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## **TENDER DOCUMENT**

## **BID DOCUMENT**

**PROVISION OF HEALTH INSURANCE FACILITY TO THE  
EMPLOYEES (AND THEIR DEPENDENTS) OF  
EXPORT PROCESSING ZONES AUTHORITY**

# **BID DOCUMENT**

## **HEALTH INSURANCE FOR THE EMPLOYEES (AND THEIR DEPENDENTS) OF EXPORT PROCESSING ZONES AUTHORITY**

**Procuring Agency: EXPORT PROCESSING ZONES AUTHORITY**

**Ref No: \_\_\_\_\_**

**RFP Document Issuance Date: 06-10-2022**

**Bid Document Issuance Fee: Rs. 1000/- (Non-refundable)**

**Bids Submission Date and Time: 24-10-2022 till 11:30 AM**

**Bids Opening Date and Time: 24-10-2022 12:00 PM**

**Bids Issuance, Submission, and Opening Venue: KARACHI EXPORT PROCESSING ZONES (KEPZ) LANDHI INDUSTRIAL AREA, EXT. MEHRAN HIGHWAY KARACHI.**

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## **LETTER OF INVITING FOR BID**

EXPORT PROCESSING ZONES AUTHORITY is an autonomous body established by the Government of Pakistan through an ordinance IV of 1980 working under the administrative control of Ministry of Industries & Production Government of Pakistan. The Authority operates the activities through its regular officers and staff around **620** with various cadres working in different EPZs and liaison offices located across the Pakistan.

The Authority intends to provide health insurance facilities to approximately about **3103** EPZA's employees and their dependents hiring insurance services Provider Company. The Authority invites bids from reputable Insurance Companies having experience for providing such type of services in Government, semi-Government, Autonomous and private firms duly registered with the relevant tax authorities FBR, SRB, and other forums required for insurance companies.

The Procurement /hiring of the firm will be carried out in accordance with PPRA Rules through Advertisement in the leading newspapers and EPZA and PPRA Websites for making procurement in transparent manner.

The prospective firms may obtain the tender RFP (Request for Proposal) from the office of the Secretary (EPZA) Karachi Export Processing Zone at cost of Rs.1,000/= (One Thousand) either cash or demand draft in favor of EXPORT PROCESSING ZONES AUTHORITY (EPZA), till 15 days after advertisement.

Alternatively, the RFP can also be downloaded from the websites of EXPORT PROCESSING ZONES AUTHORITY ([www.epza.gov.pk](http://www.epza.gov.pk)) or PPRA, and in such case, the bid document fee must be enclosed along with the technical proposal.

The bid must be submitted in one best option under Rule-36(b) – Single stage two envelope procedure specified under PPRA Rules. The envelope shall contain the **Technical Proposal** and **Financial Proposal** sealed separately. The Financial Proposal must contain an original copy of the pay order/ demand draft, i.e. 02% bid security (refundable) of the total quoted bid in favor of EXPORT PROCESSING ZONES AUTHORITY.

The bid with supporting documents as mentioned in the bidding document shall reach in the sealed envelope marked as 'Health Insurance Facility' to the below-given address not later than 11:30 AM on 24-10-2022. Sealed envelope(s) will be opened on the same date at 12:00 p.m. by the EPZA Committee as per PPRA rules. In case of a public holiday or any unavoidable circumstances, the bid shall be received/ opened on the next working day at scheduled time and venue.

A Firm/Insurance company will be selected under Quality Cost Based Selection (QCBS) prescribed in this RFP and in accordance with the PPRA Rules 2004. The participants are therefore advised to carefully go through these statutes to understand nature of their possible relationship with the client and rules governing and relationship.

The procuring agency may reject any or all bids subject to relevant provisions of PPRA rules, and may cancel the bidding process at any time prior to the acceptance of a bid or proposal as mandated under Rule-33(i) of PPRA Rules.

**Secretary EPZA**  
**E-mail: [nasir.hidayat@epza.gov.pk](mailto:nasir.hidayat@epza.gov.pk)**  
**Telephone: (92-021) 99208036**  
**Fax: (92-021) 99208045**

# INSTRUCTION TO BIDDERS

## INTRODUCTION

### 1. Scope

- 1.1 EXPORT PROCESSING ZONES AUTHORITY '*hereinafter referred to as the procuring agency*' intends to solicit proposals "HEALTH INSURANCE FACILITIES FOR THE EMPLOYEES AND THEIR DEPENDENTS" as specified in technical specifications/ schedule of requirements attached '*herein after referred to as the services*'. Successful bidder shall be an independent service provider liable and able to provide all the services including ancillary services as required under the contract. All arrangements will be the responsibility of the successful bidder/ service provider (please refer to the schedule of requirements for further details).
- 1.2 The bid is to be completed and submitted to the procuring agency in accordance with the instructions to bidders and relevant procurement rules/ regulations framed under PPRA Rules.

### 2. Eligible Bidder

- 2.1 The invitation for bid is open to all bidders registered with the Income, Sales, and Services Tax Department and all the other relevant forums.

### 3. Cost of Bidding

- 3.1 The bidder shall bear all costs associated with the preparation and delivery of its bid, and the procuring agency will not be responsible or liable for those costs.

## **REQUEST FOR PROPOSAL (RFP)**

### **4. Assurance**

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

### **5. Contents of RFP**

5.1 The services required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for, the bid documents include:

- a. Instructions to bidders
- b. Technical specifications
- c. Bid form
- d. Schedules:
  - Schedule-A: Conditions of contract
  - Schedule-B: Price schedule
- e. Bid security form
- f. Performance security form
- g. Form of contract agreement
- h. Appendices

5.2 The bidder is expected to examine the instructions, forms, terms & conditions in the bid document. Failure to furnish information required under this document or submission of bid not substantially responsive to the bid document in every respect may result in the rejection of the bid.

### **6. Clarification of RFP**

6.1 The prospective bidder requiring any further information or clarification regarding the RFP may notify the procuring agency in writing at the following address, and the procuring agency will respond in writing to such request for clarification of bid document received in accordance with Rule-31(1& 2) of PPRA rules.

**Secretary EPZA**  
**E-mail: [nasir.hidayat@epza.gov.pk](mailto:nasir.hidayat@epza.gov.pk)**  
**Telephone: (92-021) 99208036**  
**Fax: (92-021) 99208045**

## **7. Amendment of Request for Proposal (RFP)**

- 7.1 At any time prior to the deadline for submission of bid, the procuring agency may, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the bidding RFP through an amendment.
- 7.2 The amendment/corrigendum where issued, shall be part of the RFP, pursuant to Clause 7.1, will be notified in writing, to the prospective bidders who receives the Technical and Financial proposals as per RFP , and will be binding on him. Bidder is required to acknowledge receipt of such amendment to RFP.
- 7.3 In order to afford the prospective bidder reasonable time in which to take the amendment into account in preparing its bid, the procuring agency may, at its discretion, extend the deadline for the submission of bid.

## **PREPARATION OF REQUEST OF PROPOSALS (RFP)**

### **8. Language of Bid**

- 8.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the procuring agency shall be written in the English language. Any printed literature furnished by the bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the bid, English translation shall govern.

### **9. Documents Comprising the RFP**

- 9.1 The evaluation of Bid submitted shall be inclusive of, but not limited to, the following factors:
- a. Bid Form: The Bidder shall complete the Bid Form in accordance with Clause 11.
  - b. Price Schedule: The Bidder shall complete the appropriate price schedule provided in the RFP for one or all the items as mentioned therein in accordance with Clauses 11 and 12.
  - c. The bidder shall furnish bid security in accordance with Clause 13 with the supporting document.

### **10. Bid Form**

- 10.1 The bidder shall complete the bid form duly signed by the authorized personnel along with the stamp of the company and all the schedules provided in the RFP and properly stamped with Company and duly signed by authorized representative.

### **11. Bid Prices**

- 11.1 The bidder shall complete schedule-B for all or any one of the items on which he wants to quote rate as per the instructions contained in this document.
- 11.2 The price is to be submitted include all taxes.

- 11.3 Prices quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on account of escalation.

## **12. Bid Currencies**

- 12.1 Prices shall be quoted in Pak Rupees (PKR).

## **13. Bid Security**

- 13.1 Pursuant to Clause-9(c), the bidder shall furnish, as part of bid, a bid security 2% of the quoted bid.
- 13.2 Bid security shall be denominated in Pak Rupees and shall be in the shape of pay order issued by any schedule bank of Pakistan in favor of EXPORT PROCESSING ZONES AUTHORITY.
- 13.3 The bid did not secure the minimum passing marks 70 out of total 100 in Technical bid in accordance with Clauses-13.1 and 13.2 above may be liable to rejection by the procuring agency as non-responsive.
- 13.4 An unsuccessful bidder's Financial bid will be returned unopened without opening to the firms.
- 13.5 The earnest money 2% of unsuccessful firms will be released or returned as promptly as possible after award of the Contract and acceptance by the successful firm. However the 2% earnest money successful firm will be return to firm in pursuant to Clause 31, and after providing the performance security, unless mutually agreed to otherwise.
- 13.6 Bid security may be forfeited if the bidder requests to withdraw the bid after opening but within the bid validity period; or successful bidder fails to furnish performance security; or successful bidder fails to sign the contract; or a bidder does not accept the correction of the quoted amount following the correction of arithmetic errors; or a bidder has been found blacklisted by any agency of Federal or Provincial Government.

## **14. Period of Validity of Bid**

- 14.1 The bid shall remain valid for ninety (90) days from the date of bid closing prescribed by the procuring agency, pursuant to Clause 17.
- 14.2 Notwithstanding Clause 14.1 above, the procuring agency may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing. If the bidder agrees to the extension request, the validity of the bid security provided under Clause 13.1 shall also be suitably extended. The bidder may refuse the request without forfeiting its security. The bidder will not be permitted to modify its bid for an extended period.

## **15. Format and Signing of Bid**

- 15.1 The bidder shall submit dully filled original bid document.



- 15.2 Prescribed Bid Form and Schedules shall be used wherever applicable. The original bid shall be signed by the bidder or a person duly authorized to sign on behalf of the bidder. Such authorization shall be indicated by written power of attorney accompanying the bid. All pages of the bid where entries and amendments have been made shall be initialed by authorized person signed the bid.
- 15.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

## **16. Sealing and Marking of Bid**

- 16.1 The bidder shall seal the original bid into an envelope. The envelope must contain the technical and financial proposals separately.
- 16.2 The envelopes should be clearly marked as ‘**Technical**’ and ‘**Financial**’ proposal.
- 16.3 The envelopes shall:
- a. be addressed to the following address:

**Secretary EPZA**  
**E-mail: [nasir.hidayat@epza.gov.pk](mailto:nasir.hidayat@epza.gov.pk)**  
**Telephone: (92-021) 99208036**  
**Fax: (92-021) 99208045**

- b. bear the following identification:

**Bid for Health Insurance**  
**Closing Time for Submission of bid is**  
**24/10/2022 at 11:30 am**

**“DO NOT OPEN BEFORE 12:00 pm ON 24/10/2022”**

- 16.4 In addition the envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is received “late”.
- 16.5 Electronics Bids will not be entertained.

## **17. Deadline for Submission of Bid**

- 17.1 The bid must be received by the procuring agency at the address and time specified under Clause-16.3(a)(b) above.
- 17.2 The procuring agency may, at its discretion, extend the deadline for the submission of

bids by amending the bidding documents in accordance with Clause 7, in which case all rights and obligations of the procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **18. Late Bid**

- 18.1 The bid received by the procuring agency after deadline for submission of bid prescribed by the procuring agency, pursuant to Clause 17, will be rejected and returned unopened to the bidder.

## **19. Modification and Withdrawal of Bid**

- 19.1 The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the procuring agency prior to the deadline prescribed for submission of bid.
- 19.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause 16.1 withdrawal notice may also be sent by mail or fax but must be followed by a signed confirmation copy, post marked not later than the deadline for submission of bid.
- 19.3 The bid may not be modified subsequent to the deadline for submission of bid.
- 19.4 The bid may not be withdrawn in the interval between the deadline for submission of bid and the expiration of the period of bid validity specified by the bidder on the bid Form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its bid security, pursuant to clause 13.6.

# **OPENING AND EVALUATION OF BID**

## **20. Opening of Technical bid**

- 20.1 The technical bid shall be opened, on the same date after passage of at least 30 minutes after the submission deadline, by the procuring agency in the presence of the bidders' representatives who choose to attend at the time and date specified in clause 17.1, at the office of the procuring agency, given in clause 16.3(a). Bidders' representatives who wish to attend shall mark their attendance evidencing their attendance.
- 20.2 The bidder's name, modifications, bid withdrawal, and the presence or absence of the requisite bid security, and such other details as the procuring agency, at its discretion, may consider appropriate will be announced and recorded at the opening of technical bids subject to the governed procurement rules and regulations.
- 20.3 Bids shall be awarded to the most advantageous responsive bid declared on the basis of quality cost based selection method (QCBS) as per PPRA Rule-36(b)(ii).

## **21. Clarification of Technical bid**

- 21.1 To assist in the examination, evaluation and comparison of bid, the procuring agency may, at its discretion, ask the bidder for a clarification of its bid. All responses to

requests for clarification shall be in writing, and no change in price or substance of the bid shall be sought, offered or permitted.

## **22. Determination of Responsiveness of Bid**

- 22.1 Prior to the detailed evaluation of the bid, the procuring agency will examine and determine the substantial responsiveness of the bid to the requirements of the bidding documents. A substantially responsive bid is one which:
- a. meets the eligibility criteria specified in Clauses 2.1
  - b. has been properly signed/stamp on the bid form;
  - c. is accompanied by the required securities and these securities are valid and in good order;
  - d. the technical specifications should meet the major technical criteria as specified in technical specifications/technical bid form of this document;
  - e. is otherwise complete and generally in order;
  - f. conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one that:
    - i. affects in any substantial way the services scope, quality or performance; or
    - ii. Limits in any substantial way, inconsistent with the bidding documents, the procuring agency's rights or the bidder's obligations under the Contract.
- 22.2 The bidder's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 22.3 The bid determined as not substantially responsive will be rejected by the procuring agency and may not subsequently be made responsive by the bidder by correction or withdrawal of the non-conforming deviation or reservation.

## **23. Evaluation and Comparison of Bids**

- 23.1 The procuring agency will evaluate and compare the bids previously determined to be substantially responsive, pursuant to clause 22, as stated herein.

## **24. Evaluation of Technical and Financial Proposals**

### **24.1 Evaluation of Technical Proposals**

- i) The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (TS). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated at page 26.

ii) After the Technical Evaluation is completed, the Procuring Agency shall notify in writing firms that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Firms' / company's' attendance at the opening of Financial Proposals is optional. Financial proposals of those Firms(s) / companies who failed to secure minimum qualifying marks shall be returned un-opened.

#### **24.2 Evaluation of Financial Proposals**

i) Financial Proposals shall be opened publicly in the presence of the Firms/Company's representatives who choose to attend. The name of the Firms/companies and the technical scores of the Firms/companies shall be read aloud. The Financial Proposal of the Firms/companies who met the minimum qualifying marks will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Firms/companies.

ii) The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

#### **24.3 Negotiations**

i) Negotiations will be held at the date and address to be communicated by the Procuring Agency. The invited Firms/companies will, as a pre-requisite for attendance at the negotiations, confirm availability of all Key Professional Staff. Failure in satisfying such requirements may result in the Procuring Agency proceeding to negotiate with the next-ranked Firms/companies. Representatives conducting negotiations on behalf of the Firms/companies must have written authority to negotiate and conclude a contract.

#### **24.4 Technical Negotiations**

i) Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Firms/companies to improve the Terms of Reference. The Procuring Agency and the Firms/companies will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as part of the Scope of Work. Minutes of negotiations, which will be signed by the Procuring Agency and the Firms/companies, will become part of Contract agreement.

## **25. Contacting the Procuring Agency**

- 25.1 Any effort by a bidder to influence the procuring agency in its decisions in respect of bid evaluation, or contract award will result in the rejection of the bidder's bid.

## **26. Procuring Agency's Right to Accept the Bid or Reject the Bid**

- 26.1 The procuring agency reserves the right to reject the bids pursuant to rule-33 of PPRA rules and may annul the bid process at any time prior to award of contract, without thereby incurring any liability to the bidder as per Rule-33 of PPRA Rules.

# **AWARD OF CONTRACT**

## **27. Award of Contract**

- i) After completing negotiations, the Procuring Agency shall award the contract to the selected firm and within seven days of the award of contract, Procuring Agency shall publish on the website of the PPRA and on EPZA's own website, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, Evaluation Report, form of contract and letter of award.
- ii) After publishing of award of contract firm/company required to submit a Performance Security at the rate indicated in datasheet.

### **27.1 Confidentiality**

- i) Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the firm/company who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Firms/companies of confidential information related to the process may result in the rejection of its Proposal.
- ii) The procuring agency will determine to its satisfaction whether the bidder has offered the "SERVICES" at reasonable prices consistent with the current prevailing market prices and is qualified to satisfactorily perform the contract and in doing so, may allow the bidder to make up any shortcoming in the bid which does not negatively impact the performance and financial value of the "SERVICES" to be provided.
- iii) An affirmative determination will be prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid.
- iv) Subject to clause-25 above, the procuring agency will award the contract to the bidder if its bid has been determined to be substantially responsive to the bidding documents and consistent with the current prevailing market prices as determined by the procuring agency, provided further that the bidder is determined to be qualified to satisfactorily perform the contract.

## **28. Procuring Agency's Right to Vary Quantities at Time of Award**

- 28.1 The procuring agency reserves the right at the time of award of contract to increase or decrease the quantity/quality of the “SERVICES” to be procured, prices or other terms and conditions subject to the applicable procurement rules.

## **29. Notification of Contract Award**

- 29.1 Prior to expiration of the period of bid validity, the procuring agency will notify the bidder in writing by registered letter that its bid has been accepted. This letter is termed as acceptance letter.
- 29.2 The notification of award will constitute the formation of a contract, until the contract has been affected pursuant to clause-32 below.

## **30. Signing of Contract**

- 30.1 After acceptance of the EPZA award for providing insurance facilities to the EPZA employees the Firm has to send a copy of EPZA Award letter dully stamped and signed as an acceptance of the EPZA’s Terms and conditions.
- 30.2 Within seven (7) days of the receipt of such formal acceptance the Firm has to send an agreement to EPZA dully embossed the stamp duties @0.35% of the total contract price for execution of the formal agreement with EPZA.

## **31. Performance Security**

- 31.1 After execution of the agreement the firm has to submit performance security @10% of total contract price in shape of Pay Order or Bank Guarantee in favour of Export Processing Zones Authority.

## **32. Income, General Sales, and Services Taxes**

- 32.1 EPZA will deduct the income tax, sales tax of FBR/SRB as per prevailing government rules, however any company which has taken the exemption certificate from the FBR/SRB for non-deduction of income tax, sales tax and service tax.

## **DATA SHEET**

The following specific data shall supplement the provisions in the Document.

1	Project Name	Hiring the Services of Health Insurance to the employees of Export Processing Zones Authority
2	Address and Contact Person of Procuring Agency	Engr. Nasir Hidayat Khan/GM (Engineering)/Secretary  Karachi Export Processing Zone Landhi Industrial area , Extension Mehran Highway Karachi Tel: +92-21-99208036/ 99208010 Email: <a href="mailto:nasir.hidayat@epza.gov.pk">nasir.hidayat@epza.gov.pk</a>
3	Address for Submission of Bids	Engr. Nasir Hidayat Khan/ GM(Engineering)/Secretary Karachi Export Processing Zone Landhi Industrial area , Extension Mehran Highway Karachi Tel: +92-21-99208036/99208010
4	Pre-Bid Meeting	Conference Room Karachi Export Processing Zone Landhi Industrial Area, Extension Mehran Highway Karachi. (21 <sup>st</sup> October, 2022) at 12:00 PM
5	Submission of Deadline date and time	24 <sup>th</sup> October, 2022 up to 11.30 am
6	Bid Opening date and time Technical bids	24 <sup>th</sup> October, 2022 up to 12.00 PM
7	Envelops	“original proposal” documents in technical proposal or financial proposal as appropriate; and, do not open, except in presence of the Firms/companies selection committee on outer envelope.
8	Language of Bid and	English

	correspondence	
9	Proposal Validity	90 days from the closing date of submission of proposal.
10	Evaluation Criteria & Scoring System	Refer Section evaluation criteria 5 scoring system
11	Method of Selection	Quality and Cost Based Selection (QCBS) Method
12	Bid Security	The Firms/companies shall deposit a bid security in original Financial Proposal of an amount equivalent to 2% (Two per cent) of the bid price in the form of Pay Order any Scheduled Bank of Pakistan issued in favor of “EXPORT PROCESSING ZONES AUTHORITY”, which shall remain valid for a period of 28 days beyond the Proposal validity period for bids, in order to provide the Procuring Agency reasonable time to act, if the security is to be called;
13	Performance Security	10% of Bid Price in the form of Pay Order any Scheduled Bank of Pakistan, Bank Guarantee only acceptable valid till completion of the Project.
14	Contract Stamping	Duly stamped @ 0.35% of bid price by successful bidder at its own cost
15	Tax Liability	All applicable taxes as per FBR/SRB will be deducted as Per Rules.



# GENERAL CONDITIONS OF CONTRACT

## 1. Definitions

1.1 In this contract, the following terms shall be interpreted as indicated:

- a. **Contract** means the agreement entered into between the procuring agency and the service provider (successful bidder), as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. **Contract Price** means the price payable to the service provider under the contract for the full and proper performance of its contractual obligations.
- c. **Services** means all the health insurance facilities and related ancillary services which the service provider is required to offer to the procuring agency under the contract. However, the service providers must provide services from their own panel hospital network rather than from third party panel hospital network.
- d. **GCC** means General Conditions of Contract
- e. **SCC** means Special Conditions of Contract
- f. **Procuring Agency** means the organization purchasing or hiring the services, as named in SCC
- g. **Procuring agency's country** is the country named in SCC
- h. **Service Provider** means the firm offering the services under this contract
- i. **Project Site** means the place or places named in SCC
- j. **Day** means calendar days

## 2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.

## 3. Country of Origin

3.1 All the goods and services supplied under the contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.

3.2 For purposes of this clause, origin means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of goods and services is distinct from the nationality of the service provider.

#### **4. Services Supplied/ Offered**

4.1 The services supplied under this contract shall conform to the standards mentioned in the technical specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the goods' country of origin. Such standards shall be the latest issued by the concerned institution.

#### **5. Use of Contract Documents and Information; Inspection and Audit by the Government**

5.1 The service provider shall not, without the procuring agency's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the procuring agency in connection therewith, to any person other than a person employed by the service provider 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.

5.2 The service provider shall not, without the procuring agency's prior written consent, make use of any document or information enumerated in GCC clause 5.1 except for contract performing purposes.

5.3 Any document, other than the contract itself, enumerated in GCC clause 5.1 shall remain the property of the procuring agency and shall be returned (all copies) to the procuring agency on completion of the service provider's performance under the contract if so required by the procuring agency.

5.4 The service provider shall permit the procuring agency to inspect the service provider's accounts and records relating to the performance of the service provider and to have them audited by auditors appointed by the procuring agency, if so required.

#### **6. Patent Rights**

6.1 The service provider shall indemnify the procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof in the procuring agency's country.

#### **7. Performance Security**

7.1 Within seven (07) days of receipt of the notification of contract award, the successful bidder shall furnish to the procuring agency the performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the procuring agency as compensation for any loss resulting from the service provider's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the contract acceptable to the procuring agency and shall be in one of the form of a bank guarantee or an

irrevocable letter of credit issued by a reputable bank located in the procuring agency's country, in the form provided in the bidding documents or another form acceptable to the procuring agency.

- 7.4 The performance security will be discharged by the procuring agency and returned to the service provider not later than twenty-eight (28) days following the date of completion of the performance obligations under the contract.

## **8. Inspection and Tests**

- 8.1 The procuring agency or its representative shall have the right to inspect and/or to test the services and goods offered to confirm their conformity to the contract specifications at no extra cost to the procuring agency. The procuring agency shall notify the service provider in writing, in a timely manner, of identity of any representatives retained for these purposes.

## **9. Payment**

- 9.1 The method and conditions of payment to be made to the service provider under this contract are specified in SCC.
- 9.2 The service provider's request(s) for payment shall be made to the procuring agency in writing, accompanied by an invoice describing, as appropriate, the services delivered and services performed or to be offered, and by documents submitted and upon fulfillment of other obligations stipulated in the contract.
- 9.3 Payments shall be made promptly by the procuring agency, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider.
- 9.4 The currency of payment is Pak. Rupees.

## **10. Price**

- 10.1 Prices charged by the service provider for the services performed under the contract shall not vary from the prices quoted by the service provider in its bid, with the exception of any price adjustments authorized in SCC or in the procuring agency's request for bid validity extension, as the case may be.

## **11. Change Orders**

- 11.1 The procuring agency may at any time, by a written order given to the service provider pursuant to GCC clause-24, make changes within the general scope of the contract in any one or more of the following:
- a. specifications, where the services to be furnished under the contract are to be specifically provided for the procuring agency;
  - b. The services to be provided by the service provider.
- 11.2 If any such change causes an increase or decrease in the cost of, or the time required for, the service provider's performance of any provisions under the contract, an equitable

adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the service provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the Procuring agency's change order.

## **12. Contract Amendments**

12.2 No variation in or modification of the terms of the contract shall be made except by written amendment mutually signed by the parties.

## **13. Assignment**

13.1 The service provider shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring agency's prior written consent.

## **14. Subcontracts**

14.1 The service provider shall notify the procuring agency in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.

14.2 Subcontracts must comply with the provisions of GCC clause 3.

## **15. Delays in Service Provider's Performance**

15.1 Performance of services shall be made by the service provider in accordance with the time schedule prescribed by the procuring agency in the schedule of requirements/ technical specification.

15.2 If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performing of services, the service provider shall promptly notify the procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the procuring agency shall evaluate the situation and may at its discretion extend the service provider's time for performance, with or without liquidated damages, in which case extension shall be ratified by the parties by contract amendment.

15.3 Except as provided under GCC clause-18, a delay by the service provider in the performance of services shall render the service provider liable to the imposition of liquidated damages pursuant to GCC clause-16, unless an extension of time is agreed upon pursuant to GCC clause-15.2 without the application of liquidated damages.

## **16. Liquidated Damages**

16.1 Subject to GCC clause-18, if the service provider fails to perform the services within the period(s) specified in the contract, the procuring agency shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the offered price of the delayed services or unperformed services for each week or part thereof of delay until actual delivery or

performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the procuring agency may consider termination of the contract pursuant to GCC clause-17.

## **17. Termination for Default**

17.1 The procuring agency, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part:

- a. if the service provider fails to perform/ offer any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by the procuring agency pursuant to GCC clause-15; or
- b. if the service provider fails to perform any other obligation(s) under the contract.
- c. if the service provider, in the judgment of the procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. For the purpose of this clause:

**Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;

**Fraudulent practice** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the procuring agency, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

17.3 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Service Provider shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

## **18. Force Majeure**

18.1 Notwithstanding the provisions of GCC clauses 16, 17, and 18, the service provider shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

18.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the service provider and not involving the service provider’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

18.3 If a Force Majeure situation arises, the service provider shall promptly notify the procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the

procuring agency in writing, the service provider shall continue to perform its obligations 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.

## **19. Termination for Insolvency**

- 19.1 The procuring agency may at any time terminate the contract by giving written notice to the service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.

## **20. Termination for Convenience**

- 20.1 The procuring agency, by written notice sent to the service provider, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the procuring agency's convenience, the extent to which performance of the service provider under the contract is terminated, and the date upon which such termination becomes effective.
- 20.2 The services that have been offered or ready to complete within thirty (30) days after the service provider's receipt of notice of termination shall be accepted by the procuring agency at the contract terms and prices. For the remaining services, the procuring agency may elect:
- a. to have any portion completed at the Contract terms and prices; and/or
  - b. to cancel the remainder and pay to the service provider an agreed amount for partially completed the services and for materials previously procured by the service provider.

## **21. Resolution of Disputes**

- 21.1 The procuring agency and the service provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 21.2 If, after thirty (30) days from the commencement of such informal negotiations, the procuring agency and service provider have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in agreed manner and/or arbitration.

## **22. Governing Language**

- 22.1 The contract shall be written in the language specified in SCC. Subject to GCC clause-23, the version of the contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in the same language.

## **23. Applicable Law**

23.1 The contract shall be interpreted in accordance with the laws of the procuring agency's country, unless otherwise specified in SCC.

## **24. Notices**

24.1 Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

24.2 A notice shall be effective when delivered or on notice's effective date, whichever is later.

## **25. Taxes and Duties**

25.1 The service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contractual services to the procuring agency.

# EVALUATION CRITERIA

## 1. Evaluation Criteria

The evaluation of the technical and financial bids shall be held under the Quality and Cost Based Selection (QCBS). The total score of the technical and financial evaluation shall be 100, out of which 80% weight-age shall be for the technical and remaining 20% weight age shall be for the financial.

## 2. Evaluation of Technical Proposals

The Technical Proposal will be evaluated on the basis of Firms/companies relevant experience, its understanding of assignment, proposed methodology, financial capability and work plan, the experience of Key Professional Staff. Only those Firms/companies whose Technical Proposals score 75 marks or more shall qualify for further consideration, and shall be ranked from highest to lowest on basis of their raw technical score (RTS). Financial proposals of those Firms/companies who secure less than 75 marks shall be returned un-opened to the firm/Consortium.

**2.1** The total score of the technical and financial evaluation shall be 100, out of which 80% weight-age shall be for the technical and remaining 20% weight-age shall be allocated to the financial evaluation.

**2.2** The technical proposals shall be assigned marks/ score without weight-age as RTS on the basis of the criteria mentioned at Section 6B.

**2.3** The final technical score (TSw) shall be calculated in the following manner:  $TSw = RTS \times 0.80$ .

## 3. Financial Bid Opening

**3.1** A public Financial Bid opening shall be held at the time, date and venue which shall be communicated to all technically qualified Bidder(s).

**3.2 Confirm** submission of bid security shall be checked first. In case the bid security is not submitted along with the financial proposal in the same sealed envelope, such proposal(s) shall be rejected without being evaluated.

**3.3** The financial proposals shall first be checked for arithmetic errors. Financial scores shall be computed on the basis of following formula:  $FS = 100 \times (RFS_{min}/RFS)$ . Where 'RFS min' is the lowest bid price and 'RFS' is the bid price of the proposal under consideration. The financial scores thus obtained shall be assigned weight-age (20%) and final weighted score will be arrived at  $FSw = FS \times 0.20$ , FSw is weighted financial score.



#### 4. Combined Score

**4.1** The combined technical and financial proposal (CS) shall be calculated in the following manner, namely:  $CS = TSw + FSw$ .

**4.2** Bid obtaining maximum combined score shall be declared as the Best Evaluated Bid and the Firms offering the Best Evaluated Bid shall be declared as the successful Bidder and issued Letter of Acceptance, containing invitation for contract negotiation. Any factor having a bearing on the quoted price shall not be subject to negotiations.

**4.3** The agreement shall however, be signed after getting the same duly vetted and approved from the competent authority.

#### 5. Scoring System

The Technical Proposal will be evaluated on the basis of the criteria given below:

	Criteria	Marks
1.Firms relevant Experience	<b>Number of years in business for providing health Insurance:</b> More than 15 years                      20 Marks 10 years                                      15 Marks Less than 10 years                      05 Marks	20 Marks
	<b>Number of hospital all over country with:</b> More than 300 hospitals              20 Marks Up-to 300 hospitals                      15 Marks Less than 300 hospitals              10 Marks	20 Marks
	<b>Active health insured lives/person:</b> More than 20,000                      20 Marks Up-to 20,000                              15 Marks Less than 10,000                      05 Marks	20 Marks
	<b>Annual Health turnover:</b> More than 01 billion                      20 Marks Up-to 800 million                      15 Marks Less than 800 million                      05 Marks	20 Marks
	<b>1. PACRA/ JCR-VIS Rating A+ in (Health Portfolio).</b> <b>2. Medical Call Center/ Help lines.</b> <b>3. Number of medical doctors for case management.</b> Having above 3 facilities              20 Marks Having above 2 facilities              15 Marks Having above 1 facility                      05 Marks	20 Marks

## **SPECIAL CONDITIONS OF CONTRACT**

- 1. Definitions [GCC Clause-1.1(f)]:** The procuring agency is EXPORT PROCESSING ZONES AUTHORITY
- 2. Definitions [(GCC Clause-1.1(g))]:** The procuring agency's country is Pakistan
- 3. Performance Security [(GCC clause-7.1)]:** The amount of performance security as a percentage of the contract price shall be 10% in shape of pay order or bank guarantee in favor of EXPORT PROCESSING ZONES AUTHORITY.
- 4. Incidental Services [(GCC Clause-11.1)]:** The services including printing of cards, and processing the claims etc.
- 5. Payment [(GCC Clause-9.1)]:** The method and conditions of payment to be made to the service provider under this contract shall be as follows:
  - a. The procuring agency shall pay a lump sum advance amount equivalent to 25% of the quoted premium to the service provider within seven (07) days from effective date;
  - b. The procuring agency shall pay the premium to the service provider in advance or on quarterly basis at the beginning of each quarter except first quarter up till the expiry date or termination date, whichever comes earlier, subject to the verification of authorized representative as mentioned by the procuring agency.
  - c. The quarterly premium payments shall be determined by the independent auditor on the basis of;
    - The premium on the number of new health insurance card issued during the last quarter calculated from the date of issuance up till the end of the last quarter.
    - The premium on the total number of issued on the health insurance card for the quarter on advance basis.
  - d. The payment due at the beginning of the second quarter shall be adjusted from the advance amount as per SCC clause 5(a), in case the premium due at the beginning of the second quarter is higher than the advance amount, the procuring agency shall pay the difference to the service provider, in case the premium due at the beginning of second quarter is lower than the advance amount, the remaining amount will be carried forward by the service provider and adjusted from the payments due at the beginning of the third quarter;
  - e. The procuring agency shall pay the premium to the service provider in accordance with the government procedures and disbursement mechanism to utilize most appropriate way for the best delivery of the services as per contractual agreement.
- 6. Prices [(GCC clause-10.1)]:** Prices will remain as fixed; however, in case of any change in quantity made by the procuring agency as per GCC Clause-11.1, the prices will be adjusted on pro-rata basis.
- 7. Liquidity Damages [(GCC clause-16.1)]:** Deduction/ penalty shall be applicable in case the service provider fails to offer the services within stipulated contractual period. Penalty in this case will be made as 0.5% of contract price per week and maximum shall reach up to 10% of contract price, if the service provider fails to offer the services.

**8. Resolution of Disputes [(GCC Clause-21.2)]:** In case of a dispute between the procuring agency and the service provider, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the procuring agency's country.

**9. Governing Language[(GCC Clause-22.1)]:** The governing language shall be English.

**10. Applicable Law[(GCC Clause-23.1)]:** The contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

- a. The Employment of Children (ECA) Act 1991
- b. The Bonded Labor System Act of 1992
- c. The Factories Act 1934

**11. Notices [(GCC Clause-24.1)]:** The procuring agency's address for notices purposes shall be as under:

Address: EXPORT PROCESSING ZONES AUTHORITY, Landhi Industrial Area Extension,  
Mehran Highway, Karachi

E-mail: [info@epza.gov.pk](mailto:info@epza.gov.pk)  
Telephone: 021-99208039-44  
Fax: (92-021) 99208045

# SCHEDULE OF REQUIREMENTS

## 1. SCOPE OF SERVICES

**1.1 Procurement Objective:** The procuring agency intends to insure in-patient treatment (hospitalization and maternity benefit) for its employees and their dependents (parents, spouse, and children) as per family coverage plan through well reputed health insurance company eligible under the contract.

**1.2 Beneficiaries:** A tentative number of the procuring agency's employees and their dependents' details with category-wise who would avail the health insurance facilities is tabulated below, and the bidder must provide the bid based on the given details:

Category-wise Number of Employees and Their Dependents						
Sr.	Description	A	B	C	D	Total
		MP-I to MP-III E-IV to E-V BS-19 to BS-20	E-I to E-III (BS-16 to 18)	S-III to S-V (BS-11 to 15)	S-I to S-II (BS-02 to 06)	
I.	Employees	07	109	174	328	618
II	Parents	4	110	156	246	516
III	Spouse	8	90	148	301	547
IV	Children	14	221	366	821	1422
TOTAL		33	530	844	1696	3103

Medical Coverage Structure					
Sr.	Category-wise Hospitalization	A	B	C	D
		MP-I to MP-III E-IV to E-V BS-19 to BS-20	E-I to E-III (BS-16 to 18)	S-III to S-V (BS-11 to 15)	S-I to S-II (BS-02 to 06)
I.	Maximum annual limit (Per-family member coverage plan)	PKR 200,000/-	PKR 200,000/-	PKR 200,000/-	PKR 200,000/-
II	Maximum Room & boarding limit (Out of above ceiling)	PKR 18,000/-	PKR 13,000/-	PKR 8,500/-	PKR 5,500/-
III	<b>Maternity Benefit Limit</b>				
a	Normal	PKR 50,000/-	PKR 50,000/-	PKR 50,000/-	PKR 50,000/-
b	Caesarian/ multiple births/ forceps	PKR 80,000/-	PKR 80,000/-	PKR 80,000/-	PKR 80,000/-

### 1.3 Age Limit:

- Employees up to age of 60 years and their spouses shall be covered;
- Parents to be covered up to 80 years of age;
- Dependent sons to be covered up to 25 years of age; and
- Dependent daughters to be covered till marriage.

**1.4 Contractual Responsibilities:** The service provider is required to provide medical benefits through its hospitals panel as agreed under the contract. The benefits must cover all the medical expenses incurred up to the specified limit while an insured is hospitalized due to illness, surgery or accident, etc. Eligible medical expenses include but not limited to the following:

- a. Daily room rent
- b. ICU, CCU, and NCU charges
- c. Specialist consultation/ RMO charges/ Nursing charges
- d. Surgeon fee
- e. Anesthetist fee/ Anesthetist charges
- f. Operation theatre charges/ rehabilitation charges
- g. Medicines used during hospitalization
- h. Blood and oxygen
- i. Ventilators and allied services
- j. Kidney dialysis/ blood transfusion
- k. Cancer treatment (chemotherapy/ radiotherapy)
- l. Daycare surgeries/ investigations
- m. Diagnostic investigation during hospitalization
- n. MRI, CT scan, Biopsy, Thallium scan, etc.
- o. Endoscopies
- p. Open heart surgery and related surgeries
- q. Organ transplant only procedure charges will be covered
- r. In-hospital consultation
- s. Fractures and lacerated wounds
- t. Local ambulance charges
- u. Pre and post hospitalization etc.
- v. Maternity benefit – must cover all expenses related to pregnancy and childbirth. Eligible expenses under this provision may include as under:
  - Obstetrician's fee for delivery and consultation
  - Labor room/ operation theatre charges;
  - Diagnostic tests and medicines during hospital stay
  - Baby's nursery care charges during mother's hospitalization
  - Normal deliveries, complicated deliveries, and multiple births
  - Miscarriages resulting into D&C only legal
  - Pre and post natal expenses
  - Circumcision expenses

**1.5 Additional Benefits Covered:**

- a. Pre-existing conditions shall be fully covered up to full limits (100% covered);
- b. Pre and post hospitalization covering consultation, prescribed medicines and diagnostic tests within thirty (30) days before and after hospital confinement with no financial sublimit;
- c. Day care surgeries/ procedure such as lithotripsy, excision biopsy, gastro copy, tonsillectomy/ adenoidectomy, veins/ varicose, non-malignant tumors/ abscess, hernia surgery, appendectomy, cataract surgery, angiography, endoscopy;
- d. Specialized investigations from OPD such as MRI/ CT Scan/ Thallium scan (covered even if no hospitalization takes place);

- e. Treatment of cancer (including chemotherapy pre and post hospitalization expenses);
- f. Coverage of congenital birth defects for all under all the benefits;
- g. Coverage of Hepatitis B & C (interferon therapy from hospitalization limit);
- h. Emergency dental treatment due to accident injuries;
- i. Treatment of fractures and lacerated wounds;
- j. Ambulance service – emergency and transportation of dead body to any destination within the province;
- k. Emergency room treatment for accidental injuries;
- l. Pre and post natal expenses shall be covered up to the maternity limit (subject to the availability of the maternity limit);
- m. Circumcision charges shall be paid up to PKR 10,000/- subject to the availability of the maternity limit; and
- n. Newly born babies shall be covered from the date of birth.

**1.6 Description of Benefit:** The service provider will provide all the details relating to the benefits offered under the proposal; procedure to avail such benefit; procedure to reimburse claim of non-panel hospital; documents required for non-panel hospital; and list of medical treatments not covered under the plan. The service provider will also require to offer the following supplementary services under this contract:

- Provide benefit guidelines in English and Urdu languages for better understanding of health benefits;
- Conduct awareness sessions for the employees/ beneficiaries of procuring agency;
- E-portal facility to track claims via online portal.

**1.7 Turnaround Time:** The service provider shall issue the health cards within ten (10) business days of receipt of health declaration form. The service provider shall ensure reimbursement of claims within ten (10) days of receipt of requisite documents.

**1.8 Institutional Arrangement:** The procuring agency shall provide details of the employees and their dependents to the successful bidder for provision of health insurance services within the ambit of the agreed contract scope and duration.

**1.9 Contract Duration:** The service provider shall provide the services up to twelve (12) months starting from the date of signing of agreement.

# BID FORMS

## BID FORM AND PRICE SCHEDULES

Date.....

IFB No.....

To,

\*\*\*\*\*

\*\*\*\*\*,

\*\*\*\*\*,

**Karachi.**

Dear Sir,

Having examined the bidding document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services required in conformity with the said bid document for the sum of total bid amount in words and figures] or such other sums as may be ascertained as per the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our bid is accepted, to offer the services in accordance with the delivery schedule specified in this document.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to ten (10) percent of the contract price/ pay order for the due performance of the contract, in the form prescribed by the purchaser.

We agree to abide by this Bid for a period of [number] days from the date fixed for Bid opening under clause-15 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with written acceptance thereof and your notification of award, shall constitute a binding contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and currency	Purpose of commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state “none”)

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022

\_\_\_\_\_

Signature In the capacity of

Duly authorized to sign bid for and on behalf of \_\_\_\_\_

## BID SECURITY FORM

Whereas *[name of the Bidder]* (hereinafter called “the bidder”) has submitted its bid dated [date of submission of bid] for the supply of *[name and/or description of the services]* (hereinafter called “the bid”).

KNOW ALL PEOPLE by these presents that we *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the bank”), are bound unto *[name of procuring agency]* (hereinafter called “the Procuring agency”) in the sum of for which payment well and truly to be made to the said procuring agency, the bank binds itself, its successors, and assigns by these presents.

Sealed with the common seal of the said bank this \_\_\_\_\_ day of \_\_\_\_\_ 2021

THE CONDITIONS of this obligation are:

1. If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid Form; or
2. If the bidder, having been notified of the acceptance of its bid by the procuring agency during the period of bid validity:
  - a. fails or refuses to execute the Contract Form, if required; or
  - b. fails or refuses to furnish the performance security, in accordance with the Instructions to bidders.

we undertake to pay to the Procuring agency up to the above amount upon receipt of its first written demand, without the procuring agency having to substantiate its demand, provided that in its demand the procuring agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty-eight (28) days after the period of bid validity, and any demand in respect thereof should reach the bank not later than the above date.

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[Signature of the bank]



## CONTRACT FORM

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2021 between Export Processing Zones Authority (hereinafter called "the procuring agency") of the one part and [name of service provider] of [city and country of Service Provider] (hereinafter called "the Service Provider") of the other part;

Whereas the procuring agency invited bids for offering health insurance facilities and has accepted a bid by the service provider for offering the services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) Bid form and the price schedule submitted by the bidder.
  - (b) Schedule of requirements.
  - (c) Technical specifications.
  - (d) General conditions of contract.
  - (e) Special conditions of contract; and
  - (f) Procuring agency's notification of award.
3. In consideration of the payments to be made by the procuring agency to the service provider as hereinafter mentioned, the service provider hereby covenants with the procuring agency to provide the services and to remedy defects therein in conformity in all respects with the provisions of the contract
4. The procuring agency hereby covenants to pay the service provider in consideration of the provision of the services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the procuring agency)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the service provider)

## PERFORMANCE SECURITY FORM

To: [name of procuring agency]

WHEREAS [name of the successful bidder] (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. [Reference number of the contract] dated \_\_\_\_\_ 20\_\_\_\_ to offer services [description of services] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said contract that the service provider shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with service provider’s performance obligations in accordance with the contract

AND WHEREAS we have agreed to give the service provider’s a guarantee:

THEREFORE WE hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature and seal of the Guarantors

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[Name of bank or financial institution]

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[Address]

---

[Date]

# INTEGRITY PACT

## DECLARATION OF FEES, COMMISSION AND BROKERAGE PAYABLE BY THE SERVICE PROVIDER

**Contract Number:** \_\_\_\_\_  
**Dated:** \_\_\_\_\_  
**Contract Value:** \_\_\_\_\_  
**Contract Title:** \_\_\_\_\_

[Name of Service Provider] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Export Processing Zones Authority Government of Pakistan or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Service Provider] 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 procuring agency, except that which has been expressly declared pursuant hereto.

[Name of Service Provider] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Service Provider] 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of procuring agency.

Notwithstanding any rights and remedies exercised by procuring agency in this regard, [Name of Service Provider] agrees to indemnify procuring agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to procuring agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Service Provider] 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 procuring agency.

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[Procuring Agency]

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[Service Provider]