

Principal Office State Life Building No.9 Dr. Ziauddin Ahmed Road Karachi -75530

Phone: 9202800-9 Lines Fax No. 92-91-9202845 UAN No. 111-111-888

Date: 31-05-2019

TENDER NOTICE No. NGO/H&AI/21-2019

Hiring Services of NON-GOVERNMENT ORGANIZATION (NGO) for Health Card Distribution and Awareness Campaign.

State Life Insurance Corporation of Pakistan intend to hire the services of reputed and experienced Non-Governmental Organization (hereinafter called "NGO") for health card distribution and awareness campaign in selected districts of Pakistan.

In this regards sealed Technical and financial bids are invited in accordance with PPRA rules under "Single Stage – Two Envelopes Procedure" from NGOs, having relevant experience of at least 5 years, registered with Income Tax /Sales Tax Department, having own offices and phone /Fax numbers.

,	S#	Description of the job.	Tender Fee (Rs.)	Tender Enquiry No.	Closing date and time for Submission of Bids	Date and Time of Opening of Technical Bids
	1	Hiring Services of NON-GOVERNMENT ORGANIZATION (NGO) for Health Card Distribution and Awareness Campaign.	1000/-	NGO/H&AI/21- 2019	20-06-2019 till 11:00 a.m.	20-06-2019 at 11:30 a.m.

The NGOs are also required to furnish along with their application for issuance of Bidding Documents, the following information/ documentary evidence;

- i. Written request/ application on company letter head along with company profile.
- ii. Copy of valid registration certificate as an NGO from Government department.
- iii. Copy of Income Tax and Sales Tax Registration Certificate.

Bid document with complete specifications can be obtained at a cost of Rs.1,000/= (non-refundable) in the shape of pay order/ bank Draft in favour of State Life Insurance Corporation of Pakistan, from the office of undersigned during working days (Monday to Friday) from 9:00 am to 5:30 pm. During Ramazan (Monday to Thursday) from 9:00 a.m to 2:00 pm. and on Friday 9:00 am to 12:00 noon. Other details of the tender may be seen in the tender / bid document. Last date for submission of bids is 20-06-2019 until 11.00 a.m. Technical bids will be opened on same day at 11:30 a.m. in the office of the undersigned, in the presence of bidders or their representatives, who like to be present at the occasion.

No tender will be entertained without bid security.

State Life reserves the right to accept/reject all the proposals of the respondents in accordance with PPRA rules.

In-charge

(General Services)
Principal Office,
State Life Insurance Corporation,
2nd Floor, State Life Building No. 09,
Dr. Zia Uddin Ahmed Road,
Karachi
Phone No. 021-99204521

REQUEST FOR PROPOSAL

FOR HIRING OF SERVICES

OF NON-GOVERNMENTAL ORGANIZATIONS (NGOS)

FOR HEALTH CARD DISTRIBUTION AND AWARENESS DISSEMINATION

STATE LIFE INSURANCE CORPORATION OF PAKISTAN

UNDER SEHAT SAHULAT PROGRAMME, GOVERNMENT OF PAKISTAN

Name of the Respondent:		
Address for Correspondence:		
T. I I N.		
Telephone No.		
Fax No.		
Email.		

Departmental Head-GS, State Life Insurance Corporation of Pakistan, Principal Office, 2nd floor, State Life Building No. 9 Dr. Ziauddin Ahmed Road, Karachi.

Phone: 021-99204521

FOR HEALTH CARD DISTRIBUTION AND AWARENESS DISSEMINATION

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SECTION I: INVITATION FOR PROPOSALS

State Life Insurance Corporation of Pakistan invites proposals for hiring of services of reputed and experienced Non-Governmental Organizations (hereinafter called "NGOs") to undertake health card distribution and dissemination of awareness of the program to targeted families.

- 1. State Life reserves the rights to prioritize, include or exclude the designated District(s) under the scheme attached at **Appendix B**
- 2. The NGO will be selected through Single stage two envelop procedure as prescribed under Rule 36 (b) of Public Procurement Rules (PPRA 2004) and would conform to procedure described in this RFP.
- 3. The Request for Proposal (RFP) includes the following documents:
 - a. Section I: Invitation for proposals (IFP)
 - b. Section II: Instructions to Respondents (ITR)
 - c. Section III: General Conditions of Contract (GCC)
 - d. Section IV: Scope of Work (SOW)
 - e. Section V: Proposals formats
- 4. Proposals can be submitted as per schedule listed in section I clause 6.
- 5. Competent Authority reserves the right to reject all bids or proposal any time prior to the acceptance of a bid or proposal as per PPRA rules.

6. Tender Schedule:

A	Last Date &Time For Submission Of Proposal (Technical & Financial)	As per Tender Notice
В	Date Of Opening Of Technical Proposal Of Respondents	As per Tender Notice

Address for submitting, clarification and opening of proposals: Departmental Head-GS, State Life Insurance Corporation of Pakistan, Principal Office 2nd floor, State Life Building No. 9 Dr. Ziauddin Ahmed Road, Karachi. Phone: 021-9920452 Email irfan.sana@gmail.com

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SECTION II: INSTRUCTIONS TO RESPONDENTS

1. **DEFINITIONS**

Unless the context otherwise requires, the following terms whenever used in this RFP and contract have the following meanings:

- a. "Applicable Law" means the laws and any other instruments having the force of law in "Islamic Republic of Pakistan".
- b. "Proposals" means the Technical & Financial Proposals submitted by respondents in response to this RFP issued by State Life for Hiring of Services of NGOs.
- c. "State Life" means State Life Insurance Corporation of Pakistan.
- d. "Competent Authority" means the Chairperson/ Chairman State Life.
- e. "Committee" means committee constituted by State Life for evaluation of technical and financial proposals.
- f. "NGOs" means such legal entities which have the capacity, knowledge, experience and the capability to provide specialized support in health card distribution & disseminating awareness regarding health insurance scheme in the designated districts.
- g. "Contract Price" means the price payable to the NGO hired by State Life under the agreement for the complete and proper performance of its contractual obligations.
- h. "Agreement" means the agreement signed by the parties along with the entire documentation specified in this RFP.
- i. "Day" means Calendar day.
- j. "Effective date" means the date on which the agreement comes into force and effect.
- k. "GCA" mean General Conditions of Agreement, specified in Section III of RFP.
- 1. "ITR" means Instructions to Respondents, specified in Section II of RFP.
- m. "IFP" means Invitation for proposals, specified in Section I of RFP.
- n. "Government" means the Government of Pakistan.
- o. "Member" means any of the entities that make up the joint venture / consortium / association, in relation to responding to this RFP.

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- p. "Personnel" means professional and support staff provided by the NGO and assigned to perform services to execute an assignment and any part thereof in pursuance of the agreement.
- q. "Respondent" means any NGO that has placed an offer/ proposal for performance of services sought in this RFP.
- r. "SOW" means Scope of Work for the Respondents, specified in Section IV of RFP
- s. "Services" means the work to be performed by the NGO pursuant to the agreement to be signed by the parties in pursuance of any specific assignment awarded to them by State Life.

2. Introduction

State Life is undertaking different health insurance schemes for provision of Hospitalization facilities to the targeted segments of population of the designated districts mentioned at Para 1 of Section I. These families will receive inpatient health care facilities in the designated public and private hospitals of the districts. The primary task of the NGOs would be the distribution of the health cards along with printed material and spreading awareness among the card holders regarding acquisition of health care facilities for admitted in the hospital.

3. CONFLICT OF INTEREST

State Life requires NGO to provide professional, objective and impartial advice and at all times hold its interests paramount, strictly avoid conflicts with other assignments / jobs or their own corporate interests and act without any consideration for future work. The NGO should abide by all conditions listed in this RFP.

4. VALIDITY OF PROPOSALS

Proposals shall remain valid for a period of 180 (One hundred and eighty) days after the date of proposal opening prescribed in RFP. A proposal valid for shorter period may be rejected as non-responsive. State Life may solicit the Respondents' consent to an extension of proposal validity (but without modification in proposals).

5. RIGHT TO ACCEPT / REJECT PROPOSAL

State Life reserves the right to accept or reject any proposal, and to annul the proposal process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Respondent(s) or any obligation to inform the affected Respondent(s) of the grounds for such decision as per PPRA rules.

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6. Fraud and Corruption

State Life requires that NGO hired through this RFP must observe the highest standards of ethics during the performance and execution of such agreement. In pursuance of this policy, State Life defines, for the purposes of this provision, the terms as follows:

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of State Life by any personnel of Respondent in contract execution.
- ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence procurement process or the execution of a contract, to State Life, and includes collusive practice among Respondents (prior to or after proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive State Life of the benefits of free and open competition;
- iii. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work in Section IV.
- iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

State Life would

- i. Reject a proposal for award, if it determines that the Respondent recommended for award, has been engaged in practices listed at 6(i) to 6(iv) above.
- ii. Declare a NGO ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the firm has engaged in corrupt, fraudulent and unfair trade practice in competing for or in executing, the agreement.

7. CLARIFICATIONS AND AMENDMENTS OF RFP DOCUMENT

7.1. RFP CLARIFICATIONS

During technical evaluation of the proposals, State Life may, at its discretion, ask Respondents for clarifications on their proposal. The Respondents are required to respond within the time frame prescribed by State Life.

7.2. AMENDMENTS IN RFP

At any time prior to deadline for submission of proposal, State Life may for any reason, modify the RFP. The prospective Respondents having received the RFP shall

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be notified of the amendments through email/mail and such amendments shall be binding on them.

8. PROCESS FOR HIRING OF SERVICES

This enquiry is in the nature of Request for proposal (RFP) intended to result in the hiring of Services of NGOs. The responses received pursuant to this RFP will be evaluated as per the criteria specified in this document and the qualified respondent(s) would sign an agreement with State Life which would specify the assignment that the selected respondent(s) is expected to perform. Evaluation of the proposals shall be carried out in two stages, first the technical and then the financial.

The technical and financial proposals shall be submitted at the same time, any proposal or part of proposal received after the closing time for submission of proposals shall be returned unopened. No amendment to the technical or financial proposal shall be accepted after the dead line.

At first the technical proposals will be opened and evaluated in conformity with the provisions of the RFP. The financial proposals shall remain sealed until they are opened publicly.

The Evaluation Committee shall not have access to the financial proposals until the technical evaluation is concluded. Financial proposals shall be opened only thereafter. The evaluation shall be carried out in full conformity with the provisions of the evaluation criteria enunciated in the RFP.

After the evaluation of the technical proposal is completed, State Life shall notify those respondents whose proposal did not meet the minimum qualifying marks or were considered nonresponsive to the RFP indicating that their financial proposals will be returned unopened after completion of the selection process.

The respondents who qualify on the basis of technical evaluation would be informed about the date and time of opening of their financial proposals through letter, Fax or Email as communicated by the Respondent in their proposals.

After rejecting the offers securing less than the minimum qualifying marks in the technical proposal, the financial proposals of the qualifying NGOs shall be opened.

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9. ELIGIBILITY CRITERIA FOR NGO (MANDATORY)

NGOs applying for being selected under the RFP must fulfill the following eligibility criteria: :

- I. NGO blacklisted by any ministry/department of Govt/Provincial/Federal Govt, FIA/NAB or convicted by court shall not be eligible. NGO also should not have defaulted either in works or in financial progress in any of their works with the Government departments or agencies. NGO also should not be in litigation with State Life. An Affidavit to be submitted on Rs.50 stamp paper
- II. Having minimum experience of five (5) years in similar nature of Job.
- III. Having undertaken atleast one project of similar nature in the district or adjoining area of the district for which bid is submitted.
- IV. NGO should have audited financial statement for the last three years from reputable audit firms which have satisfactory QCR ratings by ICAP/ SBP approved auditor.
- V. Average annual turnover (total income) in preceding 3 years should be atleast Rs. 30 million
- VI. Average working capital during last three years (Current Assets Current Liabilities) should atleast Rs.4 million.
- VII. Reference letter/ Job Completion certificate of any three project out of last five projects. (Attach Copy)
- VIII. Eligible entities should be registered by any one of the following authorities (Please attach Valid registration Certificate).
 - i) Securities and Exchange Commission of Pakistan under Section 42 of the Companies Ordinance, 1984
 - ii) Provincial/District Social Welfare Department
 - iii) Provincial/ district Registrar of Firms
 - iv) Register under Trust Act 1882
 - IX. NGO should be income tax filer.
 - X. NGO must have secured qualification marks in Technical Evaluation as described in Section II Para 19.1.

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10. **DISQUALIFICATIONS**

State Life through its committees may at its sole discretion and at any time during the evaluation of proposal, disqualify any Respondent, if the Respondent has:

- i. Submitted the proposal documents after the deadline.
- ii. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- iii. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project.
- iv. Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- v. Failed to provide clarifications related thereto, when sought.
- vi. Declared ineligible by the Federal or Provincial Govt for corrupt and fraudulent practices or blacklisted by FIA/NAB or convicted by courts.
- vii. Submitted a proposal with price adjustment / variation provision.
- viii. Not fulfill any mandatory eligibility condition as mentioned in clause 9.

11. **REQUEST FOR PROPOSAL**

The Respondent is expected to examine all the instructions, guidelines, terms and conditions and formats in the RFP. Failure to furnish all the necessary information as required by the RFP on submission of a proposal not substantially responsive to all the aspects of the RFP shall be at Respondent's own risk and may be liable for rejection. When Respondents receive the RFP, and if they can meet the requirements of the RFP and the commercial and contractual conditions, they should make arrangements necessary to prepare a responsive proposal (for example, visiting the area, collecting relevant information, documentation, setting up the preparation team etc.).

If the Respondents find in the RFP documents - especially in the selection procedure and evaluation criteria – any ambiguity, omission or internal contradiction, or any feature that is unclear or that appears discriminatory or restrictive, they should seek clarification from State Life well in advance. However, no relaxation or exemption shall be provided to the respondent on any term or condition of the RFP for reasons of non-receipt of any clarification.

Respondents should ensure that they submit a fully responsive proposal including all the supporting documents requested in the RFP. It is essential to ensure accuracy in the curricula vitae of **key staff** submitted with the proposals. The curricula vitae shall be signed.(Specimen Performa at Tech 4 b).

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Once proposals are received and opened, respondents shall not be permitted to change the proposal.

Non-compliance with Eligibility criteria for NGO will result in rejection of the proposal.

12. PRE PROPOSAL QUERIES

The prospective Respondent, requiring any clarification on RFP may contact State Life and seek required clarification. However, no relaxation or exemption shall be provided to the respondent on any term or condition of the RFP for reasons of non-receipt of any clarification.

13. PREPARATION OF PROPOSAL

The Respondent shall comply with the following during preparation of the proposal:

- i. The proposal and all associated correspondence shall be written in English and shall conform to the prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the proposal.
- ii. The proposal shall be typed or written in indelible ink and shall be signed by the Respondent or duly authorized person(s) to bind the Respondent to the contract. The letter of authorization or written power of attorney shall accompany the proposal.
- iii. In addition to the identification, the covering letter (Tech 1) shall indicate the name and address of the Respondent to enable the proposal to be returned in case it is declared late, and for any other matching purposes.
- iv. Proposals received by fax or email shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above received prior to the closing time and date of the proposals shall be taken as valid.
- v. Respondents are not permitted to modify, substitute, or withdraw proposals after its submission.
- vi. All the pages of the proposals should be initialed by the authorized person(s) and should conform strictly to the formats and procedures laid down in this RFP.
- vii. Technical and financial proposals should be submitted in saperate envelops and set has to be prepared as:
 - a) Technical and financial proposals shall be prepared and each to be put in a separate envelope.
 - b) There shall be following title on each envelope containing the technical and financial proposals HIRING OF SERVICES of Non-Governmental

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Organizations (NGOs) For Health Card Distribution and Awareness Dissemination

c) Both the envelopes prepared above shall then be put in another big envelope which shall have the following title marked on it - HIRING OF SERVICES of Non-Governmental Organizations (NGOs) For Health Card Distribution and Awareness Dissemination

All envelopes mentioned above should also have the name and contact details of the respondent clearly mentioned on them on the reverse side. This shall facilitate return of envelopes to the respondent, if required, as per RFP.

14. SUBMISSION OF PROPOSALS

Respondent shall submit responses (referred to as 'Proposals' herein) to the contact person mentioned in **Clause 7 of Section I** as per the procedure specified in this RFP. The list of documents to be submitted as part of proposals is provided in **Clause 16 Section II**.

15. DEADLINE FOR SUBMISSION OF PROPOSALS

Proposals from Respondents, completed in all respects must be received by State Life at the address specified in **Section I Clause 7 as per schedule listed in Section I Clause 6.**

16. LIST OF DOCUMENTS SUBMITTED AS PART OF PROPOSAL

16.1. TECHNICAL PROPOSAL

All the submitted forms must be arranged in ascending order:

- 1. General information about the respondent as specified and required in **Tech 2**, and in various related clauses of the RFP (whichever is applicable).
- 2. Financial Strength of the organization in **Tech -3**
- 3. Summary of relevant project/work experience in **Tech –4**
- 4. Technical proposal of respondent for the SOW in **Tech -5**
- 5. Suggestions of improvement of enrolment process **Tech-6**
- 6. Any other supporting information and documents that are relevant to the technical proposal and are required to be submitted as per various clauses of this RFP.

All the above papers should be duly signed by the authorized signatory.

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16.2. FINANCIAL PROPOSAL

- 1. The financial proposal will be filled in **Fin 1** separately.
- 2. All rates will be quoted in Pakistan Rupee (rounded to the rupee amount) in word and figure
- 3. The financial proposals should be in the form of a single figure **for each District** inclusive of all types of costs / taxes/ levies/ fees/ payments that are to be made by the respondent in pursuance of the assignment undertaken under the contract obligation of this RFP.
- 4. Tax exemption in any case would be subject to "Tax Exemption Certificate" issued by FBR, verifiable through online verification system of FBR, even if the NGO is based in and/or its area of operation is FATA/PATA.
- 5. In case of any discrepancy/confusion/ difference between the financial proposal quoted in figures and in words, the proposal mentioned in the form of words would be considered as final and would prevail.
- 6. In case of ambiguity on financial proposal being quoted in words, the proposal is liable to be rejected. The respondent should exercise due caution in preparing the financial proposals.

17. RECEIPT OF PROPOSALS

The proposals would be received at the address specified in **Section I Clause 7**. The proposals will be kept in safe custody till they are opened in presence of respondents who choose to be present as per the schedule listed in **Section I Clause 6**.

18. PROPOSAL OPENING

State Life will open all proposals including withdrawals and modifications, in public, in the presence of respondents/their authorized representatives who choose to attend, at the time, on the date and the place specified in RFP. Respondents/Representatives shall sign attendance as a proof.

19. EVALUATION OF PROPOSALS - FORMATION OF COMMITTEES

State Life will form Technical & Financial Evaluation Committee to evaluate the proposals.

i. During evaluation of technical proposals, the Committee, may, at its discretion, ask the Respondents for clarification of their proposals. However, such clarification would not effectuate any change in the substance of the proposal.

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- ii. After the technical evaluation the committee would make financial evaluation of those respondents who qualify on the basis of technical evaluation.
- iii. The committee would undertake the financial evaluation on the available proposal as it is and would not seek any clarification from the respondent

The process for evaluation of proposals is as given below:

19.1. EVALUATION OF TECHNICAL PROPOSAL

The committee will evaluate the technical proposals on the basis of given qualification parameters. The proposals meeting the qualification criteria shall be declared as technically responsive. After evaluations and approval of technical proposals, the financial proposals of technically accepted proposals shall be publically opened at a time, date, and venue to be communicated to the qualified bidders in advance.

Technical Points / Scoring

1. Average Annual Turn Over (Total Income) in Preceding three Years		
Between Rs.30 Million to Rs.100 Million	10	
More than Rs 100 Million	20	

2. Average Working Capital during last three years (Current Asset- Current Liabilities)		
Between Rs. 4 Million to Rs.10 Million	10	
More than Rs.10 Million	20	

3. Overall Experience	
5 to 10 Years	10
Above 10 years	20

4. Number of Projects (With Contract Value of 3 Million or More) during last 5 years.		
3 to 5 project	10	
Above 5 Projects	20	

5. Human Resources		
Project Manager with 5 Years of Experience	Yes = 5	No = 0
Communication Expert with 5 Years of relevant Experience	Yes = 5	No = 0
IT Technician with 5 Years of relevant Experience	Yes = 5	No = 0
Data Analyst (Have expertise MS Excel, and 5 year of experience)	Yes = 5	No = 0

Total Points = 100 Minimum Qualification Points = 60 (50% marks in each category is compulsory)

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19.2. EVALUATION AND SCORING OF FINANCIAL PROPOSAL

Evaluation of the financial proposals submitted by respondents whose technical proposals have been qualified for the assignment shall be done in accordance to the following process:

- **Step 1:** All the eligible financial proposals would be opened and scrutinized for any anomaly or discrepancy which may lead to the proposal being non-responsive as per the terms and conditions cited in the RFP for the assignment.
- **Step 2:** All financial proposal found to be in order shall be enlisted in the prescribed Financial Evaluation sheet.
- **Step 3:** The lowest evaluated financial proposal will be treated as qualified for entering into an agreement for the assignment after negotiations.

20. NEGOTIATIONS

Negotiations will be held at the date and address determined by the State Life. Failure in satisfying the requirements of the State Life with selected respondent may result in rejection of bid Representatives conducting negotiations on behalf of the respondents must have written authority to negotiate and conclude an Agreement.

Negotiations will include a discussion of the Technical Proposal and the agreement.

20.1. CONCLUSION OF THE NEGOTIATIONS

Negotiations will conclude with a review of the draft Agreement. To complete the negotiations, State Life and the NGO will initial the final Agreement.

After completing negotiations, State Life shall enter into the agreement with selected NGO.

The NGO is expected to commence the assignment on the date agreed in negotiations

State Life will sign the agreement on the agreed format. After signing of the agreement, no variation in or modification of the terms of the agreement shall be made except by written amendment signed by both the parties. A draft agreement is available at Appendix 'A'.

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21. EARNEST MONEY DEPOSIT, SECURITY DEPOSIT AND BANK GUARANTEE

Earnest Money Deposit of 2% of the value of bid would be furnished by the respondent separately for each District in form of Pay Order/Demand Draft in favor of "STATE LIFE INSURNACE CORPORATION OF PAKISTAN". This amount will be retained till the completion of project or refunded if the Respondent is not finally selected. In case selected NGO fails to sign an agreement with State Life then the earnest money shall be forfeited and NGO shall be blacklisted.

22. CONFIDENTIALITY

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any Respondents or any other person not officially concerned with such process until the selection process is over. The undue use by any Respondent of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of State Life, the Respondent and the personnel shall not at any time communicate to any person or entity any confidential information acquired during the course of the agreement.

All data supplied and gathered during the project period is the sole property of State Life. Upon the completion of the project, all software, data supplied and collected must be permanently deleted. Any usage of this data in any way is a violation of the project's terms and conditions.

All work products, including reports is the property of State Life, and may not be used in any manner except to fulfill the terms of this agreement.

23. OWNERSHIP OF DOCUMENTS PREPARED BY THE NGO

All plans, campaigns, advertising material, photographs, reports, database, software, protocols, strategies and other documents prepared by the NGO as part of the Sehat Sahulat Programme shall remain the sole property of State Life and the NGO shall not later upon termination or expiry of this agreement, deliver / share, if not already delivered / shared, all such plans, campaigns, advertising material, photographs, reports, database, software, protocols, strategies and other documents to the State Life , together with a detailed inventory thereof.

The NGO shall not use any of plans, campaigns, advertising material, photographs, reports, database, software, protocols, strategies and other documents for purposes unrelated to this Contract during its currency without the prior written approval of the State Life. A certificate to this effect shall be provided by the NGO whenever the State Life shall require.

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24. INTEGRITY PACT

Pursuant to Rule 7 of PPRA 2004, NGO undertakes to sign an integrity pact in accordance with prescribed format attached hereto at Section VI for all procurements exceeding Rs. 10.0 Million or any other limit prescribed by State Life.

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SECTION III: GENERAL CONDITIONS OF AGREEMENT

1. APPLICATION

These general conditions shall apply to the extent that provisions in other parts of the RFP/contract do not supersede them. For interpretation of any clause in the RFP or agreement, the interpretation of State Life shall be final and binding on the Respondents.

2. RELATIONSHIP BETWEEN THE PARTIES

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the 'State Life' and Respondent. The respondent subject to this agreement for hiring of services has complete charge of personnel and sub-respondent, if any, performing the services under the project. The respondents shall be fully responsible for the services performed by them or on their behalf hereunder as also for any liabilities arising out of their performance of services under this assignment.

3. STANDARDS OF PERFORMANCE

The respondent shall perform the services and carry out their obligations under the agreement with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The respondent shall always act in respect of any matter relating to this agreement faithfully to State Life. The Respondent shall always support and safeguard the legitimate interests of State Life, in any dealings with a third party. The Respondent shall abide by all the provisions / acts / rules prevalent in the country. The Respondent shall conform to the standards laid down in this RFP in totality.

4. DELIVERY AND DOCUMENTS

As per the time schedule agreed between the Parties for the work given to the hired Respondents, the Respondent shall submit all the deliverables on due date as per the delivery schedule. The Respondent shall not without the prior written consent of State Life disclose the data, software, contract, drawings, specifications, plan, pattern, samples, to any person other than an entity employed by State Life for the performance of the agreement. In case of termination of the agreement all the documents used by Respondent in the execution of project shall become property of State Life.

5. RESPONDENT PERSONNEL

The Respondent shall employ and provide such qualified and experienced personnel as may be required to perform the services under the specific project assigned by State Life and as has been stipulated in the RFP.

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The Respondent shall not change personnel as indicated by them in their proposal / agreement without the permission of State Life. In case of emergent and unavoidable circumstances, the replacement provided by the respondent should be equally competent and eligible as the outgoing personnel.

6. APPLICABLE LAW

Applicable Law means the laws and any other instruments having the force of law in Islamic Republic of Pakistan as they may be issued and be in force from time to time. The agreement shall be interpreted in accordance with the laws of the Federal Government & Provincial Government.

7. INTELLECTUAL PROPERTY RIGHTS

No services covered under the agreement shall be sold or disposed off by the Respondent in violation of any right whatsoever of any third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Respondent shall indemnify from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Respondent, State Life shall be defended in the defense of any proceedings which may be brought in that connection.

Similarly, the Respondent shall not violate any Intellectual Property Right (IPR), patent, trademark or any other such right of any third party during the performance of this assignment. The Respondent shall indemnify from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Respondent, State Life shall be defended in the defense of any proceedings which may be brought in that connection.

The IPRs related to this assignment will be held by State Life.

8. GOVERNING LANGUAGE

The agreement shall be written in English Language. English version of the agreement shall govern its interpretation.

9. SUB AGREEMENTS

The Respondent shall take prior permission of State Life in writing for all sub agreement awarded for execution of the Project, if not already specified in the proposal. Such notification in his original proposal or later, shall not relieve the Respondent from any liability or obligation under the agreement.

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10. ASSIGNMENTS

The Respondent shall not assign the project to any other agency, in whole or in part, to perform its obligation under the Agreement, without the prior written consent of State Life. Such consent shall however not relieve the Respondent from any liability or obligation under the agreement.

11. EFFECTIVENESS, PERIOD AND EXPIRATION OF AGREEMENT

The agreement shall come into force and effect on the date of State Life's notice to the NGO instructing the NGO to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the RFP and agreement have been met.

The period of agreement shall be 60 days from the date of effectiveness which can be extended by State Life if required. Unless extended or terminated earlier, the agreement shall expire on the date specified in the agreement.

12. PAYMENT

Payment shall be strictly based on the numbers of cards distributed & verified by Quality Assurance Mechanism formulated by State Life. The total cost of distribution of cards is calculated by multiplying the number of verified cards (in a district) with the bid cost per card per the contract.

(Please note that Rs.5 (five) per card will be deducted for all cards enrolled through CNIC image scan instead of biometric verification).

The payment schedule follows:

Payment Installment	At the End Of	Amount to Be Paid
1 st Installments	Upon completion of valid 30% enrollment	95% of distributed card after verification Less penalty amount (if any)
2 nd Installments	Upon completion of valid 70% enrollment	95% of distributed card after verification Less penalty amount (if any)
Final Installment	Within 30 days of finalization of enrolment process, verification, receipt of data, remaining cards and awareness material	Remaining amount Less imposed penalty (if any)

All Payments shall be made in Pakistani rupees only and in form of banker's check in favor of the NGO.

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13. PERFORMANCE ASSESSMENT

State Life will evaluation the work of NGO and assess the progress and achievement of NGO against the deliverables specified in the scope of work (SOW) Section IV.

14. LIQUIDATED DAMAGES

If any of the services performed by the Respondent fail to conform to the specifications of the assignment or in the event of the failure of the assignment due to indifferent, non-supportive attitude of the Respondent and State Life decides to abort the agreement because of such failure, then a sum up to 50% of the value of the agreement shall be recovered as liquidated damages from the Respondent. In addition all the payments made for such service shall also be recovered. This shall be without prejudice to other remedies available under this RFP to State Life.

15. SUSPENSION

State Life may, by written notice to Respondent, suspend all payments to the Respondent hereunder if the Respondent fails to perform any of its obligations under this assignment including the carrying out of the services.

16. TERMINATION OF AGREEMENT

Under this agreement, State Life may, after giving seven days written notice, terminate the services of the Respondent in the following ways:

- 1. If the NGO fails to provide any or all of the services for which it has been contracted within the period (s) specified in the agreement, or within any
 - extension thereof if granted by State Life as the case may be, pursuant to condition of agreement, or
- 2. If the NGO fails to perform any other obligation (s) under the agreement
- 3. If the NGO in the judgment of State Life has engaged in corrupt or fraudulent practices in competing for or in executing the agreement
- 4. If the NGO found to be involved in or associated with any unethical/illegal or unlawful activities, the Agreement will be summarily suspended by State Life without any advance notice and thereafter may terminate the agreement after giving a show cause notice and considering its reply, if any, received within 5 days of the receipt of show cause notice.

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17. DISPUTE RESOLUTION AND GRIEVANCE REDRESSAL

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

- 1. In case, no settlement can be reached within ten (10) working days after receipt by one Party of the other Party's request for such amicable settlement, it may be submitted by either Party for settlement in accordance with the provisions of the , Arbitration Act, 1940 (Act No. X of 1940) and of the Rules made there-under and any statutory modifications thereto, with or without intervention of the court at Karachi
- 2. Services under the agreement shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the State Life shall be withheld on account of such proceedings.
- 3. The proceedings of arbitration shall be conducted in the English language.
- 4. The arbitration shall be held in Karachi, Sindh, Pakistan.

18. TAXES AND DUTIES

The Respondent shall fully familiarize themselves about the applicable domestic taxes (such as VAT, Sales Tax, Service Tax, Income Tax, duties, fees, levies etc.) on agreement amount payable by State Life under the agreement. The Respondent, sub Respondent and personnel shall pay such domestic tax, duties, fees, other impositions and taxes (Federal or Provincial) wherever applicable levied under the applicable law. Tax exemption in any case would be subject to "Tax Exemption Certificate" issued by FBR, verifiable through online verification system of FBR, even if the NGO is based in and/or its area of operation is FATA/PATA.

19. LEGAL JURISDICTION

All legal disputes between the parties shall be subject to the jurisdiction of the Courts in which the Principal Office of State Life is located.

20. NOTICE

Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Agreement or specific conditions mentioned in the RFP are met with regard to delivery of such notice, request or consent.

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SECTION IV: SCOPE OF WORK (SOW)

1. BACKGROUND

This section details the scope of work for the NGO hired to provide services, especially: health card distribution and community awareness, activities in selected districts under the area as specified in this RFP.

2. ABOUT THE PROJECT

State Life is implementing several projects providing health insurance to selected populations in designated districts. The families will receive inpatient health care services in selected hospitals for a prescribed benefit package.

The primary tasks of the NGOs are the distribution of the health cards along with printed material and spreading awareness among the card holders regarding the program benefit and features.

3. GOAL

To effectively mobilize and equip community to:

- a. Distribute the cards/printed material to the families (enrolment) using different approaches, including: establishment of static BEC (Beneficiary Enrollment Center) and mobile teams for door to door enrollment
- b. To spread awareness regarding program features and benefits, and how to use the health card for receiving healthcare in the empaneled hospitals.

4. Role of NGO

The NGO will perform the role of a community development needs expert with the following challenges:

- iv. Create and implement grassroots awareness campaigns to materially increase awareness of the program and its key features
- v. Mobilize families through local level enrollment drives
- vi. Facilitate beneficiaries for complete electronic enrolment in the program, including updating of current data (contact number, completion of family trees.)
- vii. Door to door enrolment

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- viii. Provide advice to beneficiary seeking to avail of benefits covered under the scheme and facilitating their access to such services as needed.
- ix. Provide publicity in the catchment areas
- x. Provide assistance for any complaints during enrollment
- xi. Provide any other service as may be mutually agreed between State Life and the NGO.

5. ENROLMENT REQUIREMENT (SCOPE OF WORK)

NGO will follow the mandated standard enrollment methodology to carry out activities.

5.1. Pre-enrolment

The on-ground NGO will use specific area/cultural specific tools to mobilize beneficiaries, including:

- xii. Forward campaign to disseminate material (e.g. posters, flyers, banners, mobile units, radio messaging etc.), including the use of local councilors, civic leaders, religious leaders, nazims and other influencers etc. The campaign material will include the program toll free number to enable beneficiaries to contact State Life for information.
 - xiii. Schedule of dates and location of Beneficiary Enrolment Centre (BEC) throughout the district will be posted at each local area at selected prominent locations (e.g. schools, hospitals, mosques, hujra/bethak/havelli)
 - xiv. Use of indigenous media channels (e.g. mosques, loudspeakers and opinion leaders influence, drumbeat messaging)

5.2. ENROLMENT

ESTABLISHMENT OF BENEFICIARY ENROLMENT CENTRE

- xv. Each district will have at least one permanent BEC which will remain open at the location throughout the enrolment period.
- xvi. Regular BEC's will be deployed at the Tehsil/ UC level as per a prescribed schedule/enrollment plan duly approved by State Life.
- xvii. Mobile BECs will be deployed at Tehsil level as per specification given by State Life
- xviii. Mobile teams will be deployed for door to door enrollment as per specification given by State Life.

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SPECIFICATION OF BENEFICIARY ENROLMENT CENTRE:

General Specifications:

- xix. Each BEC should have covered area of at least 300 sqft. The NGO will arrange three side covered tents in case of unavailability of BEC at indoor facility.
- xx. The BEC must remain operational from 9.00 am to 5.00 pm on working days. Any change in schedule must be communicate and approved by State Life.
- xxi. Each BEC must have two counters solely for the data entry of beneficiaries. State Life may instruct NGO to increase the number of counters at any specified BEC, based on public demand to manage crowds.
- xxii. Each counter will be equipped with a laptop, a biometric machine, a scanner and an internet connection, exceeding the minimum specification for each required item.
- xxiii. There will be an uninterrupted power supply (UPS) source to the counters. NGO through its own resources will arrange the power supply to BEC throughout the BEC operating time.

Awareness Material at BEC:

xxiv. Each BEC should have

- a) Properly arrange cards for fast disbursement of cards to beneficiaries
- b) Adequate number of envelops, brochures and hospital lists.
- c) NGO will arrange the following branding material for each BEC with attached specifications:

XXV.

Item	Min Specifications	Min Qty
Welcome banner (flex) of approved design	15x6 ft	2
Supporting banners (flex) of approved design	6x4 ft	10
Posters of approved design to be posted in surrounding area	1x1.5ft	50
Brochure (banner flex)	6x6 ft	2
Hospital list (banner flex)	4x6 ft	2
Multimedia speakers for awareness (recorded messages in local and Urdu	Atleast 50 watts	1

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language will be prepared by NGO and	
approved by State Life)	

Toll Free Number of State Life must be visibly displayed on each of banners.

NGO will be bound to maintain the said prescribed quantity of branding material at each BEC during the project period and must plan to replace missing items (e.g. theft, tearing). NGO will not be exempted from displaying branding material at any circumstances.

MINIMUM MANPOWER AT EACH BEC:

Each BEC should have at least:

- 1. 2 x Data entry operators
- 2. 1 x personnel for awareness
- 3. 1 x (card sorter / facilitator)
- 4. 1 x personnel (complaint handling/facilitator)
- 5. 1 x BEC Supervisor

THE BEC HAS THE FOLLOWING SETUP:

- 6. Counter 1: Identification.
 - a. The counter must have a desktop/laptop with a CNIC card scanner and biometric scanner. State Life will supply software for enrollment. At the initial forwarding campaign, each beneficiary will be informed to bring the ID cards of their head of families.
 - b. In case, there is no NADRA connectivity, each beneficiary will present a CNIC of the family head. The CNIC is scanned and stored in the HMIS for verification purposes via the software. A biometric thumb impression is taken for family member who received the card. The impression is validated against the NADRA database (for adults) in real time. The biometric information is used for validation purposes at enrolment center. The NGO will be responsible for the procurement of the fingerprint scanner. Specifications will be shared by NGO with State Life at pre-bid conference. The NGO will be responsible for providing mobile internet connectivity where available.
 - c. If an individual is not matched in the database but believe they are eligible, they are forwarded to the complaint desk.
- 7. Counter 2: Data validation
 - a. In the event the beneficiary's information has changed (as the BISP data is old):

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- b. The beneficiary's contact data (address, phone number) is validated. If the beneficiary contact data does not match the HMIS dataset, the information is updated at the respected BEC by editing the software data.
- c. If the beneficiary's family structure has changed (e.g. births, marriages) the beneficiary will provide original NADRA documentation to be enrolled to the program and the change will be entered.
- d. If the beneficiary is unable to provide NADRA documentation they are directed to NADRA for registration. The change is entered on a provisional basis in the system.

8. Counter 3: Card Distribution

a. After the family has been validated, the health card and brochure highlighting the program specifics and benefits will be distributed to the family head/family member.

9. Counter 4: Complaints Related to Enrollment

- a. Feedback will be solicited from beneficiaries to improve the enrolment process.
- b. Complaints can be filed.
- c. Individuals who believe they are eligible to be in the program but are not in the dataset will be facilitated.

10. Facilities for Beneficiaries:

Following facilities must be available at each BEC to properly facilitate the beneficiaries:

- a. Seating capacity for at least twenty-five (25 persons)
- b. Clean water arrangement for beneficiaries
- c. Airy environment esp. during hot weather

In case, BEC doesn't have above mentioned facilities, State Life may direct the NGO for arranging an alternate location of BEC conforming minimum standard of facilities for beneficiaries.

DISTRIBUTION OF CARDS TO BENEFICIARIES WHO DO NOT VISIT BEC

Members who do not visit the local BEC must be encouraged to enroll in the program. The NGOs are encouraged to present strategies in their proposal to enroll such members in Tech 5.

MOBILE BEC

NGO will deploy at least one mobile BEC per tehsil throughout enrollment period in each district. Mobile BEC staff must be independent of static BEC staff.

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NGO will use van / Suzuki's pick-ups as mobile enrollment and awareness unit. Each vehicle will be equipped with following:

- 1.) Banners (front, sideways and rear of vehicle)
- 2.) Speaker of at least 50w for announcements and awareness voices
- 3.) Cards, envelopes, brochures, posters and list of hospitals.
- 4.) Laptops, scanner, biometric and internet

The mobile van should have at least following team:

- 1.) Data entry operator x 1
- 2.) Support / facilitator x 1
- 3.) Awareness personnel x 1

MOBILE TEAMS

NGO will deploy mobile teams during enrollment to maximize enrollment in given district. The mobile team staff will be independent of BEC staff.

Each mobile team should have following:

- 1.) Motorized vehicle
- 2.) Two personnel (communication & data entry)
- 3.) Laptop, scanner, biometric, internet and power supply
- 4.) Cards (properly sorted), brochures, envelops and list of hospitals

State Life reserves the right to inspect any static BEC, mobile BEC or mobile team during enrollment.

6. DATA ENTRY

One of the key responsibilities of NGO is to ensure correct beneficiary data is entered in the enrollment system. The NGO is responsible for accurately entering the complete family data of each beneficiary, including entering the current contact numbers.

It is reiterated that capturing current contact number of beneficiary's family member is mandatory.

The family member receiving the card must have their biometric verified or original CNIC scanned during the enrollment process. Without this, the family is considered not enrolled; nor will they receive any services, nor will the NGO be paid for this family.

NGO must provide the summary of distributed cards on daily basis to the State Life in the formats prescribed by State Life (Schedule I).

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Entering inaccurate data of any kind in the system is a serious violation of the contract may result in declaration of NGO work as poor and imposition of financial penalties. This may include but is not limited to: false information, not updating the complete family tree, not adding new family members, not entering contact numbers.

MONITORING

The NGO is responsible for the behavior and service level for all staff working on behalf of the NGO either directly or indirectly. The NGO is responsible to monitor the quality of the data entry. When possible, biometric verification must be used to ensure the identification of the beneficiary, when this is not possible, a scan of the CNIC is taken. The NGO is responsible to verify and ensure the quality of the scan (not blurred, the right card).

DATA SYNCHRONIZATION

The enrollment data must be synchronized with the main server via the internet at the end of each day for each offline laptop. Each laptop must be connected via the internet with a minimum 1 MB connection. Not synchronizing the data is a serious breach of contract that may result in a penalty.

DATA BACKUP

The NGO is responsible to make incremental daily backup of the enrollment software database for each laptop in the field. Data loss is a serious contract violation. Under no circumstance will any payment be made for data that has not synchronized and was lost due to any reason at all. NGO would be responsible to provide backup of full dataset in a hard disk after completion of the enrollment activity.

7. PAYMENTS

Payment shall be strictly based on the numbers of cards distributed & verified by Quality Assurance Mechanism formulated by State Life. The total cost of distribution of cards is calculated by multiplying the number of verified cards (in a district) with the bid cost per card per the contract.

(Please note that Rs.5 (five) per card will be deducted for all cards enrolled through CNIC image scan instead of biometric verification).

The payment schedule follows:

Payment Installment	At the End Of	Amount to Be Paid
1 st Installment	Upon completion of valid 30% enrollment	95% of distributed card after verification Less penalty amount (if any)
2 nd Installment	Upon completion of valid 70% enrollment	95% of distributed card after verification Less penalty

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		amount (if any)
Final Installment	Within 30 days of finalization of enrolment process, verification, receipt of data, remaining cards and awareness material	Remaining amount Less imposed penalty (if any)

All Payments shall be made in Pakistani rupees only and in form of banker's check in favor of the NGO.

8. Performance Assessment / Penalties

If during execution of the assignment, any of the following problems are to be found, a penalty may be imposed by State Life.

Item	Penalty
BEC specification/mobile team/mobile BEC not matched with SOW:	A total of five warnings for whole district Deduction of enrollment charges of 500 cards upon 6th warning
	Deduction of enrollment charges of 1000 cards upon 7th warning
	Deduction of enrollment charges of 2,000 cards upon 8th warning
	Deduction of 1% contract value or enrollment charges of 5,000 cards whichever is greater upon 9th warning
	Deduction of 2% to 20% of contract value upon 10th warning
Contact Information of Beneficiaries	From the sample –
(State Life may random sample upto 1% of population to check contact numbers)	In case wrong or missing/wrong updation is found in 10% of cases, penalty equivalent to bid value of 1,000 enrollment penalty would be imposed.
	In case wrong or missing/wrong updation is found in 20% of cases, penalty of enrollment charge of 5,000 will be imposed
	In case wrong or missing updating is found in 30% of cases, penalty of 2% of contract value will be imposed

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Card Lost / Mishandled:	In case NGO lost or mishandled the health cards, penalty of printing and transportation of the missing card @ 50 per card would be imposed
Staff Less than minimum required:	A total of five warnings for whole district Deduction of enrollment charges of 500 cards upon 6thwarning
	Deduction of enrollment charges of 1,000 cards upon 7 th warning
	Deduction of enrollment charges of 2,000 cards upon 8 th warning
	Deduction of 1% contract value or enrollment charges of 5,000 cards whichever is greater upon 9 th warning
	Deduction of 20% contract value upon 10 th warning
Bribery in Card Distribution	In case NGO is found to be involved in taking money/cash/facilities/gifts/bribes in any format either cash or otherwise, in exchange of health cards, a penalty of 50% of contract value of the said district or termination of the contract or both
Wrong attachment of CNIC (State	From the sample –
Life may random sample up to 1% of population to check family tree updating)	In case, wrong attachment is found in data, it will be marked at invalid. NGO is liable to locate and correct the said data within 15 days of reporting the problem.
	In case wrong CNICs are attached to >10% and less than 20% of sample data, penalty of up to 10% of contract value of the said district will be imposed
	In case wrong CNICs are attached to >20% of sample data, additional penalty of at least 10% of contract value of the said district will be imposed

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SECTION V: PROPOSAL FORMATS

State Life invites the proposals from Respondents for execution of project as listed in preceding paragraphs. The hiring of NGO services would be done by examining the technical proposals before opening the financial proposal. There would be two categories for submission of formats:

- 1. Technical proposal related formats
- 2. Financial proposal related formats

S No	Form No	Detail	Remarks
1	TECH 1	Covering Letter for Hiring of Services of NGO	
2	TECH 2	General Information About the Respondent	Formats for technical proposal
3	TECH 3	Financial Strength of the Respondents	
4	TECH 4	Summary of Relevant Projects/Work Experience	
5	TECH 5	Proposal of the Respondent for the SOW	
6	FIN1	Financial Proposal	Format for financial proposal

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1. TECH I: COVERING LETTER FOR HIRING OF SERVICES OF NGOS

(On Respondent's letterhead)

Date:				
Proposal F	Reference	No.	xx/201	19

AGM (GS), State Life Insurance Corporation of Pakistan, Principal Office 2nd floor, State Life Building No. 09, Dr. Ziauddin Ahmed Road, Karachi. Phone: 021-99204521

Sub: Proposal for Hiring of Services

Dear Sir,

- 1. Having examined the RFP, we / I, the undersigned, offer to submit a proposal for the Hiring of Services for activities to be undertaken under RFP, in full conformity with the said RFP.
- 2. We / I have read the terms and conditions of RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
- 3. We / I agree to abide by this proposal, consisting of this letter, technical and financial proposal and all attachments, for a period of 180 days from the date fixed for submission of proposal as stipulated in the RFP.
- 4. Until the formal agreement is prepared and executed between the parties, this proposal, together with your written acceptance of the proposal and your notification of award, shall constitute a binding agreement between us.
- 5. If we are / I am entrusted an assignment, we undertake to deposit the required bid security.
- 6. We / I hereby declare that all the information and statements made in this proposal are true, correct and acceptable. Any misinterpretation contained in it may lead to our disqualification.
- 7. We / I understand State Life is not bound to accept any proposal it receive.
- 8. We / I confirm that our authorized representative has signed all pages of this proposal as acceptance of all conditions of RFP. All documents attached along with our proposals have also been signed by our authorized representative as an attestation of their authenticity. The financial proposal has been prepared separately as desired and duly signed.

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9. We / I are submitting herewith a demand draft No dated in favor of STATE LIFE ISNURNACE CORPORATION OF PAKISTAN drawn on (Bank Name & Address) as earnest money deposit for consideration of our proposals is attached with financial proposal.
10. The letter of authorization by the competent authority is also attached herewith.
11. We / I undertake to engage eligible experts/ skilled workers as mentioned in the proposal.
I/We have applied for the following District:
Select District
ated this [date / month / year]
uthorized Signatory (in full and initials):
ame and title of signatory:
aly authorized to sign this proposal for and on behalf of [Name of Respondent]
ame & Address of Firm
ffix rubber stamp
mail/Fax No.
come Tax Certificate
eturn Submitted

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2. TECH 2: GENERAL INFORMATION ABOUT THE RESPONDENT

1. Name of Organization:

which describes the same).

Proposal Reference No.

2. Category:
3. Address of Registered Office:
4. Details of the website of the organization (if any):
5. Address of local office :
6. Details of designated person:
a. Name:
b. Designation:
c. Telephone:
d. Fax Number:
e. Mobile Number:
f. E-mail address:
g. CNIC/SNIC:
7. Registration Details (attach documentary proof):
8. Income Tax registration number/NTN details (attach documentary proof) :
9. Other applicable tax documents (attach documentary proof) such as sales tax registration certificate :
10. Other details of the Association :
i. Status of the Association (whether Partnership, etc):
ii. Locations and addresses of offices (in Pakistan and overseas):
11. Information about the constitution of the organization and memorandum of the association (attach certified documentary proof) and article of association.
12. Details of members of the organization / Board of Directors along with their CNIC/SNIC and addresses.
13. Purpose/mission/vision of the organization (attach certified articles of association

firm/organization/assignment/contracts completed.

14. Information (in brief) about the work done by the organization in related fields in last 5 years (attached detailed note/report along with Tech 3) – Certificate of such

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15.	sign min	tails of person authorized duly approved by board/ Competent Authority to not the proposal (please attach proof document (i.e authority letter, Board nutes only attested by Board Secretary, power of attorney etc.) and extent of bility covered under the authority.
	a)	Name
	b)	Designation
	c)	Address
	d)	Telephone
	e)	Fax
	f)	Mobile
	g)	E-mail
	h)	Website
	i)	Legal Status (attach proof)
	j)	Signature
	k)	In the capacity of
	1)	Duly authorized to sign proposal for and on behalf of
	m)	Date
	n)	Place
	o)	Affix Rubber Stamp

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3. TECH3: FINANCIAL STRENGTH OF THE ORGANIZATION

Proposal References No.

		Grants / Revenu	ue of the Responde	ent
Respondent	2016	2017	2018	Average

	Current Assets –	Current liabiliti	es of the Respond	lent
Respondent	2016	2017	2018	Average

Note: Please attach Balance sheet or Income Expenditure and Assets Liabilities status position during the last 03 years duly audited by QCR rated auditor by ICAP/ SBP approved panel auditor. (In case of more than one Respondent, please attach documents for all Respondents)

Please attached credit worthiness certificate from bank.

Signature
In the capacity of
Duly authorized to sign proposal for and on behalf of
Date
Place

FOR HEALTH CARD DISTRIBUTION AND AWARENESS DISSEMINATION

4. TECH4: SUMMARY OF RELEVANT PROJECT/WORK EXPERIENCE

Proposal Reference No.

Section: Tech 4 (a)

(Use separate sheet for each project/ work)

S No	Item	Details
General Information		
	Customer Name/Govt Department	
	Address	
	Name of the Contact Person and	
	Contact details for the Project	
Project Details		
	Project/Related Work Experience	
	Start Date/End Date	
	Current Status (work in progress,	
	Completed)	
	Contract Tenure	
	Locations	
	Man-month Effort Involved	
	Other Details Relevant to Project	
Brief description of s	cope of consulting / work / in-service	assignments (Provide specific
details of experience in	n any of the relevant as per Scope of Wor	k:
Size of the Project		
	Order Value of the Project (in	
	Millions)	

(Provide Certificate of Completion for completed projects from Authorized officials in the Government Departments or other supporting documents as agreement as proof)

As the points will be awarded for Rs. 3 Million and above project, so only attached Rs. 3 Million and above projects with proof, without proof as mentioned above no point will be given.

FOR HEALTH CARD DISTRIBUTION AND AWARENESS DISSEMINATION

Section: Tech 4 (b)

(Use separate sheet for each Personnel)

Summary of Key Human Resource mentioned at Section II Para 19.1 (5)

FORMAT OF CURRICULUM VITAE OF EXPERTS

1. Т	The discipline/Expertise	:	
2. N	Name of the firm:		
3. N	Name of Expert:		
4. I	Date of Birth :		
5. Y	Years with the firm	:	
6. N	Nationality :		
7. F	Professional Qualificati	ons :	
8. A	Academic Qualification	:	
9. E	Employment Record	:	
	Language and Degree of writing	Proficiency:	(in Speaking , reading and as Excellent- Good – Fair – Poor)
11. I	Details of relevant Proje	cts handled:	
12. 0	Certification	Knowledge and belie	rtify that, to the best of my ef, these bio- data correctly qualifications and my experience.
		Signature:	

FOR HEALTH CARD DISTRIBUTION AND AWARENESS DISSEMINATION

5. TECH 5: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Please carefully read and understand the complete RFP before preparing this proposal.

Proposal Reference No

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (inclusive of charts and diagrams) divided into the following two chapters:

1. TECHNICAL APPROACH AND METHODOLOGY

Explain your understanding of the objectives of the assignment, approach to the services required to be rendered, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

2. WORK PLAN

Propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and proposals for monitoring. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. The work plan should be consistent with the Work Schedule as mentioned below.

Work Schedule for District ""								
Activity	Week							
S. No	1	2	3	4				
1								
2								
3								
•								

FOR HEALTH CARD DISTRIBUTION AND AWARENESS DISSEMINATION

Indicate all main activities of the assignment. For phased assignments indicate activities, delivery of related services, and benchmarks separately for each phase, from inception to action and results.

5.1. RFP REQUIRED QUESTIONS RESPONSE

- 1. What is the methodology to determine the numbers and locations of BEC's?
- 2. What is the estimated number of BEC's per district (in the District applied for) for each district you are bidding on?
- 3. What is the actual human resource staffing at each BEC (number and qualification of each position)?
- 4. Write a brief description of function/role of each staff member employed at BEC?
- 5. What is the organizational structure to manage the BEC (from BEC to head office)?
- 6. What specific monitoring and evaluation methodology is in place to review BEC activity?

FOR HEALTH CARD DISTRIBUTION AND AWARENESS DISSEMINATION

6. Instructions For Filling The Financial Proposal

The Respondents are required to submit their financial proposals in the following format for District

- The financial proposal should be in terms of amount of Rupees chargeable for District for carrying out all the activities as defined in the scope of work and other parts of the RFP.
- The financial proposals should be inclusive of the cost to be incurred on successfully and effectively conducting all activities listed in scope of work of this RFP.
- Cost to be incurred by the respondent on his overheads and related expenditure would be deemed to have been included in the financial proposal.
- The NGO would be responsible for picking up the Cards, Brochures, and Envelops etc from Health & Accident Insurance, zonal offices.
- The financial proposal should be one figure per District (only in rupees) inclusive of all applicable taxes, liabilities, penalties, etc.

FOR HEALTH CARD DISTRIBUTION AND AWARENESS DISSEMINATION

7. FIN1: FINANCIAL PROPOSAL OF THE RESPONDENT

The amount chargeable for delivery of Health Card in each District along with printed material and awareness as per Section IV and described in scope of work as per the requirements and conditions listed in this RFP are as follows:

Sr. No.	District services provided)	(For are	which to be	Unit Distrib (Rs.)	Cost ution Per	of Card	Sales Taxes (Rs.)	Other Tax (Rs.)	Total Cost Per Card (Rs.) (In Figures)	Total Cost Per Card (Rs.) (In Words)
		(1)			(2)		(3)	(4)	(5) = (2+3+4)	
1										
2										
3										
4										

This Amount is inclusive of all applicable taxes, other liabilities and payments that may arise from time to time.

The Respondent undertakes to claim no more than this amount as charges for providing services as listed out in this RFP.

Signature
In the capacity of
Duly authorized to sign proposal for and on behalf of
Date
Place
Affix Rubber Stamp

Cianatana

FOR HEALTH CARD DISTRIBUTION AND AWARENESS DISSEMINATION

8. SCHEDULE 1: COMPLETION REPORT

(on Respondent's letterhead)

Date:

Proposal Reference No

Zonal Head / Regional Chief (H&AI) State Life Insurance Corporation of Pakistan, District;

Sub: Completion Report

Dear Sir,

We would like to bring to your notice that as per Agreement we have undertaken the activity assigned to us with the best of our abilities. Following is the report regarding the full activity which we have been sharing with you at regular intervals of seven days.

Sr.No.	District	Total No. of Cards Received	Awareness given to (No. of family head/member)	Reason for non- delivery of cards

We are returning the cards that couldn't be delivered along with details regarding the reason for non-delivery.

Dated this [date / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this proposal for and on behalf of [Name of Respondent]

Name & Address of Firm

Affix Rubber Stamp

FOR HEALTH CARD DISTRIBUTION AND AWARENESS DISSEMINATION

9. SCHEDULE 2: FINAL SETTLEMENT

(on Respondent's letterhead)

1				
ı)	ล	t e	7,

Proposal Reference No.

Regional Chief(H&AI) / Zonal Head State Life Insurance Corporation of Pakistan,

Sub: Final Settlement

Dear Sir,

After successfully completing the task assigned to us for distribution of Health Cards along with printed material and awareness campaign we are sending you the detail for payment of balance amount along with earnest money and security deposit for final settlement.

Sr. No.	Title	Amount (Rs.)
1	Bid Security	
2	Security Deposit	
3	Balance Payment	
Total		

Dated this [date / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this proposal for and on behalf of [Name of Respondent]

Name & Address of Firm (Affix rubber Stamp)

FOR HEALTH CARD DISTRIBUTION AND AWARENESS DISSEMINATION

10. INTEGRITY PACT / DISCLOSURE CLAUSE

(To be submitted on Company's Letter head)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.

PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN

CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No:
Dated:
Contract Value:
Contract Title:
[Name of NGO] 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 or any administrative subdivision or agency thereof or any other entity owned or controlled by State Life through any corrupt business practice.
Without limiting the generality of the foregoing,
State Life has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.
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

FOR HEALTH CARD DISTRIBUTION AND AWARENESS DISSEMINATION

procured as aforesaid shall, without prejudice to any other rights and remedies available to State Life under any law, contract or other instrument, be voidable at the option of State Life.
Notwithstanding any rights and remedies exercised by State Life in this regard,
loss or damage incurred by it on account of its corrupt business practices and further pay compensation to State Life in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Organization] 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 State Life.
Name of NGO:
Signature:
Seal:

FOR HEALTH CARD DISTRIBUTION AND AWARENESS DISSEMINATION

APPENDIX A

Draft Agreement
Between
State Life Insurance Corporation of Pakistan
And
(Name of NGO)
For
"PROVIDING SERVICES

Under

Sehat Sahulat Programme

GOVERNEMANT OF PAKISTAN

Day, Month and Year

FOR HEALTH CARD DISTRIBUTION AND AWARENESS DISSEMINATION

AGREEMENT

This agreement is entered into and executed at Karachi on thisday of the, 2019;
By & between
State Life Insurance Corporation of Pakistan, constituted and established under The Life Insurance (Nationalization) Order (X of 1972), having its Principal office at State Life Building # 9, Dr.Ziauddin Ahmed Road Karachi (hereinafter referred to as the "State Life" which expression, shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interests, administrators and/or assign of the one part);
AND
NGO, having its office at (hereinafter referred to as the "" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interests, administrators and/or assign);
WHEREAS:
engaged in the business of providing "", and has been qualified and has stood successful through the procurement process by State Life, for "Distribution of Cards, Printed Material & Community Mobilization for awareness", henceis willing to provide its services through this agreement by way of terms & conditions prescribed in this agreement.
AND WHEREAS:
Thehas agreed that it shall provide its services for distribution of cards in the District /Districts of along with printed material and spread awareness about availing the Health Care facilities in designated Government & Private Hospitals and spreading awareness about Health Care through community Mobilization. It will be responsible for:
a. Undertaking campaigns in villages to increase awareness of the Sehat Sahulat Programme and its key features
b. Mobilizing families in participating districts for enrolment in the scheme and facilitating their enrolment and subsequent re-enrolment as the case may be.
c. Providing advice to beneficiary families wishing to avail of benefits covered under the scheme and facilitating their access to such services as needed
d. Providing publicity in their catchment areas on basic performance indicators of the scheme
e. Providing assistance for the grievance redressal mechanism developed by the State Life
f. Validation and updation of data of beneficiaries

1.

2.

FOR HEALTH CARD DISTRIBUTION AND AWARENESS DISSEMINATION

3.	The commencement of "Project" through the		_under this	agreement shall
	be effective from to	for _	,	its performance
	shall be evaluated based on mutually agreed parameters be	tweer	the State I	Life &
	(NGO).			

4. Now, therefore, in consideration of the mutual representations and covenants hereinafter set forth and for other good and valuable consideration the adequacy of which is hereby acknowledged by the parties and the mutual benefits to be derived there from, the representations and covenants, conditions and promises contained herein below and intending to be legally bound, the parties agree as follows:

5. DEFINITIONS & INTERPRETATION

a. **Definitions**

In this Agreement, the following terms shall have the meaning as described below:

- i. "Agreement" shall mean this agreement and all Schedules, supplements, appendices, appendages, proposal document and modifications thereof made in accordance with the terms of this agreement.
- ii. "Applicable Law" means the laws and any other instruments having force of law in the Islamic Republic of Pakistan, as may be applicable and in force from time to time;
- iii. "Benefit(s)" shall mean the health services that the beneficiaries shall be entitled to receive based on the agreement between the government and the State Life under "Health Insurance Scheme" subject to the terms, conditions, limitations and exclusions of the Policy.
- iv. "Beneficiary(ies)" shall mean eligible members of the Family in the nominated districts, enrolled under "Health Insurance Scheme".
- v. "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of any-thing of value to influence improperly the actions of another party.
- vi. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
- vii. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- viii. "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- ix. "State Life" shall mean the State Life Insurance Corporation of Pakistan.
- x. "SSP" shall mean Sehat Sahulat Programme.

FOR HEALTH CARD DISTRIBUTION AND AWARENESS DISSEMINATION

- xi. "Health Card" shall mean the card, issued to the beneficiaries by State Life, which will constitute proof of policy holding and entitle members of the family included in the card to benefit under the scheme.
- xii. "Health Provider" shall mean the Hospital, Nursing Home, Day Care Center or such other medical aid provider, as has been contracted by the State Life to provide health care services under "Health Insurance Scheme".
- xiii. "Law" includes all Statutes, Enactments, Acts of Legislature, Laws, Ordinances, Rules, Bye Laws, Clauses, Regulations, Notifications, Guidelines, Policies, and orders of any Statutory Authority or Court of Islamic Republic of Pakistan.
- xiv. "Scheme" shall mean the "Health Insurance Scheme" in designated Districts under SSP.
- xv. "Service Area" shall mean the district(s) or parts of district(s) within which the State Life Insurance Corporation has assigned the NGO for providing services.

b. **Interpretation**

Except where the context requires otherwise, this Agreement shall be interpreted as follows:

- i. Any grammatical form of a defined term herein shall have the same meaning as that of such term.
- ii. Words in singular include the plural, and vice versa, and words importing any gender include every genders.
- iii. References to persons include individuals, proprietorships, organizations, partnerships, companies, corporations, unincorporated associations, government authorities, agencies and trusts (in each case, whether or not having separate legal personality).
- iv. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construe as illustrative and shall not limit the sense of the words preceding those terms.
- v. The term "including" shall always mean "including, without limitation", for purposes of this Agreement.
- vi. The term "herein", "hereof", "hereinafter", "hereto", "hereunder" and words of similar import refer to this Agreement as a whole.
- vii. Headings are used for convenience only and shall not affect the interpretation of this Agreement.
- viii. Reference to Articles and Annexure are to articles and annexure to this Agreement.
- ix. Other capitalized expressions used in this agreement shall have the meanings respectively assigned to them elsewhere in this agreement.
- **x.** Annexure(s) form part of this Agreement shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Annexure(s).

FOR HEALTH CARD DISTRIBUTION AND AWARENESS DISSEMINATION

6.	AREA OF OPERATION				
	M/s an NGO after standing successful in the biding process for providing service in the District /Districts would distribute estimated cards and other activities set forth in clause 2 of the Agreement.				
7.	. PERIOD OF AGREEMENT				
	The agreement shall come into force and effect on the date of STATE LIFE's notice to the NGO instructing the NGO to begin carrying out the Services.				
	The period of agreement shall be 60 days from the date of effectiveness which can be extended by STATE LIFE if required. Unless extended or terminated earlier, the agreement shall expire on				

8. Relationship Between The Parties

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the 'State Life' and 'respondent'. The respondent subject to this agreement for hiring of services has complete charge of personnel and sub-respondent, if any, performing the services under the project. The respondents shall be fully responsible for the services performed by them or on their behalf hereunder as also for any liabilities arising out of their performance of services under this assignment.

9. GOOD FAITH

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

10. Standards Of Performance

The respondent shall perform the services and carry out their obligations under the agreement with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The respondent shall always act in respect of any matter relating to this agreement faithfully to State Life. The Respondent shall always support and safeguard the legitimate interests of State Life, in any dealings with a third party. The Respondent shall abide by all the provisions / acts / rules prevalent in the country. The Respondent shall conform to the standards laid down in this RFP in totality.

FOR HEALTH CARD DISTRIBUTION AND AWARENESS DISSEMINATION

11. Delivery and Documents

As per the time schedule agreed between the parties for the work given to the hired Respondents, the Respondent shall submit all the deliverables on due date as per the delivery schedule. The Respondent shall not without the prior written consent of State Life disclose the data, software, contract, drawings, specifications, plan, pattern, samples, to any person other than an entity employed by State Life for the performance of the agreement. In case of termination of the agreement all the documents used by Respondent in the execution of project shall become property of State Life.

12. Respondent Personnel

The Respondent shall employ and provide such qualified and experienced personnel as may be required to perform the services under the specific project assigned by State Life and as has been stipulated in the RFP.

The Respondent shall not change personnel as indicated by them in their proposal / agreement without the permission of State Life. In case of emergent and unavoidable circumstances, the replacement provided by the respondent should be equally competent and eligible as the outgoing personnel.

13. Applicable Law

Applicable Law means the laws and any other instruments having the force of law in Islamic Republic of Pakistan as they may be issued and be in force from time to time. The agreement shall be interpreted in accordance with the laws of the Federal Government & Provincial Government.

14. Governing Language

The agreement shall be written in English Language. English version of the agreement shall govern its interpretation.

15. Sub Contracts

The Respondent shall take prior permission of State Life in writing for all sub contracts awarded for execution of the Project, if not already specified in the proposal. Such notification in his original proposal or later, shall not relieve the Respondent from any liability or obligation under the Contract.

16. Assignments

The Respondent shall not assign the project to any other agency, in whole or in part, to perform its obligation under the agreement, without the prior written consent of State Life. Such consent shall however not relieve the Respondent from any liability or obligation under the agreement.

FOR HEALTH CARD DISTRIBUTION AND AWARENESS DISSEMINATION

17. PAYMENT

Payment shall be strictly based on the numbers of cards distributed & verified by Quality Assurance Mechanism formulated by State Life. The total cost of distribution of cards is calculated by multiplying the number of verified cards (in a district) with the bid cost per card per the contract.

(Please note that Rs.5 (five) per card will be deducted for all cards enrolled through CNIC image scan instead of biometric verification).

The payment schedule follows:

:

Payment Installment	At the End Of	Amount to Be Paid
1 st Installments	Upon completion of valid 30% enrollment	95% of distributed card after verification Less penalty amount (if any)
2 nd Installments	Upon completion of valid 70% enrollment	95% of distributed card after verification Less penalty amount (if any)
Final Installment	Within 30 days of finalization of enrolment process, verification, receipt of data, remaining cards and awareness material	Remaining amount Less imposed penalty (if any)

All Payments shall be made in Pakistani rupees only and in form of banker's check in favor of the NGO.

18. PAYMENT MODE

All Payments shall be made in Pak Rupees only and in the form of Cheque in favor of the NGO

19. PERFORMANCE ASSESSMENT

State Life will evaluate the work of NGO and assesses the progress and achievement of NGO against the parameter specified in the <u>Scope Of Work (Section IV) Clause 8</u> of the RFP of the assignment and to impose penalties as provided in the said clause of RFP.

20. LIQUIDATED DAMAGES

If any of the services performed by the Respondent fail to conform to the specifications of the assignment or in the event of the failure of the assignment due to indifferent, non-supportive attitude of the Respondent and State Life decides to abort the agreement because of such failure, then a sum up to 50% of the value of the agreement shall be recovered as liquidated damages from the Respondent. Besides, all the payments already done for such service shall

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also be recovered. This shall be without prejudice to other remedies available under this RFP to State Life.

21. SUSPENSION

State Life may, by written notice to Respondent, suspend all payments to the Respondent hereunder if the Respondent fails to perform any of its obligations under this assignment including the carrying out of the services.

22. DISPUTE RESOLUTION AND GRIEVANCE REDRESSAL

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

- i. In case, no settlement can be reached within thirty (30) working days after receipt by one Party of the other Party's request for such amicable settlement, it may be submitted by either Party for settlement in accordance with the provisions of the , Arbitration Act, 1940 (Act No. X of 1940) and of the Rules made there-under and any statutory modifications thereto, with or without intervention of the court at Karachi.
- ii. Services under the agreement shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Government shall be withheld on account of such proceedings.
- iii. The proceedings of arbitration shall be conducted in the English language.
- iv. The arbitration shall be held in Karachi, SindhPakistan.

23. TAXES AND DUTIES

The Respondent shall fully familiarize themselves about the applicable domestic taxes (such as VAT, Sales Tax, Service Tax, Income Tax, duties, fees, levies etc.) on agreement amount payable by State Life under the agreement. The Respondent, sub Respondent and personnel shall pay such domestic tax, duties, fees, other impositions and taxes (Federal or Provincial) wherever applicable levied under the applicable law.

24. LEGAL JURISDICTION

All legal disputes between the parties shall be subject to the jurisdiction of the Courts in which the Principal Office of State Life lies.

FOR HEALTH CARD DISTRIBUTION AND AWARENESS DISSEMINATION

25. REPORTS

The NGO during the course of operations under the contract would provide various reports in a format and regularity to be mutually agreed.

- 21.1 Neither Party shall be in breach of any of its obligations under this Contract to the extent that its performance is prevented, physically hindered or delayed by an act, event or circumstances (whether of the kind described herein or otherwise), which are not reasonably within the control of such Party ("Force Majeure Event").
- 21.2 In the event that any Force Majeure Event continues for a period of six (6) months without interruption, the Party affected by such Force Majeure Event shall be entitled to terminate this Contract by giving notice to the other Party, pursuant to, and in accordance with the provisions of clauses 20.1 and 20.2 provided it gives the other Party at least 90 days prior written notice.

26. ASSIGNMENT

Neither party shall be entitled to assign its rights and/or obligations under this Agreement. Subject to the foregoing, this Agreement shall be fully binding upon and be enforceable by the parties hereto and the respective successors and permitted assigns.

27. ENTIRE AGREEMENT

This Agreement entered into between the NGO and the State Life, along with the Annexures, Request for proposal Document and the proposal submitted by NGO in response to the RFP, represents the entire agreement between the parties.

28. RELATIONSHIP

The Parties to this Agreement are independent entities. Neither Party is an agent, representative, or partner of the other Party. Neither party shall have any right, power or authority to enter into any agreement or memorandum of understanding for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, collaboration, or partnership between the parties or to impose any liability attributable to such relationship upon either party.

At all times, NGO shall act with appropriate propriety and discretion and in particular shall refrain from making any public statement concerning the Project or the Services without the prior approval of State Life, and shall refrain from engaging in any political activity.

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Except with the written consent of the State Life, NGO shall not divulge to any person nor use for own purposes, any information relating to the Services, the Project or the Government, including information in respect of rates and conditions of engagement.

NGO shall report immediately to the State Life any accident or injury and any damage to the property of the Government or to the property of persons or any third parties occurring in or arising out of the performance of the Services and any act, manner, or thing which, within his knowledge, may have caused such accident or injury.NGO shall also report immediately to the State Life any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services including circumstances and events relating to their transportation and accommodation.

29. VARIATION

No variation of this Agreement shall be binding on either party unless, and to the extent that such variation is recorded in a written document executed by both Parties, but where any such document exists and is so signed neither party shall allege that such document is not binding by virtue of an absence of consideration.

30. SEVERABILITY

If any provision of this agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable [or indications to that effect are received by either of the parties from any competent authority] the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the State Life, it may be severed from this agreement or the remaining provisions of this agreement shall remain in full force and effect unless the State Life in its discretion decides that the effect of such declaration is to defeat the original intention of the parties in which event the State Life shall be entitled to terminate this agreement by providing notice pursuant to provisions of clause 18.

31. DELEGATION

The NGO shall not delegate any duties or obligations arising under this agreement otherwise than may be expressly permitted by the State Life.

32. INTELLECTUAL PROPERTY

"Intellectual Property Rights" means any and all patents, trademarks, rights in designs, getup, trade, business or domain names, copyrights, future copyrights, patents, rights in databases, topography rights (whether registered or not and any applications to register or rights to apply for registration of any of the foregoing), rights in inventions, know-how, trade secrets and other confidential information and all other intellectual property rights of a

FOR HEALTH CARD DISTRIBUTION AND AWARENESS DISSEMINATION

similar or corresponding nature which may now or in the future subsist in any part of the world.

"Materials" means all drawings, documents, designs, transparencies, photos, graphics, logos, typographical arrangements, software and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the NGO in connection with the provision of the Services.

All the Intellectual Property Rights in the Materials shall be (from the outset) vested mutually in State Life & NGO during the currency of the agreement. The State Life & NGO shall be jointly assigned with full title guarantee all Intellectual Property Rights in the Materials for the remainder of the term during which the said rights and any renewals or ex-tensions thereof shall subsist including the right to sue for past infringements and retain any damages obtained as a result of such action.

Notwithstanding, the forgoing provision, NGO at their own expense defend, indemnify and hold State Life harmless against any and all loss, claims, actions, damages, liabilities, costs and expenses including legal expenses incurred or suffered by it whether direct or consequential arising out of any dispute or contractual, tortuous or other claims or proceedings brought by any third party alleging infringement of its Intellectual Property Rights in the Materials or State Life's use or possession of the Intellectual Property Rights in the Materials.

33. Termination Of Agreement

Under this agreement, State Life may, by given seven days notice before terminate the services of the Respondent in the following ways:

- a. If the NGO fails to provide any or all of the services for which it has been contracted within the period (s) specified in the agreement, or within any extension thereof if granted by State Life as the case may be, pursuant to condition of agreement, or
- b. If the NGO fails to perform any other obligation (s) under the agreement
- c. If the NGO in the judgment of State Life has engaged in corrupt or fraudulent practices in competing for or in executing the agreement
- d. If the NGO found to be involved in or associated with any unethical/illegal or unlawful activities, the Agreement will be summarily suspended by State Life without any advance notice and thereafter may terminate the agreement after giving a show cause notice and considering its reply, if any, received within 5 days of the receipt of show cause notice.
- e. In case of any violation of the provisions of the Agreement by the NGO such as (but not limited to), refusal of service, refusal of facilities to eligible beneficiaries and direct charging from the beneficiaries.

FOR HEALTH CARD DISTRIBUTION AND AWARENESS DISSEMINATION

34. Confidentiality

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any Respondents or any other person not officially concerned with such process until the selection process is over. The undue use by any Respondent of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of State Life, the Respondent and the personnel shall not at any time communicate to any person or entity any confidential information acquired during the course of the agreement.

All data supplied and gathered during the project period is the sole property of State Life. Upon the completion of the project, all software, data supplied and collected must be permanently deleted. Any usage of this data in any way is a violation of the project's terms and conditions.

All work products, including reports is the property of State Life, and may not be used in any manner except to fulfill the terms of this agreement.

35. GOVERNING LAW:

The validity, performance, construction and effect of this Contract shall be governed by the laws of the Islamic Republic of Pakistan and Provinces. Any resolution of any disputes arising from or in connection with this Contract, inclusion a breach thereof, shall also be governed by the laws of the Islamic Republic of Pakistan and Provinces.

36. Notice

Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Agreement or specific conditions mentioned in the RFP are met with regard to delivery of such notice, request or consent.

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 and the year first above written.

FOR HEALTH CARD DISTRIBUTION AND AWARENESS DISSEMINATION

APPENDIX B

S.				
No	Province	District	Estimated no of Families	Status
1	Gilgit Baltistan	Diamer	26,842	Re-Enrollment
2	Gilgit Baltistan	Skardu	25,928	Re-Enrollment
3	Gilgit Baltistan	Astore	6,875	Fresh
4	Gilgit Baltistan	Ghanche	8,650	Fresh
5	Gilgit Baltistan	Ghizer	17,103	Fresh
6	Gilgit Baltistan	Gilgit	28,917	Fresh
7	Gilgit Baltistan	Hunza Nagar	12,435	Fresh
8	Punjab	Mianwali	95,378	Re-Enrollment
9	Punjab	Lahore	542,445	Fresh
10	Punjab	Kasur	269,145	Fresh
11	Punjab	Okara	233,500	Fresh
12	Punjab	Sahiwal	174,886	Fresh
13	Punjab	Pakpattan	128,885	Fresh

State Life reserves the rights to prioritize, include or exclude the designated districts under the scheme. The Data provided against each district is tentative and actual data may be less than the no. of families provided in the above districts