



REQUEST FOR PROPOSAL Provision of Services of "Health Insurance"

Proc No.: IGNITE/Health Insurance Coverage/2021-22-/0029/Proc

June 10, 2021

IGNITE

Ministry of Information Technology & Telecom Government of Pakistan

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

1 Contents

| 2 | Abo | ut Ignite(The Company) | 3 |
|----|---------|---------------------------------------|--------------|
| 3 | Ove | rview of Proposal | 3 |
| | 3.1 | Background and Introduction | 3 |
| | 3.2 | Terms of Reference | 3 |
| | 3.3 | Proposed Methodology | 4 |
| | 3.4 | Essential Eligibility Criteria | 4 |
| 4 | Star | ndard Instructions | 4 |
| | 4.1 | Contract Term and Work Schedule | 5 |
| 5 | Prop | oosal Submission Requirements | 6 |
| 6 | Payı | ment Plan | 6 |
| 7 | Prop | posal Submission | 6 |
| 8 | Eval | uation Criteria | 7 |
| | 8.1 | Scoring Criteria | 7 |
| | 8.2 | Performance Bond | 9 |
| 9 | Annexu | ıre A | 21 |
| 1 | 0 Annex | cure BEligibility Criteria(Mandatory) | .22 |
| 1 | 1 Annex | kure C | 23 |
| 1. | 2 Annex | kure D | 24 |
| 1. | 3 Annex | kure E | .25 |
| 1 | 4 Annex | cure F (Draft Agreement) | 27 |
| 1 | 6 Annex | cure G | .31 |

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Ignite has been incorporated with the Securities and Exchange Commission of Pakistan (SECP) under Section 42 of the repealed Companies Ordinance, 1984 (now Companies Act 2017) by the Ministry of IT, Government of Pakistan (hereinafter referred to as "the Company"). Ignite 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. DigiSkills.pk has delivered over 1.7 million trainings in the future of work. More details about the company are available at http://www.ignite.org.pk.

3 Overview of Proposal

Ignite invites proposals only from 'A' and above rated Health Insurance Companies for "Health Insurance" for staff and their dependents (Spouse & Children) as per guidelines mentioned in this RFP.

3.1 **Background and Introduction**

The Company was established through SRO No. 1076(1)/2006 and is governed by its Board of Directors through approved Policy Framework and Operations Manual in addition to the applicable rules and regulations i.e., Companies Act, 2017.

3.2 Terms of Reference

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

- a) Medical Insurance Benefits as given in Annex "C" & "D".
- 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.
- v. Performance of the Company with previous and present Clients
- vi. "Turnaround Time" for Claims settlement should not be more than 20 calendar days.
- c) The company must have reputable hospitals on its panel in all major cities of Pakistan but especially at Islamabad/Rawalpindi e.g. Shifa International, Maroof, Ali Medical Center, Quaid-e-Azam International, Kulsoom International 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.

d) Although there will be an increase in next financial year, however current number of employees and their dependents is as under:

| EMPLOYEES | 5 | SPOUSES | CHILDREN |
|-----------|---|---------|----------|
| 43 | | 39 | 84 |

Grand Total

166 (expected on June 01 2021)

3.3 **Proposed Methodology**

Bidders will submit a detailed health insurance plan as per attached forms including clearly mentioning previous similar work performed and the successful bidder will hold a meeting with the management of the Company to discuss in details 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 | 50% |
| Financial | 50% |
| TOTAL | 100% |

- c. Proposals shall be submitted in English language.
- d. 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.
- e. 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.

- f. The Company reserves the right to accept or reject all of the proposals submitted at any time in accordance with applicable PPRA rules.
- g. The costs of preparing the proposal and of negotiating any subsequent funding, including visits for discussion with the Company are not reimbursable.

PROPOSAL VALIDITY

h. Proposals submitted should remain valid for a period of 120 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 | 10 th June, 2021 | |
| 2 | Deadline for receiving queries / questions | 16 th June, 2021 | |
| 3 | Response to queries questions related to RFP | 18 th June, 2021 | |
| 2 | Proposal Submission Deadline | 25 th June, 2021 | |
| | | 1100 Hrs | |
| 3 | Opening of Technical Proposals (in front of applicants at 3 rd Floor, TF Complex G-9/4, | 25 th June, 2021 | |
| | Islamabad) | 1130 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 to Rs. 50,000/- as Earnest Money crossed in favour of "Ignite.". Any Technical bid not accompanied by full Earnest Money shall be rejected without any right of appeal. In case of cancellation of Purchase Order as default of the Supplier the earnest money shall be forfeited in favour of Ignite

6 Payment Plan

The payment will be disbursed bi-annually in July 2021 and January 2022.

7 Proposal Submission

- a. 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 (MS Word compatible file format).
- b. 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 25th, **2021 by 1100 hrs**
- c. All documents submitted should be duly stamped and initialed by authorized representative of the applicant firm.

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

Tel: 051-9107441-6 to 135 Email: procurement@ignite.org.pk

d. Technical Proposals shall be opened at **June 25th, 2021 @ 1130 hrs** in presence of all applicants who choose to be present.

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.

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 | | |
| Χ. | Claim payout ratio (latest available financial statement) | | |
| | | 10 | |
| XI. | <u>Client base (Provide figures & attach list)</u> | | |
| | | | |
| XII. | Number of Branches (Provide figures & attach list) | 5 | |
| XIII. | Number of Panel Hospitals (Provide figures & attach list) | | |
| XIV | Presentation | 5 | |
| | <u>Total</u> | 50 | |

Financial Evaluation

All Bids should be quoted in Pak rupees. Financial score shall be calculated as follows:

(Lowest bidder's total cost/bidder's total cost) x 50

| | Marks | Obtained |
|-------------------------------------|-------|----------|
| Bid Price | 50 | |
| Grand Total (Technical + Financial) | 100 | |

8.2 Performance Bond

The successful bidder will be required to provide bank guarantee of **Rs. 300,000** 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

B1. TECHNICAL PROPOSAL SUBMISSION FORM

| [Location, Date] |
|---|
| To: |
| Manager Procurement Ignite 3 rd 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. 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: |

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 | |
| | 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) | INCLIDANCE | 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:

| I, the undersigned, certify that to the best of my knowledge and belief, these data correctly |
|---|
| 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.
- C3. Breakdown of price per activity.

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, i.e., [Date]. 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:

C2. – Summary of Costs

| Costs (Taken from Form 3C) | Pak Rupees |
|------------------------------------|------------|
| Subtotal | |
| Local Taxes | |
| Total Amount of Financial Proposal | |

C3. – Breakdown of Price per Activity

| Activity No.: | Activity No.: & Description |
|-----------------|------------------------------|
| Price Component | Pak Rupees. |
| | |

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)

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

| # | Mandatory Eligibility Criteria | Yes | No |
|---|--|-----|----|
| 1 | Proof of Certificate of Incorporation or Registration or equivalent | | |
| 2 | Proof of NTN Certificate and GST Registration Certificate (if applicable) | | |
| 3 | Recent Affidavit (on Rs. 100 stamp paper) that the Bidder is not insolvent and bankrupt & is on an active tax payer list. | | |
| 4 | Recent Affidavit (on Rs. 100 stamp paper) that the Bidder has not been blacklisted or debarred by Public Procurement, Government, Semi-Government, Private, Autonomous body or any other international organization. | | |

DESCRIPTION/BENEFITS OF HEALTH POLICY

Period from 01-07-2021 to 30-06-2022

| EXPENSES – HOSPITALIZATION SERVICES | |
|-------------------------------------|-------------------------------------|
| Room | Private/ Rs. 16,000/day |
| Hospitalization | Rs. 700,000/- per employee per year |
| CORPORATE POOL (ASO)* For | |
| consultancy/treatment, medication & | Rs. 75,000 per annum per employee |
| Lab Tests. | |
| EXPENSES – MATERNITY | |
| Normal (1 month pre & post visits) | Rs. 150,000/- |
| Complicated Delivery (1 month pre & | Rs. 180,000/- |
| post visits) | N3. 100,000/- |
| GEL FOR SERVICES* | Rs. 500,000 |

^{*} 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. | | | |
| | MAJOR MEDICAL CARE/DREAD DISEASE. | | | |
| Bidders to provide complete list of diseases being offered under machine 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 | LIST OF HOSPITALS | | | |
| | Bidder should provide list of hospitals in Islamabad and Rawalpindi which are on their panel at present with evidence | | | |
| 06 | LIST OF LABS | | | |

| | Bidder should provide list of laboratories in Islamabad and Rawalpindi which are on their panel at present with evidence |
|----|--|
| 07 | All non-panel hospitalization claims must be reimbursed within 15 calendar days after submission of bills by employee. |

Financial Bid Form -Group Health Insurance of Ignite Employees From 01-07-2021 to 30-06-2022

STRENGTH COVERED (CATEGORY WISE)

| | TOTAL |
|--------|-------|
| Self | |
| Spouse | |
| Child | |
| TOTAL | |

GROSS PREMIUM CHARGED (CATEGORY WISE)

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

| Authorized Sign | atory | | |
|-----------------|-------|---|------|
| Name | | | |
| Designation | | | |
| Signature | | | |
| Stamp | | | |
| Date | | _ | |

AGREEMENT FOR PROCUREMENT OF GROUP HEALTH INSURANCE

This Agreement for procurement of group health insurance services (the "**Agreement**") is made at Islamabad on this [*] day of [*], [20__] (the "**Commencement 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 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 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 Insurance Company agrees to provide such services on the terms and conditions herein contained.

NOW, THEREFORE, PARTIES hereby agree as follows:

1. Services

- (i) Insurance Company shall provide such services as specified in Clause 3 entitled "Scope of Services," of 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.
- (ii) Insurance Company shall submit to Company such reports, in the form and within the timelines specified by Company.

2. Term

Insurance Company shall provide Services during the period commencing 01-07-2021 to 30-06-2022 (the "Term"). The Agreement

is further extendable on such terms and conditions as mutually agreed, in writing, between Parties.

3. Payment

A. Ceiling

For Services 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 **July 01, 2021** to **June 30, 2022**.

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 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 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

Insurance Company shall not, during Term of this Agreement and for a period of two years following its termination/expiration etc., disclose any proprietary or confidential information relating to Services, this Agreement or Company's business operations without prior written consent of Company.

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 arising out of or related to this Agreement, or any of its amendments, shall be first settled through good faith bilateral negotiations between Parties, failing which, by reference to arbitrators, one to be appointed by each Party to the dispute, and in case of disagreement amongst the arbitrators so appointed, to the arbitration of an umpire who shall be appointed by the said arbitrators before entering the reference. The venue of arbitration shall be Islamabad or any other city in Pakistan to be mutually agreed between Parties. Arbitration proceedings, as mentioned in this section, shall be governed by the Arbitration Act, 1940 and any rules framed thereunder.

9. Termination of Agreement

This agreement will cease to exist on June 30, 2022 (unless extended through in writing by the Parties), however, both or any of the Parties may like to terminate this Agreement at any time, with or without cause, by serving upon other at least thirty (30) days' prior written notice to terminate. Insurance Company shall continue to remain bound by Section 5 Confidentiality obligations even after 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 constitutes the entire agreement between 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 Parties subsequent to the date of execution hereof.

11. Force Majeure

- 1. 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, lockout or other industrial action, act of God, war or warlike hostilities or threat of war, terrorist activities, accidental or malicious damage, 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).
- 2. 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 of the nature and extent of the circumstances in question as soon as practicable.
- 3. 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.
- 4. If any circumstance relied on by either Party for the purposes of this Clause continues for more than fifteen (15) days, the other Party shall be entitled to terminate this Agreement by giving fifteen (15) days' notice.

12. Miscellaneous

- 1. No alteration, waiver or change in any of the terms of this Agreement will be effective unless made in writing and duly executed by an authorized officer or representative of the Company and the Supplier.
- 2. 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.
- 3. 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.
- 4. 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 or regulation. 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.

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

| Signed for & on behalf of the Company | Signed for & on behalf of the Insurance Company |
|---------------------------------------|---|
| By: | By: |
| Title: | Title: |
| CNIC: | CNIC: |
| Date://2021 | Date://2021 |
| Witness - 1 | $\underline{\text{Witness}-1}$ |
| Name: | Name: |
| Designation: | Designation: |
| Signature: | Signature: |
| CNIC: | CNIC: |
| | |
| Witness - 2 | $\underline{\text{Witness}-2}$ |
| Name: | Name: |
| Designation: | Designation: |
| Signature: | Signature: |
| CNIC: | CNIC: |

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. 300,000 (Three 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. 300,000 (Three 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.

| | C |
|------------------------------------|---|
| Yours truly, | |
| Signature and Seal | |
| Name of Bank/Financial Institution | |
| Address | |
| Date | |