

Bidding Document
TENDER NO. PPDB/PROC/HR/2021-22/02

**TENDER FOR HIRING OF
SERVICES FOR GROUP
HEALTH INSURANCE**



Punjab Power Development Board (PPDB)
1st Floor Irrigation Secretariat, Old Anarkali Lahore Lahore.
Phone: (+92) 042-99213876

Bidding Document Issued to: Jubilee Health Insurance

Important Note

Bidders must ensure that they submit all the required documents indicated in the Bidding Document without any discrepancy. Bids received without undertakings, valid documentary evidence, supporting documents and the manner for the various requirements are mentioned in the Bidding Document will be declared technically non-responsive. Valid documentary evidences as detailed hereinafter should be submitted by bidders for preliminary and detailed examination.

Applicability of Punjab Procurement Rules, 2014 (Amended Till Date of Advertisement of the Relevant ITB Notice)

This Bidding Process will be governed under Punjab Procurement Rules 2014 as amended from time to time and following instructions of the Government of Punjab. In case any clause, term or condition of this bidding document is in conflict with Punjab Procurement Rules (Amended till date of advertisement of the relevant ITB notice), the provisions given in Punjab Procurement Rules (Amended till date of advertisement of the relevant ITB notice) will prevail.

1 Invitation to Bid

1.1 Punjab Procurement Rules to be followed

- 1.1.1 Punjab Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice) will strictly be followed. These may be obtained from PPRA's website.
- 1.1.2 In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice).

1.2 Mode of Advertisement(s)

- 1.2.1 The estimated bid is less than three million rupees. So following Rule 12(1) of Punjab Procurement Rules 2014 the respective Invitation to Bid Notice is advertised on websites of PPRA and Energy Department and in one national daily newspapers of wide circulation.

1.3 Type of Open Competitive Bidding

- 1.3.1 As per Rule 38(2)(a) of Punjab Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice), Single Stage – Two Envelope Bidding Procedure shall be followed.
- 1.3.2 Bids shall be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be observed:
 - 1.3.2.1 Bid be a single package consisting of two separate envelopes, **containing separately the financial and the technical proposals**;
 - 1.3.2.2 The envelopes shall be marked as "Financial Proposal" and "Technical Proposal";
 - 1.3.2.3 In the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency;
 - 1.3.2.4 The procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
 - 1.3.2.5 During the technical evaluation no amendments in the technical proposal shall be permitted;
 - 1.3.2.6 After the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
 - 1.3.2.7 The financial proposal of the bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of grievance period or the decision of the complaint, if any, filed by the non-responsive bidder, whichever is later. Provided that procuring agency may return the sealed financial proposal earlier if the disqualified or non-responsive bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the procuring agency; and
 - 1.3.2.8 Aggregate lowest evaluated bidder will be awarded the contract;
 - 1.3.2.9 In case of equal financial bids submitted by different bidders at the time of financial opening, bid of the bidder who has more experience shall be given preference and will be selected. Experience will be calculated from the date of registration with FBR for NTN. In case bidders are registered on same day, one with highest financial soundness as per transactions in bank statement of the past two financial years will be preferred and selected.

2 Instructions to Bidders (ITB)

2.1 Bidding Details

- 2.1.1 All bids must be accompanied by Bid Security, in technical envelop as per provisions of this Bidding Document clause “Bid Security” in favor of “**Punjab Power Development Board**”. The complete bids, as required under this Bidding document, must be delivered to the Admin Section of Punjab Power Development Board located at 1st Floor Irrigation Secretariat, Old Anarkali Lahore, not later than **January 26th, 2022 at 11:00 am**. Late bids shall not be accepted.
- 2.1.2 Technical bids shall be publicly opened in office of Punjab Power Development Board located at 1st Floor Irrigation Secretariat, Old Anarkali Lahore at **11:30 am** on the last day of bid submission.
- 2.1.3 Queries of bidders (if any) for seeking clarifications relevant to this procurement must be received in writing to the Procuring Agency within seven (07) days of publication of the relevant ITB Notice and queries will be responded within seven (7) days of publication of the relevant ITB Notice. Any query received after the stipulated time may not be entertained. All queries shall be responded to within due time.
- 2.1.4 Bidders shall submit bid complying with the Bidding Document. Alternative bids shall not be considered. Attention of bidders is drawn to the provisions of this bidding document clauses regarding “**Determination of Responsiveness of Bid**” and “**Rejection and Disqualification of Bid**” for making their bids substantially responsive to requirements of the Bidding Document.
- 2.1.5 It must be clearly understood that the Specifications, Terms and Conditions are intended to be strictly enforced
- 2.1.6 The contractor should be fully and completely responsible for all the deliveries and deliverables to the Procuring Agency under this contract.
- 2.1.7 The Primary and Secondary contacts for all correspondence in relation to this bid are as follows:

Primary Contact

Name: Major Hassaan Saleem

Designation: Manager

Administration

Contact No:

Ext. 51 Email:

Secondary Contact

Name: Mr.

Designation:

Contact No:

Email:

- 2.1.8** Bidders should note that during the period from the receipt of bids and until further notice, all queries should be communicated via Primary Contact and in writing only. In case of an urgent situation where Primary Contact cannot be contacted, bidders may alternatively direct their enquiries through Secondary Contact.
- 2.1.9** Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of their authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- 2.1.10** Failure to supply required services within the specified time period will invoke penalty as specified in this document.

3 TERMS AND CONDITIONS OF TENDER

3.1 Definitions

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

- 3.1.1 "Commencement Date of Contract" means the date on which both parties affix their signatures to contract.
- 3.1.2 "Day" means calendar day.
- 3.1.3 "Services" means "Group Health Insurance Services" which the contractor is required to supply/provide to the Procuring Agency under the Contract.
- 3.1.4 "Written" means written in form of email or hard copy.

3.2 Notice

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

- 3.2.1 In writing;
- 3.2.2 Issued within reasonable time;
- 3.2.3 Served by sending the same by email/ courier/ post/ dispatch rider to their specified addresses which they shall notify for the purpose; and
- 3.2.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

3.3 ELIGIBILITY CRITERIA

Eligible bidder is a bidder who:

- 3.3.1 Is registered with Tax Authorities for NTN and GSTN/ PSTN as per relevant laws in Pakistan (whichever is applicable);
- 3.3.2 Holds at least "AA" rating from PACRA or JCR-VIS for last four years;
- 3.3.3 Has minimum 10 years' experience of handling Group health insurance business supported by documentary proof like contracts/policy related documents /MOUs/ satisfactory completion certificates, etc. of the same;
- 3.3.4 Has minimum 150 hospitals on panel all over the country, preferably covering major cities of Punjab;
- 3.3.5 Provides corporate Resume and Business Profile;
- 3.3.6 Provides list of existing corporate clients with number of employees insured against each client;
- 3.3.7 Has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan;
- 3.3.8 Has purchased bidding document from the office of undersigned upon a formal request and payment of Rs. 500/- (nonrefundable). In the account of PPDB

Note: Verifiable documentary proof for all above requirements is mandatory, noncompliance shall lead to disqualification. Noncompliance of any term or condition mentioned in the relevant Invitation to Bid Notice or Bidding Document shall also lead to disqualification.

Bidders must submit bid security of Rs.40,000/- which is 2% of estimated price of Rs.2,00,000/- (Rupees Two Million) by PPDB as per bid security clause of this document else their bids will be rejected. Bid security instrument shall be enclosed with technical proposal.

3.4 Cost Related to Bid Preparation and Submission

A bidder shall bear all costs and expenses associated with the preparation and submission of bids and the Procuring Agency shall in no case be responsible/ liable for those costs and expenses.

3.5 Examination of Bidding Document

Bidders are expected to examine the Bidding Document, including all instructions and terms and conditions.

3.6 Clarification of Bidding Document

Bidders may require further information or clarification of the Bidding Document, within 7 days after publication of the relevant ITB Notice on website of PPRA.

3.7 Amendment of Bidding Document

3.7.1 The Procuring Agency may, at any time prior to the deadline for submission of bids, at its own initiative or in response to a clarification requested by a bidder, amend the Bidding Document, on any account, for any reason. The amendment(s) shall be part of the Bidding Document and binding on the bidders.

3.7.2 The Procuring Agency shall notify the amendment(s) to the prospective bidders.

3.7.3 The Procuring Agency may, at its exclusive discretion, amend the Bidding Document to extend the deadline for the submission of Bid as per Rule 29 of Punjab Procurement Rules, 2014 (Amended till date of advertisement of the relevant ITB notice).

3.8 Preparation/ Submission of Bid

The bid along with all the related documents submitted by a bidder shall be in paper form and shall either be in Urdu or English or both. Bids submitted in any other form or language will be rejected. The bids shall be accompanied by the required Forms, Annexures, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. (whichever is applicable) which shall be completely filled in, stamped and signed by the bidder or its authorized representative. This is made obligatory to affix authorized signatures with official stamp on all documents, annexure, copies, certificates, letters, forms, etc. as part of the bids submitted by bidders.

Technical and Financial Proposals will be considered incomplete if any of the following documents are missing from the submitted bids. Procuring Agency reserves the right and shall reject any bid submitted without any of the documents mentioned below:

3.8.1 Technical Proposal shall comprise the following:

3.8.1.1 Undertaking on stamp paper of Rs.50/- (all terms and conditions and qualifications listed anywhere in this bidding document have been satisfactorily vetted and the bidder is not blacklisted anywhere in Pakistan in last two years) (**Annexure-A**);

3.8.1.2 Covering letter duly signed and stamped by authorized representative on official letter head of bidder (**Annexure-B**);

3.8.1.3 Compliance with TORs (Annexure-C) of required services on official letterhead of bidder as an evidence that the bidder will provide services as per requirements of procuring agency;

3.8.1.4 Checklist of the required documents (**Annexure-D**);

3.8.1.5 Proof of registration with tax authorities for NTN and GSTN/ PSTN as per relevant laws in Pakistan (whichever is applicable);

3.8.1.6 Proof of holding at least “AA” rating from PACRA or JCR-VIS for last four years;

3.8.1.7 Proof of minimum 10 years’ experience of Group handling health insurance business supported by documentary proof like contracts/Policy related documents /MOUs/ satisfactory completion certificates, etc. of the same

3.8.1.8 Detail of minimum 150 hospitals on panel all over the country, preferably covering major cities of Punjab on signed and stamped official letterhead.

3.8.1.9 Corporate Resume and Business Profile.

3.8.1.10 List of existing corporate clients with number of employees insured against each client on signed and stamped official letterhead;

3.8.1.11 Duly signed and stamped copy of bidding document to ensure that the participating bidder certifies that each page has been read, understood and all terms and conditions on each page have been accepted unconditionally. (Only the copy of the signed and stamped bidding document issued by PPDB to a representative of the participating bidder will be accepted. The copy uploaded on PPRA website is just for information purposes and will not be accepted);

3.8.1.12 Copy of bidding document purchase slip.

3.8.2 Financial Proposals shall comprise the following:

3.8.2.1 Price Schedule (**Annexure-E**).

3.8.2.2 Rate-sheet and breakup of premium charged against each insured.

3.8.3 Bidders shall seal the Technical Proposal in an envelope duly marked as under:

Technical Proposal

[Name of Tender]

[Name of Procuring Agency]

[Address of Procuring Agency]

[Name of bidder]

[Address of bidder]

[Phone No. of bidder]

3.8.4 Bidders shall seal the Financial Proposal in an envelope duly marked as under:

Financial Proposal

[Name of Tender]

[Name of Procuring Agency]

[Address of Procuring Agency]

[Name of bidder]

[Address of bidder]

[Phone No. of bidder]

3.8.5 Bid shall be dropped by hand, courier or mail to reach the Admin Section of the Procuring Agency's office at 1st Floor Irrigation Secretariat, Old Anarkali Lahore not later than due date and time for submission of bids. No late bid shall be accepted.

3.9 Taxes and Duties

Bidders shall be entirely responsible for all taxes, duties and other such levies imposed and making inquiries on applicable taxes to the concerned authorities.

3.10 Bid Price

The quoted price shall be:

3.10.1 Best/ Final/ Fixed and valid until completion of all obligations under the Contract i.e. not subject to variation/ escalation;

3.10.2 In Pak Rupees;

3.10.3 Inclusive of all taxes and charges related to duties, levies, insurance, freight, labor, transportation till delivery point, incidental services, complementary services, etc. (whichever is applicable);

- 3.10.4** Technical proposal should not contain any mention of prices. Price Schedule shall only be submitted with the sealed Financial Proposal.
- 3.10.5** The Procuring Agency will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates of direct taxes or structure of applicable direct taxes. All differences arising out as above shall be fully borne by the Successful Bidder.
- 3.10.6** The Contractor shall not charge prices for the services delivered and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.
- 3.10.7** If a bidder quotes price of services without inclusion of taxes, it would be considered that the bid is inclusive of all applicable taxes.
- 3.10.8** It will be the responsibility of the bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process will be entertained by the Procuring Agency. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by a bidder.
- 3.10.9** Bidder are responsible for the correctness and sufficiency of the Bid and price quoted in the Bid shall be deemed to cover all obligations under this Bidding Process.
- 3.10.10** The Bids shall be checked for any arithmetic errors which shall be rectified, as follows:
- 3.10.10.1** If there is a discrepancy between the amount in figures and the amount in words for the total bid price entered in the price schedule, the actual sum of itemized total prices will be considered as the total bid price.
- 3.10.10.2** If there is a discrepancy in the actual sum of the itemized total prices and the total bid price quoted in the price schedule, the actual sum of the itemized total prices shall govern.
- 3.10.10.3** If there is a discrepancy between the unit price and the total price entered in the price schedule, resulting from incorrect multiplication of the unit price by the quantity, the unit price as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- 3.10.10.4** The bid price as determined after arithmetic corrections shall be termed as the **corrected total bid price** which shall be binding upon the bidder.
- 3.10.10.5** No credit shall be given for offering delivery period earlier than the specified period.

3.11 Bid Security

Bidders shall furnish the Bid Security as under:

- 3.11.1** Shall be in the form of CDR / DD / PO / BC in the name of Punjab Power Development Board;
- 3.11.2** Personal or business cheque shall not be entertained in any case.
- 3.11.3** Bid security shall be attached with technical proposal.
- 3.11.4** Bidders are required to submit bid security of **Rs.40,000/-** (2% of estimated price of **Rs2,000,000 -**) as per bid security Rule of Punjab Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice) which states that a procuring agency may require the bidders to furnish a bid security not exceeding five per cent of the price of procurement as estimated by the procuring agency.
- 3.11.5** Must be enclosed in the envelope of technical proposal otherwise the bid will be declared non-responsive / disqualified.

- 3.11.6** Denominated in Pak Rupees.
- 3.11.7** Having a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Bid.
- 3.11.8** The bid security shall be returned to the technically disqualified bidders with their unopened/ sealed financial bid while the unsuccessful bidders shall be returned the bid security only. The Bid Security shall be returned to the successful bidder on signing of contract.
- 3.11.9** Bid security will not be adjustable against any payment.
- 3.11.10** Punjab Power Development Board is not responsible to pay any interest or benefit on the amount submitted as bid security against this bid that could accumulate in the same period by investing or depositing in any bank or any other such institution, organization or elsewhere;
- 3.11.11** Bid security submitted by a bidder may be forfeited if:
- 3.11.11.1** Bidder has been found involved in the concealment of facts.
 - 3.11.11.2** Any false / misleading information is provided in the submitted bid.
 - 3.11.11.3** Bidder backs out from fulfilling the obligations of bid after opening of the bid.
 - 3.11.11.4** Lowest evaluated bidder refuses to sign the contract.

3.12 Bid Validity

The Bid shall have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Bid. The Procuring Agency may solicit the bidder's consent to an extension of the validity period of the Bid. The request and the response thereto shall be made in writing. If the bidder agrees to extension of validity period of the Bid, the validity period of the Bid Security shall also be suitably extended. The bidder may refuse extension of validity period of the Bid, without forfeiting the Bid security as per **Clause 28(4) (c) (Amended till date of advertisement of the relevant ITB notice)**.

3.13 Modification/ Withdrawal of the Bid

- 3.13.1** A bidder may, by written notice served on the Procuring Agency, modify or withdraw the bid after its submission prior to the deadline for submission of bids.
- 3.13.2** The bid, withdrawn after the deadline for submission of bids and prior to the expiration of the period of Bid Validity, shall result in forfeiture of the Bid Security.

3.14 Clarification of the Bid

The Procuring Agency shall have the right, at its exclusive discretion, to require, further information or clarification of the Bid, from any or all the bidders. The procuring agency may, if necessary after the opening of the bids, seek and accept such clarifications of the bid as do not change the substance of the bid as per Rule 33 (2) of Punjab Procurement Rules (Amended till date of advertisement of the relevant ITB notice). No change in the price or substance of the Bid shall be sought, offered or permitted except as required to include the corrections of arithmetical errors discovered in the Bid. Acceptance of any such correction is sole discretion of the Procuring Agency.

3.15 Determination of Responsiveness of Bid

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

- 3.15.1** Meets the eligibility criteria given herein this Bidding Document;

- 3.15.2 Offers fixed price for complete services as per Price Schedule;
- 3.15.3 Conforms to all terms and conditions of the documents issued by Procuring Agency in reference to this procurement process. These include but are not limited to the Bidding Document, Invitation to Bid Notice, Corrigendum, Addendum, etc. (whichever is applicable), without material deviation or reservation;
- 3.15.4 A material deviation or reservation is one which affects the scope, quality of services or limits the Procuring Agency's rights or the bidder's obligations under the Contract.
- 3.15.5 A bid determined as not substantially responsive shall not subsequently be made responsive by the bidder by correction or withdrawal of the material deviation or reservation.

3.16 Rejection and Disqualification of Bid

The Procuring Agency may reject all bids or proposals at any time prior to the acceptance (issuance of Acceptance Letter). The Procuring Agency shall upon a written request communicate to any bidder, the grounds for rejecting all bids or proposals, but shall not be required to justify those grounds. The Procuring Agency shall incur no liability, solely, by virtue of rejection of bids. However, bidders shall be promptly informed about the rejection of the bids, if any as per Rule 35 of Punjab Procurement Rules, 2014 (Amended till date of advertisement of the relevant ITB notice).

Likewise, Procuring Agency shall upon a written request communicate to any bidder, the grounds for its technical disqualification, but shall not be required to justify those grounds. A bid shall be rejected/ disqualified if it is:

- 3.16.1 Substantially non-responsive in a manner prescribed in this document especially to the clause „**Determination of Responsiveness of Bid**“; or
- 3.16.2 Submitted in other than prescribed forms, annexes, documents by other than specified mode and language; or
- 3.16.3 Submitted bid is not in paper form;
- 3.16.4 Incomplete, partial, conditional, alternative, late; or
- 3.16.5 A bidder has conflict of interest with the Procuring Agency; or
- 3.16.6 A bidder tries to influence the Bid evaluation/ Contract award; or
- 3.16.7 A bidder engages in corrupt or fraudulent practices in competing for the contract award;
- 3.16.8 A bidder fails to meet the requirements of Bid Eligibility/ Qualification Criteria;
- 3.16.9 A bidder fails to meet the Technical and Financial evaluation of Proposal;
- 3.16.10 There is any discrepancy between Bidding Documents and bidder's proposal i.e. any non-conformity, inconsistency, informality or irregularity in the submitted bid.
- 3.16.11 Bidder does not enclose bid security instrument in the bid.
- 3.16.12 A bidder submits any financial condition as part of its bid which is not in conformity with bidding document.
- 3.16.13 A bidder discloses price or rate-sheet in the Technical Proposal.

3.17 TECHNICAL AND FINANCIAL EVALUATION OF PROPOSAL

Bidders who have duly complied with Bid Eligibility and requirements of the relevant bidding document will be eligible for further processing.

- 3.17.1 During the technical evaluation no amendments in the technical proposal shall be permitted;

- 3.17.2** The bids with technical proposals conforming to terms and conditions of this bid document, invitation to bid notice, corrigendum, addendum (whichever applicable) will be considered for financial evaluation and thus, only their financial proposal will be opened.
- 3.17.3** After evaluation of the technical proposals, financial proposals of the technically responsive/ qualified bids will be opened, publically at a time, date and venue which will be announced and communicated to the bidders in advance, within the bid validity period;
- 3.17.4** The financial proposals of the bids found technically nonresponsive shall be returned unopened to the respective bidders;
- 3.17.5** All bidders may check results (bid evaluation) at website of PPRA.

3.18 Award Criteria

The eligible bidder fulfilling the qualification and technical evaluation criteria will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all formalities mentioned in the relevant Invitation to Bid and this Bidding Document.

3.18.1 Performance Guarantee

Successful bidder shall submit performance guarantee of **10%** of quoted amount prior to award of contract.

3.19 Acceptance Letter and Contract

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Procuring Agency shall issue the Acceptance Letter to the successful bidder, at least after 10 days of announcement of bid evaluation reports (Rule-37 of Punjab Procurement Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Bid, which shall constitute a Contract, until execution of the formal Contract. Formal contract will be signed after issuance of Acceptance Letter. Work order will be issued subject to signing of contract and submission of performance guarantee of **10%** of quoted price. The successful bidder will also be liable to sign Integrity Pact as per specimen at **Annexure (F)**.

3.20 Restarting Bidding Process from any Prior Stage

As per provision in Rule 35 (5) of Punjab Procurement Rules, the procuring agency may, for reasons to be recorded in writing, restart bidding process from any prior stage if it is possible without violating any principle of procurement contained in Rule 4 of Punjab Procurement Rules, 2014 and shall immediately communicate the decision to the bidders.

3.21 Redressal of Grievances by the Procuring Agency

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

- 3.21.1** Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of bid evaluation report.
- 3.21.2** The committee shall investigate and decide upon the complaint within fifteen days of the receipt of complaint.
- 3.21.3** Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

3.22 Language of Bid

The bid and all documents relating it, exchanged between a bidder and Procuring Agency, shall either be in Urdu or English or both.

TERMS & CONDITIONS OF THE CONTRACT

Contract Title:

[Name of Contractor]

Dated:

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between **Punjab Power Development Board** (the “Procuring Agency”), on one part,

and

[full legal name of Contractor & Address], on the other part severally liable to the Procuring Agency for all of the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “the Contractor.”

RECITALS

WHEREAS,

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

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

- 1. The Contractor hereby contracts / undertakes with the Procuring Agency to supply the services and to remedy damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Procuring Agency to the Contractor.
- 2. The Procuring Agency hereby covenants with the Contractor to pay the Contractor, the Contract Price as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of provision of services and remedying of damage therein.
- 3. The contract price for satisfactorily supplying all the Services, that the contractor is liable to provide under the contract as per the scope mentioned in bidding documents, shall be Rs. _____.
- 4. The following shall be deemed to form and be read and construed as part of this Contract:
 - a. Bidding Document
 - b. Terms and Conditions of the Contract
 - c. Bidder’s Proposal
 - d. The Scope of Work
 - e. Price Schedule
 - f. Integrity Pact (As per Annexure-F)
- 4. This Contract shall prevail over all other documents. In the event of any discrepancy/ inconsistency within the Contract, the above Documents shall prevail in the order listed

above.

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

For **Punjab Power Development Board (PPDB):** For **[full legal name of the Contractor]:**

Name :(As per CNIC) -----
Father Name: -----
CNIC Number: -----
Designation: -----
Address: -----
Signature: -----
Thumb Impression: -----

Name :(As per CNIC) -----
Father Name: -----
CNIC Number: -----
Designation: -----
Address: -----
Signature: -----
Thumb Impression: -----

WITNESSES:

(First Party)

Name: (As per CNIC) -----
Father Name: -----
CNIC Number: -----
Designation: -----
Address: -----
Signature: -----
Thumb Impression: -----

WITNESSES:

(Second Party)

Name: (As per CNIC) -----
Father Name: -----
CNIC Number: -----
Designation: -----
Address: -----
Signature: -----
Thumb Impression: -----

4 SPECIAL CONDITIONS OF THE CONTRACT

4.1

TERMS OF REFERENCE (TORS)

PPDB intends to cater Health Insurance for its employees & their dependents as per following details:

4.1.1 AREAS OF HEALTH INSURANCE TO BE COVERED (Minimum Requirement)

(A) Hospital Care

Required medical treatments, services, supplies and diagnostic tests include but not limited to the following:

- a) Daily room and board charges, Operation theatre charges, Surgeons fee, Anesthetist fee, Consultant's fee, Medicines and drugs, Diagnostic tests, Blood and Oxygen supplies, MRI, CT Scans, Dialysis, Cataract Surgery, Angiography, Endoscopy, Pain-Management, Circumcision, Congenital birth defects, Dental treatment due to accident, Miscellaneous charges (such as patients meal, ambulance charges for emergency only, etc.), Endoscopy from OPD, Treatment of Fractures & Lacerated Wounds, other diagnostic tests, other procedures & treatments prescribed/treated by the treating doctor/hospital.
- b) **In addition, following expenses are also covered from hospital care:**
 - i. Pre-admission out-patient medical expense (within 30 days prior to hospitalization).
 - ii. Post hospitalization Out-patient medical expense (within 30 days after hospitalization).
 - iii. No sub-limit for surgery and hospital services.
 - iv. No limit on number of days of hospitalization.

(B) Major Medical Care

Treatments, services & supplies regarding hospitalization shall also be covered from Major Medical limit if hospital care limit is exhausted and vice versa.

Required medical treatments, services, supplies and diagnostic tests include but not limited to the following:

Angioplasty, Management of acute Myocardial infarction (Heart Attack), Heart by-pass surgery, Hip bone replacement, Cancer including chemotherapy, Stroke, Major burns, Lacerated Wounds, Paralysis, all types of Hepatitis including B&C, Organ transplant, Renal failure, Multiple fractures in an accident, Thalassemia, Echography, Knee replacement, ICU/CCU charges, Laboratory and X-ray examinations, ECG, EEG, EMG, ULTRASOUND, Dental Treatment etc., other diagnostic tests, other procedures & treatments prescribed/treated by the treating doctor/hospital.

(C) Maternity Care

Required medical treatments, services, supplies and diagnostic tests during child birth include but not limited to the following:

Gynecologist's fee, Labor room / Operation theater charges, Anesthetist fee, Medicines, Diagnostic tests, Baby's Nursing Care, Daily Room Rent Charges, Pre and postnatal hospitalizations/expenses, Caesarean Section & Multiple Births, Miscellaneous charges, diagnostic tests, other procedures, treatments and supplies prescribed/treated by the treating doctor/hospital.

(D) Out Patient Benefit on reimbursement basis as per prescribed limits

Required medical treatments, services, supplies and diagnostic tests include but not limited to the following:

Treatment of day to day sicknesses & injuries through general practitioners for allopathic, hikmat, homeopathic, herbal medicine, any other kind of treatment & medicine, Specialist's consultation, Physiotherapy, acupuncture, Laboratory, X-Ray tests & examinations, ECG's, EMG's, EEG examination and other diagnostic tests, Pre & Post-natal checkups/tests & treatments, osteopathy, cost of eye testing & treatment, other tests, treatments & supplies prescribed/treated by the treating doctor/ hospital.

Note: Limits of OPD/IPD/MAJOR MEDICAL/MATERNITY shall be available for usage/ reimbursement till exhausted, regardless of number of times treatments (same/different nature) were already taken/availed.

Description of Annual Limits of Benefits Covered/ Plans		Category-I (BPS-20) MD Limit(Rs.)	Category-II (Directors), Medical Charges Limit(Rs.)	Category-III (Managers) Medical Charges Limit (Rs.)	Category-IV (Assistant Managers, PS. Accounts Officer, Medical Charges Limit (Rs.))	Category-V (J.Clerk, Composer, Office Boy, Naib Qasid, etc Medical Charges Limit (Rs.))
Hospital Care Limit: Per annum per insured (Employees, Spouses, Children & Parents)	Total hospital, surgical, supplies, services etc. & misc. expenses inclusive of daily board/ room rent charges					
	Daily room & board sub-limit (IPD, Maternity & Major Medical)					
Maternity Care Limit: Per annum per insured (Female Employees & Spouses of Male Employees)	Normal Maternity Benefits			=100,000/-*		70,000 x 3 =210,000/-*
	C-section/ Multiple Births					
Major Medical Care Limit: Per annum per insured (Employees, Spouses, Children & Parents)						
OPD (Outpatient) Limit: Reimbursement per annum per family			494,592/-**	454,248/-**	151,320/-**	420,600/-**

Categories	I	II	III	IV	V	Total
Total Number of Employees		7	9	5	25	46
Total Number of Spouses		7	10	3	19	39
Total Number of Children		9	25	4	44	82
Total						167

* Calculated as per budget availability.

** Calculated as per ceiling provided and budget

Age	50-60	40-50	30-40	20-30	Total
Employees	6	12	19	9	46
Spouse	4	5	16	13	38
Chidrens					77
					161

	BS-20	BS-19	BS-18	BS-16/17	BS (1-15)
Maternity Claiments	0	0	1	0	3
			Ms. Maryam Sher Hassan		Umar Hayat Adnan Akram Zafeer Ahmad

Category	Designation	Monthly Reimbursement
I	Managing Directors	As per Actual
II	Directors/ Advisors	21,000
III	Managers	15,000
IV	Assistant managers/ other officers	9,000
V	staff	5,000

4.1.2 Other Terms and Conditions and requirements

- i.** Insurance Company will cover health insurance claims w.e.f. July 1, 2021 to June 30, 2022.
- ii.** Insurance companies having at least “AA” rating for last four years by PACRA or JCR VIS are eligible to submit their proposals. Proof should be attached with the proposal.
- iii.** Sealed proposals are invited along with rate sheet & detail of premium-breakup charged against each insured.
- iv.** All current & future employees alongwith their dependents (spouses, children/step children (boys upto 25 years/till employment, daughters till marriage) & parents (no age limit)) are eligible for group health insurance facility/treatment as specified earlier in benefits covered/plans table.
- v.** All disclosed or undisclosed Pre-Existing medical conditions would be covered under OPD, Hospital & Major Medical Care for all employees, spouses, children & parents.
- vi.** All disclosed or undisclosed Pre-existing medical conditions would be covered under maternity benefit for female employees and spouses of male employees.
- vii.** Addition (insurance coverage)/deletion (insurance termination) of employee(s)/dependent(s) will be effective immediately from the date as intimated by PPDB. Addition/deletion will be conveyed to the contractor who will incorporate the change through endorsement on prorated rates. Premium/charges of addition/deletion will be paid/adjusted alongwith final installment of premium at the end of contract.
- viii.** No Non-Network deduction should be applied on Maternity, Hospitalization & Major Medical claims.
- ix.** Pre & Post Hospitalization charges would be covered for 30 days each without specifying any sub-limits.
- x.** All pre & post-natal checkups/tests & treatments to be covered from OPD. In case of hospitalization during pregnancy (before child birth) expenses to be covered/adjusted under (IPD /Major Medical). All maternity related expenses i.e. (from the day of admission for child birth) to be covered/adjusted under maternity care limit. Miscarriage, D&C and D&E to be covered under C-section maternity cover.
- xi.** All types of medical treatments on (IPD /Maternity /Major Medical), services, laboratory tests/diagnosis, etc. taken at panel hospitals to be handled through health insurance card.
- xii.** At panel hospitals, medical & accidental emergency room treatments to be covered/handled from hospitalization limit on Health Insurance Card.
- xiii.** Pre-Authorization conditions should not be applied on any kind of emergency treatment.
- xiv.** Any kind of additional charges (load) will not be accepted.
- xv.** No deduction/rejection in any respect would be applied on medical claims except mentioned in exclusion list.
- xvi.** All insured shall be entitled for top level medical services including visiting consultant charges & medically consumable items at all panel & non-panel hospitals upto allotted limits.
- xvii.** Final bid shall be directly corresponding/linking to premium rates (except Govt. Taxes or levies if applicable).

- xviii.** Insurance Policy should conform to the terms & conditions mentioned in bidding document & contract agreement.
- xix.** Clients list with name, email & phone number of focal person shall be provided by the Insurance Company.
- xx.** Hospital Panel List with name, email & telephone number of focal person shall be provided by the Insurance Company.
- xxi.** Period of reimbursement of claims will be:
 - a.** Time for reimbursement of claims should be twelve working days.
 - b.** Upon receipt of claim(s) in insurance company, requirement (if any) regarding a particular claim will be shared with PPDB within five working days. If requirement is not shared with PPDB within five working days of receipt that particular claim will be considered complete in all respects and insurance company will process the same instead of sharing requirement.
 - c.** Period of reimbursement of claims will be seven working days upon fulfillment of requirement.
 - d.** Cheque of payment of claims will be made in the name of beneficiaries
- xxii.** Updated claims-reimbursement-report, complete set of claim file from panel hospital alongwith approval given to the hospital by the Insurance company, any other policy related data/information/ document, etc. will be provided by the insurance company on monthly basis and on requirement of PPDB as well.
- xxiii.** Hospitalization/diagnostic tests/quarantine or isolation of patient (with or without medication or injectables); medical treatment /services/laboratory tests taken on outpatient basis regarding COVID-19 or any other pandemic/viral disease/infection to be covered/adjusted under hospital care and so on.
- xxiv.** All types of day care surgeries (covering pre & post medical charges for 30 days each side) and all types of specialized investigations/tests/diagnosis shall be covered under hospital care and so on.

4.1.3 EXCLUSIONS

Health insurance will not cover claims arising directly for the following:

- i.** Costs resulting from self-inflicted injury, attempted suicide, abuse of alcohol or drug addiction.
- ii.** Treatment or investigation of fertility, infertility, sterilization or contraception and any complication relating thereto or hormone treatment and investigations.
- iii.** Participation in or training for any dangerous or hazardous sport, competition or riding or driving in any form of race or competition or any professional sport.
- iv.** Injuries as a result of an illegal act other than a minor misdemeanor or minor delinquency by the insured person.
- v.** Injury or treatment resulting from war, riots, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular uprising, military uprising, insurrection, rebellion, military or usurped power or any act of any person acting on or on behalf of or in connection with any organization actively directed towards the overthrow or to the influencing of any government or ruling body by force, terrorism or violence.

- vi. Ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste, from the process of nuclear fission or from any nuclear weapons material.
- vii. Services or Treatment in any spa, hydro clinic, sanatorium, nursing home or long term-care facility that is not a Hospital.
- viii. Experimental or unproven treatment.
- ix. Dental braces, Scaling, bridging & polishing.
- x. Cost of correction of refractive errors of the eye and procedures such as Radial Keratotomy and Excimer Laser.
- xi. Check-ups/admission primarily for diagnostic purposes for employment or travel, spectacles, contact lenses, hearing aids and any treatment that is not medically necessary.
- xii. Cosmetic treatment & plastic surgery, unless it is re-constructive surgery necessitated by an Injury that occurred during the period whilst the insured person was covered under this policy and subject to the limits and sub-limits stated in the structure of benefits.
- xiii. Any increase in the expenses incurred for treatment on account of the insured person being admitted to a more expensive room than allowed by his daily room and board limit.
- xiv. Any charges in respect of the donor for organ transplant claims.
- xv. Prostheses, corrective devices and medical appliances which are not surgically required.
- xvi. Aviation other than as a fare-paying passenger of a recognized airline or charter service.
- xvii. Personal comfort items such as, charges for telephone, meals for other than the patient or other items not medically necessary.
- xviii. Treatment received in a location other than the insured person's geographical area of coverage (Pakistan) except on emergency basis.
- xix. Natural catastrophes including, but not limited to, flood, earthquake, avalanche and cyclone.

Note: Category-wise employee's detail (soft copy) may be obtained from HR Department.

4.2 Contract Duration

Contract duration will be for a period of one (01) year from the date of signing of contract. Contractor will settle claims w.e.f. July 1, 2021 to June 30, 2022. Pending Contractual liabilities and obligations will remain binding on the contractor to the extent of scope of contract even after the expiry of duration of contract.

4.3 Delivery

The contractor shall ensure delivery of the services from the date mentioned in the work order to PPDB office located at 1st Floor Irrigation Secretariat, Old Anarkali Lahore.

4.4 Extensions in Time for Performance of Obligations under the Contract

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

4.5 Liquidated Damages

PPDB HR Department will submit relevant final claims till July 31, 2022 and contractor shall reimburse all such claims within a period of one month of submission otherwise 2% of value of pending claims will be imposed as penalty. PPDB might also blacklist and debar the contractor from participating in public procurements in case of unnecessary delay in the execution of

contract.

4.6 Satisfactory Completion Certificate

Procuring Agency will issue Satisfactory Completion Certificate to the contractor upon successful completion of delivery of services which the contractor is liable to provide in consideration of this contract.

4.7 PAYMENT

4.7.1 Payment for Group Health Insurance will be made according to the following schedule:

PAYMENT DETAILS			
Sr. #	No. of Payment	Time of Payment	Payment Percentage
1	First	Initially after issuance of Work Order	40 %
2	Second	After six months of service period	30 % (Subject to settlement of claims till then)
3	Third	At the end of the contract	30 % (Subject to settlement of all claims) Plus endorsements at prorate rates (if any)

Note: Final payment shall be made subject to clearance of claims. All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

4.7.2 Payment shall not be made in advance and against partial deliveries. However, if the procuring agency delays or stops the deliveries, partial payment against the satisfactory partial deliveries shall be made.

4.7.3 The Procuring Agency shall make payment for the defect free services supplied, to the Contractor, as per Government policy, in Pak Rupees, through cheque/ PO/DD/CDR.

4.7.4 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

4.7.5 All type of government duties and taxes shall be dealt as per applicable laws of Pakistan at the time of payment. Foundation shall not be responsible for increase in deduction of direct taxes due to change in laws of Pakistan.

4.8 Contract Amendment

4.8.1 The Procuring Agency may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/ requirement in the light of prevailing rules and regulations.

4.8.2 The Contractor shall not execute any Change until and unless the Procuring Agency has allowed the said Change, by written order served on the Contractor.

4.8.3 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.

4.8.4 No variation or modification in the Contract shall be made, except by written amendment signed by both the Procuring Agency and the Contractor.

4.9 No Exclusions

No exclusion clause other than specifically mentioned in the tender document will be applicable (however, additional benefits if any offered without any cost may be specifically mentioned on a separate sheet without financial liability of PPDB). No claim for reimbursement can be rejected by the contractor due to any reason not mentioned in the terms of tender. However, if the claim is found bogus by PPDB it may not be paid.

5 General Conditions of Contract

5.1 Contract

The successful bidder shall sign the Contract within three days of receiving of Acceptance Letter from the Procuring Agency.

5.2 Contract Cost

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

5.3 Contract Documents and Information

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

5.4 Contract Language

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Procuring Agency, shall be either in Urdu or English or both. The Contractor shall bear all costs of translation to English or Urdu and all risks of the accuracy of such translation.

5.5 Standards

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

5.6 Patent Right

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

5.7 Inspection and Verification

The Procuring Agency may reject the services if they fail to conform to the specifications, in any inspection(s) and the bidder may be allowed to make all alteration necessary to meet the specifications in coordination with Procuring Agency's concerned department.

The Procuring Agency's right to inspect and, where necessary, reject the services shall in no way be limited or waived by reason of the services having previously been inspected and passed by the Procuring Agency or its representative prior to the services delivery from the point of Supply.

5.8 Blacklisting

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

- (a) Acted in a manner detrimental to the public interest or work practices;
- (b) Consistently failed to perform his/ her obligation under the contract;
- (c) Not performed the contract up to the mark; or
- (d) Indulged in any corrupt practice.

5.9 Termination for Default

- 5.9.1** If the Contractor fails or delays the performance of any of the obligations, under the Contract, violates any of the provisions of the Contract/ commits breach of any of the terms and conditions of the Contract the Procuring Agency may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure/ delay, within fifteen working days of intimation (or such longer period as the Client may allow in writing).
- 5.9.2** If the Procuring Agency terminates the Contract for default, in whole or in part, the Procuring Agency may procure, upon such terms and conditions and in such manner as it deems appropriate, services, similar to those undelivered, and the Contractor shall be liable to the Procuring Agency for any excess costs for such similar services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

5.10 Termination for Convenience

- 5.10.1** The Procuring Agency may, at any time, by written notice served on the Contractor, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.
- 5.10.2** The services, which are complete or to be completed by the Contractor, within seven working days after the receipt of such notice, shall be accepted by the Procuring Agency.
- 5.10.3** For the remaining services, the Procuring Agency may elect:
- 5.10.3.1** To have any portion thereof completed and delivered; and/or
 - 5.10.3.2** To cancel the remainder and pay to the Contractor an agreed amount for partially supplied services, together with a reasonable allowance for overhead and profit.

5.11 Termination for Insolvency

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

5.12 Force Majeure

For the purpose of this contract “Force Majeure” means an event which is beyond the reasonable control of the contractor and which makes contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies.

- 5.12.1** The Contractor shall not be liable for liquidated damages, blacklisting for future bids, if and to the extent its failure/ delay in performance/ discharge of obligations under the Contract is the result of an event of Force Majeure.
- 5.12.2** If a Force Majeure situation arises, the Contractor shall, by written notice served on the Procuring Agency, indicate such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 5.12.3** Force Majeure shall not include:

- 5.12.3.1 Any event which is caused by the negligence or intentional action of bidder or its agents or employees, nor
- 5.12.3.2 Any event, which the bidder could reasonably have been expected to:
 - 5.12.3.2.1 Take into account at the time of the conclusion of this Contract and;
 - 5.12.3.2.2 Avoid or overcome in the carrying out of its obligations here under.
 - 5.12.3.2.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

5.13 Dispute Resolution and Arbitration

- 5.13.1 The Procuring Agency and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 5.13.2 If after thirty working days, from the commencement of such informal negotiations, the Procuring Agency and the bidder have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred to Arbitration Committee of PPDB headed by Managing Director PPDB. The decision of Arbitration Committee shall be final and binding on the parties, and it will not be challenged in any court of Law.

5.14 Statutes and Regulations

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

5.15 Authorized Representative

- 5.15.1 The Procuring Agency or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any/ all of the duties/ authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- 5.15.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him/her, by the Procuring Agency or the Contractor.
- 5.15.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 5.15.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.

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

For **Punjab Power Development Board (PPDB):**

Name :(As per CNIC) -----
Father Name: -----
CNIC Number: -----
Designation: -----
Address: -----
Signature: -----
Thumb Impression: -----

WITNESSES:

(First Party)

Name: (As per CNIC) -----
Father Name: -----
CNIC Number: -----
Designation: -----
Address: -----
Signature: -----
Thumb Impression: -----

For **[full legal name of the Contractor]:**

Name :(As per CNIC) -----
Father Name: -----
CNIC Number: -----
Designation: -----
Address: -----
Signature: -----
Thumb Impression: -----

WITNESSES:

(Second Party)

Name: (As per CNIC) -----
Father Name: -----
CNIC Number: -----
Designation: -----
Address: -----
Signature: -----
Thumb Impression: -----

SPECIAL STIPULATIONS (BID DATA SHEET)

Reference (Clause of this document)	Description	Details
Clause 1.3	Bidding procedure	Single stage – Two Envelopes Procedure
Clause 2.1.1	Last date and time for theSubmission of bidding document.	11:00 am on January 26, 2022 at 1st Floor Irrigation Secretariat, Old Anarkali Lahore.
Clause 2.1.2	Date, time and venue ofopening of technical	11:30 am on January 26, 2022 at 1st Floor Irrigation Secretariat, Old Anarkali Lahore
Clause 3.11	Bid Security	Rs.40,000/-
Clause 3.12	Bid validity period	120 Days
Clause 3.22	Language of bid	Urdu or English or both
Clause 2.1.7	Contact Person for Communication:	Officer name: Moaaz Hassaan (Assistant Manager Finance/Procurement Member) Cell No: +92323-4708606 Email:ppdb.afinance@energy.punjab. gov.pk

ANNEXURES

ANNEXURE-A (Attach with Technical Proposal)

To be submitted on Legal Stamp Paper of Rs. 50/- with Technical Proposal

UNDERTAKING

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

We undertake that we are not blacklisted or in litigation with any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan in last 2 years.

Dated this _____ day of _____ 2022

Signature

(Official Stamp)

Thumb Impression

In the capacity of:

Duly authorized to sign bids for and on behalf of: (Bidder Name)

(Attestation by Notary Public/ Oath Commissioner)

ANNEXURE-B (On Official Letter Head with Technical Proposal)

FORMAT FOR COVERING LETTER

To
Managing Director,
Punjab Power Development Board,
1st Floor Irrigation Secretariat, Old Anarkali Lahore.

Subject: TENDER FOR HIRING OF SERVICES FOR GROUP HEALTH INSURANCE

Dear Concerned,

- a) Having examined the Bidding document, emails sent for information and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said goods/ services/ works on terms of reference to be signed upon the award of Contract for the sum indicated as per Price Schedule.
- b) We undertake that the financial proposal submitted by us includes price of all the items as per the technical specifications and requirements of this Bidding document. No price-able service is kept hidden and no item is mentioned as an option for which additional price will be demanded afterwards in addition to the financial bid.
- c) We undertake, if our proposal is accepted, to provide the services mentioned in the Contract within time frame specified, starting from the date of receipt of notification of award from the Procuring Agency.
- d) We agree to abide by this proposal for the period of 120 days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- e) We agree to execute a Contract in the form to be communicated by the Punjab Power Development Board incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to justify for rejection of any bid and that you will not cover any expenses incurred by us in bidding.

Name and Designation of Signatory

Authorized Signatures with Official Stamp

Dated: _____

ANNEXURE – C (Attach with Technical Proposal on Official Letter Head)

Terms of Reference (TORs)

1. AREAS OF HEALTH INSURANCE TO BE COVERED (Minimum Requirement)

(A) Hospital Care

Required medical treatments, services, supplies and diagnostic tests include but not limited to the following:

- a) Daily room and board charges, Operation theatre charges, Surgeons fee, Anesthetist fee, Consultant's fee, Medicines and drugs, Diagnostic tests, Blood and Oxygen supplies, MRI, CT Scans, Dialysis, Cataract Surgery, Angiography, Endoscopy, Pain-Management, Circumcision, Congenital birth defects, Dental treatment due to accident, Miscellaneous charges (such as patients meal, ambulance charges for emergency only, etc.), Endoscopy from OPD, Treatment of Fractures & Lacerated Wounds, other diagnostic tests, other procedures & treatments prescribed/treated by the treating doctor/hospital.
- b) **In addition, following expenses are also covered from hospital care:**
 - i. Pre-admission out-patient medical expense (within 30 days prior to hospitalization).
 - ii. Post hospitalization Out-patient medical expense (within 30 days after hospitalization).
 - iii. No sub-limit for surgery and hospital services.
 - iv. No limit on number of days of hospitalization.

(B) Major Medical Care

Treatments, services & supplies regarding hospitalization shall also be covered from Major Medical limit if hospital care limit is exhausted and vice versa.

Required medical treatments, services, supplies and diagnostic tests include but not limited to the following:

Angioplasty, Management of acute Myocardial infarction (Heart Attack), Heart by-pass surgery, Hip bone replacement, Cancer including chemotherapy, Stroke, Major burns, Lacerated Wounds, Paralysis, all types of Hepatitis including B&C, Organ transplant, Renal failure, Multiple fractures in an accident, Thalassemia, Echography, Knee replacement, ICU/CCU charges, Laboratory and X-ray examinations, ECG, EEG, EMG, ULTRASOUND, Dental Treatment etc., other diagnostic tests, other procedures & treatments prescribed/treated by the treating doctor/hospital.

(C) Maternity Care

Required medical treatments, services, supplies and diagnostic tests during child birth include but not limited to the following:

Gynecologist's fee, Labor room / Operation theater charges, Anesthetist fee, Medicines, Diagnostic tests, Baby's Nursing Care, Daily Room Rent Charges, Pre and postnatal hospitalizations/expenses, Caesarean Section & Multiple Births, Miscellaneous charges, diagnostic tests, other procedures, treatments and supplies prescribed/treated by the treating doctor/hospital.

(D) Out Patient Benefit on reimbursement basis as per prescribed limits

Required medical treatments, services, supplies and diagnostic tests include but not limited to the following:

Treatment of day to day sicknesses & injuries through general practitioners for allopathic, hikmat, homeopathic, herbal medicine, any other kind of treatment & medicine, Specialist's consultation, Physiotherapy, acupuncture, Laboratory, X-Ray tests & examinations, ECG's, EMG's, EEG examination and other diagnostic tests, Pre & Post natal checkups/tests & treatments, osteopathy, cost of eye testing & treatment, other tests, treatments & supplies prescribed/treated by the treating doctor/hospital.

Note: Limits of OPD/IPD/MAJOR MEDICAL/MATERNITY shall be available for usage/reimbursement till exhausted, regardless of number of times treatments (same/different nature) were already taken/availed.

Description of Annual Limits of Benefits Covered/ Plans		Category-I MD Medical Charges Limit(Rs.)	Category-II (Directors, Advisors Medical Charges Limit(Rs.)	Category III (Managers, Charges Limit (Rs.)	Category- IV PS. Assistant Managers, Accounts Officer, Medical Charges Limit (Rs.)	Category- V (J.Clerk, Composer, Office Boy, Naib Qasid, etc Medical Charges Limit (Rs.)
Hospital Care Limit: Per annum per insured (Employees, Spouses, Children & Parents)	Total hospital, surgical, supplies, services etc. & misc. expenses inclusive of daily board/ room rent charges					
	Daily room & board sub-limit (Medical)					
Maternity Care Limit: Per annum per insured (Female Employees & Spouses of Male Employees)	Normal Maternity Benefits			=100,000/-*		70,000 x 3 =210,000/-*
	C-section/ Multiple Births					
Major Medical Care Limit: Per annum per insured (Employees, Spouses, Children & Parents)						
OPD (Outpatient) Limit: Reimbursement per annum per family			494,592/-**	454,248/-**	151,320/-**	420,600/-**

Categories	I	II	III	IV	V	Total
Total Number of Employees		7	9	5	25	46
Total Number of Spouses		7	10	3	19	39
Total Number of Children		9	25	4	44	82
Total						167

* Calculated as per budget availability.

** Calculated as per ceiling provided and budget

2. Other Terms and Conditions and Requirements

- i.** Insurance Company will cover health insurance claims w.e.f. July 1, 2021 to June 30, 2022.
- ii.** Insurance companies having at least “AA” rating for last four years by PACRA or JCR VIS are eligible to submit their proposals. Proof should be attached with the proposal.
- iii.** Sealed proposals are invited along with rate sheet & detail of premium-breakup charged against each insured.
- iv.** All current & future employees alongwith their dependents (spouses, children/step children (boys upto 25 years/till employment, daughters till marriage) & parents (no age limit)) are eligible for group health insurance facility/treatment as specified earlier in benefits covered/plans table.
- v.** All disclosed or undisclosed Pre-Existing medical conditions would be covered under OPD, Hospital & Major Medical Care for all employees, spouses, children & parents.
- vi.** All disclosed or undisclosed Pre-existing medical conditions would be covered under maternity benefit for female employees and spouses of male employees.
- vii.** Addition (insurance coverage)/deletion (insurance termination) of employee(s)/ dependent(s) will be effective immediately from the date as intimated by PPDB. Addition/deletion will be conveyed to the contractor who will incorporate the change through endorsement on prorate rates. Premium/charges of addition/deletion will be paid/adjusted alongwith final installment of premium at the end of contract.
- viii.** No Non-Network deduction should be applied on Maternity, Hospitalization & Major Medical claims.
- ix.** Pre & Post Hospitalization charges would be covered for 30 days each without specifying any sub-limits.
- x.** All pre & post-natal checkups/tests & treatments to be covered from OPD. In case of hospitalization during pregnancy (before child birth) expenses to be covered/adjusted under (IPD /Major Medical). All maternity related expenses i.e. (from the day of admission for child birth) to be covered/adjusted under maternity care limit. Miscarriage, D&C and D&E to be covered under C-section maternity cover.
- xi.** All types of medical treatments on (IPD /Maternity /Major Medical), services, laboratory tests/diagnosis, etc. taken at panel hospitals to be handled through health insurance card.
- xii.** At panel hospitals, medical & accidental emergency room treatments to be covered/handled from hospitalization limit on Health Insurance Card.
- xiii.** Pre-Authorization conditions should not be applied on any kind of emergency treatment.
- xiv.** Any kind of additional charges (load) will not be accepted.
- xv.** No deduction/rejection in any respect would be applied on medical claims except mentioned in exclusion list.
- xvi.** All insured shall be entitled for top level medical services including visiting consultant charges & medically consumable items at all panel & non-panel hospitals upto allotted limits.
- xvii.** Final bid shall be directly corresponding/linking to premium rates (except Govt. Taxes or levies if applicable).
- xviii.** Insurance Policy should conform to the terms & conditions mentioned in bidding document & contract agreement.
- xix.** Clients list with name, email & phone number of focal person shall be provided by the Insurance Company.
- xx.** Hospital Panel List with name, email & telephone number of focal person shall be provided

by the Insurance Company.

- xxi.** Period of reimbursement of claims will be:
 - a.** Time for reimbursement of claims should be twelve working days.
 - b.** Upon receipt of claim(s) in insurance company, requirement (if any) regarding a particular claim will be shared with PPDB within five working days. If requirement is not shared with PPDB within five working days of receipt that particular claim will be considered complete in all respects and insurance company will process the same instead of sharing requirement.
 - c.** Period of reimbursement of claims will be four working days upon fulfillment of requirement.
 - d.** Cheque of payment of claims (along with detail of beneficiaries) will be made in name of Punjab Power Development Board.
- xxii.** Updated claims-reimbursement-report, complete set of claim file from panel hospital along with approval given to the hospital by the Insurance company, any other policy related data/information/ document, etc. will be provided by the insurance company on monthly basis and on requirement of PPDB as well.
- xxiii.** Hospitalization/diagnostic tests/quarantine or isolation of patient (with or without medication or injectables); medical treatment /services/laboratory tests taken on outpatient basis regarding COVID-19 or any other pandemic/viral disease/infection to be covered/adjusted under hospital care and so on.
- xxiv.** All types of day care surgeries (covering pre & post medical charges for 30 days each side) and all types of specialized investigations/tests/diagnosis shall be covered under hospital care and so on.

3. EXCLUSIONS

Health insurance will not cover claims arising directly for the following:

- i.** Costs resulting from self-inflicted injury, attempted suicide, abuse of alcohol or drug addiction.
- ii.** Treatment or investigation of fertility, infertility, sterilization or contraception and any complication relating thereto or hormone treatment and investigations.
- iii.** Participation in or training for any dangerous or hazardous sport, competition or riding or driving in any form of race or competition or any professional sport.
- iv.** Injuries as a result of an illegal act other than a minor misdemeanor or minor delinquency by the insured person.
- v.** Injury or treatment resulting from war, riots, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular uprising, military uprising, insurrection, rebellion, military or usurped power or any act of any person acting on or on behalf of or in connection with any organization actively directed towards the overthrow or to the influencing of any government or ruling body by force, terrorism or violence.
- vi.** Ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste, from the process of nuclear fission or from any nuclear weapons material.
- vii.** Services or Treatment in any spa, hydro clinic, sanatorium, nursing home or long term-care facility that is not a Hospital.
- viii.** Experimental or unproven treatment.
- ix.** Dental braces, Scaling, bridging & polishing.

- x.** Cost of correction of refractive errors of the eye and procedures such as Radial Keratotomy and Excimer Laser.
- xi.** Check-ups/admission primarily for diagnostic purposes for employment or travel, spectacles, contact lenses, hearing aids and any treatment that is not medically necessary.
- xii.** Cosmetic treatment & plastic surgery, unless it is re-constructive surgery necessitated by an Injury that occurred during the period whilst the insured person was covered under this policy and subject to the limits and sub-limits stated in the structure of benefits.
- xiii.** Any increase in the expenses incurred for treatment on account of the insured person being admitted to a more expensive room than allowed by his daily room and board limit.
- xiv.** Any charges in respect of the donor for organ transplant claims.
- xv.** Prostheses, corrective devices and medical appliances which are not surgically required.
- xvi.** Aviation other than as a fare-paying passenger of a recognized airline or charter service.
- xvii.** Personal comfort items such as, charges for telephone, meals for other than the patient or other items not medically necessary.
- xviii.** Treatment received in a location other than the insured person's geographical area of coverage (Pakistan) except on emergency basis.
- xix.** Natural catastrophes including, but not limited to, flood, earthquake, avalanche and cyclone.

ANNEXURE-D (Attach with Technical Proposal)**(Checklist for the Attached Documents in Technical Proposal)**

Sr. #	Description of Documents	Attached (Yes/No)
1	Undertaking on stamp paper of Rs.50/- (all terms and conditions and qualifications listed anywhere in this bidding document have been satisfactorily vetted and the bidder is not blacklisted anywhere in Pakistan in last two years) (Annexure-A) .	
2	Covering letter duly signed and stamped by authorized representative on official letter head of bidder (Annexure-B) .	
3	Compliance with TORs (Annexure-C) of required services on official letterhead of bidder as an evidence that the bidder will provide services as per requirements of procuring agency.	
4	Checklist of the required documents (Annexure-D) .	
5	Proof of registration with tax authorities for NTN and GSTN/ PSTN as per relevant laws in Pakistan (whichever is applicable).	
6	Proof of holding at least “AA” rating from PACRA or JCR-VIS for last four years.	
7	Proof of minimum 05 years’ experience of Group handling health insurance business supported by documentary proof like contracts/Policy related documents /MOUs/ satisfactory completion certificates, etc. of the same.	
8	Detail of minimum 150 hospitals on panel all over the country, preferably covering major cities of Punjab on signed and stamped official letterhead.	
9	Corporate Resume and Business Profile.	
10	List of existing corporate clients with number of employees insured against each client on signed and stamped official letterhead.	
11	Duly signed and stamped copy of bidding document to ensure that the participating bidder certifies that each page has been read, understood and all terms and conditions on each page have been accepted unconditionally. (Only the copy of the signed and stamped bidding document issued by PPDB to a representative of the participating bidder will be accepted. The copy uploaded on PPRA website is just for information purposes and will not be accepted).	
12	Copy of bidding document purchase slip.	
13	Bid Security	

(Checklist for the Attached Documents in Financial Proposal)

Sr. #	Description of Documents	Attached (Yes/No)
1	Price Schedule (Annexure-E)	
2	Rate-sheet and breakup of premium charged against each insured.	

Note: Bid security instrument may be attached either with technical or financial proposal.

ANNEXURE-E (Attach with Financial Proposal)

PRICE SCHEDULE

Sr. No.	Description	Total Price Including Applicable Taxes (Pkr)
1	Group Health Insurance	
Total Price Including Applicable Taxes in Words: Rs.		

Note:

- a. Contractor will submit rate-sheet and breakup of premium charged against each insured in financial proposal.
- b. Submits proposals strictly arranged as per groups of employees/categories given in the Bidding Documents.
- c. Number of employees may be increased/decreased time to time which will be conveyed to the contractor who will incorporate the change through endorsement on prorated rates. However the increase will not be more than 15 % of the original procurement.
- d. The payments will be made at prorated rates according to the updated number of insured.
- e. Lowest bidder will be awarded the contract
- f. The price shall include all applicable taxes like Income Tax, GST/ PST, etc.
- g. The price will include all expenses related to the provision of services required by PPDB.
- h. Price shall remain same throughout the contract.
- i. Price schedule must be enclosed with financial proposal
- j. Category wise employee detail (soft copy) may be obtained from HR department.

Attention Bidders

“Price schedule must be enclosed with financial proposal only. Don’t disclose prices on this page in technical proposal otherwise your bid will be rejected/disqualified”

ANNEXURE-F

To be signed on legal stamp paper of Rs. 100/- at the time of signing of contract

AFFIDAVIT

INTEGRITY PACT

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [name of Successful Bidder] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Successful Bidder] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[name of Successful Bidder] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Successful Bidder] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

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

Name of Procuring Agency:

Name of Successful Bidder:

Signature:

Signature:

[Seal]

[Seal]