



**STATE LIFE**  
INSURANCE CORPORATION OF PAKISTAN

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# **TENDER DOCUMENT**

**FOR**

**HIRING OF REINSURANCE SERVICES FOR SLIC GULF BUSINESS**

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# CORPORATION OVERVIEW

## 1. INTRODUCTION

State Life Insurance Corporation (SLIC) is a state-owned entity established under Life Insurance (Nationalization) Order 1972 that is regulated by Securities and Exchange Commission of Pakistan (SECP). SLIC offers insurance services to its clients and is functioning globally. Majority of the business SLIC conducts deals with individual life policies, however, it has also expanded its operations to Health Insurance. In addition to conventional line of business, SLIC also offers Takaful services which is growing rapidly. The individual life policies are sold via agencies or through banking channels. Moreover, SLIC has been also offering group life insurance to its prestigious clients for a long period of time. This constitutes various types of products including pension plans based on Defined Contribution and Defined Benefit scheme.

As the leading insurer of Pakistan with AAA rating from PACRA, SLIC currently has a base of around 6 million policyholders protected under the umbrella of its individual life business and around 5 million covered under Group business. Each year around 97.5% of the surplus is distributed to the policyholder in the form of bonuses and the remaining is paid to the Government of Pakistan.

SLIC also has a branch office in UAE since 1978 duly registered with Central Bank-UAE to offer individual life insurance products in UAE.

Bidders are requested to gain deeper insight of the SLIC by visiting SLIC website, for better understanding of operations.

## 2. CLASSES OF BUSINESS WRITTEN IN UAE

### Individual Life Business

Business written in the books of SLIC follows Underwriting guidelines that covers many characteristics of policyholders to assess potential risks involved. The guidelines majorly evaluate Moral, Medical and Financial aspects of the policy. Over the period of time SLIC has introduced numerous products to cater the needs of policyholders. At present, the portfolio of UAE Business majorly comprises of conventional policies with Endowment products constituting over 96% of the business. Other prevalent products are Whole Life and Anticipated Endowment Plan. The endowment products are offered in many variations which include joint life endowments, child education and single premium plans. Plans are offered in AED and USD Currencies. The total inforce face amount in 2021 for the UAE Business in respective currencies written are AED 494 million and USD 44 million with an expected addition of AED 48 million and USD 1.4 million in the form of new policies for 2022. A brief description of the types of products sold in the name of Individual Life is attached as “**Annexure 2-A**”.

In addition to these products there are supplementary riders<sup>1</sup> that can be attached to individual life policies at the discretion of the insured. A brief description of SLIC major products and Supplementary Riders is provided in “**Annexure 2-B**”

## 3. EXISTING REINSURANCE ARRANGEMENT

SLIC has been using treaty reinsurance services for its UAE business. An overview of the existing reinsurance arrangements are as follows:

### Overseas Life Fund

Individual Life (Surplus Treaty)

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<sup>1</sup> *Supplementary Riders are subject to terms and conditions.*

- Retention Limit: USD 50,000 (for policies written in USD currency)  
AED 150,000 (for policies written in AED currency)
- Reinsurance Sum Cover ascertained using **Sum at Risk (SAR) Formula ( i.e. Original Sum Assured, less actuarial reserve less Retention)**
- If TIR or FIB is attached on the policy, the sum assured amount of TIR, and commuted value of FIB will be added to SAR.
- Multiple riders such as Family Income Benefit (FIB), TIR, Accidental Death Benefit (ADB), Accidental Indemnity Benefit (AIB) etc. are also reinsured.

#### 4. REINSURANCE SERVICES REQUIRED

SLIC is seeking for reinsurance services for its Individual life products and supplementary Riders written in UAE. SLIC intends to refresh its reinsurance portfolio in line with its existing reinsurance arrangements in a way that there is not much change in the overall risk profile of SLIC and the proportion of business ceded. However, SLIC is open to improvements in the maximum coverages. All products and riders given in section 2 needs to be covered.

#### 5. INVITATION TO BID (SCOPE OF COVER)

SLIC is seeking for separate reinsurance arrangements for the followings:

- i. Individual Life Insurance (Conventional) - Overseas
  - a. Agency Channel
  - b. Bancassurance/ Brokerage Channel

A contract of five years will be made with successful bidder and contract will be continued till the term of policies underwritten in the contract period of five years. **Example:** SLIC underwrites a 20 years policy of Mr. Ali on 24.09.2023 and get it re-insured from XYZ re-insurers with whom agreement signed on 30.03.2023. The re-insurance arrangement of MR. Ali will continue with XYZ re-insurers up to the end of policy term of Mr. Ali i.e. upto 23.09.2043.

#### 6. INSTRUCTIONS TO BIDDERS:

- i. To state complete name of the company, complete address, telephone number, fax number, email address, website address (if any).
- ii. Name and designation of contact person.
- iii. Title, bank name and account number of the company.
- iv. Supporting materials should not be the part of the main proposal but should be placed as annexure and referring the Page No/Flag No.
- v. Please note that any misinformation on behalf of bidder will result in disqualification
- vi. Bidders fulfilling the eligibility criteria are advised to fill in the form of bids. The bidders not fulfilling the under mentioned eligibility criteria need not to submit the proposal.
- vii. Provide details of violations and/ or penalties imposed by regulator in the last 3 years, if any.
- viii. Submission of Summary statement of number and number of claims lodged and claims settled during the last three years.
- ix. Bidders need to fill all forms ‘A’, ‘B’, ‘C’, ‘D’ and ‘E’.
- x. The specimens for Form of contract, non-disclosure agreement and integrity pact are attached as Annexure A1, A2 and A3 respectively which will be signed at the time of the contract.

#### 7. Eligibility Criteria (Pre-acceptance)

The company should:

1. At least “A” rating by “Standard & Poor” or equivalent rating by any other reputed international rating agencies
2. Annual Net Income of at least USD 250 million in the year 2021.

3. Be qualified having relevant professional certification from well renowned institution (please attach proof).
4. Not declared ineligible, blacklisted or disciplinary proceedings initiated against the company by any organization whether government, multinational or private entity for corrupt and fraudulent practices or convicted by the court. An affidavit in this regard must be provided and enclosed with technical proposal.
5. Must secured minimum qualification marks (70).
6. Has valid License (please attach proof).
7. Have at least 05 years' experience (please attach proof).
8. In past five years no action of local Regulatory Authority of any country is taken against the company (Bidders are required to attach an undertaking to this effect. Undertaking must be signed and stamped by authorized officer).

## 8. FORMS OF BID

### FORM-A Company's basic Information

a.	Name of Company			
b.	Registered Address of Company			
c.	Contact person's name/title		Name:	
			Title:	
d.	Phone No.		Cell No.	
e.	Fax No:		Email	

### FORM-B Technical Bid evaluation criteria

Sr. No.	Parameters	Response of Bidder	Distribution of Marks
1	<b><i>Experience of providing reinsurance services to Life Insurance companies.</i></b>		
	Above 15 years		25
	≥12 & < 15 years		15
	≥10 & < 12 years		10
	≥7 & < 10 years		5
	Below 7 years		0
<b>Attach Proof as Flag '8-B (1)'</b>			
2	<b><i>List of location of office(s) (Name of country)</i></b>		
	1 mark for Offices located in each country, maximum marks 15		15
<b>Attach Proof as Flag '8-B (2)'</b>			
3	<b><i>Number of staff engaged as fulltime employees:</i></b>		
	Above 500 +		20
	From 250 – 499		15
	From 100 – 249		10
	From 50 – 99		5
	Less than 50		0
<b>Attach Proof as Flag '8-B (3)'</b>			
4	<b><i>Annual Net Income from reinsurance services provided for the year 2021</i></b>		
	Above USD 1000 million		20
	Above USD 750 million		15
	Above USD 500 million		10

	Above USD 250 million		5
	Less than USD 250 million		0
<b>Attach Proof as Flag '8-B (4)'</b>			
5	<b><i>Number of companies/clients to which reinsurance services are being provided</i></b>		
	100+ companies/client		20
	75-99 companies/client		15
	50-74		10
	20-49		5
	Under 20		0
<b>Attach Proof as Flag '8-B (5)'</b>			

[Minimum qualification marks = 70](#)

**FORM-C** Age-wise distribution for Individual Life **(50 Marks)**

Total Sum Assured above the retention limit of AED 150,000/- for policies written in AED Currency and USD 50,000/- for policies written in USD Currency (Financial Bid-IL)

Policies written in USD Currency

**Amount in 000s**

Age	Total Sum at Risk (a)	Reinsurance premium rate per 1,000 SAR (b)	Reinsurance Commission % (c)	Net Premium
				(a x (b x (1-c)))
18	100			
19	100			
20	100			
21	100			
22	100000			
23	100			
24	150000			
25	500000			
26	200000			
27	52000			
28	393000			
29	1390000			
30	474000			
31	265000			
32	597805			
33	1663000			
34	1251200			
35	2158000			
36	2011650			
37	2341000			
38	1192000			
39	3462000			
40	740000			
41	3030000			
42	1135000			
43	620576			
44	1272000			
45	1656000			
46	207000			
47	1080000			
48	750000			
49	401000			
50	226733			
51	100			
52	165000			
53	900000			
54	100			
55	300000			
56	100			
57	100			
58	100			
59	100			
60	100			
61	100			
62	100			
63	100			
64	100			
65	100			
66	100			
67	100			
68	100			
69	100			
70	100			
<b>Net Premium</b>				



Policies written in AED Currency

Amount in 000s

Age	Total Sum at Risk (a)	Reinsurance premium rate per 1,000 SAR (b)	Reinsurance Commission % (c)	Net Premium
				(a x (b x (1-c)))
18	100			
19	100			
20	100			
21	300,000			
22	660,000			
23	1,405,000			
24	200,000			
25	1,010,000			
26	3,010,000			
27	3,997,000			
28	6,325,000			
29	11,736,000			
30	13,088,750			
31	12,607,000			
32	17,572,000			
33	20,131,000			
34	20,095,000			
35	16,258,000			
36	21,764,142			
37	17,442,000			
38	11,741,000			
39	17,045,000			
40	18,612,000			
41	13,748,706			
42	10,379,000			
43	7,362,276			
44	5,425,000			
45	6,036,000			
46	7,598,000			
47	7,535,000			
48	5,951,219			
49	1,600,000			
50	1,465,000			
51	1,792,000			
52	1,239,000			
53	835,000			
54	1,200,000			
55	365,000			
56	530,000			
57	650,000			
58	200,000			
59	100			
60	830,000			
61	100			
62	100			
63	200,000			
64	100			
65	100			
66	100			
67	100			
68	100			
69	100			
70	100			
<b>Net Premium</b>				

**FORM-D Supplementary Riders Financial Evaluation Format (20 Marks):**

	Supplementary Rider	Net Reinsurance Premium Rate per 1000 Sum at Risk
a)	ADB	
b)	AIB	
c)	<b>Total</b>	

**FORM-E Profit Commission (PC) offered by Bidders (Financial Bid-PC) (10 Marks):**

Detailed profit commission formula should be provided by the bidder

Profit sharing % to be provided in the table below

Profit sharing percentage of Insurer (SLIC)	
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## Illustration

### Data Provided by Bidders

S.No.	Name of Bidder	Marks obtained in Technical Bid	Technical qualified
1	A	78	Yes
2	B	85	Yes
3	C	45	No (min 70marks required)
4	D	50	No (min 70marks required)
5	E	76	Yes

*Financial Bid of bidders C & D will not be opened and the most advantageous bidder will be evaluated solely based on Financial Bid.*

### FINANCIAL BID

Sr. No.	Name of Bidder	FORM-C (Amount in millions USD + AED)	FORM-D (per 1,000 SAR)	FORM-E (PC %)
1	A	5.00	1.68	60%
2	B	3.50	2.40	50%
3	E	3.00	1.92	60%

For comparison purposes SLIC will use following sample table to arrive at net financial cost of re-insurance

Financial bid evaluation					
Sr. No.	Name of Bidder	FORM-C (50 marks)	FORM-D (20 marks)	FORM-E (10 marks)	TOTAL
1	A	$3/5 * 50 = 30.00$	$1.68/1.68 * 20 = 20.00$	$60/60 * 10 = 10.00$	60.00
2	B	$3/3.5 * 50 = 42.86$	$1.68/2.40 * 20 = 14.00$	$50/60 * 10 = 8.33$	65.19
3	E	$3/3 * 50 = 50.00$	$1.68/1.92 * 20 = 17.50$	$60/60 * 10 = 10.00$	77.50

### Evaluation Criteria for Financial Proposal

Form-C: Lowest premium will be awarded full marks and others will be prorated accordingly

Form-D: Lowest premium rate will be awarded full marks and others will be prorated accordingly

Form-E: Highest Profit Commission % will be awarded full marks and others will be prorated accordingly

TOTAL: Maximum marks will be considered as the most advantageous bidder, in this illustration the successful bidder is 'E'

## 9. Special Conditions of Contract

- I. Annual expected reinsurance risk premium rates should be guaranteed till the end of policy term for the lives underwritten during the contract period. (Premium rates to be provided in the financial proposal only in Form 'C' & 'D').
- II. The lives underwritten during the contract period will continue to be reinsured with the selected reinsurer even after the contract period has ended.
- III. Profit commission and basis for profit sharing amongst SLIC and the Reinsurer be provided at Form E.
- IV. Profit commission will be settled annually.
- V. Obligatory claim settlement limit of at least USD 200,000/- for individual life insurance written in USD currency and AED 500,000/- for policies written in AED currency.
- VI. Obligatory acceptance limit of at least USD 300,000/- for individual life insurance written in USD currency and AED 900,000/- for policies written in AED currency.
- VII. No capping on maximum coverage.
- VIII. Percentage and basis for reinsurance commission for first and renewal years, be mentioned in Form 'C' & 'D'
- IX. Coverage for Individual Life Supplementary Riders should be at least equal to basic death cover limits.
- X. Complete details of underwriting classes/rating for standard and sub-standard risks may be provided
- XI. Reinsurance Claim handling procedure be provided
- XII. Outline your approach for placement and delivery of reinsurance
- XIII. Sample / Draft Treaty should be attached with the proposal
- XIV. All cessions shall be affected in the original currency of the policy
- XV. Provision of Underwriting guidelines and limits for standard and sub-standard lives
- XVI. Availability of Software / online support for Reinsurance premium calculation and reinsurance Claims' settlement
- XVII. Availability of Online underwriting software/support for evaluation of risk
- XVIII. Training / workshops of underwriters and personnel handling reinsurance matters at SLIC.

## 10. GENERAL CONDITIONS OF CONTRACT

### a. Validity of the proposal

All proposals and price shall remain valid for a minimum period of 180 days from the closing date of submission of proposal.

### b. Ownership

The ownership of all products and services rendered under this contract arising as a result of this bidding process will be the sole property of SLIC.

### c. Governing Laws

This request for Proposal and any contract executed pursuant to this bidding shall be governed by and construed in accordance with the relevant laws of land.

### d. Acceptance or Rejection of Proposals

SLIC reserves the right not to accept the lowest or any proposal and to cancel the bidding process as per PPRA rules. The decision of SLIC will be binding on all concerned and will not be challengeable at any forum.

### e. Initiation of work

Immediate after signing of contract.

### f. Taxes

The bid amount will be inclusive of all applicable taxes.

### **g. Minimum Qualifying marks in Technical Proposal**

Minimum qualifying marks in technical proposal is 70. The financial bids of the bidders, securing less than qualifying marks (70) will be returned un-opened.

### **h. Availability of Bid Form and Contact Person for Enquiries**

The Bid Form can be obtained from the following address, and can be downloaded from the website of SLIC [www.statelife.com.pk](http://www.statelife.com.pk)

Mr. Abdul Manan Shaikh (Zonal Chief-Gulf)  
State Life Insurance Corporation of Pakistan (Gulf Zone),  
503- Gulf Air Building,  
Salah uddin Road, PO Box # 11278 Deira Dubai U.A.E  
Phone: 00971-4-2729061 & 0097-54-4412842  
Number: 00971-529951220  
Email: [slicdxb@emirates.net.ae](mailto:slicdxb@emirates.net.ae)

### **i. Opening of Bids**

#### **Technical Bid Opening**

Technical bid will be opened on last day of submitting the proposal, i.e., at 11:00 - A.M. on 03-05-2023 (UAE time) in the presence of representatives of companies, participating companies are requested to observe the time strictly.

#### **Financial Bid Opening**

The date of opening of financial bid will be conveyed to successful technically qualified bidders through email / letter / telephone.

### **j. Successful / Most Advantageous Bidder**

The bidder scoring maximum marks in financial proposal bid (please see para 9) will be declared as most advantageous/ successful bidder, for the technically qualified bidders only.

### **k. Pre-Bid Meeting**

Pre-bid meeting will be held on **12-04-2023 11:00 am (UAE Time)** at the under mentioned venue.

State Life Insurance Corporation of Pakistan (Gulf Zone),  
503- Gulf Air Building,  
Salah uddin Road, PO Box # 11278 Deira Dubai U.A.E  
Phone: 00971-4-2729061 & 0097-54-4412842

### **l. Terms of Payment**

All Payments will be made after adjustment of claims, commission, profit commission etc. in the USD Currency on quarterly basis within 30 days after submission of required reports.

### **m. Companies not Eligible to Participate**

The Bidder not fulfilling the criteria mentioned at para 7 will not be eligible to participate in this tender. The participating bidders are requested to attach proof of para 7 and flag the same.

### **n. Disqualification**

SLIC through its committees may at its sole discretion and at any time during the evaluation of proposal till signing of agreement, disqualify any responding company, if it has:

- a. Submitted the proposal documents after the deadline.

- b. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- c. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, delay in completion of work or financial failures etc. in any project.
- d. Submitted a proposal that is not accompanied by the required documentation or is non-responsive.
- e. Failed to provide clarification related thereto, when sought.
- f. Submitted a proposal with price adjustment / variation provision / condition.
- g. Declared ineligible, black listed or disciplinary proceedings initiated against the company by the any organization whether government, multinational or private entity for corrupt and fraudulent practices or convicted by the court. An affidavit in this regard must be provided and enclosed with technical proposal.

**o. Settlement of dispute**

**Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of prevailing arbitration laws.

Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the SLIC shall be withheld on account of such proceedings except disputed.

**p. Force Majeure**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

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 in writing not later than fifteen (15) days following the occurrence of such an event.

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.

**q. Termination**

The SLIC may terminate this Contract by not less than thirty (30) days written notice of termination to the company to be given after the occurrence of any of the events specified in paragraphs (a) to (c):

- a. if the company do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as SLIC may have subsequently approved in writing;
- b. if SLIC, in its sole discretion, decides to terminate this Contract.
- c. if, as the result of Force Majeure, the company is unable to perform a material portion of the Services for a period of not less than sixty (60) days;

**r. Subletting**

The Bidder shall not sublet, sell, transfer, assign any portion of the assignment without written consent of SLIC.

## 11. PERIOD OF CONTRACT

Period of contract will be 5 years. However, the policy underwritten during the contract period will be covered till the end of its policy term/ maturity with the same premium rates provided in this proposal.

## 12. SUBMISSION OF PROPOSAL

The technical and financial proposals along with the Annexure **A4** completed in all respect, should be submitted by 03-05-2023, up-to 10:30 hours on the address given in 11 (h). The Bid shall comprise a single package containing two separate sealed envelopes. Each envelope shall contain separately the **Technical proposal** and **Financial proposal**.

No proposal shall be entertained if either of technical or financial proposal are missing and company's stamp is not affixed on envelop.

For any queries regarding Tender Documents and/ or softcopy of the data for Financial Proposal, please email us at [slicdxb@emirates.net.ae](mailto:slicdxb@emirates.net.ae)

## Sample Individual Life Products

PRODUCT TYPE	DESCRIPTION
<b><i>Endowment</i></b>	<p>This genre of insurance is the basis for majority of the products offered by SLIC. For most of the products under this category, the admissible ages are between 10 to 65 years whereas, the term varies depending on the plan. Moreover, depending on the specific product, policyholders can facilitate from various options such as early maturity (Optional Maturity Endowment), joint life policy (Jeevan Sathi Plan &amp; Joint Life Endowment Assurance). These products are mostly linked with bonuses that are paid to the policyholder at the termination of his contract, where entitled.</p>
<b><i>Anticipated Endowment</i></b>	<p>For this insurance type, full sum assured plus accrued bonuses, if any, are payable at death of the assured or at maturity. However, mid-term option is also available where policyholder is given choice to withdraw part of his sum assured after the commencement of 1/3<sup>rd</sup> and 2/3<sup>rd</sup> of policy duration. If this option is not exercised by policyholder, then special reversionary bonus is automatically added to the policy, subject to conditions. Admissible ages range from 20 to 60 years; however, limited options are available for selecting policy term. Products are entitled to bonuses.</p>
<b><i>Whole Life</i></b>	<p>Under this genre, products are sold with different admissible ages; however, maturity benefit is paid at the age of 85. An option is also provided for particular types of products where policyholder can limit the premium paying term without curbing the coverage/protection period. These products are offered with profits (bonus).</p>

## Supplementary Riders (Individual Life)

SUPPLEMENTARY RIDER	DESCRIPTION
<p><b><i>Accidental Indemnity Benefit (AIB)</i></b></p>	<ul style="list-style-type: none"> <li>* Payment of additional Sum Assured in case of death due to accident, or in the event of loss of two or more limbs or loss of sight in both eyes.</li> <li>* One-half of the Sum Assured for loss of one limb.</li> <li>* One-third of Sum Assured for loss of one eye</li> <li>* One-fourth of Sum Assured for loss of thumb and index finger.</li> <li>* Indemnities are also paid on conditional basis.</li> </ul>
<p><b><i>Family Income Benefit (FIB)</i></b></p>	<p>This rider is attached to Whole Life and Endowment Assurance policies where in case of death of policyholder an annuity of 10% to 50% per annum of basic Sum Assured is payable monthly until the expiry of the policy.</p>
<p><b><i>Term Insurance Rider (TIR)</i></b></p>	<p>This rider is available to Whole Life and Endowment Assurance policies where the amount of Sum Assured is paid in addition to benefits payable in the event of death of policyholder during the term of policy</p>
<p><b><i>Accidental Death Benefit (ADB)</i></b></p>	<p>Under this rider the death benefit of an insured member is doubled if the death was caused by an accident.</p>



**SPECIMEN OF FORM OF CONTRACT**

This CONTRACT (hereinafter called the "Contract") is made on the \_\_\_\_ day of \_\_ (month) of \_\_\_\_ (year), between, State Life Insurance Corporation of Pakistan on the one hand, (hereinafter called the "SLIC" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, \_\_\_\_\_ (hereinafter called the "Firm" which expression shall include the successors, legal representatives and permitted assigns).

**WHEREAS**

- (a) The SLIC has requested the Company to provide reinsurance arrangements as defined in the Scope of Work as per tender document attached to this Contract (hereinafter called the "Services"); and
- (b) The Company, having represented to the SLIC that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - a. The General Conditions as set forth / elaborated in the Tender Document;
  - b. The integrity pact;
  - c. Non-Disclosure Agreement
- 2. The mutual rights and obligations of the SLIC and the Company shall be as set forth in the Contract, in particular:
  - a. The Company shall carry out the Services in accordance with the provisions of the Tender Document;
  - b. The Company shall initiate work after signing the instant agreement and continue to carry out as per term of the contract.
  - c. The SLIC shall make payments to the Firm in accordance with the provisions of the Tender Document.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written.

**For and on behalf of State Life Insurance Corporation (SLIC)**

**Witness:**

Signatures: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signatures: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Seal)

**For and on behalf of Company**

**Witness:**

Signatures: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signatures: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Seal)

### SPECIMEN OF NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is entered into by and between \_\_\_\_\_ (Company) and State Life Insurance Corporation of Pakistan (hereinafter called the “SLIC” which expression shall include the successor, legal representatives and permitted assigns), effective as of the date of latest execution below (“Effective Date”).

WHEREAS, as part of scope/execution of awarded of work, the SLIC shall provide financial, accounting, auditing and other proprietary information to Company (Recipient); and

WHEREAS, the parties mutually desire to set forth the terms and conditions of their agreement for maintaining the confidentiality of such information and certain related matters;

NOW, THEREFORE, in consideration of the foregoing and the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. “Confidential Information” as used in this Agreement shall include all information provided by Disclosing Party to Recipient, except as noted herein, whether in oral, written, electronic, graphic, or other format, including without limitation: (a) Disclosing Party’s financial and accounting information; (b) information regarding Disclosing Party’s, or such party’s corporate affiliates’, financial condition or performance, business operations, plans, strategies or techniques, know how, products or services, pricing, past or current customer information, systems or system strategies, and marketing and distribution plans, methods or techniques; (c) any information that is marked “confidential,” “proprietary,” or with like words, or that is summarized in writing as being confidential prior to or promptly after disclosure to the other party; (d) any and all research, data and databases; (e) any models, source code, or other information contained within any software, model or system; (f) information relating to or arising from any software, models, modeling results or output; (g) insurance policy or policyholder information; (h) any reinsurance structures or risk management solutions created, disclosed or analyzed by Company; (i) any insurance or reinsurance underwriting and pricing information, and information relating to actuarial analysis and market capacity; (j) any third-party confidential information included with, or incorporated in, any information provided by Disclosing Party; and (k) designs, ideas, concepts, intelligence engineering, techniques, processes, methodologies, and technology embodied in any of the foregoing. Additionally, the parties agree that “Confidential Information” shall also include (a) the existence of this Agreement; (b) the fact that the Confidential Information exists or has been, or may be, made available to Recipient; (c) the identity of the parties involved in the Transaction, including without limitation the parties hereto, and the fact that either party hereto is considering or evaluating the Transaction; (d) the fact that discussions or negotiations are taking or have taken place concerning the Transaction, including those discussions or negotiations pertaining to this Agreement; and (e) any term, condition or other facts relating to the Transaction or such discussions or negotiations, including without limitation the status thereof.
2. Confidential Information shall not include information which: (a) is or becomes generally available to the public other than as a result of disclosure by Recipient in violation of this Agreement; (b) was available to or already known by Recipient on a non-confidential basis prior to its disclosure by Disclosing Party; (c) is developed by Recipient independently of any information acquired from Disclosing Party; or (d) becomes available to Recipient on a non-confidential basis from a source other

than Disclosing Party, provided that Recipient does not know that such source is bound by confidentiality obligations to Disclosing Party.

3. Each party agrees to exercise reasonable care to protect and prevent unauthorized disclosure of the other party's Confidential Information. Recipient may disclose Disclosing Party's Confidential Information to any of its affiliates, officers, directors, employees, agents or representatives (collectively "Agents") who have a need to know such information in connection with the Transaction, provided that Recipient advises each such Agent of the requirements to maintain the confidential nature of the Confidential Information. Except as expressly authorized in writing by Disclosing Party, Recipient of such Confidential Information will not, and will not permit any of its Agents to, directly or indirectly, (a) report, publish, distribute, disclose, or otherwise disseminate the Confidential Information, or any portion thereof, to any third party or (b) use the other party's Confidential Information, or any portion thereof, for its own benefit or for the benefit of any of its Agents or any third party for any purpose (except as necessary for purposes of participating in or supporting the Transaction). Recipient acknowledges and agrees that it will be responsible for any breach of this Agreement by any of its Agents and agrees, at Recipient's sole expense, to take reasonable measures to restrain Recipient's Agents from prohibited or unauthorized disclosure or use of the Confidential Information.
4. Nothing in this Agreement shall prevent disclosures pursuant to a court order, subpoena, or other requirement of any governmental or regulatory authority, provided that Recipient promptly notifies Disclosing Party in writing (to the extent legally permissible) of any such order or requirement and cooperates, at Disclosing Party's expense, in an effort to obtain a protective order from the issuing court or governmental or regulatory authority limiting disclosure and use of the information. If Disclosing Party does not timely obtain such protective order or if Disclosing Party consents to the Confidential Information being released, then Recipient may provide only the Confidential Information that is legally required to be disclosed.
5. Nothing in this Agreement precludes Recipient from disclosing any Confidential Information relating to Disclosing Party or the Transaction to the extent that the disclosure is made in any suit, action or proceeding (whether in law or in equity or pursuant to arbitration) involving the Transaction for the purpose of defending itself, reducing its liability or protecting or exercising any of its claims, rights, remedies or interests under or in connection with the Transaction.
6. The parties agree that impermissible disclosure or use of Confidential Information or other breach or violation of any of the provisions of this Agreement may cause irreparable harm to Disclosing Party and that remedies at law may be inadequate to protect against breach of this Agreement. The parties hereby agree in advance that Disclosing Party shall have the right, in addition to all other available remedies, to seek injunctive relief without proof of actual damages in order to prevent such acts, attempts and violations. Nothing herein shall prevent either party from competing in good faith for the business of any customer or customers, provided it does not use for such purpose any Confidential Information of the other party obtained in connection with the Transaction.
7. Each party understands and agrees that its access to and use of Confidential Information of the other party is at the sole control and discretion of such other party and that this Agreement does not establish any rights to continued access to or use of the Confidential Information furnished by the other party. Upon request of Disclosing Party, Recipient shall return or destroy all Confidential Information of Disclosing Party which is in its possession or subject to its control, except for archival and backup copies that are not readily available for use and business records required by law to be retained, which Recipient will continue to treat as confidential pursuant to the terms of this

Agreement. Additionally, upon request, such destruction of information shall be certified in writing to Disclosing Party by an authorized official of Recipient.

8. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other.
9. It is understood and agreed that any failure or delay in exercising any right granted in this Agreement shall not operate as a waiver of the right, nor shall any single or partial exercise of any right preclude any other or further exercise of the right or the exercise of any other right granted in this Agreement.
10. If any provision of this Agreement shall be finally determined to be invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect. With respect to any such provision so determined to be invalid or unenforceable, any court with jurisdiction over the parties and subject matter hereof shall have all necessary authority to rewrite such provision in order to provide for the enforceability thereof to the maximum extent permissible under law, and the parties hereto agree to abide by such court's determination.
11. The confidentiality obligations set out in this Agreement shall survive the termination of the business relationship between the parties and the termination of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have caused this Agreement to be executed, effective as of the Effective Date set forth above.

**Company**

**SLIC**

Signatures: \_\_\_\_\_

Signatures: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SPECIMEN OF INTEGRITY PACT**

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

Full name of the Company (The Company) hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from State Life Insurance Corporation of Pakistan (SLIC) or any administrative subdivision or agency thereof or any other entity owned or controlled by it SLIC through any corrupt business practice.

Without limiting the generality of the foregoing, the 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, 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 SLIC, except that which has been expressly declared pursuant hereto.

The 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 the transaction with SLIC and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The 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 right and remedies available to SLIC under any law, contract or other instrument, be voidable at the option of SLIC.

Not with standing any rights and remedies exercised by SLIC in this regard, the Company agrees to indemnify SLIC for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to SLIC in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by the Firm 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 SLIC.

\_\_\_\_\_  
[Client/SLIC]

\_\_\_\_\_  
[Bidder/Company]

**PROPOSAL SECURING DECLARATION**

Date:

Proposal/Tender No:

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Procuring Agency for the period of time as determined by the Authority if we are in breach of our obligation(s) under the Proposal conditions, because we:

- (a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;
- (b) Disagreement to arithmetical correction made to the Proposal price; or
- (c) having been notified of the acceptance of our Proposal by the Procuring Agency during the period of Proposal 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 SRFP Documents.

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

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

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

Duly authorized to sign the Proposal for and on behalf of: *[insert complete name of Service Provider]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*  
Corporate Seal (where appropriate)