



REQUEST FOR PROPOSAL Provision of Services of "Health Insurance"

Proc No.: IGNITE/HIC/2024-25/0019/Proc

May 21, 2025

IGNITE

Ministry of Information Technology & Telecom Government of Pakistan

IGNITE National Technology Fund
3rd Floor, TF Complex, 7 Mauve Area, G-9/4, Islamabad

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2 About Ignite (The Company)

Ignite has been incorporated with the Securities and Exchange Commission of Pakistan (SECP) under Section 42 of the repealed Companies Ordinance, 1984 (now Companies Act 2017) by the Ministry of IT, Government of Pakistan (hereinafter referred to as "the Company"). The Company focuses on fourth industrial wave tech and on ecosystem development initiatives to fulfill its mission of creating a knowledge economy in Pakistan. Our national network of incubators nurtures startups, while our tech innovation grants are offered to innovative, deep tech projects and startups. More details about the company are available at http://www.ignite.org.pk.

3 Overview of Proposal

Ignite invites proposals from 'A' and above rated Health Insurance Companies for "Health Insurance" for staff and their immediate family members as per guidelines mentioned in this RFP.

3.1 Background and Introduction

The Company was established under the mandate provided by Rule 4 of "the Research and Development Fund Rules, 2006" and is governed by its Board of Directors through approved constitutive documents, inter-alia, Policy Framework and Manual in addition to the applicable laws

3.2 Terms of Reference

The selected health insurance company shall include the provision of the following:

- a) Medical Insurance Benefits as given in Annex "C", "D" & "H".
- b) Provision of following services:
 - i. Special procedure to handle emergency cases efficiently
 - ii. 24 hours operational helpline and Customer Care Department
- iii. Reporting system to provide details of patient admissions, premium and Inpatient claims on "as and when required basis" probably computerized system.
- iv. Facility to manage client through personalized health cards.

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- vi. "Turnaround Time" for Claims settlement should not be more than 15 calendar days.
- c) Health Insurance company must have reputable hospitals on its panel in all major cities of Pakistan but especially at Islamabad/Rawalpindi & Karachi e.g. Shifa International, Maroof, Ali Medical Center, Quaid-e-Azam International, Kulsoom International, Agha khan Hospital etc. including top cardiovascular and kidney centers. The bidder will be bound to add hospitals in the list as per requirement of Ignite all over Pakistan. Furthermore, all non-panel hospitalization claims shall be reimbursed within 20 calendar days.
- d) Although there will be an increase in next financial year, however current number of employees and their immediate family members/dependents is as under:

EMPLOYEES	SPOUSES	CHILDREN		
56	45	90		

Grand Total

191 (Actual figure on Mar 19, 2025)

3.3 **Proposed Methodology**

Bidders will submit a detailed health insurance plan as per attached forms (Annex "C", "D" & "H"). including clearly mentioning previous similar work performed and the successful bidder will hold

a meeting with the management of the Company to discuss in detail the exact requirements and procedures to be followed in conducting this assignment.

3.4 Essential Eligibility Criteria

All proposals shall meet the mandatory eligibility criteria laid down in Annex B.

4 Standard Instructions

- a. Proposals will be accepted and evaluated using **Single Stage, Two Envelope Procedure** (separate sealed envelopes of technical and financial proposals).
- b. Final assignment award will be on the basis of combined technical and financial score in the following manner:

PROPOSAL	WEIGHT
Technical	60%
Financial	40%
TOTAL	100%

- c. Proposals shall be submitted in English language.
- d. Quality and Cost Based selection (QCBS) method will be used for evaluation of the proposals
- e. The proposals shall be comprehensive, clear and elaborate. Different sections of the proposals shall be separated using color separators, flags or tags. The proposals shall be prepared without any interlineations or overwriting.
- f. Applicants may request in writing, for clarification of any of the provisions of this RFP up till 07 (seven) calendar days before the submission date. All queries may be sent to <u>procurement@ignite.org.pk</u> Responses to queries will be emailed and also placed on the Company's website.
- g. The Company reserves the right to accept or reject all of the proposals submitted at any time in accordance with applicable PPRA rules.
- h. The costs of preparing the proposal and of negotiating any subsequent including visits for discussion with the Company are not reimbursable.

PROPOSAL VALIDITY

i. Proposals submitted should remain valid for a period of 180 days from the last date of submission of proposals.

4.1 Contract Term and Work Schedule

The contract term and work schedule set out herein represent the Company's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days. The approximate contract schedule is as follows:

S#	ACTIVITY	DATES
1	RFP Issue Date	May 21, 2025
2	Deadline for receiving queries / questions	May 27, 2025
3	Response to queries questions related to RFP	May 28, 2025
4	Pre-bid Conference	May 29, 2025
2	Proposal Submission Deadline	June 12, 2025
3	Opening of Technical Proposals (in front of applicants at 3 rd Floor, TF Complex G-9/4, Islamabad)	June 12, 2025 15:30 hrs
4	Opening of Financial Proposals (in front of applicants at 3 rd Floor, TF Complex G-9/4, Islamabad)	Manager Procurement will communicate date & time to technically qualified bidders

5 Proposal Submission Requirements

Technical Proposals (Section B) shall be in compliance with the requirements laid down in the RFP document. The technical proposals shall include the following:

a. A covering letter from the applicant (Form B1).

- **b.** Table of Contents with page numbers
- **c.** A detailed profile of the firm (Form B2) including firm's Registration Certificate, location and branches along with number of employees and a certificate of financial position of the firm.
- **d.** Details of similar assignments completed, names of clients, duration and contract value, (Form B3), etc.
- **e.** General Experience of the Firm. (Form B4)
- f. The Bidder shall furnish as part of his Technical bid, a Demand draft/Pay Order amounting Rs. 200,000/- as Bid Security crossed in favor of "Ignite.". Any Technical bid not accompanied by full bid security shall be rejected without any right of appeal. In case of cancellation of Insurance Policy as default of the Supplier the earnest money shall be forfeited in favor of Ignite.

6 Payment Plan

The payment will be disbursed Bibi-annually.

7 Submission, Receipt & Opening of Proposal

- a. Proposals will be accepted and evaluated using Single Stage, Two Envelope Procedure. (Separate sealed envelopes of technical and financial proposals)
- b. The original proposal shall contain no interlineations or overwriting. All pages of the proposals (Technical & Financial) must be numbered. Submission letters for both Technical and Financial Proposals should respectively be in the attached format
- c. The bidder's Organization Head or an authorized representative on his/her behalf shall initial and stamp all pages of the original Technical and Financial Proposals. In case of latter, an authorization shall be provided which shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign
- d. Each technical proposal shall be submitted as two printed copies (one marked as ORIGINAL, the other as COPY) and one soft copy on a USB (PDF compatible file format). Copy of the proposal is not a mandatory requirement.

e. A sealed financial proposal is to be submitted along with the technical proposal in the format attached as Annex-A. Proposals must be delivered at the address given below on or before **June 05, 2025 by 1500 hrs**

Title/Position:	Manager Procurement
Telephone:	+92-51-9107441 - 6 Ext. 135
Cell:	+92-306-199-1234
Facsimile:	+92-51- 9101447
Email address:	procurement@ignite.org.pk
Official Postal address:	Ignite
	3 rd Floor, TF Complex, Plot # 7,
	Mauve Area, G-9/4
	Islamabad, Pakistan

f. Company shall open the Technical Proposal thirty minutes after the submission deadline.

The envelopes with the Financial Proposal shall remain sealed and securely stored in the custody of Company

8 Evaluation Criteria

Technical proposals will be evaluated on the basis of Scoring Criteria as provided below. Financial proposals would be opened only for those applicants obtaining **60%** or higher marks in Technical Evaluation.

During the technical evaluation no amendments in the proposals shall be permitted. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the RFP document. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP and particularly the eligibility criteria or if it fails to achieve the minimum qualifying technical score indicated in the RFP document

Financial proposals of those applicants obtaining less than **60%** marks in Technical Evaluation shall remain un-opened & would be returned to the applicants. An evaluation committee

appointed by the Company will evaluate the technical proposals on the basis of their compliance with the RFP and by applying the evaluation criteria and the point system as specified below.

8.1 **Scoring Criteria**

Following is the scoring criteria for Technical & Financial Evaluation.

	Technical Criteria	Marks	Marks Obtained
I.	Corporate profile/Number of years the firm has been in practice in Pakistan (B2)		
II.	Credit Rating	15	
III.	International Group Company		
IV.	Reinsurance Treaty		
V.	Net Equity		
VII.	Coverage offered (attach list)	15	
VIII	Cash & Bank Balance		
XI.	Paid up Capital		
Х.	Claim payout ratio (latest available financial statement)	20	
XI.	Client base (Provide figures & attach list)		
XII.	Number of Branches (Provide figures & attach list)	10	
XIII.	Number of Panel Hospitals (Provide figures & attach list)	_	
	Total	60	

Combined Score

Technical Score (St) of qualified bidder shall be added to financial score.

- 11.2 Financial Score (Sf) shall be calculated as follows: (Lowest bidder's total cost/bidder's total cost) x 40.
- 11.3 Combined Score (Total Score) = St + Sf
- 11.4 All bidders will be ranked based upon the combined technical and financial score.

	Marks	Obtained
Financial Bid Price	40	
Grand Total (Technical + Financial)	100	

8.2 **Performance Bond**

The successful bidder will be required to provide bank guarantee of **Rs. 500,000** in favour of "Ignite" as Performance Bond. (Annex – G)

Section B. Technical Proposal - Standard Forms

- B1. Technical Proposal submission form
- B2. Firm Profile
- B3. Similar Assignment Experience of the Firm
- B4. General Experience of the Firm

1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Manager Procurement Ignite 3rd Floor, TF Complex G-9/4, Islamabad

Tel: (92-51) 9107441-6-135

Email: usman.tahir@ignite.org.pk

Sir,

We, the undersigned, offer to provide the services for [Health Insurance] in accordance with your Request for Proposal dated [Advertisement Date]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, which is 180 calendar days from the date of receiving bids We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:
Email:

B2. FIRMS PROFILE

S#	Criteria	Remarks/Justifications (for evaluators ONLY)
1	Profile of the agency:	
	i. Registered age of Company	
	ii. Names of Managers/ Owners/ CEO/ Directors/ Partners	
2	i. Location of agency office/sub office	
	ii. Number of branches	
	iii. Number of employees	
3	Financial Position	
	i. Name of Banks	
	ii. Certificate of Financial position from bank	
	iii. Copy of Annual Accounts, if any	
	iv. Tax Registration (NTN/STN)	
	SUB TOTAL:	

B3. SPECIFIC EXPERIENCE RELATING TO ASSIGNMENT (Max 10 recent assignments)

NAME OF CLIENT(S)	CLIENT CONTACT DETAILS (Name, designation, cell number)	PERIOD OF INSURANCE	TOTAL VALUE	PRESENT STATUS

B4. – GENERAL EXPERIENCE OF THE FIRM (Max 10 recent assignments)

NAME OF CLIENT	CLIENT CONTACT DETAILS (Name, designation, cell number)	PERIOD OF INSURANCE	TOTAL VALUE	PRESENT STATUS

Certification:

, the undersigned, certify that to the best of my knowledge and belief, these data corre	ctly
describe me, my qualifications, and my experience.	
Date:	
[Signature of staff member and authorized representative of the firm] Day/Month/Year	
Full name of staff member:	
Full name of authorized representative:	

Section 3. Financial Proposal - Standard Forms

- C1. Financial Proposal submission form.
- C2. Summary of costs.

C1. - Financial Proposal Submission Form

[Location, Date]

To:

Manager Procurement

Ignite

3rd Floor, TF Complex G-9/4, Islamabad

Tel: (92-51) 9107441-6-135

Email: procurement@ignite.org.pk

Sir,

We, the undersigned, offer to provide services for [Health Insurance] in accordance with your Request for Proposal dated [Date of Advertisement] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive of all the local taxes, duties, fees, levies and other charges applicable on our company, our sub-contractors and collaborations under the Pakistani law.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, which is 180 calendar days from the date of submission.

Though included in the above mentioned fee, Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address	Amount in Pak Rs.	Purpose of Commission
of Agents		or Gratuity
·		·
We understand you are no	t bound to accept any Propos	sal you receive.
We remain,		
Yours sincerely,		
Authorized Signature:		
Name and Title of Signatory:		
Name of Firm:		
Address:		

C2. – Summary of Costs

Costs (Taken from Form Annexure E)	Pak Rupees
Subtotal	
Local Taxes	
Total Amount of Financial Proposal	

Annex A

Single Stage Two Envelope Procedure for Bidding

Public Procurement Rules 2004

Single stage - Two envelope procedure

- (i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (ii) The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
- (iii) Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- (iv) The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;
- (v) The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which do not conform to the specified requirements;
- (vi) During the technical evaluation no amendments in the technical proposal shall be permitted;
- (vii) The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- (viii) After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the **financial proposals of the technically accepted bids only.** The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
- (ix) The bid found to be the lowest evaluated bid shall be accepted.

9 Eligibility Criteria (Mandatory Criteria)

Mandatory Eligibility Criteria

All proposals must meet the mandatory eligibility criteria. The Proposals that do not meet mandatory eligibility criteria shall be rejected and shall not be evaluated further.

Yes

No

1	Proof of Certificate of Incorporation or Registration or equivalent	
2	Proof of NTN Certificate and GST Registration Certificate (if applicable)	
3	Original affidavit (not older than one month at the time of proposal submission) on Stamp Paper(s) of worth PKR 100 or more that Bidder is not	

4 Original affidavit (not older than one month at the time of proposal submission) on Stamp Paper(s) of worth PKR 100 or more that the Bidder is an active tax payer and has submitted its tax return for the preceding fiscal year. Tax payer list serial number (downloadable from FBR's website) is also

insolvent, bankrupt and is not blacklisted or debarred by Public Procurement

Regulatory Authority (PPRA), Government, Semi-Government, Private,

Autonomous body or any other international organization.

- 5 BID Security of PKR 200,000/- to be placed in Envelope # 1 along with mandatory
- documentation

 Bidder should submit their proposal on EPADs https://eprocure.gov.pk

 In case a bid is not submitted on EPADs by the bidder, it will not be accepted by the Company in hard form.

to be mentioned.

Note: Bidders are required to submit filled, signed & stamped copy of the above checklist along with the Proposal. All of the supporting documents of the mandatory eligibility criteria shall be attached with checklist in same section of the technical proposal. Requirement No. **3 & 4** above, are required to be submitted on separate stamp papers.

Annex C

DESCRIPTION/BENEFITS OF HEALTH POLICY

Period from 01-07-2025 to 30-06-2026

EXPENSES – HOSPITALIZATION SERVICES	
Room	
(Use Shifa International Hospital as benchmark)	Private/ Rs. 24,000/-
Hospitalization	Rs. 1,250,000/- per insured per year
CORPORATE POOL (ASO)* For consultancy/treatment, medication &	Rs. 95,000/- per annum per employee
Lab Tests.	
EXPENSES – MATERNITY	
Normal (1 month pre & post visits)	Rs. 190,000/-
Complicated Delivery (1 month pre & post visits)	Rs. 230,000/-
GEL AMOUNT FOR SERVICES*	Rs. 500,000/-
Yearly Medical Checkup/Tests of existing employees and initial Medical checkup of new joiners.	45,000/- per employee

^{*} Company may revise these ceilings upwards anytime during the contract, should it deem necessary.

Details of coverage that must be ensured

01 **HOSPITAL CARE.** Required all medical expenses including but not limited to: Daily room and board charges, operation theater charges, surgeons' fee, anesthetist fee, consultants' fee, medicines and drugs, diagnostic tests, blood and oxygen supplies, all lab tests, miscellaneous charges (local road ambulance charges), etc. The expenses incurred outside the hospital will also covered under Pre and Post Hospitalization of 30 days each for same disease irrespective checkups from different Doctor's/hospitals including diagnostic tests, consultation & medicines. All pre-existing cases (Disclosed/Undisclosed). New born babies. Bidders to provide complete list of coverage being offered under Hospital Care provided by Health Insurance Company. **EMERGENCY TREATMENT** All emergency treatment to be covered under IPD (In-patient department) MAJOR MEDICAL CARE/DREAD DISEASE. Bidders to provide complete list of diseases being offered under major medical care/dread disease by Health Insurance Company. **MATERNITY CARE** 02 Bidders to provide complete list of coverage being offered under Maternity Care provided by Health Insurance Company. 03 SPECIALIZED INVESTIGATIONS: Bidders to provide complete list of specialized investigations being offered under Hospital Care provided by Health Insurance Company. 04 DAY CARE SURGERIES (HOSPITALIZATION) Bidders to provide complete list of day care surgeries being offered under Hospital Care provided by Health Insurance Company. 05 All non-panel hospitalization claims must be reimbursed within 20 calendar days.

Financial Bid Form -Group Health Insurance of Ignite Employees From 01-07-2025 to 30-06-2026

OPD (Outpatient Department), Hospitalization & Maternity (Self, Spouse & Children)

	TOTAL Count
Self	
Spouse	
Child	
TOTAL	

GROSS PREMIUM CHARGED (CATEGORY WISE)

	TOTAL	
	Amount PKR	
Self		
Spouse		
Child		
TOTAL		
Gross premium (Hospital)		
GEL Amount*		
Gross premium (GEL)		
Gross premium** (Corporate Pool)		
Admin Surcharge		
Total Gross Premium		
FIF @ 1%		
Stamp Duty		
Other Taxes (if any)		

Net Premium			
 *GEL amount is PKF	R 500,000/- on ASO method		
	Corporate Pool 56 lives*95,000K. Insurance companies should active financial proposal to the company	dd all costs (Gross pr	emium, GEL etc.) and
Authorized Sign	atory		
Name			
Designation			
Signature			
Stamp			
Date			

Annex G

Form of Bank Guarantee

TO: Ignite 3rd Floor, TF Complex G-9/4 **ISLAMABAD** Health Insurance Coverage Gentlemen: In accordance with the provisions of Clause 8 (2) of the above-mentioned RFP, [name and address of Insurance Company] shall deposit with Ignite a bank guarantee to guarantee their proper and faithful performance under the said provisions of the Contract in an amount of Rs. 500,000 (Five Hundred Thousand Only). We, the [bank or financial institution], as instructed by the [name of Insurance Company], agree unconditionally and irrevocably to guarantee as primary obligor and not as Surety merely, the payment to Ignite on its first demand without whatsoever right of objection on our part and without consulting the [name of Insurance Company], in the amount not exceeding Rs. 500,000 (Five Hundred Thousand Only). We further agree that no change or addition to or other modification of the terms of the Contract which may be made between Ignite and the [name of Insurance Company], shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. This guarantee shall remain valid and in full effect from the date of the first payment under the Contract to [name of Insurance Company] until 3 months after the expiry of the contract term as given in contract. Yours truly, Signature and Seal Name of Bank/Financial Institution Address Date

List of annual Medical Tests for all employees and for new joiners at the time of joining.

- Complete Medical & Physical Examination
- Laboratory Investigations & Medical tests including but not limited to the following:
 - a. Complete Blood Count (CBC) and Blood Group
 - b. Blood Sugar Test (usually fasting)
 - c. Urine Routine & Microscopy
 - d. HIV
 - e. Hepatitis B and Hepatitis C
 - f. Blood Group & Rh Factor
 - g. X-Ray Chest (Optional for existing employees)
 - h. ECG
 - i. Lipid Profile
 - j. Kidney Function Test (RFT's)
 - k. Liver Function Test (LFT's)
 - I. Drug test (Optional for existing employees)

Or any other medical test approved by the Company, provided that the total cost remains within Rs.45,000/-.

Note -1: Any stamp duty, registration fees, or any other charges or levies, wherever applicable, in relation to the execution, performance, or registration of this Agreement, shall be the sole responsibility of the Service Provider/Vendor/supplier (successful Bidder) or any other party entering into this Agreement with Ignite. Ignite shall not be liable for any such costs or expenses

Annex F

DRAFT AGREEMENT FOR GROUP HEALTH INSURANCE

This Agreement for Group Health Insurance Services (the "**Agreement**") is made at Islamabad on this [*] day of [*], [2025] (the "**Effective Date**")

BETWEEN

IGNITE-, a company registered under Section 42 of the repealed Companies Ordinance, 1984, (now Companies Act 2017) with its office at 3rd Floor, TF Complex G-9/4, Islamabad, Pakistan (hereinafter referred to as the "**Company**" which expression shall, where the context so permits, mean and include its successors-in-interest, administrators and permitted assigns), of the One Part;

AND

[Insert Insurance Company's Name] having its principal place of business located at [Insert Insurance Company's Address] (hereinafter referred to as the "Insurance Company" which expression shall, where the context so permits, mean and include its successors-in-interest, administrators and permitted assigns), of the Other Part;

Both Company and Insurance Company may hereinafter be collectively referred as "Parties" and each individually as a "Party".

WHEREAS, the Company wishes to acquire Insurance Company's services, as set forth in detail herein, and the Insurance Company agrees to provide such services on the terms and conditions herein contained.

NOW, THEREFORE, PARTIES in consideration of the foregoing, the mutual covenants and promises 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 therefrom, the representations and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the parties hereto agree as follows:

1. Services

(i) Insurance Company shall provide such services as specified in Request for Proposal (RFP) (the "Services"). The RFP and the Proposal submitted by the Insurance Company and approved by the Company is, in its entirety, hereby made an integral part of this Agreement and annexed as **Annexure A & B** respectively.

2. Term

Insurance Company shall provide Services during the period commencing 01-07-2025 to 30-06-2026 (the "**Term**"), unless terminated earlier in accordance with the terms of this Agreement as specified hereof. This Agreement may be further extended for an additional period, subject to mutual agreement of the Parties in writing, if required by the Company, and as permissible under the applicable PPRA laws.

3. Payment

A. Ceiling

For the Services to be rendered under this Agreement, the Company shall pay Insurance Company the insurance premium to be calculated in accordance with the agreed per live premium calculation schedule on prorate basis i.e. in accordance with the deletion and addition of lives between <u>July 01, 2025</u> to <u>June 30, 2026</u>.

B. Schedule of Payments

- (i) The policy premium payments will be released on biannual basis against an invoice duly submitted by the Insurance Company in accordance with Section 3A above. Premium related to additions of lives will however be released by the Company as and when an invoice is received.
- (ii) All applicable taxes will be deducted by the Company in accordance with the provisions of Income Tax Ordinance, 2001.
- (iii) Company will not be liable for payment of any interest charges or taxes associated with the cost of or related to this Agreement.

4. Performance Standards

Insurance Company undertakes to provide Services with the highest standards of professional and ethical competence and integrity. Insurance Company hereby undertakes to promptly replace any employees/focal persons assigned under this Agreement that Company considers unsatisfactory.

5. Confidentiality

Any/all information pertain to Company and provided to Insurance Company in connection with this Agreement (Confidential Information) shall be kept confidential by Insurance Company, its affiliates, agents, officers employees, advisers and without the prior written consent of Company, Insurance Company shall not distribute or disclose any of the Confidential Information pertains to Company in any manner whatsoever. Insurance Company shall take all reasonable precautions, which in any event shall not be less than those precautions used to protect its own Confidential Information, to keep the Confidential Information in the strictest confidence and to protect it from disclosure. In no event, shall the Insurance Company precautionary measures fall below the reasonable standard of care.

The Insurance Company shall hold in confidence and complete confidentiality and all documents and other information supplied to the Insurance Company by or behalf of Company or which otherwise came/come into its/his/their knowledge and relates to Company or any of its project.

The provisions of this Clause relating to confidentially shall survive the termination/expiry of this Agreement from the date of the termination/expiry of this Agreement for a period Seven (7) years.

6. Assignment

Insurance Company shall not assign this Agreement or sub-contract any portion of it without Company's prior written consent thereof.

7. Governing Law

This Agreement shall be governed by, and its provisions be construed in accordance with the applicable laws of Islamic Republic of Pakistan.

8. Dispute Resolution

Any dispute, controversy or claim arising out of or in connection with this Agreement shall be initially resolved through negotiation by Parties. If dispute(s) remain unresolved for a period of 30 days, it shall then be settled by the sole arbitrator appointed by both the Parties as mutually agreed in accordance with the Arbitration Act 1940 and the rules made thereunder. The venue of the arbitration shall be Islamabad, Pakistan. The award made by the arbitration process shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction. Each Party shall bear the arbitration cost own its own.

Each Party shall be responsible for the cost of preparing and presenting its own case and the fee of the Arbitrator shall be paid equally by the Parties

9. Termination of Agreement

This Agreement will cease to exist on June 30, 2026 (unless extended through mutual consent by the Parties in writing), however, the Company shall be exclusively entitled to terminate this Agreement at any time, with or without cause, by serving upon the Insurance Company at least thirty (30) days' prior written notice to terminate. Insurance Company shall continue to remain bound by Clause 5 "Confidentiality" obligations even after termination of this Agreement.

Upon expiry or premature termination of this Agreement, the Company shall not be liable to the Insurance Company for any compensation, reimbursement, or damages in any manner, except for the payment to be made in relation to the Services rendered till the time/date of termination of this Agreement.

10. Entire Agreement

This Agreement supersedes and replaces any oral or written communications heretofore made amongst Parties relating to the subject matter hereof. This Agreement along with **ANNEXTURES A** and **B** constitute the entire agreement between the Parties, and no other verbal or written communications shall be deemed to be a part of this Agreement (including an oral modification supported by new consideration), unless evidenced by written agreement of the Parties subsequent to the date of execution hereof.

11. Force Majeure

Neither Party shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform, any of its obligations under this Agreement if the delay or failure was beyond that Party's reasonable control (including fire, flood, explosion, epidemic, panademic, riot, civil commotion, act of God, war or warlike hostilities or threat of war, or any prohibition or restriction by any governments or other legal authority which affects this Agreement and which is not in force on the date of this Agreement).

A Party claiming to be unable to perform its obligations under this Agreement (either on time or at all) in any of the circumstances set out in this Clause must notify the other Party in writing, within ten (10) working days or as soon as practicable, of the nature and extent of the circumstances in question.

This Clause shall cease to apply when such circumstances have ceased to have effect on the performance of this Agreement and the Party affected shall give notice to the other Party that the circumstances have ceased.

If any circumstance relied on by either Party for the purposes of this Clause continue for more than fifteen (15) days, the other Party shall be entitled to terminate this Agreement by giving fifteen (15) days' notice.

12. Miscellaneous

- i. No alteration, waiver or change in any of the terms and conditions of this Agreement shall be effective unless made in writing and duly executed by an authorized officer or representative of the Company and the Insurance Company.
- ii. Any amendment to this Agreement shall only be binding if executed in writing by the Parties through their duly authorized representatives.
- iii. The failure or delay of either Party in exercising any of its rights provided for in this Agreement shall not be deemed to be a waiver of such rights, or any of its other rights under this Agreement, nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter. Any waiver must be given in writing and signed by the Party waiving its rights.
- iv. Both Parties shall act as independent contractors with respect to one another. Nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the Parties.

- v. The Parties shall not, either during the Term, or after the expiration of this Agreement, disclose any proprietary or confidential information relating to the Services, this Agreement, or business or operations without the prior written consent of the concerned Party, unless such disclosure is required by law. The Parties agree that they will use best efforts to ensure-that their subcontractors and personnel are bound by and comply with the requirement of confidentiality set out in this clause.
- vi. Any notice by either Party to another hereunder shall be served sending the same by registered email or through letter containing seal of the Company / Insurance Company at the address of the party herein or at any changed address notified by the respective party to the other and the notice so given shall be deemed to have been properly served and received by the respective party.
- viii. This Agreement may be executed in (02) two or more counterparts each of which shall be considered one and the same Agreement and each of which shall be deemed an original

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day, month and year first written above.

FOR & ON BEHALF OF

[Insurance Company]	[Ignite]
Name:	Name:
Title:	Title: Chief Executive Officer
Date:	Date:
<u>W</u>	<u>ITNESSES</u>
1.	1.
Name:	Name:
Title:	Title:
CNIC:	CNIC:
2.	2.
Name:	Name
Title:	Title:
CNIC:	CNIC:

Note -2: This Agreement is a Draft Agreement subject to change in terms and conditions upon negotiation with the successful bidder during the award of the agreement. The bidders should only follow the terms of reference and instructions given in this RFP document for submission of their bids.