

NATIONAL INSURANCE COMPANY LIMITED
(OWNED BY THE GOVERNMENT OF PAKISTAN)



TENDER

FOR

HIRING OF THIRD PARTY ADMINISTRATION (TPA) SERVICES
PROVIDING FIRM FOR NICL EMPLOYEES HEALTHCARE
BENEFITS/SERVICES
THROUGHOUT PAKISTAN.

YEAR- 2023

National Insurance Company Ltd.

3thFloor, NIC Building, AbbasiShaheed Road,
Shahrah-e-Faisal, Karachi.

Salient Features of the Tender

1	Name of work	Third Party Administration (TPA) Services for NICL.
2	Locations	All over Pakistan
3	Date of issue of Tender	Date: 8 th of May 2023
4	Place of issue of Tender And Submission	National Insurance Company Ltd. 3 th Floor NICL Bldg, Abbasi Shaheed Road, Karachi.
5	Last Date & Time for Submission of Tender	30/5/2023 11:00 Hrs
6	Date & time for opening of Tender	30/5/2023 11:30 Hrs
7	Validity of Tender	90 calendar days from the date of opening of Tender
8	Amount of Earnest Money	2% of total yearly contract price to be submitted in the form of pay order/Bank draft in favour of NICL.
9	Period of Contract	03 years after issuance of letter for award of contract

BID APPLICATION FORM

Name of Firm / Bidder : _____

Name of the Owner of the Firm : _____

CNIC Number : _____

Company NTN Number : _____

Company SST Number : _____

Date of Company Enlistment / Incorporation : _____

Address of Bidder : _____

Business Telephone : _____

Business Cell phone : _____

Bid Price in Figure : Pak Rupees Rs. _____

Bid Price in Words : Pak Rupees. _____ only.

Earnest Money 2% in Figures : Pak Rs. _____

: Rupees _____ only.

Pay Order / Bank Draft Number : _____

Name of the Bank : _____

Date of Bid Submission : _____

Time of Bid Submission : _____

Submitted to : Head (HR, Admin & IT)

3thFloor NIC Building, Abbassi Shaheed Road, Karachi

Date of Opening of Bids : _____
Time of Opening of Bids : _____
Place of Opening of Bids : Conference Room 3rdFloor NIC Building Karachi

- Documents attached with Form :
 1. _____
 2. _____
 3. _____
 4. _____
 5. _____
 6. _____
 7. _____
 8. Other if Any _____

Interested **Firms / Companies, who are** interested in the said Tender, should submit complete profile / portfolio covering the following details:

- This is the Single Stage – Two Envelope Procedure; a bid shall comprise of single package containing two separate envelopes. Each envelope shall contain separately the FINANCIAL PROPOSAL and the TECHNICAL PROPOSAL for **Third Party Administration Services for Medical facility to NICL Employees** at all locations throughout Pakistan.
- Full name with location of Head Office / Branch Office of firm along with postal address. Telephone, fax , email , details of organizational / administrative setup and local office in Karachi
- An Affidavit on a Rs. 100/- Legal Paper that the firm has not been blacklisted by any government / autonomous agency.
- Bids received by Fax or email shall not be accepted.
- Tender without Earnest Money of 2% of the yearly contract price will not be entertained and rejected thereof.
- The quotation / Tender price must be inclusive of all applicable taxes/ SST/GST.
- All offers should be valid for 90 (Ninety) calendar days from the date of Tender Openings.
- Clarification if any on the technical requirement may be obtained through written inquiry from :-

Head (HR, Admin &IT)
National Insurance Company Limited
3thFloor, NIC Building,
Abbassi Shaheed Road
Karachi

Note:
All Company Document submitted shall be properly understandable/readable. Any unclear or non readable photocopy shall not be considered. Technical details should also be clearly readable otherwise it will be rejected.

GENERAL TERM & CONDITIONS ARE AS FOLLOWS:-

1. Sealed bids from well reputed firms are invited for **Third Party Administration (TPA) Services for Medical facility to NICL Employees** should be reached on or before the specified deadline as published in advertisement.
 2. Only those Firms / Companies who are having valid NTN & GST/SST Registration and on Active Tax Payers List of FBR /SRB (attach valid documentary evidence) are eligible to participate in the tender process.
 3. Each bid should be accompanied by 02% (Two Percent) Earnest Money of the yearly contract price in shape of Pay Order/Bank Draft in favour of National Insurance Company Limited, Karachi. If the bid contains less Earnest Money or without earnest money that will not be entertained.
 4. Undertaking on Rs. 100/- Affidavit that the firm is not black-listed by any Government/ Semi-Government or Private Organizations. Those, contractors, firms and service providers who have been black listed by any organization shall not be eligible to participate in the bidding process.
 5. Tender will be conducted under National Competitive Bidding pursuant to 'Single stage two envelopes procedure' as per Rule 36(b) of Public Procurement Rules 2004 (PPR 2004). Single Stage – Two Envelope Procedure; a bid shall comprise of single package containing two separate envelopes and is open to all eligible participants of tender as defined in the PPR 2004 that meet the minimum eligibility/qualification criteria.
 6. The envelopes shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion.
 7. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened.
 8. The envelope marked as "FINANCIAL PROPOSAL" Shall be retained in the custody of the NICL without being opened.
 9. NICL shall evaluate the "TECHNICAL PROPOSAL" without reference to the price and may reject any proposal which does not conform to the specified requirements.
 10. Financial Proposals of only those companies/firms shall be opened who will be technically qualified under this process.
 11. After the evaluation and approval of the "TECHNICAL PROPOSAL" NICL shall at a decided time (time Shall be informed the bidders in writing) within the bid validity period The "FINANCIAL PROPOSAL" shall be opened publicly in front of company/firm or their authorized representatives, who may like to be present, of the technically qualified bidders.
 12. The "FINANCIAL PROPOSAL" of bidders found technically nonresponsive shall be returned un-opened to the respective bidders.
 13. The firm should have relevant experience and proper office at Karachi.
 14. Bid Price should be on the basis of total price of bid for including all applicable Taxes/Levies/GST/SST.
 15. Payment shall be made subject to deduction of government taxes, after completion of work & production of the bill/GST&SST invoices.
 16. Sealed bids (along with dully filled in forms Annex-A & B) are required to be delivered to the office of the undersigned on or before 11:00 AM on 30-5-2023, which will be opened on same day at 11:30 AM in the presence of the bidders or their authorized representatives, who may like to be present.
1. Bids which are not accompanied by the documents at serial No 2, 3, & 4 above, shall be declared Non-Responsive.
 2. The proposal should not have any over-writing or cutting. Bids with any of the aforementioned defects may not be considered.
 3. Bid application form must be filled complete & properly, otherwise it will be considered as Non-Responsive.
 4. Incorrect information of any sort shall make the firm liable for the debarring from this contract in NICL, even after award of the contract/work order.
 5. National Tax Number (NTN) & General Sales Tax (GST) Number with copies of the certificates.
 6. The payment of all taxes is the responsibility of the bidder/ firm.

7. NICL shall disqualify a firm / contractor if it finds at any time that the information submitted by the firm or contractor concerning its qualification was false and materially inaccurate.
8. Pay-Order of the Earnest money will be released to unsuccessful bidders within 30 days after the award of contract to successful bidder and commencement of contract.
9. Earnest money of successful bidder will be retained as performance guarantee for a guarantee period.
10. Bids received by Fax or email shall not be accepted.
11. Conditional, Multi Optional bids will not be accepted.
12. The quoted rates shall remain valid for a period of 90 days from the date of tender opening.
13. Brief Company Profile should be enclosed/ attached with the Tender documents.
14. Detail of similar service provided to other Government and Semi Govt. Departments during last two years.
15. No bidder shall be allowed to alter or modify his bid after the bids have been opened. However the NICL being the procuring agency may seek and accept clarifications to the bid that do not change the substance of the bid.
16. The bidders can visit the site between 9:00 AM to 5:00 PM on working days (from Monday to Friday) at sites i.e. NIC Building, Abbasi Shaheed Road, Karachi (before submitting the bid documents).
17. The successful bid will be responsible for providing medical services as TPA.
18. The National Insurance Company Limited (NICL) may reject all bids or proposals at any time prior to the acceptance of the bid or proposal. However, the company shall, upon request, communicate to any bidder who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.
19. In case the first lowest pre-qualified bidder fails to provide the required services or NICL is not satisfied with the provided services, NICL reserves the right to obtain the services from Second lowest pre-qualified bidder. In case the second lowest pre-qualified bidder fails to provide the required services or NICL is not satisfied with the provided services, the NICL reserves the right to obtain the services from third lowest pre-qualified bidder.
20. A company/firm will be selected after an open and transparent tendering process in accordance with Public Procurement Regulatory Authority (PPRA) Ordinance, 2002, and Rules, Regulations and Guidelines.
- 21.

Terms & Conditions, specified in the Tender Document are fully understood and accepted and we hereby agree to abide by and fulfil all the terms and conditions.

Name & Signature: _____

Authorized Representative of the Firm / Bidder

CNIC No. _____ (attach CNIC copy)

(Note: Please submit Company visiting card)

(Company Stamp)

Issued by: NICL Admin Department:

Head office – Karachi

(Company Stamp)

HEAD (HR, Admin & IT)

NATIONAL INSURANCE COMPANY LIMITED 3rd FLOOR NIC BUILDING, ABBASI SHAHEED ROAD, KARACHI
LAND-LINE: +92-2199225238/ PABX: +92-21-99225741-48 (EXTENSION NUMBER – 6501)

ANNEX-A

TENDER FOR HIRING A FIRM /COMPANY FOR MEDICAL FACILITY

Name of the Firm	
Address (Telephone, Fax & E-mail)	
Year of Establishment	
Sales Tax Registration No. (attach documentary evidence)	Yes <input type="checkbox"/> No <input type="checkbox"/>
National/Income Tax No. (attached documentary evidence)	Yes <input type="checkbox"/> No <input type="checkbox"/>
SECP Registration (attach documentary evidence)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Banker's Name & Contact Details	
Number of Years of Experience related to similar assignment	
Whether Bank Pay Order as Earnest Money @ 2% of the total value of Bid is enclosed	Yes <input type="checkbox"/> No <input type="checkbox"/>
Number of Assignments in Hand (Current) (Please attach documentary evidence)	
Managerial/Technical Capability (Attach as separate Annexure, if necessary)	
Number of Clients (Attach list)	
Affidavit on Stamp Paper (that the firm has not been blacklisted by private, Govt., Semi Govt. or Autonomous Body)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Contact Person Date: _____	 _____ Name & Designation _____ Authorized Signature & Stamp

APPENDIX-I

On Rs. 100/- Stamp Paper

AGREEMENT OF CONTRACT

THIS AGREEMENT is made at Karachi on this _____, 2023 between National Insurance Company Limited, 3rdFloor, NICL Building, Abbasi Shaheed Road, Karachi hereinafter referred to as "the Company" (which expression shall unless repugnant to the context mean and include their respective successor-in-interest and assign) of the One Part:

AND

M/s. _____ hereinafter called the "CONTRACTOR" (which expression shall unless repugnant to the context mean and include their respective successor-in-interest and assign) of the other Part.

WHEREAS, the CONTRACTOR has already furnished to the Company a Performance Bond for the due fulfillment of the contract.

AND WHEREAS, the Company is desirous that to avail Third Party A Service for Healthcare Management Services to its entitled employees both serving and retired and dependants in its all location throughout Pakistan, should be carried out and has accepted a tender by the 'CONTRACTOR' for the execution of such services for the amount of Rs. _____ (Rupees _____ only per annum.

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 Condition of contract, hereinafter referred to.
2. The following documents, which for the purpose of identification have been signed by _____ on behalf of the CONTRACTOR and by _____ on behalf of the EMPLOYER all of which shall be deemed to form and be read and construed as part of this Agreement, viz
 - 1) Form of Tender, Inclusive of the pertinent Appendices
 - 2) Instruction to Bidders.
 - 3) Scope of work
 - 4) General Conditions of contract, inclusive of Appendices to the General conditions of contract.
 - 5) Special Conditions of contract, inclusive of Appendices to the special conditions of contract.
 - 6) Price mentioned in the tender documents.

3. In consideration of payments to be made by the EMPLOYER to the CONTRACTOR, as hereinafter mentioned, the CONTRACTOR hereby covenants with the EMPLOYER to operate, supervise, manage and perform the services in conformity, in all respects, with the provisions of the contract.
4. The EMPLOYER covenants to pay to the CONTRACTOR in consideration of the operation, supervision, management and performance of the services/works, the price of the contract in the manner prescribed by the contract.

IN WITNESS WHEREOF, the parties here to have here into set their respective hands and seal on the day and the year first above written.

FOR AND ON BEHALF OF
M/s. National Insurance Co. Ltd.,

FOR AND ON BEHALF OF
THE CONTRACTOR

Signature

Signature

Name & Designation

Name & Designation _____
CNIC No. _____

Witness

Witness

DEFINITIONS

“**Bid**” means a tender, or an offer by a person, consultant, firm, company or an organization expressing willingness to undertake a specified task at a price, in response to an invitation by the company

“**Bid with Lowest Evaluated Cost**” means the bid quoting lowest cost amongst all those bids evaluated to be substantially responsive;

“**Bidder**” means a person or entity submitting a bid;

“**Bidding Documents**” means all documents provided to the interested bidders to facilitate them in preparation of their bids in uniform manner;

“**Bidding Process**” means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract;

“**Blacklisting**” means barring a bidder, contractor, consultant or supplier from participating in any future procurement proceedings.

“**Calendar Days**” means days including all holidays;

“**Conflict of Interest**” means -

- (i) Where a contractor, supplier or consultant provides, or could provide, or could be perceived as providing biased professional advice to NICL to obtain an undue benefit for himself or those affiliated with him;
- (ii) Receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract;
- (iii) Any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the NICL under the contract;
- (iv) Where an official of the NICL engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner;

“**Consultant**” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals;

“**Consulting Services**” means services of an advisory and intellectual nature provided by consultants using their professional skills to study, design, organize, and manage projects, encompassing multiple activities and disciplines, including the crafting of sector policies and institutional reforms, specialist advice, legal advice and integrated solutions, change management and financial advisory services, planning and engineering studies, and architectural design services, supervision, social and environmental assessments, technical assistance, and programmed implementation;

“**Contract**” means an agreement enforceable by law and includes General and Special Conditions, Specifications, Drawings and Bill of Quantities;

“Contractor” means a person, firm, company or organization that undertakes to execute works including services related thereto, other than consulting services, incidental to or required for the contract being undertaken for the works;

“Corrupt and Fraudulent Practices” means either one or any combination of the practices given below;

“Coercive Practice” means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

“Collusive Practice” means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the NICL to establish price at artificial, non-competitive levels for any wrongful gain;

“Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

“Fraudulent Practice” means any actor omission, including an misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

“Obstructive Practice” mean shaming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

“Emergency” means natural calamities, disasters, accidents, war and breakdown of operational equipment, plant, machinery or engineering infrastructures, which may give rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to person(s), property or the environment;

“Goods” means articles and object of every kind and description including raw materials, drugs and medicines, products, equipment’s, machinery, spares and commodities in any form, including solid, liquid and gaseous form, and includes services identical to installation, transport, maintenance and similar obligations related to the supply of goods, if the value of these services does not exceed the value of such goods;

“Government” means the Government of Pakistan;

“Head of the Department” means the administrative head of the department or the organization;

“Lowest Evaluated Bid” means a bid for goods, works and services having the lowest evaluated cost among the substantially responsive bids

“Lowest Submitted Price” means the lowest price quoted in a bid, which is otherwise not substantially responsive;

“Mis-procurement” means public procurement in contravention of any provision of PPRA RULES, any rule, regulation, order or instruction made there under or any other law in respect thereof, or relating to, public procurement;

“Notice Inviting Tender” means the notice issued by NICL through publication in the newspapers and websites of NICL & PPRA for the purpose of inviting bids, or applications for pre-qualifications, or expression of interests, which may include Tender Notice, Invitation for Bids, Notice for Pre-qualifications or Request for Expression of Interests;

“Open Competitive Bidding” means a fair and transparent specified procedure defined under these Rules, advertised in the prescribed manner, leading to the award of a contract whereby all interested firms, companies or organizations may bid for the contract.

“**NICL**” means the National Insurance Company Limited;

“**Services**” means any object of procurement other than goods or works, and includes consultancy services;

“**Substantially Responsive Bid**” means the bid that contains no material differences or deviations from, or reservations to, the terms, conditions and specifications given in the bidding documents;

“**Supplier**” means a person, firm, company or an organization that undertakes to provide TPA services related thereto, other than consulting services, required for the contract;

“**Value for Money**” means best returns for each rupee spent in terms of quality, timeliness, reliability, after sales service, up-grade ability, price, source, and the combination of whole-life cost and quality to meet NICL requirements.

1 INVITATION FOR BIDS (IFB)

National Insurance Company Limited (NICL) invites proposal for providing Health Management Services for employees of National Insurance Company Ltd., from SECP approved companies. More details of the specifications of related services to be provided are given in the scope of service in Section [3] hereto.

Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the PPRA Rules for the purposes of this document, the any reference to the term “Rules” shall mean a reference to the PPRA Rules or NICL Employees Medical Regulation-1976.

Tender Notice which can be found at www.ppra.gov.pk/ or www.nicl.com.pk

This TD includes the following Sections:

- Instructions to Bidders (ITB)
- Scope of Work
- Technical Proposal
- Financial Proposal
- Conditions of Contract

Proposals must be submitted at the below mentioned

address;

Acting General Manager (HR, Admin & IT)

NATIONAL INSURANCE COMPANY LIMITED.

Head Office

3rd Floor

NICL Building,

Abbasi Shaheed Road,

Karachi-74400

2 INSTRUCTION TO BIDDERS (ITB)

2.1 Correspondence Address:

The contact number and the correspondence address for submitting the proposals are as follow:

Acting General Manager H.R & Admin
National Insurance Company limited
Head Office 3rd floor,
NICL Building,
Abbasi Shaheed Road,
Karachi-74400

2.2 Eligible Bidders

All the bidders duly incorporated and based in Pakistan governed by rules, laws and statutes of Government of Pakistan and shall be eligible under PPRA Rules.

Corrupt Practice

- a) NICL requires that Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices.
- b) NICL will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt or has been blacklisted under the in competing for the contract in question as per PPRA rules.
- c) Any false information or misstatement on the part of the vendor will lead to disqualification / blacklisting/ legal proceeding regardless of the price or quality of the product.
- d) All evidences must be submitted by bidder as described in scoring criteria.

2.3 Preparation of Bids

2.4.1 Bidding Process

This is the Single Stage – Two Envelope Procedure; a bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the FINANCIAL PROPOSAL and the TECHNICAL PROPOSAL.

2.4.2 Cost of Bidding

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

2.4.3 Language of Bid

The bid prepared by the bidders as well as all correspondence and documents exchanged by the bidder and NICL must be written in English.

2.4.4 Technical Proposal

Bidders are required to submit the Technical Proposal stating a brief description of the bidder's organization outlining their recent experience, the names of Sub-Bidder/Professional Staff who participates during the assignment, the technical approach, sample templates/prototypes of deliverables, methodology, work plan, organization and staff, including workable suggestions that could improve the quality and effectiveness of the assignment. The Technical proposal shall be duly signed by the by the authorized representative of the Bidder not including any financial information otherwise it will be declared as non-responsive.

All the related information of the bidders should be in accordance with the scoring criteria as mentioned in scoring criteria marks of that criteria shall not be given. List of Medical Units all over the country.

2.4.5 Financial Proposal

The financial proposal shall be prepared using the standard form attached, duly signed by the authorized representative of the bidder. It should list all cost associated with the assignment including remuneration for staff, and reimbursable expenses and such other information as may be specifically requested by the NICL. Alternatively, the bidder may provide his/her/its own list of costs with all items described in the technical proposal priced separately. Standard Forms for Financial Proposal are available in Section [4]

2.4.6 Bid Currencies

For the purpose of comparison of bids quoted currency shall be in PAK RUPEE (PKR).

2.4.7 Bid Security

The NICL shall require the bidders to furnish the Earnest Money @ 2% of Bidding Cost in shape of pay order bank issued by a scheduled bank in Pakistan, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the NICL reasonable time to act.

Bid Security should be attached with Financial Proposal. Bidders are also required to submit affidavit that the Bid Security has been attached with the Financial Proposal.

Any Bid not accompanied by an acceptable Bid Security shall be rejected by the NICL as non – responsive.

Bid security shall be released to the unsuccessful bidders once the contract will be signed with the successful bidder or after expiry of validity period.

The bid security shall be forfeited:

- If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form; or
- In the case of a successful Bidder, if the Bidder fails to;
 - Sign the contract in accordance with ITB Section or
 - Furnish performance security in accordance with ITB Section.

2.4.8 Bid Validity

Bids shall remain valid for a period of ninety (90) days, after the date of bid opening prescribed by NICL; PPRA rules.

Whenever an extension of bid validity period is requested, a bidder shall have the right to refuse to grant such an extension and withdraw his bid and bid security shall be returned.

Bidders who agree to extension of the bid validity period shall also extend validity of the bid security for the agreed extended period of the bid validity as per PPRA rules.

2.4 Submission of Bids

1.5.1 Sealing and Marking of Bids

Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal. Envelope shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion.

2.5.2 Response Time

Bidders are required to submit their Bids within fifteen (15) calendar days from the date of publication of Notice Inviting Tender as per National Competitive Bidding. Bids must be received by NICL at the address specified under ITB Section [2.1] within office hours.

2.5.3 Extension of Time Period for Submission of Bids

NICL may extend the deadline for submission of bids only, if one or all of the following conditions exist;

- Fewer than two have been submitted and NICL is unanimous in its view that wider competition can be ensured by extending the dead line. In such case, the bid submitted shall be returned to the bidders unopened! As per PPRA rules.
- If the NICL is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended PPRA Rule.

2.5.4 Clarification of Bidding Documents

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and NICL shall respond to such queries in writing within three calendar days, provided they are received at least five (5) calendar days prior to the date of opening of bid PPRA Rule.

It should be noted that any clarification to any query by a bidder shall also be communicated to all parties, who have obtained bidding documents.

2.5.5 Late Bids

Any bid received by NICL after the deadline for submission of bids prescribed by NICL pursuant to ITB Section [2.5.2] will be rejected and returned unopened to the Bidder. [PPRA Rule]. The rejection of bids received after the deadline for submission shall apply regardless of any reason whatsoever for such delayed receipt

2.5.6 Withdrawal of Bids

The Bidder may withdraw its Technical Proposal and Financial Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by the Bidder and/or by an authorized representative, and shall include a copy of the authorization. Provided that, written notice of Withdrawal, shall be received by NICL prior to the opening of bids.

No bid shall be withdrawn in the interval between the opening of Bids and the expiration of the period of Bid validity specified in ITB section [2.4.8].

2.5.7 Cancellation of Bidding Process

1. NICL may cancel the bidding process at any time prior to the acceptance of a bid or proposal; as per PPRA Rules.
2. NICL shall incur no liability towards the bidders, solely by virtue of its invoking sub rule of (2.5.7) PPRA Rule.
3. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; [PPRA Rule].
4. NICL shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds PPRA Rule.

2.5.8 Mechanism for Redressal of Grievances

NICL has a committee for complaint redressal to address the complaints of bidder that may occur during the procurement proceedings, PPRA Rule.

Any bidder being aggrieved by any act or decision of the NICL during procurement proceedings may lodge a return complaint after the decision causing the grievance has been announced PPRA Rule.

The complaint redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied; [PPRA Rule]

1. Prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations; [PPRA Rule]
2. Annul in whole or in part, any unauthorized act or decision of the procurement committee [PPRA Rule] and
3. Reverse any decision of the procurement committee or substitute its own decision for such a decision;
 - a) Provided that the complaint redressal committee shall not make any decision to award the contract. [PPRA Rule]
 - b) NICL shall announce its decision as to the grievance within Seven (7) days. The decision shall be intimated to the bidder and the authority within Three (3) working days by NICL. [PPRA Rule]
 - c) NICL shall award the contract only after the decision of the complaint redressal committee [PPRA Rule]

Mere fact of lodging of complaint by a bidder shall not warrant suspension of the procurement proceedings. [PPRA Rule]

2.5.9 Review Panel

The authority shall maintain the list of review panelists for the purpose of reviewing a bidder's complaint. The panelist shall be appointed on such terms and conditions as the authority may from time to time notify with the approval of the [PPRA Rule]

The list of specialists shall be formed from a number [PPRA Rule]

1. Persons who have been legal professionals; [PPRA Rule]
2. Persons who have been senior officers in the service of the Government with experience in the procurement area, [PPRA Rule] and
3. Persons from a list of specialists with experience in the relevant field. [PPRA Rule]

The specialists shall be grouped into a number of Review Panels, each with a nominated Chair person, both as approved by the CEO. Each panel shall have a minimum of three members, one from each of the groups listed in sub rule (2) above and up to 2 co-opted members on case-by-case basis depending upon the nature of the complaint. [PPRA Rule]

The specialists shall be paid their consultancy fee for their services as determined by the company from time to time with approval of CEO.

2.5.10 Matters not Subject to Appeal or Review

The following actions of the NICL shall not be subject to the appeal or review: [PPRA Rule]

- Selection method adopted by the NICL; [PPRA Rule]
- Decision by the NICL under ITB section [2.5.7]. [PPRA Rule]

2.5 Opening and Evaluation of Bids

2.6.1 Opening of Bids by NICL

The opening of bids shall be as per the procedure set down in Section 2.4.1 dealing with Bidding Process.

2.6.2 Clarification of Bids

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids unless, NICL may, at its discretion, ask a Bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no change in the prices or substance of bid shall be sought, offered or permitted. [PPRA Rule]

2.6.3 Preliminary Examination

NICL will examine the bids to determine whether the bids are complete and the documents have been properly signed and whether the bids are generally in order.

NICL may waive any minor informality; nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder and further provided that such waiver will be at the complete and sole discretion of NICL.

If a bid is not substantially responsive, it will be rejected by NICL and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

2.6.4 Supplier Evaluation Criteria

All bids shall be evaluated in accordance with the evaluation criteria. [PPRA Rule] NICL will evaluate the bids, which have been determined to be substantially responsive and reject any proposal which does not conform to the specified requirements.

2.6.5 Scoring Criteria

NICL shall evaluate Technical Proposals using the following scoring criteria.

Sr. #	Descriptions	Total Points	Points Obtained	Note: Attachment of relevant evidence in each case is mandatory. In case of non-compliance, no marks will be awarded
1	Valid License from SECP & at least 1 Year Experience in the field of Third Party Administration of Health Management in Pakistan	5		Yes
		0		No
2	Total TPA Portfolio	5		100 Million & above
		3		50 & above
		2		Below 50 Million
3	Total Number of Corporate Clients	5		15 & above
		3		10 & above
		0		Below 10
4	Network hospitals all over Pakistan	5		400 & above
		3		300 & above
		2		Below 300
5	Network of Clinics, Pharmacies & Labs for Credit OPD services all over Pakistan	5		200 & above
		3		100 & above
		2		Below 50
6	Number of Doctors	5		5 & above
		3		3 & above
		2		Below 3
7	Software integration with NICL Financial Module	10		Available
		5		Partial available
		0		Not available
8	Portal for Claims & fluctuation management/requests	5		Available
		3		Partially available
		0		Not available
9	Mobile application for members to access digital health card, claim tracking, history management and remaining available limits	10		Available
		3		Partially available
		0		Not available
10	Online Consultation, Labs (Home sample collection) & Medicine delivery facilities	10		Available
		3		Partially available
		0		Not available
11	24/7 Hotline & Call Centre Facility	10		Available
		5		Partially available
		0		Not available
12	Technical Presentation	25		As per requirements
		0		Below the requirements
Total Marks		100		Qualified / Disqualified

Note: Acquiring 80% marks of the total score will make the Bidder qualify for participating in the ultimate phase of the Financial Bid opening.

Mandatory to Enclose

Evidences of all the above description are mandatory. If any of the mentioned documents is missing as per above scoring criteria at the time of bid opening, no marks shall be given for that description and such document will not be accepted by the procurement committee.

Following mandatory document must be attached (if any of the following is not provided, the bidder shall be disqualified)

- a) Profile of the company
- b) Complete details of registered office
- c) Details of authorized person(s)
- d) Bio-Data of key Personnel(s)
- e) Valid TPA License
- f) Affidavit from authorized person of the company that the company has never been black listed by any government procuring agency (authority letter to be attached as well)
- g) NTN & SRB Registration Certificate

2. Affidavit from CEO of the company stated that the firm has never been blacklisted.

Note

- Acquiring of 80% marks of the total score will make the Bidder qualify for participating into ultimate phase of Financial Bid opening.

2.6.6 Discussions Prior to Evaluation

If required, prior to evaluation of the Technical Proposal and Financial Proposal, NICL may, within 2 working days of receipt of the Technical and Financial Proposals, call upon any of the Bidders to discuss or to ask for clarification about anything contained in the Technical Proposal submitted by that Bidder.

2.6 Award of Contract

2.7.1 Award Criteria

Subject to ITB (2.7.2) NICL will award the contract to the successful Bidder, whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

2.7.2 NICL's Right to Accept Any Bid and to reject any or all Bids

NICL annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidder(s).

2.7.3 Notification of Award

Prior to the expiration of the period of bid validity, NICL will notify the successful Bidder in writing by letter or by facsimile, to be confirmed in writing by letter, that his/her bid has been accepted.

The notification of award will constitute the formation of the Contract.

Upon the successful Bidder's furnishing of the Performance Security pursuant to Section [2.7.5], NICL will promptly notify each unsuccessful Bidder and will discharge his/her bid security, pursuant to ITB SECTION (2.4.7).

2.7.4 Signing of Contract

Within 5 Days from the date of notification of the award the successful bidder shall furnish to NICL particulars of the person who would sign the contract on behalf of the successful bidder along with an original power of attorney executed in favor of such person.

The Contract shall be signed by the parties at Head Office NICL, Karachi, within 15 Days of award of contract.

2.7.5 Performance Security

Within 15 Days of receipt of the notification of award from NICL, the successful Bidder shall furnish to NICL the performance security of 5% of contract price which shall be valid for at least 90 Days beyond the date of completion of contract to cover defects liability period or maintenance period. The Performance security shall be in the form of a pay order or demand draft or NICL guarantee issued by a reputable commercial bank, acceptable to NICL, located in Pakistan. [PPRA Rule].

Failure of the successful Bidder to comply with the requirement of ITB shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event NICL may make the award to the next lowest evaluated Bidder or call for new bids.

The Performance Security forms at Annexure "C" shall not be completed by the bidders at the time of their bid submission. Only the successful Bidder will be required to provide Performance Security.

The Performance Security will be discharged by NICL and returned to the bidder not later than thirty (30) days following the date of successful completion of the contractor/firm's performance obligation under the Contract.

2.7.6 General Conditions of Contract

For detailed General Condition of Contract refer to Section [5.1] of this TD.

2.7.7 Special Conditions of Contract

For detailed Special Condition of Contract refer to Section [5.2] of this TD.

2.7.8 Integrity Pact

The successful bidder shall upon the award of the contract execute an Integrity Pact with NICL. *[Specimen is attached in Annexure "D"]* [PPRA Rule]

3. SCOPE OF WORK HEALTH MANAGEMENT SERVICES

National Insurance Company Limited requires providing Third Party Administration Services for Health management to its entoleted employees both serving & retired and their dependents from the legally authenticated medical units throughout Pakistan.

Scope of Work – Health Third Party Administrator

Duties of TPA

TPA shall perform the following third party administrator services (the "Services") in accordance with the Service Levels (SLA).

1. TPA shall perform the following services for the CLIENT:

1.1 Documents Scanning

TPA will scan all the claims received from the CLIENT and upload them into system. These documents will be available to the CLIENT for retrieval.

1.2 Policy Administration Services

a- Assistance for issuance of Standard Policy and Endorsement documents

TPA shall assist in the maintenance of an up to date database containing details of the company and covered persons on the basis of the data provided by the company and other information submitted electronically via Data Sharing Form by company. Ownership of such a-data fully rests with company.

b- Call Center Services for Policy Administration

TPA shall provide call center service to the entitled member of company for:

- Employee status and individual coverage.
- Basic policy coverage and exclusions.
- Status of utilization.
- Pre-Authorized approval.

1.3 Utilization Management

a- Preauthorization and Benefit Approval Review

- Prior to pre-authorization of all inpatient services and specific outpatient services and supplies. TPA will review the request for pre-authorization to determine whether requested benefits are payable based on the application Policy provision and eligibility.
- TPA shall respond to pre-authorization request. Pre-authorization request will be received from network hospital. The timeline for the aforementioned written feedback will be extended after working hours/public holidays to 24 hours.
- All special facilitation outside the scope of the policy coverage will be entertained after receiving written request from the authorized personnel of CLIENT.

Medical Management Review

- In order to determine whether or not a requested medical treatment is covered under the Health Insurance Policy, TPA may use the guidelines and parameters.
- Based on this medical management review, in addition to benefit approval review, TPA may authorize or deny the Coverage benefits. A denial of authorization in no way means denial of treatment.

b- Claims Processing

Reimbursement Claims:

- Claims documents for covered benefits must be submitted by each covered person on the Personalized Claim Forms. TPA will determine whether benefit is payable under the Plan provisions and eligibility.
- In applying the Plan's provisions, TPA will use claim procedures and standards that are developed for benefit of claim determination. CLIENT will delegate to TPA the discretion to determine whether a benefit is payable or not in accordance with the policy terms, conditions and exclusions.
- TPA will follow the Turn Around Time (TAT).
- TPA will follow the checklist for all reimbursement and Panel Claims.

Network Claims:

- Claim payments for health care services rendered by Network Providers will be equal to the amounts the Network Providers agreed to accept in the contractual arrangements with CLIENT, governing their participation in the Provider Network.
- TPA will evaluate the said claims on the basis of documents provided and has the right to reject a claim in case of mismanagement of preauthorization and other discrepancies found in the treatment provided in view of the policy restrictions.
- TPA will follow the Turn Around Time (TAT).

c- Claims Payment

- TPA will maintain fund of Rs. 10 Million in company ledger at all time for payment of approved inpatient and reimbursement medical claims.
- TPA will maintain such record for reconciliation and checking of record by the authorized representative of company.
- TPA shall provide reconciliation figure with details of the balance at every relinquish of the fund.
- TPA will make payment of all hospitalized claims to Network Hospitals after approval from client as per agreed schedule.
- TPA will forward paid claims along with complete documentation to the company within five days of the payment and quarterly balance reconciliation will be shared by TPA at the end of each quarter with five days of close of each quarter.
- The authorization is given only for the necessary treatment, cost of the ailment covered and mentioned in the request for hospitalization. Non covered items like Telephone usage, relative food, hospital registration fees etc. must be collected directly from the covered. Any Investigation carried out at the request of the patient but not forming the necessary part of the treatment also must be collected from the patient. Any treatment charges that are not pre-authorized by the company / TPA client(s) under the covered policy shall not be billed to the company. The hospital will be responsible to collect it from the patient.
- Once the authorization is issued, and the treatment started, the company/ TPA client(s) will not revoke or cancel the guarantee of payment.
- The Company/TPA client(s) shall make deductions as they deem appropriate, subject to the following:
 - a- PROVIDER transfers or refers any patient of Company/TPA client(s) to any other hospital/clinic etc. for any reason whatsoever without obtaining prior written approval.

- b- PROVIDER over-charges in the invoice(S) of Company/TPA client(s) claims, against mutually agreed prices.
- c- Claims or summary statement are incomplete or without any supporting documents like patient Health card/ CNIC / CNIC copy / invoices / laboratory / X-RAY investigation reports, medical reports of if the claims / invoices / reports show altered overwritten tampered figures / notes etc.
- d- Any services such as CT scan, MRI, bronchoscope or endoscopy during admission are performed without preauthorization from TPA. However, in emergency these procedures can be carried out without preauthorization.
- e- Claim forms are not signed by treating doctor with his/ her stamp on it.
- f- Claim is not acknowledged by patient, is not signed by him or his guardian.
- g- The NICL company/ TPA client(s) undertakes to review and consider the rejected / disrupted / returned claims within (30) thirty day, after receiving the same from the PROVIDER and if the said claims are again found to be non-payable, the same will be finally sent back to the Hospital by TPA with a covering letter detailing reasons.

Client Servicing:

- h- Call centre service (09am to 05pm) for claim queries.
- i- Hotline service 24/7 hrs to facilitate patient for panel hospital.

5. Contract

5.1 Conditions of Contract

5.1.1 Definitions

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

“Applicable Law” means the PPRA Rules

“Procuring Agency” or “PA” means NICL Contractor.

“Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is General Conditions (GC), and the Special Conditions (SC).

“Contract Price” means the price to be paid for the performance of the Services. “Effective Date” means the date on which this Contract comes into force.

“GC” mean these General Conditions of

Contract. “Government” means the

Government of Pakistan. “Currency”

means Pak Rupees.

“Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.

“Party” means the PA or the Contractor, as the case may be, and “Parties” means both of them.

“Personnel” means persons hired by the Contractor or by any Sub- Contractors and assigned to the performance of the Services or any part thereof.

“SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

“Services” means the services to be performed by the Contractor pursuant to this Contract, as described in the scope of services.

“In writing” means communicated in written form with proof of receipt.

5.1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the Islamic Republic of Pakistan.

5.1.3 Notice

- Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- A Party may change its address for notice here under by giving the other Party notice in writing of such change to the address specified in the SC.

5.1.4 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the NICL or the service provider may be taken or executed by the officials.

5.1.5 Taxes and Duties

The Supplier, Sub-Suppliers, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

5.1.6 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

5.1.7 Expiration of Contract

Unless terminated earlier pursuant to Clause GC5.1.17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC. The contract may be extended for a period of three years more on the same rates / terms & condition on mutual understanding.

5.1.8 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

5.1.9 Force Majeure

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

5.1.9.1 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

5.1.9.2 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

5.1.10 Termination

5.1.10.1 Termination by NICL

The NICL may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 5.1.10.1. In such an occurrence the NICL shall give a not less than thirty (30) days' written notice of termination to the Supplier, and sixty (60) days' in the case of the event referred to in (e).

If the Supplier does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the NICL may have subsequently approved in writing;

- a. If the Supplier becomes insolvent or bankrupt;
- b. If the Supplier, in the judgment of the NICL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- c. If, as the result of Force Majeure, the Supplier(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days; and
- d. If the NICL, in its sole discretion and for any reason whatsoever, decide to terminate the Contract.

5.1.10.2 Termination by the Supplier

The Suppliers may terminate this Contract, by not less than thirty (30) days' written notice to the NICL, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC5.1.10.2

- a. If the NICL fails to pay any money due to the Supplier pursuant to this Contract without Suppliers fault.
- b. If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

5.1.10.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC5.1.10.1 or GC5.1.10.2, the NICL shall make the following payments to the Supplier:

- a. Payment for Services satisfactorily performed prior to the effective date of termination;
- b. except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 5.1.10.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

5.1.11 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

5.1.12 Settlement of Disputes

5.1.12.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

5.1.12.2 Arbitration

If the NICL and the Supplier fail to amicably settle any dispute arising out of or in connection with the Contract within ten

(10) Days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be City, Pakistan and proceedings of arbitration shall be conducted in English.

5.1.13 Data Ownership

The data in the implemented Computer System shall at all times remain the exclusive property of NICL. The supplier is hereby required to transfer all necessary password, access code and other information required for full access to the data to NICL upon successful commissioning of the computer system and should not be available to any other party including the employees of the supplier.

5.1.14 Obligations of the Supplier

The Supplier shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the NICL, and shall at all times support and safeguard the NICL legitimate interests in any dealings with Sub-Suppliers or third Parties.

5.1.14.1 Conflict of Interest

The Supplier shall hold the NICL's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

5.1.14.2 Confidentiality

Except with the prior written consent of the NICL, the Supplier and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

5.2 Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

5.2.1 Performance Security

The amount of performance security shall be five (5 %) percent of the Contract Price

5.2.2 Payment

The payment to be made to the Supplier under this Contract shall be made in accordance with the payment schedule as shall be agreed between NICL and the Supplier.

- a. All advance payment will be made against valid guarantee(s).
- b. NICL will effect payment within 15 days on satisfactory delivery of services, upon submitting the invoice under above conditions.

5.2.3 Price

Schedule of prices shall be as fixed in the Contract.

BID FORM

Dated: __/__/2023

To,

NATIONAL INSURANCE COMPANY LIMITED
Head Office
3rd Floor NICL Building,
Karachi

Dear Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer, in conformity with the said bidding documents for the sum of

Rs. _____ [total bid amount in words and figures].

We undertake, if our Bid is accepted, to provide TPA Services for Healthcare Services, that will be in accordance with the terms defined in the proposal and /or contract.

Our firm, including any sub-contractors or suppliers for any part of the Contract, have nationalities from the following eligible countries:-

- a. Country _____
- b. Country _____

If our Bid is accepted, we will obtain the NICL Guarantee in a sum equivalent to two percent (10%) of the Contract Price for the due performance of the Contract, in the form prescribed by NICL. (Do mention, if this document have already been provided).

We agree to abide by this Bid for a period of ninety (90) days from the date fixed for Bid Opening 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 your 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 & Address of Agent	Amount Rs. _____
_____	_____
_____	_____

[Signature]

[In the Capacity of]

Duly authorized to sign Bid for and on behalf of _____

Annexure “B”

BID SECURITY FORM

Whereas _____ [name of the Bidder] has submitted its bid dated _____ [date of submission] for providing Employees Healthcare Management Services.

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 NICL (hereinafter called “the Purchaser”) in the sum of for which payment well and truly to be made to the said Purchaser, the NICL binds itself, its successors, and assigns by presents. Sealed with the Common Seal of the said NICL this _____ day of _____ 2023.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraw 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 NICL during the period of bid validity:
 - a. fails or refuses to execute the Contract, 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 Purchaser up to the above amount upon receipt of its written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser 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 shall reach the NICL not later than the above date.

[Signature and Seal of the Bank]

PERFORMANCE SECURITY FORM

To,

NATIONAL INSURANCE COMPANY LIMITED.
3rd Floor , NICL Building, Abbasi Shaheed Road,
Karachi-74400

WHEREAS _____ [name of Firm] (here in after called
“(Contractor”) has undertaken, in pursuance of Contract/ Agreement dated _____ 2023
and Bid Form dated _____ to _____ [Names of the firm] (hereinafter called “the Contract”).

AND WHEREAS we have agreed to give the Supplier / Contractor guarantee as required pursuant to the bidding document and the contract:

THEREFOREWE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier/Contractor, 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 Supplier/Contractor 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 _____ 2023.

Signature and Seal of the Guarantors

Name of Bank

Address

Date

Integrity Pact

Declaration of Fees, Commissions and Brokerage etc Payable by the Suppliers of Services Pursuant To PPRA Rules [the Supplier] 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 its relative subdivision 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,
Supplier]

[the

Represents and warrants that it has fully declared the brokerage, commission, fees etc. Paid or payable to Any one 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 GoS, except that which has been expressly declared pursuant hereto.

_____ [The Supplier] 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.

_____ [The Supplier] 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Not with standing any rights and remedies exercised by GoP in this regard, _____ [the Supplier] 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 kick back given by _____ [the Supplier] 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 GoS.

For and on behalf of

Signature: _____

Name: _____

NICNo: _____

Annexure “E”

Form of Contract

This Mutual Non-Disclosure Agreement (“Agreement”) is made and entered into between M/s. National Insurance Company Limited, and M/s. Crescent Care Private Limited, individually referred to as a ‘Party’ and collectively referred to as the ‘Parties’. The Parties wish to exchange Confidential Information (as defined below in Section 2) for the following purpose(s): a) to evaluate whether to enter into a contemplated business transaction; and b) if the Parties enter into an agreement related to such business transaction, to fulfill each Party’s confidentiality obligations to the extent the terms set forth below are incorporated therein (the “Purpose”).

The Parties have entered into this Agreement to protect the confidentiality of information in accordance with the following terms:

1. The Effective Date of this Agreement is _____ 2023.
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary (“Confidential Information”) to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:
 - Trade secrets;
 - Financial information, including pricing;
 - Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
 - Business information, including operations, planning, marketing interests, and products;
 - The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
 - Information acquired during any facilities tours.
3. The Party receiving Confidential Information (a “Recipient”) will only have a duty to protect Confidential Information disclosed to it by the other Party (“Discloser”):
 - If it is clearly and conspicuously marked as “confidential” or with a similar designation;
 - If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or
 - If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation issued.
4. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent:
 - Any use of Confidential Information in violation of this agreement; and/or
 - Communication of Confidential Information to any unauthorized third parties. Confidential Information may only be disseminated to employees, directors, agents or third party contractors of Recipient with a need to know and who have first signed an agreement with either of the Parties containing confidentiality provisions substantially similar to those set forth herein.
5. Each Party agrees that it shall not do the following, except with the advanced review and written approval of the other Party:

- Issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the Parties) or mentioning or implying the name of the other Party; or
 - Make copies of documents containing Confidential Information.
6. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that:
- Was known to the Recipient before receipt from the Discloser;
 - Is or becomes publicly available through no fault of the Recipient;
 - Is independently developed by the Recipient without a breach of this Agreement;
 - Is disclosed by the Recipient with the Discloser's prior written approval; or
 - Is required to be disclosed by operation of law, court order or other governmental demand ("Process"); provided that
 - (i) the Recipient shall immediately notify the Discloser of such Process; and (ii) the Recipient shall not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.
7. EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "ASIS".
8. Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires after 5 years from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed. Regardless of whether the Confidential Information is returned or destroyed, the Recipient may retain an archival copy of the Discloser's Confidential Information in the possession of outside counsel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute.
9. This Agreement imposes no obligation on a Party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license and transfer or otherwise make use of any technology, services or products.
10. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.
11. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of the other party.
12. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.

13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

National Insurance Company Limited

3rd Floor NICL Building,

Abbasi Shaheed Road, Karachi.

Company Name

Registered Address_____

Name:_____

Name:_____

Signature:_____

Signature:_____

Title:_____

Title:_____

Date:_____

Date:_____

Stamp

Stamp

