



Sindh Agriculture University

TENDER / BID DOCUMENTS

Tender inquiry No.HR/HIP/NIT/2017/1263

Dated: 17.03.2017

HEALTH INSURANCE POLICY FOR SINDH AGRICULTURE UNIVERSITY, TANDOJAM EMPLOYEES AND THEIR DEPENDENT FAMILY MEMBERS.

For information / issuance & submission of bidding documents:

Additional Registrar/Focal Person, Health Insurance Cell,
Sindh Agriculture University, Tandojam – 70600,
Office Phone No.022 2765870 Ext: 303
Email: gmqureshi@sau.edu.pk

Issuance of tenders / bid documents	:	21.03.2017 at 09:00 am
Last date for collection of tender /bid documents	:	05.04.2017 at 03:30 pm
Date for submission bid	:	06.04.2017 upto 01:30 pm
Date for opening of bid	:	06.04.2017 at 02:30 pm
Cost of documents	:	Rs.2000/- (rupees Two-Thousand) only

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INVITATION

Sindh Agriculture University, Tandojam invites insurance companies under “Single Stage Two Envelopes” bidding procedure under SPPRA rule, 2010 for providing Health Insurance Services for the Sindh Agriculture University Employees and their dependents family members. The tentative number of employees currently serving & pensioners upto 65 years age including their dependent family members at SAU are **8996**. The service period shall be for a 12-months from the date of effectiveness and extendable for 1-year more as per ToRs of agreement. The bids are invited from well reputed Insurance Companies which are registered / licenced in the relevant field in Pakistan. The interested Firms are requested to give their best & final prices as negotiations on the prices once quoted/offered are not permissible under the SPP rule, 2010 (amended 2013).

The Bids submitted in response to the Tender/Bidding Documents by any of the Bidders shall be upon the full understanding and agreement of all terms of the Tender/Bidding Documents and such submission shall be deemed as an acceptance to all the terms and conditions stated in the Tender/Bidding Documents. Any Bid in response to the Tender/Bidding Documents submitted by any of the Bidder shall be construed based on the understanding that the Bidder has done a complete and careful examination of the Tender/Bidding Documents and has independently verified all the information received from the Sindh Agriculture University, Tandojam.

Additional Registrar / Focal Person
(SAU Health Insurance Cell)
Sindh Agriculture University,
Tandojam

02 – INSTRUCTIONS TO BIDDERS

Bids / Proposals should be submitted to the Additional Registrar/Focal Person, Health Insurance Cell, Sindh Agriculture University, Tandojam. The bidders shall be required to submit a Bid's Earnest Money in the shape of demand draft/pay order 2% of the bid offered rate, in the favour of Director Finance, Sindh Agriculture University.

Sindh Agriculture University, would adopt the SINGLE STAGE –TWO ENVELOPE BIDDING PROCEDURE for evaluation of bids.

Sindh Agriculture University reserves the right to reject any or all bids in accordance with provisions of Sindh Public Procurement Authority (SPPRA) Rules. 2010 (Amended, 2013).

03 – ELIGIBILITY CRITERIA OF INSURERS(S)

- Certificate of Incorporation & valid license to transact insurance business with SECP (Proof is required);
- Valid NTN/Income Tax of FBR and SNTN of Sindh Revenue Board (SRB) Registration Certificates showing service category (Valid Proof is required);
- Affidavit from the CEO or CFO or Company Secretary of the Insurer that the “Firm has never been black listed by any Government & Semi-Government organization/agency/department”. All those insurance companies black-listed by any Government & Semi-Government organization/agency/department, shall not be entertained;
- Minimum five (05) years’ experience in providing health insurance services is required (documentary evidence is required). Copies of at least five (05) paid invoices for each of past five years shall be provided;
- Minimum 1,000 active health insurance cards offered to clients during last 05 years (documentary evidence is required). Copies of signed agreement or invoices shall be considered as appropriate evidence;
- Minimum amount of equity should be Rs.100.00 Million (documentary evidence is required). Accounts of 30th June 2016 shall be considered as evidence;
- Minimum PACRA / JCR-VIS Rating required is “A”, which should not be more than two (02) years old.

Note: - (i) It must be noted that the bidder/company shall meet eligibility criteria otherwise it shall be declared ineligible; and their bid will not be further evaluated.

(ii) In case, the Health Insurance service provider firm/company is not registered with SRB; it is immediately advised to get E-registration with SRB without lapsing any further time.

04 - DESCRIPTION OF SERVICES TO BE PROVIDED BY THE COMPANY

Sindh Agriculture University will assist in the provision of the framework outlining the list of employees, pensioners upto the age of 65-years and their entitled dependents to be insured along with their required benefits to be covered. Sindh Agriculture University, however, will bear the cost of premium based on the details provided under the scope of work. Other main responsibilities of the Insurer(s) are as under:

1. To provide medical services within the province of Sindh/Pakistan in line with the scope of work as well as the signed agreement between the successful Insurer and Sindh Agriculture University;
2. To provide medical services through using, Health Insurance Card in combination with CNIC initially. At least two (02) cards shall be issued to each family with details of insurance coverage as well as policy details.
3. To ensure the capacity to resolve all issues amicably and efficiently round the clock without any delay; and for the purpose an actively dedicated Call Center for 24/7 must be operational in the company beforehand. The concerned staff/representative shall behave properly and friendly with employees/staff of Sindh Agriculture University and their dependents. The company shall provide complete computerized log/record for all incoming and outgoing calls;
4. It is responsibility of the company to maintain & provide record of insured employee & its dependent family members regarding approval in each case and all type of expense on daily basis about the status of usage & billing to Focal Person, SAU Health Insurance Cell.
5. All rejected claims along-with relevant record shall be submitted to Focal Person SAU Health Insurance Cell within 07 days;
6. In case of any fraudulent use of the health insurance facility by the employee(s)/dependent(s), the health insurance company shall have the responsibility to forfeit/discontinue the facility to the concerned employee(s) and intimate the same to Focal Person SAU Health Insurance Cell.

5 – SCOPE OF WORK

The scope of services will be based on the following benefits:

- In-Patient Treatment (Hospitalization) and/or Day Care Treatment;
- Maternity;
- Other Medical Services/Facilities

5.1 – IN PATIENT TREATMENT (HOSPITALIZATION & DAY CARE) BENEFITS

The In Patient (hospitalization and day care) benefit must cover all medical expenses incurred up to the specified limit while an insured is hospitalized due to illness, surgery, operative procedures or accident.

Description of benefits / Plan	Plan -A	Plan -B
	Executive Grade 16-22	Management Grade 01-15
<u>Hospital Care:</u> Total hospital, surgical & misc. expenses inclusive of daily room rent charges <ul style="list-style-type: none"> • Annual limit per insured person (employee, spouse and children including pensioners upto 65 years age) • Annual limit per insured person for parents 	Rs.500,000/- Rs.200,000/-	Rs.300,000/- Rs.100,000/-
50% increase in basic hospitalization limit, if the hospitalization is due to an accident. <ul style="list-style-type: none"> • Annual limit per insured person (employee, spouse and children including pensioners upto 65 years age) • Annual limit per insured person for parents 	Rs.250,000/- Rs.100,000/-	Rs.150,000/- Rs.50,000/-
<u>Hospital Accommodation & board:</u> Private, Semi Private, General Ward (as per hospital facility)	Upto Rs.10,000/-	Upto Rs.6,000/-
<u>Maternity Care:</u> <ul style="list-style-type: none"> ○ Normal Delivery / Forceps ○ Cesarean/Multiple birth ○ Pre-Natal & Post natal OPD is covered ○ Delivery conducted by certified midwife at home on provided birth certificate issued by NADRA 	Rs.45,000/- Rs.65,000/- 20% of Normal Delivery	Rs.35,000/- Rs.50,000/- 20% of Normal Delivery

Eligible medical expenses shall include hospitalization and Day Care as follows:

HOSPITALIZATION	DAY CARE
-Daily Room and Board charges; -In-hospital consultations charges; -Surgical Fees; -Anesthetist's Fee; -Diagnostic Investigations; -Operation Theatre Charges; -Blood & Oxygen supplies; -In-patient medicines expenses; -ICU / CCU charges; -Organ Transplant; -Burns -Stroke/CVA	-Lithotripsy; -Endoscopy; -Excision Biopsy; -Gastroscopy; -Partial Mastectomy; -Tonsillectomy/Adenoidectomy; -Veins/Varicose; -Non-malignant tumors/Abscess; -Cholecystectomy; -Herniorrhaphy; -Appendectomy; -Cataract Surgery;

Health Insurance Policy for Sindh Agriculture University, Employees and their Dependent Family Members.

<ul style="list-style-type: none">-Local ambulance services;-Pre & post-hospitalization out-patient;-Expenses, such as; consultation charges, cost of prescribed medicines and diagnostic tests before & after (30 days).-Angioplasty/By-Pass Heart Surgery;-Thyroid Dichotomy-Other Operative Procedures	<ul style="list-style-type: none">-Angiography;-MRI;-CT Scan;-Thallium Scan;-Kidney Dialysis;-Treatment of cancer (including chemotherapy with pre & post hospitalization expenses of chemotherapy) up to full hospitalization limit;-Treatment of Hepatitis B & C such as, Inj.Interferon therapy/ Tab. Sovaldior or equivalent along with all combination therapy, consultation & laboratory tests such as PCR/LFT) up to full hospitalization limit;-Treatment of all injuries/fractures and lacerated wounds-Accidental Dental treatment- Other Operative Procedures
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- Congenital Birth Defects (CBD) should be fully covered under basic hospitalization;
- No deductions or comparison for re-imburement on Pre & Post 30 days related hospitalization claims except non-medical items & medical equipment;
- In case of emergency medical treatment from any non-panel hospital, the company shall reimburse the amount of expenditure incurred on such treatment subject to strict verification and counter check on its own.
- Ambulance charges would be covered from hospitalization benefit (In case of accident and life threatening situations).

5.2 – MATERNITY

- Follow-up visits of patients during or after pregnancy;
- Normal/Caesarean/Multiple Birth/Force/Complicated;
- Pre & Post Natal Expenses are to be covered up to the maternity limit (after Delivery);
- Obstetrician's Fee for delivery & Consultation during hospitalization;
- Coverage of congenital birth defect/illness under all benefits;
- Newly born babies are to be covered from very 1st day of birth;
- New born baby's nursery care charges during mother's hospitalization, including incubator facility;
- Miscarriage resulting into D&C or D&E payable from normal maternity limit once in a year.

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5.3 – OTHER MEDICAL BENEFITS, FACILITIES /SERVICES

1. 20 (twenty) Executive checkups of A-package and 50 (fifty) Executive checkups of B-package (employees and spouse) of Aga Khan University Hospital, Karachi.
2. Pre- & Post admission treatment, tests and doctors' visits for one month including medicine and laboratory tests.
3. Treatment of Hepatitis A, B, C & E such as, Inj. Interferon therapy/ Tab. Sovaldior or equivalent along with all combination therapy, consultation & laboratory tests (i.e PCR/LFT) up to full hospitalization limit;
4. Circumcision of Baby Boy under local/general anesthesia by qualified Doctor, with treatment of complication, if occurred.
5. Vaccinations of the children's as suggested by qualified child specialist, with treatment of complications, if occurred.
6. Accidental injuries including road accident, driving acid burn injuries, poisoning, snake scorpion or other insect bites;
7. Other diseases for which the qualified medical officer refers the cases for hospitalization under consultant's medical case;
8. Employee's Accidental Death coverage;
9. Ortho Fracture & any emergency;
10. Congenital diseases are fully covered;
11. International treatment care covered on re-imburements and in comparison to AKUH, Karachi rates;
12. Any other Chronic ailment apart from the mentioned diseases.

5.4 – SPECIAL POOL

Special pool of Rs.10,000,00/- shall be kept for whole Executive/Management plan which shall be utilized with the recommendation of the Focal Person SAU Health Insurance Cell, in case of exceeding prescribed limit for any insured member.

6 – ELIGIBILITY CRITERIA FOR THE INSURED EMPLOYEES

Following employees, pensioners, family members including parents are to be covered with full-insured limits;

- a) Employees' upto 60 years
- b) Pensioners' upto 65 years
- c) Spouse(s) upto 65 years
- d) Son(s) upto 24 years
- e) Daughter(s) till married
- f) Parents' upto 85 years

7- CRITERIA FOR TECHNICAL EVALUATION

S. #	Description of the Item	Benchmarks	Marks (100)	
			Break Up	Awarded
1.	Number of Years in the business of providing Health Insurance	10+ Years 7+ Years 5+ Years	10 7 5	
2.	Number of active Health Insurance Cards	4000 – 5000 2000 – 3999 1000 to 1999	10 7 5	
3.	Total Numbers of Branch Offices or arrangements of insurance company in Pakistan specifically in Sindh.	50 and above 30 - 49 10 – 29	10 7 5	
4.	Total Assets as on 30th June 2016 (Attach accounts for 30th June 2016)	100.00 Million and above 50.00 Million and above 25.00 Million and above	10 7 5	
5.	Equity / Networth of the Insurance company as on 30th June, 2016	Above Rs.500 Million Rs.499 – Rs.400 Million Rs.300 – Rs.399 Million	20 14 10	
6.	PACRA/JCR-VIS Rating	AAA AA A	10 8 7	
7.	No. of Panel Hospital under credit facility in Province of Sindh (Provide credible documentary evidence)	100 and above 80 – 99 50 – 79	10 7 5	
8.	Medical Call Centre (Help Line Service) – 24/7 (Provide credible documentary evidence)	Yes No	10 0	
9.	Number of Full-Time Doctors for case management in Medical & Claim Department of the Insurance Company (Provide details duly signed by authorized person of firm/company)	5 and above 3 – 4 Below 3	10 7 0	

Note:- Qualifying marks-70%. First, technical proposal shall be evaluated and financial proposal of only those bidders will be opened who score 70% marks or more in the technical evaluation criteria. All details/supporting documents must be duly stamped and signed by authorized person of insurance firm /company. All details/supporting credible documentary evidence must be duly stamped and signed by authorized person of insurance firm /company.

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8 – FINANCIAL PROPOSAL

Bid found to be the lowest evaluated shall be accepted as per Rule 46(2)(j) and rule-49 of SPPRA rules. The premium shall be quoted with applicable taxes /duties, if any, as per below given Age-Bands.

S#	Category	Age Bands	Yearly premium (Rs.)						Total (Rs.) (F+I)
			Plan-A			Plan-B			
			No. of lives	Rate per person	Total	No. of lives	Rate per person	Total	
A	B	C	D	E	F	G	H	I	J
01	Employee male	18-25	03			41			
02	Employee male	26-35	47			210			
03	Employee male	36-45	125			280			
04	Employee male	46-55	200			545			
05	Employee male	56-60	74			148			
06	Employee male	60 & above	01			0			
07	Employee Female	18-25	02			02			
08	Employee Female	26-35	15			10			
09	Employee Female	36-45	29			10			
10	Employee Female	46-55	21			23			
11	Employee Female	56-60	03			07			
12	Employee Spouse Male (Husband of Female Employee)	18-25	02			01			
13	Employee Spouse Male (Husband of Female Employee)	26-35	03			03			
14	Employee Spouse Male (Husband of Female Employee)	36-45	12			06			
15	Employee Spouse Male (Husband of Female Employee)	46-55	10			06			
16	Employee Spouse Male (Husband of Female Employee)	56-60	01			01			
17	Employee Spouse Male (Husband of Female Employee)	60 & above	02			02			
18	Employee Spouse female (Wife of Male Employee)	18-25	14			48			
19	Employee Spouse female (Wife of Male Employee)	26-35	84			205			
20	Employee Spouse female (Wife of Male Employee)	36-45	151			320			
21	Employee Spouse female (Wife of Male Employee)	46-55	142			233			
22	Employee Spouse female (Wife of Male Employee)	56-60	20			35			
23	Employee Spouse female (Wife of Male Employee)	60 & above	04			15			
24	Employee son & daughter	0-11	506			1336			
25	Employee son & daughter	12-24	835			1725			
26	Employee daughter	25-34	84			130			
27	Employee daughter	35-44	03			10			

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28	Pensioner	Below 60 years	39			55			
29	Pensioner	60-65	64			96			
30	Employee Parents	Below 60 years	58			149			
31	Employee Parents	60-85	340			450			
Grand Total			2894			6102			

Note: The number of employees can be increased or decreased from time to time on account of new induction or in service death, and/or change from category B to A on account of promotion.

09 – AWARD OF INSURANCE CONTRACT

The bidder /firm who complies the eligibility criteria, obtain qualifying marks of 70% or more in the technical proposal and quotes the lowest financial bid (premium) will be declared lowest evaluated bidder and will be awarded contract.

10 – CANCELLATION OF BIDDING PROCESS

The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. Procuring agency shall, upon request, communicate to any firm/company who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds (SPPRA Rule-25).

11 – DURATION OF INSURANCE CONTRACT

- The agreement shall be for the duration of one (01) year from the effective date which may further be extended for an additional term of One (01) year subject to the terms of the Services Agreement.
- The first contract year, shall end as per the date of effectiveness and all payments shall be made on quarterly basis.

12 – PAYMENTS

- Sindh Agriculture University shall bear the cost of Premium quarterly in advance subject to Bank Guarantee as specified in Clause 14.7 of the Tender/Bidding Documents;

13 – CANCELLATION

- If the company fails to carry out an obligation or fails to comply with agreed terms, the Sindh Agriculture University, through notice(s), may require the Company for making good and for remedying it within a reasonably specified time.
- The Sindh Agriculture University shall be entitled to terminate this contract if the company:
 - Abandons the contract or otherwise clearly demonstrates the intention not to continue performance of its obligations thereunder;
 - Repeatedly fails in remedying defects pointed out in writing;
 - Becomes bankrupt or insolvent, goes into liquidation (other than the purposes of solvent reconstruction or amalgamation), or administration order has been passed against it.

14 – TERMS & CONDITIONS

- 14.1 The details should be enclosed in separate documents and /or Annexures;
- 14.2 Sealed Technical & Financial proposals in accordance with SPPRA rules, under “Single Stage-Two Envelopes Procedure”, shall be submitted;
- 14.3 Two separate sealed envelopes each for technical and financial proposal shall be submitted in one large sealed envelope marked as “Bids for Health Insurance Policy for the employees and entitled dependants of Sindh Agriculture University”. Envelops shall bear the word “**Confidential**” and “**Technical Proposal**” / “**Financial Proposal**” for the respective bid;
- 14.4 First, technical proposal shall be evaluated and financial proposal of only those bidders will be opened who score at least **70%** marks in the technical evaluation criteria;
- 14.5 All the participants of the tender will be required to submit the Earnest Money in the shape of pay order equivalent to **2%** of the bid price (Column-J of clause-8) in favor of the Director Finance, Sindh Agriculture University as bid security deposit to be refunded after signing of contract with the successful bidder. The bid security be enclosed with financial proposal. In case, the bid security (2% of the bid price) is not provided, the bid shall be considered as non-responsive and no further evaluation of bid will be carried out as per SPPRA rules;
- 14.6 The bids/ offers of only such service providers shall be accepted who are registered with Sindh Revenue Board and produce valid SRB certificate of registration showing Sindh Sales Tax registration number (SNTN) & service category;
- 14.7 The Successful bidder shall provide guarantee in the form of a first demand irrevocable and unconditional guarantee; to be issued by scheduled Bank in Pakistan (with a minimum credit rating of at least ‘AA-‘ as rated by JCR-VIS or an equivalent rating by PACRA) as approved/ agreed by the Procuring Agency in the best interest of SAU, in the form of a demand guarantee / pay order/ stand by letter of credit, guaranteeing the payment to Sindh Agriculture University for any amount paid in advance and shall be utilized as per Service Agreement;
- 14.8 Proposals should be submitted with stamp(s) of the organization/ company otherwise these may be rejected;
- 14.9 Bid should be valid for Ninety (90) days from the date of submission of bids. The interested firms should give their best & final prices as negotiations on the prices once quoted / offered are not permissible under the SPPRA Rules, 2010 (amended 2013);
- 14.10 The rates should include applicable taxes including Income Tax, G.S.T etc., if any;
- 14.11 Incomplete bid / proposal or those received after deadline date and time will not be entertained;
- 14.12 No tender will be entertained without bid security in the prescribed form and such tender will be rejected on the spot;

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- 14.13 Sindh Agriculture University will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids;
- 14.14 The sealed proposals/bids should be submitted not later than 01:30p.m. on 6th April, 2017 to the Additional Registrar/Focal Person (SAU Health Insurance Cell) 1st Floor Administration Block, Sindh Agriculture University, Tandojam;
- 14.15 The Tenders / Bids will be opened on the same day i.e. 6th April, 2017 at 02:30 p.m. as per timings prescribed in the Tender Notice in the presence of bidders;
- 14.16 In case of non-completion of quorum, the tenders will be again issued / submitted / opened on the dates as specified in the Tender Notice vide No.HR/HIP/NIT/2017/1263 Dated: 17.03.2017;
- 14.17 Sindh Agriculture University may reject all or any bids subject to the relevant provision of SPPRA rule 2010 (amended 2013)
- 14.18 Any oral communication from or with the authorized person(s) will be considered as un-official and non-binding on the procuring agency i.e. Sindh Agriculture University, Tandojam. The Insurance Company should rely only on written statements exchanges with the authorities concerned.
- 14.19 Technically successful bidder should have to give presentation before opening of financial bids.

15 – IMPORTANT NOTE

The Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny. It is intimated that no objection shall be entertained regarding the terms and conditions of the Bidding Documents at the later stages during the tender process. This Bidding Process will be governed under Sindh Public Procurement Rules-2010, as amended from time to time.

16 - SYNOPSIS OF THE INSURANCE COMPANY

S#	Particulars	Description / Remarks
1.	Name of the Organization / Contractor	
2.	Date of Establishment	
3.	Date of Registration	
4.	Registration No.	
5.	NTN No.	
6.	G.S.T No.	
7.	S.R.B No.	
8.	Corporate Status	
9.	Owner/Proprietor/MD/CE Name:	
10.	CNIC No. :	
11.	Mailing Address	
12.	Contact No(s).	
13.	Cell No(s).	
14.	Fax No(s).	
15.	Email Address	
16.	Bank Name & Account No. (for which statement is enclosed)	
17.	Attachments:	Attested copy of valid NTN, SRB & G.S.T Certificates.
		Affidavit that company had never been black-listed
		Copy of 'Bank Statement' of last 6 months or copy of 'Financial Soundness' certificate
		Report of audited account.
		List of Clients with contact person (regular and occasional)

17 - PERFORMANCE SECURITY

The successful Bidder shall furnish Performance Security as under: -

- within the number of days as mentioned the Letter of Acceptance letter from the Procuring Agency;
- in the form of a first demand irrevocable and unconditional guarantee, issued by a scheduled Bank in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR-VIS or an equivalent rating by PACRA) acceptable to the SAU, in the form of a demand guarantee / pay order / standby letter of credit, guaranteeing the payment to the Authority of an amount equal to five (05) percent of the Bid Price (Table-7: Column-E, Sr.#34); or in another form acceptable to the Procuring Agency;
- For a sum equivalent to five (05) percent of the Bid Price (Table-7: Column-E, Sr.#34);
- Denominated in Pak Rupees;
- Shall be valid for at least ninety (90) days beyond the date of completion/expiry of the Contract;
- The proceeds of the Performance Security shall be payable to the Procuring Agency, on the occurrence of any/all of the conditions, set out in the Services Agreement.
- If the contractor commits a default under the contract;
- The contractor shall cause the validity period of the performance security to be extended for such period (s) as the contract performance may be extended.

18 - FORFEITURE OF PERFORMANCE SECURITY

If the contractor fails/delays in performance of any of the obligations, under the contract / violates any of the provisions of the contract/commits breach of any of the terms and conditions of the contract the Finance Department may, without prejudice to any other right of action / remedy it may have, forfeit performance security of the contractor. Failure to supply required services within the specified time period will invoke penalty as specified in this document. In addition to that, performance security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

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19 - INTEGRITY PACT

(This Integrity Pact Format shall be on the Stamp Paper valuing Rs. 100/- submitted by the successful Bidder(s) with attestation of Notary Public).

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.**

Contract Number: _____ Dated: _____

Contract Value: _____

Contract Title: _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [Name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier/Contractor/Consultant] 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 PA.

[Procuring Agency]

[Supplier /Contractor/Consultant]

20 – DRAFT SERVICE AGREEMENT

SERVICES AGREEMENT

DATED AS OF APRIL _____, 2017

AT TANDOJAM, SINDH, PAKISTAN

BETWEEN

SINDH AGRICULTURE UNIVERSITY
TANDOJAM

AND

M/S. [**],
(As Contractor)

SERVICES AGREEMENT

THIS AGREEMENT is made at Tandojam on this the _____ day of _____, 2017 (the "Signing Date");

BETWEEN:

- (1) **THE SINDH AGRICULTURE UNIVERSITY (SAU)**, acting through the **REGISTRAR**, having its principal office at Sindh Agriculture University, Tandojam, Sindh Pakistan (hereinafter referred to as the "**Authority / SAU**", which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns), of the one part;

AND

- (2) **M/S. [**]**, a company registered under the Companies Ordinance, 1984 of Pakistan, having its registered office at [**], Pakistan (hereinafter referred to as the "**Contractor**", which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-interest, permitted assigns and substitute), of the other part;
(the **Authority / SAU** and the Contractor shall collectively be referred to as the "Parties" and individually as the "Party").

WHEREAS:

- (1) The Authority, desires to improve the service delivery of health sector to the Employees of Sindh Agriculture University (including its constituent colleges i.e. Shaheed Z. A. Bhutto Agricultural College (SZABAC) at Dokri and Khairpur College of Agricultural & Engineering Technology (KCAET) at Khairpur Mirs) and their entitled Family Members in alignment with the requirements of the modern times. The Authority aims to significantly improve the coverage and utilization of health-care services, quality of care, and equity of access to health services.
- (2) On [**], a Request for Proposal (the "Request for Proposal" or "RFP") was issued by the Authority to prospective bidders for, inter alia, inviting submission of bids for the provision of Health Insurance Policy for the Employees of Sindh Agriculture University and their entitled Family Members (the "Project"). After the technical evaluation of the bids and the subsequent financial evaluation by the Evaluation Committee constituted for the Project, the Contractor was found to be the Successful Bidder in terms of the RFP. Therefore, after the approval of the competent authority, the Letter of Award / Acceptance (LoA) was issued to the Contractor dated [**].
- (3) For this Purpose, the Authority has agreed to enter into this Agreement with the Contractor for the execution of the Project, subject to and on the terms and conditions set forth herein; **NOW, THEREFORE**, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

Health Insurance Policy for Sindh Agriculture University, Employees and their Dependent Family Members.

1. DEFINITIONS

In this Agreement, the following words and expression shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

“Agreement” means this Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

“Authority” shall have the meaning attributed thereto in the array of Parties hereinabove;

“Contractor” shall have the meaning attributed thereto in the array of Parties hereinabove;

“Effective Date” means the date, which shall not be later than thirty (30) days from the Signing Date on which all the Conditions Precedent are fulfilled, deferred or waived.

“Employees” means the Sindh Agriculture University employees (including pensioners) and officers and/or staff currently posted at the Sindh Agriculture University including its constituent colleges i.e. Shaheed Z. A. Bhutto Agricultural College (SZABAC) at Dokri and Khairpur College of Agricultural & Engineering Technology (KCAET) at Khairpur Mirs.

“Entitled Family Members” means the family members of the Employee limited to the Employee’s spouse, parents and children (Daughter till married and Son up to the age of 24 years).

“Grant Period” shall have the meaning ascribed thereto under Article 3.2 of this agreement.

“Health Insurance Card” means a temper-proof plastic card mentioning the complete details of Employees and their Entitled Family Members including the name, age, address, category, policy number, validity of the card and any other relevant details; which will be used as an insurance identity for provision of health services;

“Parties” means the parties to this Agreement collectively and “Party” shall mean any of the parties to this Agreement individually;

“Performance Security” means a first demand irrevocable and unconditional guaranty, issued by a scheduled bank in Pakistan (with a minimum credit rating of at least “AA-” as rated by JCR VIS or an equivalent rating by PACRA) acceptable to the Authority.

“Premium” means the yearly insurance premium of each category quoted by the Contractor in its financial bid;

“Scope of Service(s)” shall mean the scope of services, as set out at **Annex – A** of this Agreement;

“Signing Date” shall mean the date of signing of this Agreement;

2. EFFECTIVENESS, COMMENCEMENT AND DURATION

This Article shall come into force on the Signing Date. The other provisions of this Agreement shall come into force on the Effective Date

2.2 DURATION OF THIS AGREEMENT

This Agreement shall be for the duration of one (01) year from the Effective Date (the Grant Period), which may further be extended for an additional period of one (01) year subject to Article 3.2 of this Agreement, where the request for extension of Grant Period can be made only once.

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2.3 CONDITIONS PRECEDENT

The Contractor shall satisfy or procure the satisfaction of their respective Conditions Precedent as soon as reasonably possible and in any event within thirty (30) days (which may be mutually extended by the Parties) of the Signing Date (the Effective Date).

3. GRANT OF SERVICES AGREEMENT, GRANT PERIOD

3.1. GRANT PERIOD

In consideration of the Contractor's obligations contained in this Agreement and relying on the Contractor's warranties contained herein, the Authority, subject to the terms of this Agreement, hereby grants to the Contractor and authorizes it, for the duration of the Grant Period, to operate, maintain and implement the Project and to exercise and enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement.

3.2. EXTENSION OF GRANT PERIOD

Notwithstanding anything to contrary stated in this Agreement, the Contractor may request an extension of the Grant Period at any time prior to the Expiry of the Grant Period; provided, that at the time of the request the Contractor is materially in compliance with its obligations under this Agreement and is not otherwise facing a default therein. The Authority has the right to accept or reject this request for extension at its sole and absolute discretion.

4. PERFORMANCE SECURITY

The contractor shall furnish Performance Security in the shape of bank guaranty from the scheduled bank in Pakistan (prescribed) at the rate of equal to Five (05) percent of total cost/bid in addition to Two (02) percent bid security already deposited in favor of Sindh Agriculture University to protect the SAU in case of breach of contractor, which will be refunded on successful completion of the contract.

5. PREMIUM & PAYMENT

- 5.1 The policy premium payments will be released on quarterly basis (in advance) against an invoice duly submitted by insurance company and the premium for subsequent additions & deletions of insured employee will also be charged on quarterly basis (in advance).
- 5.2 In case of addition of employees, insurance company will charge premium for additions on pro rata basis. In case of employee's death or over age beyond the eligibility, insurance company will reduce the charges on pro rata basis.
- 5.3 SAU will consider the request from insurance company for early premium payment in advance if the funds available to the university.
- 5.4 SAU will not be liable for payment of any interest charges or taxes associated with the cost of this agreement.
- 5.5 A grace period of 31 days will be applicable to the Authority for the payment of each installment of the premium, falling due after the first installment, during which grace period policy shall continue enforce.

6. REIMBURSEMENT

The contractor shall ensure to reimburse the bill of insured admitted in panel / non-panel hospital within fifteen (15) days, after submission of bills, however, it may be extendable for justifiable period, if certain verification requires upon the specific bill(s).

7. OBLIGATIONS OF THE AUTHORITY

The Authority hereby agrees and undertakes that:

- (a) The Authority shall provide and determine the total number of Employees and their Entitled Family Members for the performance of the Contractor's obligations or the exercise of the Contractor's rights under this Agreement;
- (b) The Authority shall bear the cost of Premium to be payable to the Contractor. The cost of Premium shall be based on the details provided under the Scope of Services;
- (c) The Authority shall pay the Premium to the Contractor on quarterly in advance basis at the end of every quarter;
- (d) The Authority shall pay the Premium to the Contractor on a quarterly basis in accordance with the government procedures and disbursement mechanisms;
- (e) The Authority shall support, cooperate with and facilitate the Contractor in the implementation of the Project in accordance with the provisions of this Agreements;
- (f) The Authority shall monitor and inspect the performance of the Contractor.

8. OBLIGATIONS OF THE CONTRACTOR

The Contractor hereby agrees and undertakes that:

- (a) The Contractor shall provide the services to the Employees, and their Entitled Family Members in accordance with the Scope of Services and the terms and conditions of this Agreement;
- (b) The Contractor shall issue Health Insurance Cards to the Employees, and their Entitled Family Members, which will be used as an insurance identity for provision of health services;
- (c) At least two (02) Health Insurance Cards shall be issued to each Employee and the mentioning all the details including the details of the Entitled Family Members.
- (d) The Contractor shall ensure the delivery of at least two (02) Health Insurance Cards to each Employee detailing complete guidance of the coverage and method to be adopted in case of a claim;
- (e) The Contractor shall verify the particulars of each Entitled Family Member of the Employee from CNIC and other lawful means.
- (f) The Contractor shall set up a dedicated Call Center for the efficient and effective coverage of the Project, which shall come into operations by the Effective Date;
- (g) The Contractor shall convey any and/or all rejected claim to the Focal Person SAU Health Insurance Cell within seven (07) days;

Health Insurance Policy for Sindh Agriculture University, Employees and their Dependent Family Members.

- (h) The Contractor shall be responsible for all government taxes, duties and levies including local government tax during the term of this Agreement;
- (i) The Contractor shall provide to the Focal Person SAU Health Insurance Cell, a quarterly progress report in relation to the services performed by the Contractor including the expenses incurred by the same;
- (j) The Contractor shall not assign rights or delegate obligations to any other party or sub contract to any other company/party under this Agreement.

9. DISPUTE RESOLUTION

- 9.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party shall, in the first instance, be attempted to be resolved amicably between the Parties.
- 9.2. The Parties agree to use their best efforts for resolving all disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any dispute.

10. ARBITRATION

In the event that any dispute between the Parties as to matters arising pursuant to this Agreement is not resolved amicably within thirty (30) days of receipt by one Party of the other Party's request for such amicable settlement, it shall be resolved in accordance with the following provisions:

- (a) Each of the parties unconditionally and irrevocably agrees to the submission of such dispute to binding arbitration governed by the Arbitration Act, 1940, by appointment of a sole arbitrator that is acceptable to both the Parties.
- (b) Each of the Parties unconditionally and irrevocably agrees to accept the award rendered by the Arbitrator as final and binding and not to hinder, obstruct or nullify the enforcement or execution of any award rendered by the Arbitrator.
- (c) The cost of the arbitration shall initially be borne by both the Parties equally, however, at the time of award, the cost shall be borne by either of the Party or both the Parties as assessed by the arbitrator.
- (d) The venue of such arbitration, including the venue of hearings and meetings of the arbitral tribunal, shall be Karachi, and the language of arbitration proceedings shall be English.
- (e) The Parties agree and undertake to carry out the award made by the Arbitrators without delay.
- (f) The Contractor and the Authority agree that an award may be enforced against the Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.
- (g) This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

11. TERMINATION

- 11.1. This Agreement shall be automatically terminated at the expiry of the Grant Period, unless otherwise renewed by the Authority based on performance of the Contractor as determined by the Authority.
- 11.2. Upon occurrence of the Force Majeure Event, either Party may in its discretion terminate this Agreement by issuing a notice of termination to the other Party subject to Article 12.6 of this Agreement;
- 11.3. If at any stage, the object of this Agreement is not being adequately achieved based on the assessment of the Authority, the Authority may issue a notice to the Contractor, with response time of maximum thirty (30) days. Following the Contractor's response, the Authority may allow a maximum period of thirty (30) days to the Contractor to rectify its non- performance and align to the object of this Agreement. If such fault persists at the expiry of the rectification period, the Authority shall have the discretion to terminate this Agreement by issuing a notice of termination. In such a case, the Contractor shall promptly return premium of remaining period (if paid in advance) to the Authority.

12. MISCELLANEOUS

12.1. ENTIRE AGREEMENT

The Parties hereto acknowledge, confirm and undertake that this Agreement, as at the date hereof, constitutes the entire understanding between the Parties regarding this assignment and supersedes all previous written and/or oral representations and/or arrangements regarding this assignment.

12.2. AMENDMENT

The provisions of this Agreement may be amended or modified in writing only with the prior written consent of each of the Parties, except for the factors on which the bidder was declared successful including the Premium quoted in its financial bid.

13. SEVERABILITY

- 13.1. The failure by any Party to exercise any right or remedy herein or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future exercise of such right or remedy, but the same shall continue and remain in full force and effect. All rights and remedies that any party may have at law, in equity or otherwise upon breach of any term or condition of this Agreement, shall be distinct, separate and cumulative rights and remedies and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other right or remedy.
- 13.2. Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision had never been contained herein.

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14. NOTICES

Any notice or request in reference to this Agreement shall be written in English language and shall be sent by mail, facsimile or email and shall be directed to the other Party at the address mentioned below:

Authority: Sindh Agriculture University, Tandojam.

Attention: [*Registrar*]

Address: [*Sindh Agriculture University, Tandojam-70600*]

Tel: [*022 2765387*]

Fax: [*022 2765300*]

Email: [* registrar@sau.edu.pk *]

Contractor: [**]

Attention: [**]

Address: [**]

Tel: [**]

Fax: [**]

Email: [**]

14.1. Any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working day following the date of its delivery.

14.2. Each Party may change the above address by prior written notice to the other Party.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Pakistan.

Health Insurance Policy for Sindh Agriculture University, Employees and their Dependent Family Members.

SIGNATURE PAGE

IN WITNESS, WHEREOF the Parties have caused this Agreement to be duly executed by their duly authorized officers as of the date first above written.

AS SAU

For and on behalf of **SINDH AGRICULTURE UNIVERSITY**
through **REGISTRAR** its authorized signatory

}

SIGNATURE

Name:

.....

Designation:

in the presence of:

SIGNATURE

signature of witnesses

1. Name:

.....

Address:

NIC No:

2- Name:

Address

NIC No:

.....

AS CONTRACTOR/COMPANY

For and on behalf of [**] through its
authorized signatory

}

SIGNATURE

Name:

.....

Designation:

in the presence of:

signature of witnesses

1. Name:

Address:

NIC No:

.....

SIGNATURE

2. Name:

Address:

NIC No:

.....

SIGNATURE

Annex-A

SCOPE OF WORK

The scope of services will be based on the following benefits:

- In-Patient Treatment (Hospitalization) and/or Day Care Treatment;
- Maternity;
- Other Medical Services/Facilities
- **IN PATIENT TREATMENT (HOSPITALIZATION & DAY CARE) BENEFITS**

The In Patient (hospitalization and day care) benefit must cover all medical expenses incurred up to the specified limit while an insured is hospitalized due to illness, surgery, operative procedures or accident.

Description of benefits / Plan	Plan -A	Plan -B
	Executive Grade 16-22	Management Grade 01-15
<u>Hospital Care:</u> Total hospital, surgical & misc. expenses inclusive of daily room rent charges <ul style="list-style-type: none"> • Annual limit per insured person (employee, spouse and children including pensioners upto 65 years age) • Annual limit per insured person for parents 	Rs.500,000/- Rs.200,000/-	Rs.300,000/- Rs.100,000/-
50% increase in basic hospitalization limit, if the hospitalization is due to an accident. <ul style="list-style-type: none"> • Annual limit per insured person (employee, spouse and children including pensioners upto 65 years age) • Annual limit per insured person for parents 	Rs.250,000/- Rs.100,000/-	Rs.150,000/- Rs.50,000/-
<u>Hospital Accommodation & board:</u> Private, Semi Private, General Ward (as per hospital facility) per day.	Upto Rs.10,000/-	Upto Rs.6,000/-
<u>Maternity Care:</u> <ul style="list-style-type: none"> ○ Normal Delivery / Forceps ○ Cesarean/Multiple birth ○ Pre-Natal & Post natal OPD is covered ○ Delivery conducted by certified midwife at home on provided birth certificate issued by NADRA 	Rs.45,000/- Rs.65,000/- 20% of Normal Delivery	Rs.35,000/- Rs.50,000/- 20% of Normal Delivery

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Eligible medical expenses shall include hospitalization and Day Care as follows:

HOSPITALIZATION	DAY CARE
-Daily Room and Board charges; -In-hospital consultations charges; -Surgical Fees; -Anesthetist's Fee; -Diagnostic Investigations; -Operation Theatre Charges; -Blood & Oxygen supplies; -In-patient medicines expenses; -ICU / CCU charges; -Organ Transplant; -Burns -Stroke/CVA -Local ambulance services; -Pre & post-hospitalization out-patient; -Expenses, such as; consultation charges, cost of prescribed medicines and diagnostic tests before & after (30 days). -Angioplasty/By-Pass Heart Surgery; -Thyroid Dichotomy -Other Operative Procedures	-Lithotripsy; -Endoscopy; -Excision Biopsy; -Gastroscopy; -Partial Mastectomy; -Tonsillectomy/Adenoidectomy; -Veins/Varicose; -Non-malignant tumors/Abscess; -Cholecystectomy; -Herniorrhaphy; -Appendectomy; -Cataract Surgery; -Angiography; -MRI; -CT Scan; -Thallium Scan; -Kidney Dialysis; -Treatment of cancer (including chemotherapy with pre & post hospitalization expenses of chemotherapy) up to full hospitalization limit; -Treatment of Hepatitis B & C such as, Inj. Interferon therapy/ Tab. Sovaldior or equivalent along with all combination therapy, consultation & laboratory tests such as PCR/LFT) up to full hospitalization limit; -Treatment of all injuries/fractures and lacerated wounds -Accidental Dental treatment - Other Operative Procedures

- Congenital Birth Defects (CBD) should be fully covered under basic hospitalization;
- No deductions or comparison for re-imburement on Pre & Post 30 days related hospitalization claims except non-medical items & medical equipment;
- In case of emergency medical treatment from any non-panel hospital, the company shall reimburse the amount of expenditure incurred on such treatment subject to strict verification and counter check on its own.
- Ambulance charges would be covered from hospitalization benefit (In case of accident and life threatening situations).

Health Insurance Policy for Sindh Agriculture University, Employees and their Dependent Family Members.

• **MATERNITY**

- Follow-up visits of patients during or after pregnancy;
- Normal/Caesarean/Multiple Birth/Force/Complicated;
- Pre & Post Natal Expenses are to be covered up to the maternity limit (after Delivery);
- Obstetrician's Fee for delivery & Consultation during hospitalization;
- Coverage of congenital birth defect/illness under all benefits;
- Newly born babies are to be covered from very 1st day of birth;
- New born baby's nursery care charges during mother's hospitalization, including incubator facility;
- Miscarriage resulting into D&C or D&E payable from normal maternity limit once in a year.

• **OTHER MEDICAL BENEFITS, FACILITIES /SERVICES**

1. 20 (twenty) Executive checkups of A-package and 50 (fifty) Executive checkups of B-package (employees and spouse) of Aga Khan University Hospital, Karachi.
2. Pre & Post admission treatment, tests and doctors' visits for one month including medicine and laboratory tests.
3. Treatment of Hepatitis A, B, C & E such as, Inj. Interferon therapy/ Tab. Sovaldior or equivalent along with all combination therapy, consultation & laboratory tests (i.e PCR/LFT) up to full hospitalization limit;
4. Circumcision of Baby Boy under local/general anesthesia by qualified Doctor, with treatment of complication, if occurred;
5. Vaccinations of the children's as suggested by qualified child specialist, with treatment of complications, if occurred;
6. Accidental injuries including road accident, driving acid burn injuries, poisoning, snake scorpion or other insect bites;
7. Other diseases for which the qualified medical officer refers the cases for hospitalization under consultant's medical case;
8. Employee's Accidental Death coverage;
9. Ortho Fracture & any emergency;
10. Congenital diseases are fully covered;
11. International treatment care covered on re-imburements and in comparison to AKUH, Karachi rates;
12. Any other Chronic ailment apart from the mentioned diseases.

• **SPECIAL POOL**

Special pool of **Rs.10,000,00/-** shall be kept for whole Executive/Management plan which shall be utilized with the recommendation of the Focal Person SAU Health Insurance Cell, in case of exceeding prescribed limit for any insured member.