



Hiring of Group Health and Life Insurance Services

Ref No. EXIM/PROC/HR-01/2023

EXIM Bank of Pakistan Limited has been established by the Government of Pakistan with an objective to promote, expand and provide diversification of the Export base at Pakistan and to encourage businesses by providing financial instruments/facilities to work on Import substitution products etc. invites sealed bids from minimum "AA+" rated (PACRA/JCR-VIS) with "Stable" outlook insurance companies having valid registration with tax and other relevant authorities, including SECP, for provision of Group Health and Life Insurance services.

2. The Insurance Companies submitting their bids must be appearing on Active Taxpayers List issued by Federal Board of Revenue, Government of Pakistan at the time of submission of bids.

3. Bidding documents, containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bids, evaluation criteria, clarification / rejection of bids, performance guarantee etc. can be obtained by the interested bidders by sending a request to EXIM, during working days and hours, on procurement@eximbank.gov.pk. Prospective bidders may request clarification on any aspect of the bidding documents till **16th Jan, 2023**.

4. Bids, prepared in accordance with the instructions provided in the bidding documents, must be reached at the following address on or before 24th Jan, 2023 at 1500 Hrs. Bids will be opened on the same day at 1530 Hrs. In case the day of bid submission and technical bid opening falls on a public holiday, the next working day shall be considered as the deadline for the same. This notice is also available on PPRA & EXIM Bank websites at www.ppra.org.pk and www.eximbank.gov.pk

ADMINISTRATION AND PROCUREMENT DEPARTMENT EXIM BANK OF PAKISTAN LIMITED OFFICE NO. 510-512, 5TH FLOOR, EVACUEE TRUST COMPLEX, AGHA KHAN ROAD, F-5/1, ISLAMABAD. Phone: 051-9170184



Bidding Documents

HIRING OF GROUP HEALTH AND LIFE INSURANCE SERVICES



Ref No. EXIM/PROC/HR-01/2023

Bid Submission: 24th Jan, 2023 by 1500 Hrs.

Bid Opening: 24th Jan, 2023 by 1530 Hrs.



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INSTRUCTIONS TO BIDDERS

The objective of "Instructions to Bidders" is to provide bidders information to submit their bids in response to this bidding document, according to the requirements defined in this bidding document and in the same order/sequence as set forth in this bidding document. Bidders are required to follow the below requirements for their bids:

- Bidders who receive the bidding documents shall send an acknowledgement to EXIM by email at "<u>procurement@eximbank.gov.pk</u>". The acknowledgement shall have full contact details of its contact person. Any communication/response to the clarifications shall be shared with such provided contact person(s). EXIM assumes no liability for nonreceipt of communication/clarifications for such bidders who do not share the required contact details.
- 2) EXIM will respond by electronic mail to any request for clarifications. A consolidated matrix of all queries along with respective responses will be sent to all prospective bidders without disclosing the details of the bidders. An SMS/text message or phone call will not be regarded as a communication for the purpose of this bidding document and cannot be referred as such and shall not be deemed legally binding. EXIM foresees that while clarifying a query, a bidder's identity may need to be disclosed due to the nature of the query, the bidder, in such case, will have no objection to such disclosure by EXIM.
- 3) EXIM may hold a prospective bidders' clarifications/pre-bid meeting at EXIM Office in Islamabad or any other place in Pakistan, as may be decided by EXIM, to which prospective bidders will be invited. Prospective bidders may attend the meeting at their own cost.
- 4) Scope of services for subject tender is provided at Annexure-I.
- 5) For this Tender, Single Stage One Envelope Procedure as per Public Procurement Rules 2004 shall be followed. Bidders are required to submit their bids in a single package. The bids shall be properly sealed, packed and marked so that the contents are concealed and not visible. The envelope shall be clearly marked as "Bid for Hiring of Group Health Insurance (Ref No. EXIM/PROC/HR-01/2023)" in bold and legible letters. The envelope shall be labelled with the name, address and contact number of the bidder.
- 6) The bidders will submit their bids in <u>one (01) original along with one soft copy on USB</u> drive, in PDF as well as native MS Word/Excel formats. All the pages of the bid must be sequentially numbered. Form of Bid and Price Schedule must be stamped & signed by the representative authorized as per clause 6 of the Form of Bid (**Annexure-III**). All other pages of the bid must be stamped and initialed by the representative authorized as per clause 6 of the Form of Bid.
- 7) Bidders shall submit a Bid Securing Declaration as per format provided at **Annex-VI-A**. No bid shall be entertained without the Bid Securing Declaration.
- 8) The bid validity period will be **Ninety (90) days**, starting from the date of opening of the bids. Within the original validity of the bids, EXIM may request the bidders to extend their bid validity for another period not exceeding the original bid validity.



- 9) In case of extension of bid validity, the bidders shall also extend validity of their bid bonds for corresponding period of time.
- 10) The language of the bids shall be English. Any printed literature/documents/certificates etc. furnished by the bidders in another language shall be accompanied by an English translation which shall govern for purposes of interpretation.
- 11) EXIM reserves the right to amend, modify, supplement or withdraw this bidding document or extend the deadline for submission of the bids at any time and to reject all received bids and annul this process without assigning any reason/cause and without assuming any liability or obligation on its part. All amendment(s) shall be part of the bidding documents and binding on the bidders. EXIM shall notify the amendment(s) in writing prior to the bid submission date.
- 12) Bidders shall submit all relevant documents, in their bids, required to evaluate/assess the bidders as per the criteria mentioned at **Annexure-IV**. Bidders shall be evaluated on basis of the documents provided in the bids. Provision of relevant and clear/unambiguous documents shall be responsibility of the bidders. The lowest evaluated bidder, as per the evaluation criteria, shall be declared the successful bidder as per Public Procurement Rules 2004.
- 13) The successful bidder shall be responsible for complying with all the local laws of Pakistan and fulfilling all requirements thereof.
- 14) The successful bidder will be required to furnish a performance guarantee/bond, amounting to 10% of total bid value in form of a Bank Guarantee issued by a scheduled bank in Pakistan as per format provided at **Annexure-VI-B**, within fifteen working days from the receipt of notice of successful bidder or the time as may be extended by EXIM. If the successful bidder fails to deposit performance bond within the time stated above, EXIM retains the right to cancel the notice for award of tender and the bid bond shall be forfeited.
- 15) The performance bond shall be returned to Successful Bidder upon successful completion of the contract period.
- 16) The bids will be rejected if any shortcoming occurs in the following:
 - a. Signed "Form of Bid", as per format given in **Annexure-III**, with official stamp affixed on it is not provided;
 - b. Form of Bid is not submitted in original, on bidder's letterhead and with signatures, as required, and official stamp. Copy (whether scanned color copy or photocopy) would not be acceptable;
 - c. Bid bond, as per required form and format, is not provided;
 - d. Bids submitted without FBR registration certificates and bidder not appearing on Active Taxpayer List (ATL) of FBR;
 - e. Bid is un-sealed, un-signed, partial, conditional, alternative, late;
 - f. Bidder(s) has been found blacklisted or having actual or potential conflict of interest either with EXIM or the subject assignment;



- g. Each bidder shall submit only one bid, multiple bid submissions, either jointly or severally, shall render the bidder disqualified; and
- h. Bidder(s) engages in corrupt or fraudulent practices during the process.
- 17) The bids shall be opened at the specified time and place in presence of the authorized representatives of the bidders who choose to attend.
- 18) The bids will be evaluated as per the evaluation criteria provided at Annexure-IV.
- 19) Bidders are required to submit their financial proposals as per format provided at **Annexure-V.** Quoted premium rates must be inclusive of all kinds of taxes, duties, charges/levies applicable in Pakistan.
- 20) The bidders shall bear all costs/expenses associated with the preparation and submission of the bids and EXIM shall in no case be responsible/liable for those costs/expenses.
- 21) Any bid received by EXIM after the deadline for submission of bids shall be returned unopened to such bidder. Delays in the mail/courier, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of its bid will be accomplished either in person, by messenger or by mail / courier.
- 22) During the examination and evaluation of the bids, EXIM at its sole discretion may ask any bidder for clarifications of its bid. The request for clarification and the response shall be in writing/email. However, no change in substance of the bid shall be sought, offered or permitted after bid submission.
- 23) Bids submitted via email or fax shall not be entertained.
- 24) The successful bidder will sign a contract with EXIM as per draft attached as Annexure-II. All costs associated with entering into the said contract shall be borne by the successful bidder.
- 25) EXIM does not accept:
 - a) any responsibility arising in any way for any errors in or omissions from any information or for any lack of accuracy, completeness, currency or reliability of any data or information, including all written or oral information made available to the bidders or its advisers during the bidding process and responses to requests for information/clarifications and questions raised by a bidder; or
 - b) any liability for any loss or damage suffered or incurred by the bidders or any other person, whether directly or indirectly, as a result of or arising out of that person placing any reliance on the information or its accuracy, completeness, currency or reliability.
- 26) The bidders agree that:
 - a) they will conduct their own investigations and analysis regarding any information, statements or representations contained in this bidding documents and will rely on their own enquiries and seek appropriate professional advice;



- b) they do not rely on any representation or warranty (expressed or implied) as to the accuracy, completeness, currency or reliability of the information.
- 27) The decision of EXIM shall be final and EXIM will not be liable for any loss or damage to any party acting in reliance thereon.
- 28) EXIM reserves the right to blacklist any bidder and to forfeit their bid bond who breaches any terms and conditions of this bidding document.
- 29) The prospective bidder may request clarification on any aspect of this bidding document till **16th Jan, 2023**. Any request for clarification must be sent in writing to procurement@eximbank.gov.pk.



ANNEXURE-I: SCOPE OF SERVICES

1. <u>Group Health Insurance:</u>

Limits (PKR, per Annum):

DESCRIPTION	Plan A	Plan B	Plan C	Plan D	Plan E
Hospitalization Limit (Per Family Member)	1,000,000	800,000	600,000	500,000	500,000
Room Rent (per day)	Executive Room	Private Room	Private Room	Private Room	Semi- private
Maternity: (Normal delivery/D&C/D&E)	As per Shifa International Hospital Islamabad				
Maternity: C – Section	As per Shifa International Hospital Islamabad				

Coverage:

01	HOSPI	TALIZATION CARE.
	Require	d all medical expenses including:
	i.	Daily room and boarding charges,
	ii.	ICU charges,
	iii.	Operation theatre charges,
	iv.	Physician's/Surgeon charges. Visiting Surgeon charges.
	v.	Surgical Operation charges including pre-operative investigations & preparation, Anaesthetist fee, consultant's fee, medicines and drugs, diagnostic tests, blood and oxygen supplies, screw/rod & supplies required during surgery. Removal of screw/rod including necessary expense.
	•	Miscellaneous charges: drugs, dressings and medicines prescribed by the attending physician, (2) intravenous injections and solutions (3) laboratory examinations and other diagnostic procedures (4) administration of blood plasma, including the cost of blood and blood plasma and any fluids administered during surgery (5) general nursing services and (6) local road ambulance charges, etc.
	•	Pre & Post Hospitalization expenses: The expenses incurred before and after hospital admission will also cover 45 days each for same disease irrespective of check-ups from different Doctor's/hospitals including diagnostic tests, consultation, physiotherapy & medicines etc.
	i.	Multiple surgeries/procedures during one hospitalization will be allowed multiple limits.
	ii.	All pre-existing cases; coverage for all insured members without any additional charges.
	iii.	Coverage for new-born babies from birth.

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	iv.	Congenital/birth defects coverage for all insured members including new-	
		born babies.	
	v.	Hepatitis "B" & "C"; coverage for all insured members.	
	vi.	Medical Emergencies; coverage for all insured members.	
	vii.	Coverage of autoimmune diseases if hospitalization required.	
	viii.	Injury or treatment resulting from war, riots, invasion, act of foreign	
		enemies, hostilities or war like operations (whether war be declared or not),	
		civil war, mutiny, civil commotion assuming the proportions of or	
		amounting to a popular uprising, military up-rising, insurrection, rebellion,	
		terrorist attacks, military or usurped power or any act of any person acting	
		on or on behalf of or in connection with any organization actively directed	
		towards the over-throw or to the influencing of any government or ruling	
		body by force, terrorism or violence.	
02	SPECIA	LIZED INVESTIGATIONS:	
	•	Thallium Scan	
	•	Blood tests related to diagnosis to Thalassemia investigation including	
		Amniocentesis, Chorionic villus sampling, Complete Blood Count,	
		Genetic testing, Hemoglobin test.	
	•	Angiographies (includes coronary angiography) and ALL other TYPES of	
		CT Cardiogram etc	
	•	Endoscopy, Colonoscopy and All TYPE OF SCOPIES	
	•	MRI (magnetic resonance imaging) ALL TYPES	
	•	CT Scan (computerized axial tomography) ALL TYPES	
	•	ETT, & Echo/Halter	
	•	Ultrasound all types for any purposes	
	•	Mammography and other tests related to diagnosis to breast Cancer	
03	DAY CA	ARE CASES / SURGERIES (HOSPITALIZATION)	
	•	Emergency room treatment/short stay in emergency room	
	•	Cataract surgeries (Including IOL) as per recommendation of treating	
		surgeon including Pre-& Post surgery consultation, medicines etc.	
		charges. (IOL quality as per surgeon's recommendation)	
	•	Laser corrective procedure for errors of refraction (LASIK etc.)	
	•	All eye injections and infections.	
		CXL, YAG AND PRP LASER for eye conditions	
		Dialysis	
		Laboratory Tests as per prescription of doctor for diagnosis of any	
	-	disease.	
	-	Hematological, radiological and other diagnostic investigations.	
	-	Viral or Bacterial Diseases requiring more than Complete Blood Count	
	_	tests including all tests charges involved in it with consultant fee.	
	•	Treatment of fractures, lacerated wounds & Minor operations	
	•	Emergency Dental treatment due to accidental injuries.	



- Dental Root canal treatment, tooth extraction, filling and other types of surgeries/ treatment with Xray charges excluding cosmetic treatments & scaling
- Emergency room treatment for accident/non-accident cases e.g. minor ailments including high fever and other severe ailing conditions, first-aid & dressing etc.
- Excision of all type of biopsies e.g. breast and Thyroid and other cancers
- Dressings of all kinds
- Band ligations for piles.
- Foreign body removals from throat.
- RF ablation of ectopic foci in heart
- Dog bite/rabies treatment including injection

Other terms:

- 100% coverage, without any upper age limit, in the policy for hospitalization, major medical, dread diseases etc. for insured members.
- No requirement of prior approval from the insurance company in case of non-panel treatment/admissions which may be related to hospitalization, maternity, specialized investigation.
- No admission will be refused on Panel Hospital as recommended by surgeon/physician or any qualified doctor. This will be applicable in all cases including emergency admissions & electives.
- Newborn babies (healthy and non-healthy) will be considered covered by insurance company automatically from his/her date of birth and full separate insurance limit will be issued as given in policy. Insurance company will approve treatment required at any panel hospital after birth. Premium for newborn baby will be charged on prorate basis without any loading.
- Implant & related surgeries and treatment will be covered up to respective Hospitalization limit.
- Eye surgery Cataract surgeries (Including IOL) as per recommendation of treating surgeon/physician, including 45 days pre & post-surgery consultation, medicines, lab test etc. IOL cost will be approved as recommended by treating doctor/surgeon.
- Addition & Deletion of employee's and family members will be charged & refunded at prorate basis and per person basis (Per day calculation) applicable on IPD & Maternity separately. Refund premium is subject to no claim. In the case of only dependent deletion during policy year, premium will be refunded on pro rate subject to no claim.
- Addition & deletion dates will be communicated by EXIM and will be acceptable by the insurance company without any further documentary requirement.



- Disclosed/undisclosed all pre-existing conditions will be covered for all existing insured members and new entrants during policy year including newborn baby, from all benefits, i.e., Hospitalization limit, maternity limit. Insured member means Employee, spouse, children & parents.
- PMC/NCT etc. number of doctor(s) is not mandatory for reimbursement of any claim.
- Gynecologist and/or obstetrician will be eligible for C-Section.
- Congenital birth defects are covered for all insured & newborn babies.
- Specialized investigation shall be payable including required medication/injections etc.
- Premium for addition/deletion will be paid after closing of policy period.
- Visiting surgeon will be allowed at panel hospital for all applicable benefits, which will be reimbursed later.
- Following will also be covered under the policy:
 - a. Treatment of any refractive errors of the eyes including cost of procedures such as 'Radial Keratotomy' and 'Excimer Laser'.
 - b. Routine physical check-ups, rest cures, services including immunization and Treatment of mental illness, psychiatric disorders.
 - c. Supply or fitting of eyeglasses/prescription glasses, contact lenses, hearing aids, wheelchairs and medical appliances as advised by medical practitioner.
 - d. Treatment or surgical operation for congenital defects or deformities, including physical and mental defects present from birth.
 - e. Treatment of infertility, impotency, sterilization & contraception including any complication relating hereto.
 - f. Cost of limbs of any other organ (prostheses) or any kind of supporting equipment for revival or correction of the function of body.
- Unnecessary deductions are not allowed from reimbursement cases due to non-panel comparison.
- No additional premium/ loading will be allowed other than per person premium decided for the addition of any new family or family member during policy year including parents, spouse & newborn baby.
- Successive periods of Hospital Confinement, shall be considered to be one continuous period of Hospital Confinement without any condition attached to it

The Insurance Company shall undertake and agree to the following:

- i) It is bound to provide the service immediately after signing of the Contract.
- ii) All regular and contractual employees of EXIM will be entitled for all benefits.
- iii) 24 hours coverage should be provided.



- No additional form/ document except for the usual prescription, shall be required by the Insurance Company, from the Doctor/Consultant to fill and sign before and after the treatment.
- v) EXIM shall have the right to increase or decrease the number of insured persons depending upon new induction or deduction.
- vi) The insurance cover will automatically start after an individual becomes employee of EXIM and same is conveyed to the Insurance Company.
- vii) In case of new appointment(s) / or resignation from service or inadvertent missing of name of any of EXIM employee(s) in the list provided to the Insurance Company the same would be intimated at any stage, after award of the Contract to the Insurance Company, and the list would stand updated / corrected accordingly, without any change in the other Terms and Conditions. Further, appointment letter / promotion order of officers / officials will be the final documentary evidence with regards to grant of benefits of Group Health Insurance as mentioned herein.
- viii) In case of any claim the record maintained by EXIM shall be treated as final and conclusive and any typographical mistake in spellings of name and / or numbers shall not prejudice the cover provided by the Insurance Company. Furthermore, in case of missing date of birth or absence of record the employees shall be benefited with the assumption that they are eligible for insurance cover.
- ix) The insurance company shall have major hospitals and clinics on its panel in all major cities of Pakistan. Further, on request of EXIM it will be required to add any new hospitals/clinics on its panel.
- x) The record maintained and the declaration submitted regarding previous illness of employees, shall be treated final. The specifically drafted declaration of Employee shall be considered conclusive proof of any previous illness.
- xi) The insurance company shall have special procedure i.e. instant facilitation to handle emergency cases efficiently.
- xii) The insurance company shall have 24 / 7 operational helpline and Customer Care Department supported by preferably minimum of two qualified doctors.
- xiii) The insurance company shall have facility to manage client through personalized health cards.



- xiv) The insurance company will also be bound to maintain all panel hospitals on the panel during policy year as per the list provided in bidding. In case of exclusion of any panel hospital alternate hospital of same repute will be arranged.
- xv) For proof of claim, the bank attested photocopy of the prescription and/ or other documents can be accepted in specific circumstances when the originals are not available or are required for other medical purposes.
- xvi) The requirements mentioned hereinabove are unique as per needs of EXIM and the bidders/insurance companies are required to design/tailor their proposals as per the specific requirements. No fine print, exclusions, contradictions etc. shall be accepted and the same may liable a bidder/ insurance company for rejection.

Employee Details:

Category-wise data of EXIM Employees and their dependents will be shared with interested bidders upon a request email to <u>iqra.fatima@eximbank.gov.pk</u> clearly mentioning the tender Ref No.:



2. Group Life Insurance:

The Insurance Company shall undertake and agree to the following:

- i) Bound to provide the service immediately after signing of the Contract.
- ii) All regular and contractual employees of the Bank will be entitled for all benefits who are above the age of 18 years till attaining the age of 60.
- iii) In case of an accident the sum assured will be paid double within a period not exceeding forty-five (45) days from the date of claim.
- iv) Death due to any cause will be covered.
- v) Temporary, total and partial disabilities due to any reason as per Workmen's Compensation Act, 1923 shall be covered.
- vi) 100% of the sum assured should be paid in case of natural disabilities due to sickness.
- vii) 24 hours worldwide coverage should be provided.
- viii) The Bank shall have the right to increase or decrease the number of Staff depending upon new induction or deduction.
- The insurance cover will automatically start after an individual becomes an employee of The Bank and same is conveyed to the Insurance Company.
- x) In case of new appointment(s) / or resignation from service or inadvertent missing of name of any of the Bank employee(s) in the list provided to the Insurance Company the same would be intimated at any stage, after award of the Contract to the Insurance Company, and the list would stand updated / corrected accordingly, without any change in the other Terms and Conditions. Further, appointment letter / promotion order of officers / officials will be the final documentary evidence with regard to grant of benefits of Group Life Insurance as mentioned herein.
- xi) In case of any claim the record maintained by the Bank shall be treated as final and conclusive and any typographical mistake in spellings of name and / or numbers shall not prejudice the cover provided by the Insurance Company. Furthermore, in case of missing date of birth or absence of record the employees shall be benefited with the assumption that they are eligible for insurance cover.
- xii) Insurance Company shall provide the following coverage:
 - a. Life cover and death benefit
 - b. Accidental death benefit



- c. Accidental disability benefit
- d. Natural disability benefit
- e. Total temporary disability benefit
- f. Terminal illness benefit
- xiii) Period of payment of death claim should be within forty-five (45) days after receipt of the claim.
- xiv) If any employee dies while insured under the policy, the Insurance Company will pay the amount of group insurance / death benefit equal to the amount given below for which the employee is ensured under the policy:

Plan	Amount of Sum Insured
Plan A	15 Multiple of Basic Salaries
Plan B	15 Multiple of Basic Salaries
Plan C	20 Multiple of Basic Salaries
Plan D	25 Multiple of Basic Salaries
Plan E	30 Multiple of Basic Salaries

Employee Details:

Category-wise data of EXIM Employees and their dependents will be shared with interested bidders upon a request email to <u>iqra.fatima@eximbank.gov.pk</u> clearly mentioning the tender Ref No.:



ANNEXURE II: DRAFT CONTRACT

(The terms and conditions of bidding document shall become integral part of this contract. The terms and wording, headings mentioned below may be amended for the benefit of EXIM) [On Rs. 100/- Stamp Paper]

The Contract for provision of Group Health and Life Insurance services (hereinafter referred to as "this Contract") is made on this _____ day of _____,

By and Between

EXIM Bank of Pakistan Ltd (hereinafter referred to as "EXIM") having its registered office at _______ Islamabad, which expression wherever the context so permits shall mean

and include its successors-in-interest and permitted assignees) of the one part;

And

M/s [●] having its office at [●] (hereinafter referred as "**Insurance Company**") of the other part;

Both EXIM and Insurance Company may be collectively referred to hereinafter as "the Parties" and either of them individually as "Party".

WHEREAS EXIM intends to engage an Insurance Company to perform the Scope of Services as defined in Clause 3.

AND WHEREAS Insurance Company warrants and represents that it has necessary knowledge and relevant experience and capability to perform the Services in accordance with the terms of this Contract.

AND WHEREAS Insurance Company has qualified through a competitive bidding processes conducted by EXIM and has agreed to render the required Services in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements the Parties hereto, agree to the following terms and conditions:

1. Interpretation

In this Contract, unless the contrary intention appears:

- i) clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- ii) words in the singular number include the plural and vice versa; and
- iii) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.



2. Term of the Contract

- 2.1 The term of this Contract shall commence on or upon the signing date of the contract and shall continue for a period of one (01) year, unless earlier terminated in accordance with the provisions of this Contract.
- 2.2 The contract may be extended for another two (02) terms of one (01) year each on satisfactory performance of the Insurance Company and on the same terms and conditions (including premium charges).

3. Scope of Services

Insurance Company shall perform its services as per the detailed Scope provided in **Annexure-A** hereof.

4. Payment Terms

- 4.1 The premium rate for Group Health and Life Insurance services of EXIM staff shall be as detailed at Annexure-B attached hereto, which is inclusive of all applicable taxes, duties and levies. The premium rate shall remain unchanged for the term of the Contract. The Insurance Company shall not be entitled to request or demand an increase in the rates/service charges during the Term of the Contract.
- 4.2 The premium shall be paid in advance on annual basis.
- 4.3 EXIM shall make the payment by cross cheque in name of the Insurance Company within thirty (30) days after receipt and acceptance of original error free invoice(s) /credit note(s) from Insurance Company. Taxes shall be deducted at source as per applicable laws.
- 4.4 Any increase and/or decrease or imposition of new tax(es) during contract period shall be adjusted according to the law.
- 4.5 EXIM shall not be bound to make any further payments of premium in case of default of Insurance Company in releasing the claimed amount against EXIM claims after passing of the claim settlement time defined herein.
- 4.6 The payment shall be made to Insurance Company only when it is on the Active Taxpayers List (ATL) of FBR. If Insurance Company is not in ATL at the time of processing of invoice, no payment shall be made until Insurance Company appears in ATL of FBR.



4.7 The Insurance Company shall raise its invoice/credit note in the name of Manager Financial Operations, EXIM and submit the same to the Authorise Representative of EXIM as mentioned at Clause 14.4 for further processing.

5. Obligation of Insurance Company

- 5.1 Insurance Company undertakes and agrees that it shall perform the Services and carry out its obligations under this Contract with all due diligence, care, efficiency and economy and to the acceptable international standards. Insurance Company shall always act, in respect of any matter relating to Services, in accordance with the international standards and best practices. It shall at all times support and safeguard EXIM's legitimate interests in any dealings.
- 5.2 In case EXIM identifies any lack of compliance with the applicable laws or standards that could result in a legal claim against EXIM, and upon written request by EXIM, Insurance Company undertakes and agrees to provide adequate proof of positive compliance with the concerned part of the applicable laws or standards at the earliest.
- 5.3 Insurance Company undertakes and agrees with EXIM, its officers, employees, directors, consultants and advisors (the "EXIM Indemnified Persons") that it shall keep the EXIM Indemnified Persons, both during and after the term of this Contract, fully and effectively indemnified and harmless against all losses, claims, damages, liabilities or expenses (including reasonable legal fees), suffered by the EXIM Indemnified Persons arising out of or in connection with this Contract or the Services to be provided by Insurance Company, where such losses, claims, damages, liabilities or expenses is/are the result of bad faith, gross negligence or willful misconduct of Insurance Company, provided that Insurance Company shall not be liable for indirect or consequential losses or damages; provided further the aggregate liability of Insurance Company shall under no circumstances exceed the aggregate remuneration received by Insurance Company from EXIM in terms of this Contract.
- 5.4 Delay in performance of Services beyond the lead time or as per requirements specified herein may entail imposition of fine (liquidated damages) at the rate of 0.5% per day up and to a maximum of 10% of the annual premium charges, which will be deductible from the respective invoice/performance bond of the Insurance Company. This condition may be waived off by EXIM on its discretion or in case of force majeure which shall be proved by Insurance Company and supported by documentary evidence. Moreover, if the liquidated damages amount reaches its maximum limit i.e. 10%; EXIM, without prejudice to any other right of action / remedy it may have, reserves the right to terminate the Contract.
- 5.5 All the obligations as mentioned in Bidding document and Annexure A under scope of services shall be considered as integral part of this agreement.

6. Claim reimbursement/Settlement



The Insurance Company agrees and undertakes to pay each insurance claim received for reimbursement within a period of not more than Twenty (20) days from the receipt date. The EXIM insurance claims will be paid as per terms and conditions contained herein. The internal policies of the Insurance Company will not impede or hamper the claim settlement procedure from its payment within stipulated time. EXIM shall not be responsible for any kind of additional payment/charges for claim processing or verification. The terms and conditions mentioned in the Bidding document and Annexure A shall be considered integral part of this agreement.

7. Warranty

- 7.1 The Insurance Company is duly incorporated, existing and in good standing under the laws of Pakistan and has all requisite power and authority to conduct its business and execute, to deliver and to perform its obligations under this Contract.
- 7.2 The Insurance Company warrants that it has not been blacklisted or debarred by any public sector enterprise due to any reason.
- 7.3 The Insurance Company represents and warrants that it will perform Work/Services, obligations, duties and responsibilities with reasonable care, due diligence and professional skills. Further, it will be responsible for the losses and damage caused directly or indirectly by its negligence during the performance of Work/Services, obligations, duties and responsibilities and make them good and remedy the loss solely at its own risk and cost and without any expenditure to EXIM.

8. Termination

- 8.1 This Contract shall be automatically terminated upon completion of term of this Contract as provided in Clause 2 (Term of the Contract).
- 8.2 EXIM may without assigning any reason and at its sole and absolute discretion terminate this Contract at any time by serving on Insurance Company thirty days' (30) prior written notice.

9. Confidentiality

- 9.1 Insurance Company agrees to hold in confidence for a period commencing with the signing date and ending five (05) years following the Term of this Contract, any information supplied to it by EXIM and designated in writing as confidential or which by its nature can reasonably be inferred to be confidential.
- 9.2 Insurance Company further agrees to require its sub-contractors/advisors and employees to enter into appropriate nondisclosure agreements relative to such confidential information as may be communicated to them by Insurance Company and / or the EXIM.



- 9.3 The provisions of this clause shall not apply to information within any one of the following categories:
 - a. information which was in the public domain prior to a Party's receipt thereof or which subsequently becomes part of the public domain by publication or otherwise except by the receiving Party's wrongful act;
 - b. information which the receiving Party can show was in the receiving Party's possession prior to its receipt thereof through no breach of any confidentiality obligation;
 - c. information received by a Party from any other Person which did not have a confidentiality obligation with respect thereto; and
 - d. as may be required by a Governmental Authority, and then only to the extent required.
- 9.4 Neither Party shall publish the terms and conditions of this Contract, unless the other Party provides its express prior written consent thereto.

10. Conflict of Interest

EXIM/GoP policy requires that Insurance Company provide professional, objective, and impartial services/advice and at all times hold the interest of EXIM paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Insurance Company has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve in the best interest of EXIM. Failure to disclose said situations may lead to the termination of this Contract.

11. Force Majeure

- 11.1 For the purposes of this Contract, "Force Majeure" means an event or circumstance which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under this Contract impossible, and includes, but is not limited to, war, riots, civil disorder, security risks, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, other industrial action or any sanction or restriction imposed by any governmental authority or body within or outside Pakistan which has a material adverse effect on the ability of a Party to carry out its obligations. Force Majeure shall not include:
 - (i) any action or failure to take action by a Party;
 - (ii) any event which is caused by the negligence or willful act or omission of a Party or that Party's sub-contractors/advisors/consultants or personnel or agents or employees; and
 - (iii) any event which a diligent Party could reasonably have been expected both: (a) to have taken into account at the time of the Effective Date of this Contract; and (b) to have avoided or overcome in the course of carrying out its obligations under this Contract.



11.2 A Party seeking relief under this Clause shall notify the other Party forthwith of a circumstances or event of Force Majeure and shall furnish such relevant information as is available relating to such event.

12. Integrity Pact

- 12.1 Insurance Company 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 the EXIM or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.
- 12.2 Without limiting the generality of the foregoing, Insurance Company 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, contractor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.
- 12.3 Insurance Company certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to transaction with the EXIM and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.
- 12.4 Insurance Company accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to the EXIM under any law, contract or other instrument, be voidable at the option of the EXIM.
- 12.5 Notwithstanding any rights and remedies exercised by the EXIM in this regard, Insurance Company agrees to indemnify the EXIM for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the EXIM in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by Insurance Company 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 the EXIM.

13. Performance Guarantee

13.1 If the Insurance Company fails / delays in performance of any of the obligations, under the Contract, violates any of the provisions of the Contract, commits breach of any of the



terms and conditions of the Contract, EXIM may, without prejudice to any other right of action / remedy it may have, forfeit Performance Guarantee of the Insurance Company.

- 13.2 Failure to provide required services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Guarantee amount may be forfeited.
- 13.3 Provision of wrong / false information and/or documents as required during bidding stage and under this Contract may result in forfeiture of Performance Guarantee amount and the Insurance Company may not be allowed to participate in future Tenders.
- 13.4 On successful discharge of obligations/services by the Insurance Company, the Performance Guarantee shall be returned to the Insurance Company upon successful completion of contract period, or if terminated earlier, in accordance with the clauses of this Contract.

14. Miscellaneous

- 14.1 <u>Entire Contract</u>. This Contract along with annexures contains the whole Contract between the Parties and supersedes and replaces any prior written or oral Contracts, representations or understandings between them. The Parties confirm that they have not entered into this Contract on the basis of any representation that is not expressly incorporated into this Contract. Nothing in this Contract excludes liability for fraud.
- 14.2 <u>Waiver</u>. No delay or omission in the exercise of any right or remedy by a Party shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.
- 14.3 <u>Severance</u>. In the event that any part of this Contract shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Contract which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Contract meaningless.
- 14.4 <u>Notices</u>. Any notice or request required or permitted to be given or made under this Contract shall be in English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, by e-mail or through registered mail or courier on the following address:

EXIM

Insurance Company



Ref No.: EXIM/PROC/ HR-01/2023

[Name of Representative] [Designation] Land-line number: Cell number: e-mail address: Office Address: [Name of Representative] [Designation] Land-line number: Cell number: e-mail address: Office Address:

Any change in the details of above mentioned authorized representatives shall be immediately communicated to the other party.

- 14.5 <u>Authorization</u>. The persons executing this Contract on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Contract on behalf of said Party, (iii) by so executing this Contract, such Party is formally bound to the provisions of this Contract, and (iv) the entering into this Contract does not violate any provision of any law or other Contract to which said Party is bound.
- 14.6 <u>Governing Law</u>. This Contract shall be governed by and construed in accordance with the laws of Pakistan as may be issued, promulgated, enacted or re-enacted from time to time.
- 14.7 <u>Contract Language</u>. The language of the Contract shall be English language.
- 14.8 <u>Assignment.</u> Except as provided herein, Insurance Company shall not assign or transfer any of its rights, duties, obligations or any interest under this Contract to any third party without the prior written permission of EXIM. Any such prohibited assignment or transfer shall be void.
- 14.9 <u>Status of Insurance Company.</u> The Parties agree that Insurance Company shall be an independent agency /firm and not an agent, employee or representative of EXIM.
- 14.10 <u>Order of Precedence</u>. In case of any discrepancy between the main body of the Contract and Annexures incorporated therein by reference or otherwise, the main body of the Contract earlier shall prevail over the Annexures.
- 14.11 <u>Dispute Resolution.</u> Any dispute or difference between the Parties as to matters arising from, related or pursuant to this Contract which cannot be settled amicably within thirty (30) calendar days after receipt by one Party of the other Party's request for such amicable settlement, may be referred to arbitration for settlement under the Arbitration Act, 1940 and the rules made thereunder by sole arbitrator to be appointed by the Parties. The arbitration shall take place in Islamabad. The proceedings shall be held in the English language. The resulting award shall be final and binding on the Parties and shall be in lieu of any other remedy.



14.12 <u>Contract Amendments.</u> This Contract may be amended by a mutual agreement between the parties. All such amendments shall be in writing signed by the duly authorized representatives of the Parties.

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

For and on behalf of **EXIM**

For and on behalf of **Insurance Company**

[Name of authorized signatory] [Designation] [Name of authorized signatory] [Designation]

Witness 1:

Witness 2:

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Annexure A – Scope of Services

[to be inserted as per bidding documents]





Annexure B – Details of Premium Charges

[to be inserted as per successful bid]



ANNEXURE-III: FORM OF BID

EXIM Bank of Pakistan, 5th Floor, Evacuee Trust Complex, F-5/1, Islamabad.

Reference your Bidding documents No. EXIM/PROC/HR-01/2023 for Hiring of Group Health and Life Insurance services.

- 1. We, hereby submit our complete bid along with all the requirements as per the Bidding documents. We acknowledge that EXIM is not bound to accept any bid in this regard and reserve the right to accept any offer and to annul the bidding process and reject all bids without assigning any reason or having to owe any explanation whatsoever.
- 2. We hereby undertake and firmly bound ourselves to abide by/ comply with all sections / conditions of subject Bidding documents for the whole bidding process.
- 3. We agree to abide by this Tender for a period of **Ninety (90) days** from the bid opening date or any extension thereto granted and it shall remain binding upon us and can be accepted at any time before the expiration of this period.
- 4. We hereby undertake and confirm that M/s [name of company (bidder)] and its employee(s) have never been blacklisted by any government, semi-government, autonomous or state owned organization of Pakistan and their cases regarding black listing are not under trial by any Court of Law. We further undertake that we do not have any actual or potential conflict of interest either with EXIM or scope of subject tender.
- 5. We submit herewith our bid as one (01) original along with one (01) soft copy on USB drive in PDF as well as native MS Word/Excel formats.
- 6. We do hereby appoint and authorize Mr./Ms. <u>(full name and official address)</u> who is presently employed with us and holding the position of [<u>(designation)</u>] in <u>[name of the company (bidder)</u>] to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our subject bid including signing and submission of all documents and providing information/responses to EXIM in all matters including but not limited to clarifications etc., till award of subject tender. We hereby agree to ratify all acts, deeds and things lawfully done by our said authorized representative pursuant to this authorization and that all acts, deeds and things done by our aforesaid authorized representative shall and shall always be deemed to have been done by us.
- 7. The decision of EXIM shall be final and EXIM will not be liable for any loss or damage to any party acting in reliance thereon.
- 8. We have gone through the terms/conditions of subject Bidding documents and have found the document in whole as non-biased to any particular company / contractor / consultant / advisor / firm or product / brand. We do not have any objection/comment



on any clause/section/article and fully understand the documents as compliant with PPRA Rules.

- 9. We undertake that all the information submitted by us is correct and true to the best of our knowledge and belief and nothing has been concealed and misstated by us in the bid. In case any information is found wrong, misleading or misstated in this bid, the same may lead to rejection of our bid, forfeiture of our bid bond and our disqualification.
- 10. We declare that our bid is our only and final offer and no unsolicited offer of any description shall be made for consideration of EXIM.
- 11. We acknowledge that EXIM reserves the right to blacklist any bidder or to forfeit its bid bond who breaches any terms and conditions of this Bidding document.

We remain,

Yours' sincerely

[Bidder's Official Stamp]

Authorized Signature:_____ Name and Title of Signatory: _____ Name & Address of Firm: _____ Cell No. of Signatory: _____ e-mail address of Signatory: _____ Mailing address of Signatory: _____

Acceptance by representative authorized as per Clause 6 above:

Signatures of Authorized Representative:	
Name and Title:	
Name & Address of Firm:	
Cell No.:	
e-mail address:	
Mailing address:	





ANNEXURE-IV: BID REQUIREMENTS & EVALUATION CRITERIA

- 1. Bidders shall submit all relevant documents, in their bids, required to evaluate/assess the bidders as per the criteria mentioned herein. Bidders shall be evaluated only on the basis of the documents provided in the bids. Provision of relevant and clear/unambiguous documents shall be the responsibility of the bidders. Documents/details shall be provided in a manner that the required information is clearly mentioned/highlighted/marked. All supporting documents e.g. company profile, incorporation certificates, experience certificates, testimonials, client details, previous contracts/purchase orders/work orders, personnel profiles/CVs, documents related to financial strength etc. must be available and clearly identified in the bid.
- 2. In addition to the documents mentioned at serial 1 above, bidders shall provide the following:
 - a. copies of their NTN/Tax registration certificates. The bidders should be on Active Taxpayers List of FBR;
 - b. Registration certificate from SECP;
 - c. Proof of credit rating from PACRA or JCR-VIS;
 - d. Proof of established offices/branches in Islamabad/Rawalpindi, Lahore and Karachi;
 - e. Incorporation/registration certificate, firm must have minimum ten (10) years' experience;
 - f. Signed & stamped Form of Bid as per the format given at Annexure-III; and
- 3. If any discrepancy is found in the documents/requirements as mentioned at para 2 above, the same shall be communicated to said bidder for rectification. If the bidder declines or fails to rectify the discrepancy, its bid shall be disqualified and submitted bid bond shall be forfeited.
- 4. The evaluation committee shall evaluate the bids on the basis of responsiveness to the Scope of Services, mandatory requirements and evaluation criteria provided herein.
 - S/NMandatory Requirements1.The Bidder must possess valid NTN & GST registration.2.The Bidder must be registered with Securities and Exchange Commission of Pakistan (SECP) as insurer.3.The Bidder must be Minimum AA+ rated (with "Stable" outlook) by PACRA or JCR-VIS.4.The Bidder must have office/branch in Islamabad/Rawalpindi/Lahore/Karachi.5.The Bidder must possess minimum ten (10) years working experience of Group Health and Life Insurance Services. (Against each Lot)
- 5. The Bidders must fulfil the following mandatory requirements to qualify:



6.	The Bidder must have minimum ten (10) Group Health and Life Insurances Services to its credit in last five (05) years. (Against each Lot)
7.	Currently providing insurance to a minimum of five hundred (500/-) employees of clients. (Against each Lot)
8.	The Bidder must attach Bid Securing Declaration with its bid.
9.	The Bidder must attach signed Form of Bid with official stamp affixed on it as per the format given in Annex-III_with its bid.
10.	The Bidder must attach duly filled in and signed & stamped Annex-V: Price Schedule with its bid.
11.	The Bidder must have Online system for Checking details of EXIM claims i.e. utilization of Inpatient claims on "as and when required basis" through web portal for EXIM Management and also must-have mobile application for employee's use to track remaining insurance limit & claim status.

In order to show fulfilment of abovementioned mandatory requirements, the Bidders are required to submit the following documents with their bids and use the following table as index:

S/N	Attributes	Reference Page in Bid	Points (Applicable only in case of tie in quoted rates)
1.	Complete Company Profile.		-
2.	NTN & GST registration certificates.		_
3.	Certificate of Incorporate issued by SECP.		10 years = 5 11-14 years = 7 15 and above = 10
4.	Proof of current/valid minimum AA+ rating by PACRA or JCR-VIS with "Stable" outlook.		-
5.	Details & supporting documents of minimum ten (10) Group Health and Life Insurance covers provided in last five (05) years. (Against each Lot) Copies of contracts, purchase/work orders or invoices to be provided. Claims without supporting documents shall not be accepted.		10 clients = 5 11-14 clients = 7 More than 15 clients = 10



6.	Details of clients along with number of total employees currently insured for each client. (Against each Lot)	500 employees = 5 $501 - 1,000$ $employees = 7$ $More than 1,000$ $employees = 10$
7.	Details of established office setup in Islamabad/Rawalpindi, Lahore and Karachi	-
8.	Bid Securing Declaration.	-
9.	Signed Form of Bid with official stamp affixed on it as per the format given in <u>Annex-III</u> .	-
10.	Duly filled in and signed & stamped <u>Annex-</u> <u>V: Price Schedule</u> .	-
11.	The Bidder must have Online system for Checking details of EXIM claims i.e. utilization of Inpatient claims on "as and when required basis" through web portal for EXIM Management and also must-have mobile application for employee's use to track remaining insurance limit & claim status.	
12.	List of panel Hospitals all over Pakistan.	
13.	Name of minimum two doctors from Helpline & customer care department.	

The contract will be awarded to the bidder fulfilling all the mandatory requirements and quoting the lowest annual premium charges.



ANNEXURE-V: PRICE SCHEDULE

Bidders are required to submit their financial proposals as per following format.

Lot 1. Gross Premium Charges for IPD, Maternity (Category Wise)

	Plan A	Plan B	Plan C	Plan D	Plan E	TOTAL
Self						
Spouse						
Children						
TOTAL						

Gross premium (IPD & Maternity) in PKR (inclusive of all kinds of taxes, duties and levies) – In figure	
Gross Premium (in Words):	

*Responsibility to include all and correct taxes is that of the bidders.

1) Documents Required

- *i*) Criteria of calculation per unit and category wise.
- *ii)* Criteria of calculation of premium for <u>additions of employees</u> and/or their dependents during the policy year by clearly mentioning the rates to be charged on additions/deletions.
- iii) Criteria for calculation of refund of premium for <u>deletions of employees</u> and/or their dependents during the policy year.

Signatures of Authorized Representative as per Clause 6 of Form of Bid

Name and Title: _____

Name & Address of Firm: _____



Plan	Amount of Sum Insured	Annual Premium Charges (Per Thousand) (Inclusive of all kinds of taxes and levies)
Plan A	15 Multiple of Basic Salaries	
Plan B	15 Multiple of Basic Salaries	
Plan C	20 Multiple of Basic Salaries	
Plan D	25 Multiple of Basic Salaries	
Plan E	30 Multiple of Basic Salaries	

Lot 2. Group Premium Charges for Life Insurance

Note:

- 1- Bidders may quote for single or both lots. Contract shall be placed to the technically compliant lowest evaluated bidder separately for each lot.
- 2- All the pages of the financial bid must be sequentially numbered, stamped and signed by the representative authorized as per clause 6 of the Form of Bid.
- 3- Quoted premium charges must be inclusive of all kind of taxes, duties, charges/levies applicable in Pakistan.
- 4- Annual premium charges to remain fixed for complete terms of the contract, or as extended in accordance with the provision of this Bidding documents.

Signatures of Authorized Representative as per Clause 6 of Form of Bid

Name and Title: _____ Name & Address of Firm: _____



ANNEXURE-VI-A : BID SECURING DECLARATION

(ON BIDDER'S LETTERHEAD)

Date: [insert date (as day, month and year)] Bid No.: [insert number of Bidding process]

EXIM Bank of Pakistan 5th Floor, Evacuee Trust Complex, F-5/1, Islamabad.

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
- (b) Disagreement to arithmetical correction made to the Bid price; or
- (c) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the Bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, *[insert date of signing]*

Corporate Seal (where appropriate)

Ref No.: EXIM/PROC/ HR-01/2023



ANNEXURE-VI-B : PERFORMANCE GUARANTEE FORMAT

(ON NON-JUDICIAL STAMP PAPER @ APPLICABLE RATE, BASED ON GUARANTEE VALUE)

EXIM Bank of Pakistan, 5th Floor, Evacuee Trust Building, F-5/1, **Islamabad**.

Subject: Surety Guarantee for PKR ______ (in words Pak Rupees _______only) on behalf of **[insert Insurance Company name]** as performance guarantee for provision of Group Health and Life Insurance services Ref No. EXIM/PROC/HR-01/2023.

Dear Sirs,

In consideration of your having issued the award for provision of Group Health and Life Insurance services (Ref No. EXIM/PROC/HR-01/2023) to M/s [insert Insurance Company name] called the Insurance Company and in consideration for value, received from Insurance Company, we [Insert name of the Bank] (a banking company incorporated under Companies Act, 2017 and having valid license from the State Bank of Pakistan) which expression shall mean and include its successors, administrators and legal representatives, whether jointly or severally, having its registered office at [Insert address] (hereinafter called the "Surety") do hereby irrevocably bind ourselves and unconditionally agree and undertake as under:

- 1. To make unconditional payments to you from time to time as called upon or make an unconditional payment at any time on your written demand(s) without further resource, question or reference to Insurance Company or any other person, in the event of default or non-performance and / or non-fulfillment by Insurance Company of its obligations liabilities, responsibilities, covenants, assurances, warranties, indemnities, representations and guarantees under and in pursuance of the said contract of which you shall be the sole judge.
- 2. To accept written intimation from you as conclusive and sufficient evidence of the existence of a default or breach as aforesaid on the part of Insurance Company and to make payment accordingly within 30 (thirty) days of receipt thereof.



- 3. The performance guarantee shall come into force on **[Insert date]** and shall remain in full force, operative, effective and binding upon us for up to till the validity period of said contract or as may be extended by the Insurance Company from time to time. The Surety shall notify EXIM in the event that the Insurance Company does not apply for renewal of this performance guarantee thirty days prior to the expiry date of this performance guarantee or as extended from time to time.
- 4. That on grant of time or other indulgence to amendment in the terms of the contract by agreement with Insurance Company in respect of the performance of its obligations under and in pursuance of the said contract with or without notice to us, shall in any manner discharge or otherwise, however, affect this guarantee and our liabilities and commitments there under.
- 5. This performance guarantee shall be binding on us, our successors including successors in interest, administrators and legal representatives, and shall be irrecoverable.
- 6. This performance guarantee shall not be affected by any change in the constitution of the guarantor bank or the constitution of the Insurance Company.
- 7. No delay or failure to exercise any right or remedy under this performance guarantee by EXIM shall constitute a waiver of such right or remedy. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or of any other right or remedy. No waiver by EXIM shall be valid unless made in writing and duly signed by concerned representatives of the EXIM.
- 8. No set-off counter claim, reduction, or diminution of any obligations that the Surety has or may have against EXIM shall be available to the Surety against EXIM in connection with any of the Surety's obligations to EXIM under this performance guarantee. The Surety shall make all payments under this performance guarantee in full, without set-off or counter claim and free and clear of any deductions or withholdings in immediately available, freely transferable, cleared funds for value on the due date to EXIM, provided that if the Surety is required to make any deduction or withholding from such payments under applicable law, the Surety shall pay to EXIM such additional amount necessary to ensure that EXIM receives an amount equal to the amount which it would have received had no such deduction or withholding been made.
- 9. The performance guarantee shall be binding upon and insure to the benefit of EXIM and the Surety and to their respective successors and assigns, provided that the Surety shall not assign or transfer all or any of its rights, benefits and obligations under this performance guarantee except with the prior written consent of EXIM.



- 10. No payment to EXIM under this performance guarantee pursuant to any judgment or order of any court or otherwise shall operate to discharge the Surety's obligations in respect of which it was made unless and until payment in full shall have been received by EXIM.
- 11. If one or more of the provisions of this performance guarantee is held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this performance guarantee.
- 12. Thirty days before expiry of the performance guarantee, Surety shall notify the beneficiary in writing about the same.

For and On behalf of

AUTHORIZED SIGNATURE

(Stamp and signature of the issuing bank)