 10. Details of Medial Call Center (24/7 Helpline).
- 11. Affidavit on Rs.100 stamp paper / e-stamp paper (non-judicial) that:
 - a. that none of the directors of the Insurance Company is awarded any punishment from any court of law.



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- b. The bidding company is neither blacklisted nor suspended by any National / International and & not involved in any active litigation with GoP or GoS., including Provincial and Federal Government.
- c. The bidder has submitted the correct and complete information along with the bid/offer. If any document/information is found forged/engineered /fake/bogus at any stage, the bidder may be declared as Blacklisted in accordance with law and the bid security, performance guarantee and payment, if any may be forfeited.
- 12. Filled, signed and stamped SIEHS vendor information form (attached in the end of the document)
- 13. Valid documentary evidence in support of evaluation and qualification criteria.
- 14. Bid Security of required amount and form. Lower amount of bid security will be rejected.
- 15. Bid form(s) duly filled in all respect and clearly quoted price.

Once again note that bidder must ensure that the bid form is filled in all respect, without any confusion, there should not be any over-writing, double writing, crossed, additional conditions and Rates are quoted clearly in digits as well as in words. Bidder(s) must understand that all payments / transaction shall be made in Pakistani Rupees (PKR) only. Bidder(s) must work carefully and gross rates to be quoted, including all applicable taxes and also incorporate the impact of Sales Tax. SIEHS shall made payments after deduction of all applicable taxes including Income Tax & SST / GST and other taxes, if any.

CLARIFICATION / QUERIES ON TENDERING DOCUMENTS

An interested bidder requiring any clarification(s) of the bidding documents may notify to SIEHS in writing via email address provided in the bid data sheet duly referring the title of the tender in email subject. The concerned officer will respond in writing via email to any request for clarification within three (03) calendar days, provided they are received at least five (05) calendar days prior to the date of opening of bid. Clarification response (including an explanation of the query but without identifying the source of inquiry) will be posted on SIEHS website tender section).

BID PRICE

- 1. The price / bid offer quoted should be firm, final and clearly written / typed without any ambiguity.
- 2. The bid price should include all the government taxes, as per prevailing taxation rates of provincial / federal / local governments etc. (e.g., SST/GST, Income Tax, Withholding Tax etc.).
- If there is no mention of taxes or calculation error, the offered/quoted price will be considered
 as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the
 Income Tax / SST / GST or other taxes during the contract period shall be passed on to
 SIEHS.
- 4. The bidder shall deem to have obtained all related information as to the requirements thereto which may affect the bid offer / price if required.



HEALTH INSURANCE

VALIDITY OF BIDS

Bids shall remain valid for ninety (90) days w.e.f. date of opening of Technical Proposals. The bids without or less than Ninety (90) days validity will be rejected.

LANGUAGE OF BIDS:

The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case for purposes of interpretation of the Bid, the translated version shall prevail.

BID SECURITY / EARNEST MONEY

- 1. The bid must be accompanied by a bid security in shape of a DD/Pay Order of 2% of the total contract value inclusive of taxes in favor of "Sindh Integrated Emergency and Health Services" on account of Earnest Money/Bid Bond (refundable) valid for a period of 28 days beyond the bid validity date. For unsuccessful parties the earnest money will be refunded within a period one month after the finalization of successful bidder.
- 2. The Bid Security shall be attached with the proposal. No interest will be paid on bid security.
- 3. Any bid not accompanied by an acceptable bid security shall be rejected by the SIEHS as non-responsive.
- 4. The bid security / earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of bid security whichever is earlier.
- 5. The bid security of the successful contractor will be returned only when the bidder furnishes the required Performance Security and signed relevant contract agreement. The successful bidder can adjust the Bid Security towards Performance Guarantee, in this situation, the successful bidder shall submit the balance amount on account of Performance Guarantee.

ACCEPTANCE / REJECTION OF BID

A bid determined as non-responsive will be rejected and will not be made responsive by the bidder by correction of the non-conformity.

The bid shall be rejected if:

- It is substantially non-responsive in a manner prescribed in this tender document.
- 2. It is against the Pakistani Laws, Rules, Regulations, Policies, Permits, Codes etc.
- 3. Bidder has conflict of interest with the SIEHS.
- 4. Bidder engages in corrupt or fraudulent practices in competing for Contract award.
- 5. Bidder tries to influence the bid evaluation / Contract award.
- 6. Bid submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- 7. Unsigned, incomplete, partial, ambiguous, conditional, alternative, late
- 8. Qualified by vague and indefinite expression such as "subject to prior confirmation", "subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly



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- 9. Without verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements; or
- 10. Bidder fails to meet all the requirements of Tender Eligibility / Qualification Criteria
- 11. Bids submitted for partial / limited services / items as specified in the Format for Quoting the Rates / Schedule of Requirements / BoQ
- 12. Bid submitted with shorter bid validity period (i.e. less than 90 days)
- 13. Bidder fails to meet the minimum evaluation criteria requirements.
- 14. Bid not accompanied by the Bid Security (Earnest Money) of required amount and form.
- 15. Bidder refuses to accept the corrected Total Bid Amount / Price.
- 16. The Bidder has been blacklisted by any public or private sector organization.
- 17. Bidder has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- 18. Black Listed firms will not be considered and will be rejected.

FORFEITURE OF BID SECURITY

The bid security / earnest money shall be forfeited / confiscated:

- 1. A bidder requests to withdraw his or its bid after opening but within the bid validity period
- 2. Successful bidder fails to furnish performance security.
- 3. Successful bidder fails to sign the acceptance of PO or signing the contract/agreement or back-off after acceptance of the Letter of Acceptance or signing of the contract/Agreement.
- 4. A bidder does not accept the correction of the quoted amount following the correction of arithmetic errors.
- 5. A bidder has been found black listed by any agency of Federal or Provincial Government.

CANCELLATION OF BIDDING PROCESS

SIEHS Procurement committee:

- May cancel the bidding process at any time prior to the acceptance of a bid or proposal.
- 2. Shall incur no liability towards the bidders.
- 3. Shall intimate the cancellation of bidding process immediately and upload a notice on the company website followed by prompt return of bid security.
- 4. Shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds.

AMENDMENT OF TENDER DOCUMENT

a. At any time prior to the deadline for submission of bids, SIEHS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by issuing a note to the provided email address shared by the bidder.



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- b. All interested bidders that have downloaded the bidding documents from SIEHS website need to inform via email at 'procurement@siehs.org' to register their email address so any amendments are notified by SIEHS staff. The amendments will be binding on the bidder. Email sent by the bidder should specify the tender number, tender title and the email id for correspondence.
- c. Any amendments thus issued shall form eternal part of the tender document. To offer bidders a reasonable timeframe for preparing revised bids, the SIEHS may at its discretion extend the deadline for submission of bids.

PERIOD OF CONTRACT

Initially contract shall be signed for a period of 12 MONTHS (July 2023 to June 2024). However, contract can be extended for a period of further one year (12 months). The contract may further be renewed for next year maximum up to three years (subject to the satisfactory performance). The bidder is bound to provide services for extended contract period.

DEADLINE FOR SUBMISSION OF BID

Bids must be received at the identified address no later than the time and date specified in the Bid Data Sheet. Any claim against the bids received late shall not be considered at any stage. Bidders are advised in their own interest to take all precautionary measures for delivery of sealed bids before the deadline for submission of bid.

SINGLE STAGE - ONE ENVELOPE PROCEDURE.

- 1. Bid shall comprise a single package envelope.
- 2. SIEHS shall evaluate the proposal in a manner prescribed in advance and reject any proposal which does not conform to the specified requirements. No amendments in the proposal shall be permitted after the submission of documents.
- 3. Bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance.
- 4. The bid should contain all the relevant information and desired enclosures in the prescribed format.
- 5. Bid should be submitted in a sealed envelope:
 - i. Be addressed to the SIEHS at the address given in the bidding documents
 - ii. Opened or e-mailed or faxed or telexed bids will not be accepted.
 - iii. Any bid received by the SIEHS after the date and time of tender opening will be rejected and returned as unopened to sender / bidder.
 - iv. Bids qualified by such vague and indefinite expression such as "subject to prior confirmation", "subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly.

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- v. Bidder shall comply with all Pakistani Laws, permits, codes and regulation applicable to the bidder's performance of services. Bid against the Government Rules and Policies, Conditional Bid, Ambiguous Bid or incomplete Bid and Bid without Bid Security will be rejected. No supplementary or revised offer after the opening of bids shall be entertained.
- vi. In case of announcement of Public Holiday or any unfavorable circumstance, the bids will be opened on next working day. Other terms and conditions, venue and time for drop and opening will remain unchanged.
- vii. In case of discrepancies between the Notice Inviting Tender (NIT) and the Bidding Documents, the Bidding Documents shall take precedence.
- viii. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the bid validity period specified in the bid document.

POST BID SUBMISSION

OPENING OF BID

- 1. The date for opening of bids and the last date for the submission of bids shall be as given in the bidding documents and in the tender advertisement. In case, the two dates are different, the date and time, given in the bidding documents shall apply.
- 2. In case of the date of opening of tender declared as Public Holiday by the Government of Sindh or Federal Government or non-working day due to any reason, the next official working day shall be deemed to be the date for submission and opening of tenders/bids/offers, accordingly. The time and venue shall remain same.
- 3. All bids shall be opened publicly in the presence of all the bidders, or their representatives, who may choose to be present in person, at the time and place announced in the invitation to bid.
- 4. The Procurement committee shall read aloud the name of the bidder and total amount of each bid, and of any alternative bids if they have been permitted, shall be read aloud and recorded when opened.
- 5. All bidders in attendance shall sign an attendance sheet.
- All bids submitted after the time prescribed as well as those not opened and read out at bid opening, due to any procedural flaw, shall not be considered, and shall be returned without being opened.

EVALUATION OF BIDS

- 1. All bids shall be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in the bidding documents.
- A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issuance of notice for invitation of bids.
- 3. The Committee may seek the clarification from the bidder in writing or oral as the case may be, in case of committee deemed fit, however any clarification shall not be changing the sanctity of original bid.
- 4. The Bids/Offers shall be evaluated conformity the requirements of terms & conditions of the bidding document based on the record / documentary evidence submitted by the bidder.

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ANNOUNCEMENT OF BID EVALUATION REPORT

- 1. Procurement committee shall announce the results of bid evaluation in the form of a report giving reasons for acceptance or rejection of bids.
- 2. The report shall be uploaded on SIEHS website and intimated to all the bidders through email at least three (3) working days prior to the award of contract.

BID EVALUATION CRITERIA

THE BIDS SHALL BE EVALUATED ON MOST ADVANTAGEOUS BID BASIS. The bidder which attains the highest combined weighted technical and financial score according to the following criteria shall be selected.

- 1. The Bids shall be evaluated on complete Lot / Group / Package basis reflected in the Bid Form / Price Schedule. Bids for partial / limited item(s) shall not be considered and rejected.
- 2. The following merit point system for weighing evaluation factors / criteria will be applied for technical proposals.
- 3. Bidders achieving minimum 70% overall points / marks will be considered only for further process besides minimum compliance of 30% points/marks is mandatory in all clauses. Documentary evidence must be attached in support of your claim.
- 4. Only those Financial Proposals will be announced / considered which were technically qualified by the Committee.

S#	Evaluation Criteria	Points
1.	No. of Year providing Health Insurance Services (Document will be verified)	Maximum 10
1.a	25 years or above	10
1.b	15 to 25 years	5
1.c	Less than 15 years	2
2.	Portfolio of Health Insurance Business as of June 30, 2022 (Documents will be verified)	Maximum 10
2.a	Over 3 Billion PKR	10
2.b	Between 2.5 and 3 Billion PKR	5
2.c	Less than 2.5 Billion	2
3.	Number of Hospitals in Panel nation-wide (Current Details to be provided with location)	Maximum 10
3.a	Over 400 Hospitals	10
3.b	Between 300 and 400 Hospitals	5
3.c	Less than 300 Hospitals	2
4.	Number of Full time Doctors in Claims Function (Current Details to be provided)	Maximum 10
4.a	Over 25 Doctors available	10
4.b	Between 15 and 25 Doctors available	5
4.c	Less than 15 Doctors available	2



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5.	Associated Diagnostics Facilities	Maximum 10
	(Current Detailed list to be provided)	
5.a	Over 100 diagnostic centers	10
5.b	Between 50 to 100 diagnostic centers	5
5.c	Below 50 diagnostic centers	2
6.	PACRA- Insurer Financial Strength Rating	Maximum 10
	(Latest Rating Documentation to be provided)	
6.a	AAA (ifs)	10
6.b	AA++ (ifs)	8
6.c	AA+ (ifs)	6
6.d	AA (ifs)	4
7.	Financial Strength	Maximum 10
7 -	(Latest Audited Financial Statement)	40
7.a	Statements with over 3 Billion PKR bottom line	10
7.b	Statements between 2.5 and 3 Billion PKR	5
7.c	Statements less than 2.5 Billion	2
	Total Points	70

FINANCIAL EVALUATION - 30 Marks

SIEHS shall not be responsible for any erroneous calculation of taxes and all differences arising out shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Government at any time during execution / evaluation period shall be passed to SIEHS.

Marks obtained in the detailed technical evaluation will be carried forward. Tender will be awarded to the responding organization with maximum accumulative points (Technical Score + Financial score)

The formula for financial scoring is that the lowest bidder gets 30% Marks and the other bidders score 30 multiplied by the ratio of the lowest bid divided by the quoted price.

[Lowest quoted price ÷ Next higher proposed price of the competing bidder] x allocated financial score

CLARIFICATIONS / CORRECTIONS OF BID

To assist in the examination, evaluation and comparison of the bids the committee at its discretion may ask the bidder for a clarification of its bid. The request for clarification and the response will be in writing via email and no change in the price or substance of the bid will be permitted.

Arithmetical errors will be rectified on the following basis:

1. If there is a discrepancy between unit price and total price that is obtained by the multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If



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there is a discrepancy between the words and figures the amount in words shall prevail. If there is a mistake in addition / totaling that can be corrected.

2. If the bidder does not accept the corrected amount of bid, his bid will be rejected and his bid security will be forfeited.

PENALTY

The Insurance Company shall ensure the payment of claim within 15 working days, subject to fulfillment of minimum required formalities. If the insurance company does not pay any valid claim within 15 working days for whatsoever reason including any reason because of terms of this bidding document, SIEHS has the power to charge a penalty up to 1% of quarterly premium amount for each default / delay in claim payments and will deduct such penalties from premium bill amount at that time of making payments to insurance company.

Provided further that if insurance company incur consequent five delays / defaults in claim payments, SIEHS has the right to cancel the agreement along with imposition of penalty amounting maximum to 1 quarter premium payment.

PERFORMANCE SECURITY

The Successful bidder shall submit the Performance Security / Guarantee in the amount specified in the Bid Data Sheet in the shape of Pay Order or Demand Draft or a Bank Guarantee in favor of SIEHS issued by a scheduled bank in Pakistan valid for a period of thirty (30) days beyond the date of completion / expiry of the contract. No interest will be paid on Performance security.

REFUND OF PERFORMANCE SECURITY

The Performance Security / Guarantee shall be returned after expiry of contract and settlement of all claims. This amount will be returned to the supplier after satisfactory completion note from SIEHS.

FORFEITURE OF PERFORMANCE SECURITY

- 1. In the event of failure to provide items/services as per Contract Agreement / Work Order within the stipulated period, the performance security may be forfeited.
- 2. In that event, acquiring of the said items/services may be taken from the next lowest bidder vide the same work order at contractor's risk and cost without any farther reference, so that the loss incurred would be recoverable from the Performance Security of the said contractor or from any sum due of which may become due to the contractors.
- If any equipment / instrument or property of SIEHS or its representative / landlord / donor/ is damaged by the representative of approved firm, cost of the same will be deducted from the performance security money / pending bills of the contractor.



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APPLICABLE LAW

The Contract shall be governed by the Laws of Pakistan and the Courts of Karachi - Pakistan shall have exclusive jurisdiction.

ARBITRATION

Any difference or dispute or liability of whatsoever nature arising out of the contract or in any way relating to the contract or to its construction or fulfillment should be settled as far as possible, amicably between the SIEHS and the bidder company. Should the parties fail to come to an amicable settlement the same shall be referred to the award of Arbitrators to be nominated one each by the SIEHS and the bidder company within fifteen (15) days of notice from either side or in the case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing prior to proceeding with the arbitration. The decision of the Arbitrators or the Umpire, as the case may be, shall be final and binding on both the parties. The arbitration shall take place at Karachi, under Pakistani Law of Arbitration.

RIGHT TO VARY / CANCEL QUANTITIES AND SPLIT ORDER

SIEHS reserves the right to increase and/or decrease and/or cancel the originally specified requirements without any change in unit price or other terms and conditions during the contract period.

TERMINATION & CANCELATION OF CONTRACT

If the bidder company fails to provide the satisfactory services, the SIEHS shall be entitled at its option to cancel the contract and recover the damages besides forfeiture of performance guarantee. The SIEHS shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract/agreement.

REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY

Redressal of Grievances & settlement of dispute will be as per Rule 30 & 31 of SPPRA Rule-2010 (Amended 2022).

COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of its documents, while SIEHS in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.



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COST OF STAMP DUTY

0.35% of the contract/agreement value (incl. of tax) or as notified by the Government of Sindh, will be paid by successful bidder as stamp duty prior entered into signing the contract/agreement.

PAYMENT TERMS

SIEHS standard payment terms are 45 days' credit after submission of correct invoice. Advance payments before the initiation of services are discouraged. Under requirement of advance payment, successful bidder will be required to share submit a pay order or bank guarantee (from a scheduled bank in Pakistan) of same amount (inclusive of tax) as guarantee and refunded upon successful completion of services at end of the period of performance of the contract/agreement.

AWARD OF CONTRACT

The draft contract agreement along with the terms and condition is attached with this bidding documents. However, the final contract agreement shall be finalized with the mutual consent of SIEHS and the successful bidder. Within fifteen (15) days of receipt of the draft contract, the successful bidder shall sign the contract and return it to SIEHS. The successful bidder shall furnish the performance security in accordance with the conditions of contract. Failure of the successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

NOTIFICATION OF AWARD

Prior to the expiration of the period of bid validity, the SIEHS will notify the successful bidder in writing by issuing a letter of acceptance, that its bid has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of the performance security, SIEHS will promptly notify each unsuccessful Bidder(s) and will discharge its bid security.

CANCELLATION OF CONTRACT

If the successful bidder fails to provide the satisfactory goods/service, SIEHS shall be entitled with the option to cancel the contract and recover the damages besides forfeiture of performance guarantee. SIEHS shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract.



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TENDER TIMELINES

The estimated timing for the key milestones in the tender process is as follows:

Steps	Time line	Dates
Tender advertisement published in the newspapers and/or Tender uploaded on SPPRA & SIEHS website		26 th May 2023
Pre Bid Meeting with suppliers on tender documents queries	11:00 AM	31 st May 2023
Addressing of queries from bidders	From the date of publishing of tender up till 05 calendar days before the date of bid submission	10 th June 2023
Bid submission by vendors	Maximum by 9:30 AM	15 th June 2023
Proposal opening by committee	10:00 AM	15 th June 2023
Internal approvals, project award with Letter of intent and contract signing	-	July 2023

^{*}The above timeline is estimated and may change based on technical complexities. For any changes of dates in bid opening, information will be published at the SIEHS website (http://siehs.org/tender-documents/). Interested bidder are requested to show their interest by providing their details at procurement@siehs.org so if there is any change in date of bid opening so it can be communicated to respective bidder/s accordingly.



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BID DATA SHEET

Company name	Sindh Integrated Emergency & Health Services (SIEHS)
Postal address / Head office	Plot No. 43-15/K, Block 6, P.E.C.H.S, Karachi, Pakistan.
Procurement Focal person	Attention to : Mr. Muhammad Taha Khan
Email address	procurement@siehs.org
Contact number	021-111-111-823, Ext 2005 / 2022
Pricing mechanism	The price shall be fixed during the contract period.
Bid security	Amount of bid security should be 2% of the total bid price inclusive of taxes.
Bid validity	Bid validity period shall be 90 days after opening of technical proposal
Deadline for bid submission	15 th June 2023 at 9:30 am
Performance Security	5% of the total contract value inclusive of taxes as per agreed timeline for completion of project. This amount will be returned to the supplier upon submission of satisfactory report/letter from SIEHS



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BID FORM / PRICE SCHEDULE

(To be submitted on Official Company Letterhead duly Signed & Stamp)

Commercial proposal

Sr#	DESCRIPTIONS	PREMIUM RATES
1	Health Insurance for SIEHS employees – 1st year - 12 Months	
2	Health Insurance for SIEHS employees – 2 nd year - 12 Months	
3	Health Insurance for SIEHS employees – 3 rd year - 12 Months	

- The above rates are inclusive of all taxes (WHT/SRB/GST)/duties/delivery charges etc.
- Above rates are inclusive of all requirements mentioned SOW
- Validity of Offer: 90 days from date of tender opening

Signature with date:	Name:
CNIC:	Designation:
Company:	Company stamp:



HEALTH INSURANCE

VENDOR REGISTERATION FORM

SINDH SINDH A HEALTH SERVICES		Vendor Regi	istratio	on Form	
Date:					
Name of the Company					
NTN for Company / CNIC for individuals		1	Date o	f establishment	
Company GST if available		1.		cial sales tax numbers f available	S
Nature of Business					
Complete office address					
Name of the authorized contact person					
Email address for correspondence					
Telephone number (Extension if any)		1	Mobile	e Number	
Any sister concern company	□ YES	If YES, please provide details:			
Any sister concern company	□NO	ii 1ES, picase	provid	e details.	
Signature of authorized person	Signature of authorized person				
Is any of your relatives / friends	□ YES	If YES, please provide details:			
working in / for SIEHS?	□NO				
provided are true and correct to the event of any information four with SIEHS and the placed purch	We hereby declare that all information and documentation ovided are true and correct to the best of my / our knowledge. It is event of any information found false or incorrect, the registra th SIEHS and the placed purchase order will be cancelled.		ation	Company stamp, if available	
I / We hereby declare that no illegator is employed by the compan	gal human rese y / individual.	ource and/or child	d		



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SPPRA INTEGRITY PACT

To be signed with the successful bidder to whom contract/agreement will be awarded.

Integrity Pact

DECLARATION OF FEES. COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number:	Tender	Dated:
Contract Value:	PKR.	
Contract Title:		
		nas not obtained or induced the procurement of any gation or benefit from Government of Sindh (GoS) or any
		f or any other entity owned or controlled by it (GoS)
through any corrupt		
Without limiting the	generality of the foregoin	ng,represents and warrants that it ha
fully declared the br	okerage, commission, fe	es etc. paid or payable to anyone and not given or agree
		yone within or outside Pakistan either directly or indirectly
		luding its affiliate, agent, associate, broker, consultant ubsidiary, any commission, gratification, bribe, finder's fer
		r fee or otherwise, with the object of obtaining or inducing
		it, privilege or other obligation or benefit, in whatsoeve
		t which has been expressly declared pursuant hereto.
ce	rtifies that it has made	and will make full disclosure of all agreements and
		related to the transaction with PA and has not taken any
action or will not tak	e any action to circumve	nt the above declaration, representation or warranty.
		and strict liability for making any false declaration, not
		or taking any action likely to defeat the purpose of this
		grees that any contract, right, interest, privilege or other aforesaid shall, without prejudice to any other right and
		ract or other instrument, be voidable at the option of PA.
remedies available to	ria chaci any law, conc	det di dallel illimatiliene de didade di dile option di i
Notwithstanding any	rights and remedies ex	ercised by PA in this regard, agrees to
		by it on account of its corrupt business practices and
		ount equivalent to ten time the sum of any commission,
		iven by as aforesaid for the purpose of
	_	contract, right, interest, privilege or other obligation or
benefit, in whatsoev	er form, from PA.	
Sindh Integ	rated Emergency	



HEALTH INSURANCE

AGREEMENT DRAFT

Note: This is a draft specimen of the agreement which will be customized based on the item / service of procurement as per the agreed terms between successful bidder and the company.

Tender reference XX-XXXX				
THIS AGREEMENT / CONTRACT is made at Karachi on 2023				
17.1107.101.1221.1217.17 001171.101 11000 01.1101.1001.1 01.1				
BETWEEN				
DETWEEN				
, a company having its registered office at,				
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				
<u>Sindh Integrated Emergency and Health Services</u> , a section 42 not-for-profit company				
registered under the laws of the Islamic Republic of Pakistan and having its office at 43,15/K, Block				
6 PECHS Raazi Road, Karachi, hereinafter called "the Company" (which expression wherever the				
context so admits shall mean and include its successors-in-interest and assigns) of the OTHER				
PART.				
and Sindh Integrated Emergency and Health Services are				
hereinafter collectively referred to as the "Parties" and individually as a "Party")				
WHEREAS Sindh Integrated Emergency and Health Services is a section 42 not-for-profit				
company focusing on Health and Ambulance Operations based and operating in 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 / contract.				
NOW THEREFORE THIS AGREEMENT WITHESSETH;				
Annexure A – General Terms and Conditions				
Annexure B – Scope of Work				
Annexure C – Price Schedule / Contract Price				



HEALTH INSURANCE

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

Signed by	benair or <u>Sindh integrate</u>	ed Emergency and Health Services	
oignou by	(Name)		
	(Signature)		
	(Designation)		
WITNESSE	S:		
(Name)		(Name)	
(Signature)		(Signature)	
(CNIC)		(CNIC)	
For and on Signed by	behalf of <u>Successful bid</u>	<u>der</u>	
3 11 17	(Name)		
	(Signature)		
	(Designation)		
WITNESSE	S:		
(Name)		(Name)	
(Signature)		(Signature)	
(CNIC)		(CNIC)	



HEALTH INSURANCE

Annexure A GENERAL TERMS AND CONDITIONS

ARTICLE 1

DEFINITIONS

The following definitions shall apply to this Agreement / contract 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 (SIEHS)

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 / contract 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 / CONTRACT

Agreement / Contract means this agreement / Contract.

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.



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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.

- 1.11.1 In the performance of this Agreement / contract, each Party may be exposed to Confidential Information of the other Party. No Party may disclose, reveal or use any such Confidential Information explicitly marked confidential without, in each instance, obtaining the express prior written consent of the owner thereof. However, information required to be published publically under Sindh Public Procurement Regulatory Act (SPPRA) rules will not be considered as confidential. These obligations shall survive the expiration or termination of this Agreement / contract.
- 1.11.2 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 / contract and such employees shall take responsible steps to keep secrets. However, information required to be published publically under Sindh Public Procurement Regulatory Act (SPPRA) rules will not be considered as confidential.



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1.11.3 The obligation of the Parties under Confidentiality Clause shall survive the termination/expiry/cancellation of this Agreement / contract and remain valid and in full force even after the termination/expiry/cancellation of this Agreement / contract.

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 / contract, 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 / contract, 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.**
- 4.2 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.



HEALTH INSURANCE

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 / contract shall remain unchanged during the term of this Agreement unless mutually agreed for any price revision formula / mechanism, as outlined in the tender document XX-XXXX. The price negotiation will be governed as per the conditions and allowance set in the tender document.
- 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.

ARTICLE 6

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 / contract 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.
- 6.2 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.
- The service provider shall submit the Performance Security / Guarantee in the amount finalized through the tender XX-XXXX in the shape of Pay Order or Demand Draft or a Bank Guarantee in favour of the Company issued by a scheduled bank in Pakistan. No interest will be paid on Performance security. The Performance Security / Guarantee shall be returned after expiry of contract and settlement of all claims. This amount will be returned to the supplier after satisfactory completion note from SIEHS.



HEALTH INSURANCE

In the event of failure to provide items/services as per contract / agreement / work order within the stipulated period, the performance security may be forfeited. In that event, acquiring of the said items/services may be taken from the next lowest bidder vide the same work order at contractor's risk and cost without any farther reference, so that the loss incurred would be recoverable from the Performance Security of the said Supplier / Service Provider or from any sum due of which may become due to the Supplier / Service Provider. If any equipment / instrument or property of the Company or its representative / landlord / donor/ is damaged by the representative of approved firm, cost of the same will be deducted from the performance security money / pending bills of the Supplier / Service Provider.

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 the 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. The 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.
- 8.2 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 / contract without prejudice to other rights and remedies available to the Company.



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ARTICLE 9

TERM & TERMINATION

- 9.2 Either party will have the option to terminate this Agreement / contract by giving **one (1) 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 Goods/Services.
- 9.3 Breach of any condition of any term of the Agreement / 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 / contract immediately without prior 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 / contract 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 / contract, 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.
- 9.5 If the Company shall elect to terminate this Agreement / contract, all rights and obligations of Supplier / Service Provider shall terminate, except for Supplier / Service Provider's indemnification contained herein.

HEALTH INSURANCE

ARTICLE 10 FORCE MAJEURE

- 10.1 Neither Party to this Agreement / contract shall be liable for a delay in the execution of the Agreement or for any failure to fulfill any term of the Agreement if such delay or fulfillment has been caused by Force Majeure.
- 10.2 Force Majeure shall for the purpose of the Agreement / contract mean an occurrence, which is beyond the 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 the Company Representative.

ARTICLE 11

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-let under the Agreement / contract without the prior written consent thereto of the Company.
- 11.2 Any Party to whom the rights and obligations under the Agreement / contract are transferred to sub-contractor 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 / contract;
 - b. 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 the Company as a pre-condition to granting the required written consent.

HEALTH INSURANCE

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

WAIVER

13.1 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 14

APPLICABLE LAW

14.1 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 15

JURISDICTION

15.1 The parties shall submit to the exclusive jurisdiction of the Karachi, Sindh Courts.



HEALTH INSURANCE

ARTICLE 16

LANGUAGE

16.1 For all aspects of the Agreement / contract, the English language shall be the ruling language.

ARTICLE 17

SAFETY

17.1 Supplier / Service Provider shall take all necessary precautions in connection with the Agreement / contract in order to ensure the safety and health of the personnel of the Company, Supplier / Service Provider and third parties. The Company will not be responsible for compensating any damages sustained by the Supplier / Service Provider due to the negligence of Supplier / Service Provider. Further the Company shall have the right to claim from the Supplier / Service Provide, the damages incurred due to negligence of safety.

ARTICLE 18

Supplier / Service Provider at:

NOTICES

18.1 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.

	Name	Designations	Email Addresses	Contact Numbers	
С	ompany at:	Sindh	Integrated Emergency and I	lealth Services	
		<u>Plot # 4</u>	Plot # 43-15/K, Block 06, P.E.C.H.S		
		Karach	ni, Sindh, Pakistan		

18.2 Any notice, documents or other writing required by the Supplier / Service Provider to be given or sent shall be deemed to have been duly given or sent if it is delivered in person to the addressee or, if sent by courier telex or e-mail, when it is received by the addressee.



HEALTH INSURANCE

Name	Designations	Email Addresses	Contact Numbers

18.3 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.

ARTICLE 19

ALTERNATIVE SUPPLIER / SERVICE PROVIDER

19.1 In the event of a default by the Supplier / Service Provider to fulfill any of the terms and conditions of the Agreement / contract, the decision of the Company being conclusive and final in the matter, the Company shall have the absolute right to cancel the Agreement 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 20

SURVIVAL

20.1 Cancellation, expiration or earlier termination of this Agreement / contract 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 21

ENTIRETY OF THIS AGREEMENT / CONTRACT

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



HEALTH INSURANCE

ARTICLE 22

RIGHT TO VARY QUANTITIES

22.1 SIEHS reserves the right to increase and/or decrease the employee quantity specified in the tender XX-XXXX without any change in unit price or other terms and conditions during period of performance of this Agreement / contract.

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