E-STAMP
(Islamabad Capital Territory)

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Rs 100/-

One Hundred Rupees Only

Purpose	: AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5(ccc)
Applicant	: Yasir mehmood [37405-9951787-3]
Representative From	: EAST WEST INSURANCE CO LTD
Address	: Suite No.403, Gulstan Khan House, 4th Floor, Fazal e Haq Road, Blue Area, Islamabad
Issue Date	: 02-Jun-2026, 11:25:16 AM
Delisted On/Validity	: 17-Jun-2026
Paid Through Challan	: 2026F5871B70FABF
Reason	: FOR AGREEMENT

نوٹ: یہ ٹرانزیکشن تاریخ اجراء سے پندرہ دنوں تک کے لیے قابل استعمال ہے۔ ای اسٹامپ کی تصدیق بذریعہ ویب سائیٹ، کیو آر کوڈ سے کی جا سکتی ہے۔

Please Write Below This Line

PAKISTAN DIGITAL AUTHORITY

FOR

MEDICAL/HEALTH INSURANCE FOR PDA EMPLOYEES
TENDER ID: "PDA/TDRS/HR/MEDICAL INSURANCE/2025-26/04"

BY AND BETWEEN

PAKISTAN DIGITAL AUTHORITY (PDA)

AND

M/S EAST WEST INSURANCE CO. LTD

MADE AS OF 2nd DAY OF JUNE 2026 AT ISLAMABAD

WEST INSURANCE CO
Islamabad

HEALTH INSURANCE CONTRACT

This HEALTH INSURANCE CONTRACT (the "Contract") for Medical Health Insurance for PDA Employees (FY 2025-2026), is made on 2nd day of June 2026 at Islamabad and the effective date of this contract is 1st day of June, 2026;

BY AND BETWEEN

Pakistan Digital Authority, (PDA) a company incorporated under Section 42 of the Companies Act, 2017 (previously the Companies Ordinance, 1984) having its registered office at 4th Floor, Daftarkhwan | Vanguard, Co-working Space, F-5/1, Islamabad, Pakistan (hereinafter referred to as **"Client"** which expression shall where the context so allows include his/its successors-interest, executors, administrators, heirs and permitted assigns) of the **One Part**.

AND

M/s East West Insurance Co., Ltd, a company incorporated under the laws of Pakistan having its office at Suit No. 303, 3rd Floor, Muhammad Gulistan Khan House, 82-Fazal-e-Haq Road, Blue Area, Islamabad Pakistan (hereinafter referred to as the **"Insurer"** which expression shall where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assigns) of the **Other Part.**

(The Party of the **One Part** and party of the **Other Part** shall hereinafter be collectively referred to as 'Parties' and individually as 'Party' as the context of this Contract requires).

RECITALS

WHEREAS:

A. The Client invited bids / proposals from experienced firms / companies for the provision of group health / medical insurance for its employees and their dependents **("Services")** vide Tender ID: **"PDA/TDRS/HR/Medical Insurance/2025-26/04".**

B. The Insurer in response to above Tender submitted its proposal and the same was found to be technically responsive and (Most Advantageous Bidder).

C. The Insurer is engaged in the business of rendering the similar type of services to various companies and organizations and further agreed to provide services to PDA on the terms and conditions set forth and over the period of time specified hereunder in this Contract.

D. The Client Intends to enter into this Contract which will enable it to procure services from the Insurer on terms and conditions agreed hereunder in this Contract.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises hereinafter to 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. GENERAL PROVISIONS

1.1 Definitions and Interpretation

The following words and expressions shall have the meaning assigned to them as defined hereunder:

- **"FORCE MAJEURE"** means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances;
- **"INSURANCE CLAIM(S)"** means health / medical claim(s) submitted by the Client to the Insurer for settlement within ten (10) working days of submission of claim(s) by the Client.
- **"DELAY/LIQUIDATED DAMAGES"** means the damages to be imposed under Clause 7 of the Contract on the Insurer and payable to Client/PDA by the Insurer on account of non-compliance of any clause of this Contract, or due to Delay in settlement of health / medical claim(s), or rejection of claim(s) without any solid grounds acceptable to both parties;
- **"SERVICES"** means provision of group health/medical insurance for the Client's employees and their dependents as per the requirements and specifications set out in this Contract and Annexures attached hereto.
- **"PERFORMANCE GUARANTEE"** means a Bank Guarantee issued by a scheduled bank located in Pakistan and acceptable to PDA on stamp paper for an amount equivalent to ten (10%) of the total signed Contract value.

1.2 Term and Commencement

The term of this Contract shall be one (01) year starting from 01-June-2026 and ending at 31-May-2027 unless earlier terminated under the provisions hereof. However, the parties may extend the term of the Contract for a further term as may be mutually agreed between them.

1.3 Scope of Work

The Insurer shall ensure provision of Services as per the requirements and specifications set out in the Annexures attached hereto & also mutually agreed terms:

- fLenses may be either unifocal or multifocal, with a maximum limit of PKR 60,000.
- Over the counter (OTC) medication will have a capping of PKR 1,000 per purchase.
- Medical apparatus will have a capping of PKR 10,000.
- HR will coordinate the collection of medical cards once an employee's medical limit reaches 70% (upon notification from the insurance company through email) or when the employees exit PDA.
- It is the responsibility of PDA to formally notify the service provider of an employee's exit through email.
- HR will facilitate the process of addressing any excess recovery as approved by PDA management.

2. ANNEXURES

The following Annexures which shall be deemed to form and be read and construed as integral part of this Contract:

(a) **Annexure-A:** Policy Documents (including Participant's Specific Schedule (PSS), Participant's Membership Document (PMD), Maternity Benefit, Waqf Rules, Waqf Deed)

(b) **Annexure-B:** Bidding Document (including TORS)

(c) **Annexure-C:** Technical Proposal

(d) **Annexure-D:** Financial Proposal

(e) **Annexure-E:** Correspondence between the Parties (if any)

(f) **Annexure-F:** Performance Guarantee

(g) **Annexure-G:** Letter of Intent (LoI) and Letter of Acceptance (LoA)

3. PAYMENT TERMS

3.1 The Insurer shall ensure timely provision of Services and be entitled to receive due payments in accordance with following plan:

MILESTONE	PAYMENT TRIGGER	PAYMENT DUE
Milestone	After Signing of Contract	100%

3.2 A gel amount of Rs. 3,250,000/- (three million and two hundred fifty thousand) shall be established and utilized at the discretion of the PDA management during the insurance period for major cases/minor cases/OPD limit expiry/ IPD limit, expiry/Dread Diseases/Maternity/Special Investigations/Day-care procedures, etc. for employees, spouse, children, and parents. Remaining gel amount will be carried forward in next year insurance if the Contract is extended for a further term with mutual consent. If the contract is not extended, the remaining amount will be refunded after deduction of paid and payable claims and 15% admin cost.

3.3 Applicable taxes (including withholding tax) shall be deducted by the Client at the time of the payment as per applicable tax laws of Pakistan as amended from time to time.

3.4 PDA shall make prompt payment, within thirty (30) days of submission of an invoice by the Insurer subject to adjustment of Liquidated damages on account of non-compliance of any clause of this Contract, or due to delay in settlement of health / medical claim(s), or rejection of claim(s) without any solid grounds acceptable to both parties.

3.5 Payments shall be subject to deduction of all applicable taxes at prevalent rate from the relevant invoices of the Insurer and paid to the tax authorities, except those especially exempted by the tax authorities. The Client (PDA) will issue a certificate of deductions to the Insurer to enable him to settle tax returns with the tax authorities.

3.6 Any increase or decrease in the rate of sales tax applicable at the time of payment shall be to the cost and benefit of the Client (PDA). However, any exchange rates fluctuations shall be the responsibility of the Insurer and PDA shall not give any price escalation on that account.

3.7 The Insurer shall be responsible for all taxes time being enforced under prevailing laws of Pakistan including GST, duties, license fees, Insurance and other incidental charges etc. incurred or accrued until the completion of term of the Contract.

3.8 Payments will be subject to clearance of active taxpayer status from the Insurer at the time of release of payment. In case the status of Insurer becomes inactive on ATL, PDA shall withhold its payments till its name appears on ATL of FBR.

4. PERFORMANCE GUARANTEE

4.1 Performance Guarantee equivalent to ten percent (10%) of the total Contract value in shape of Irrevocable Bank Guarantee submitted by the Insurer shall be retained by the Client for the whole term of Contract, from the date of signing of the Contract or for any other extended period, as the case may be.

4.2 The Performance Guarantee shall be released after the completion of term of the Contract.

4.3 The Client (PDA) shall have the sole and absolute right to en-cash the Performance Guarantee, partially or completely, without any prior notice to the Insurer in the event of any breach, failure, non-compliance, or delayed.

5. INSURER'S OBLIGATIONS

5.2 The Insurer undertakes that it shall perform Services in accordance with best industry practices and shall use every reasonable means for efficient and timely provision of Services.

6. FORCE MAJEURE

6.1 Force Majeure Event means and includes any of the following event beyond the control of the Parties:

(a) Lightning, storms, earthquakes, landslides, floods, tsunami, washouts and other acts of God;

(b) Strikes, lockouts or other industrial disturbances of the party;

(c) Civil disturbances, sabotage, war, blockades, insurrections, terrorist actions, vandalism, riots, epidemics, pandemics;

(d) Any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental authority;

(e) Any other material event that could reasonably considered to be a force majeure event by reason that it is beyond the control of Party affected.

Force Majeure shall not include:

(a) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor

(b) any event which a diligent Party could reasonably have been expected to:
i. take into account at the time of the conclusion of this Contract; and
ii. avoid or overcome in the carrying out of its obligations here under.

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

6.2 If a Force Majeure situation arises, the Insurer shall promptly notify the Client (PDA) in writing of such conditions and the cause thereof. Unless otherwise directed by PDA in writing, the Insurer shall continue to perform its obligations under the Contract as far as is reasonably possible and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.3 The Insurer shall not be held liable for payment of Liquidated Damages or termination for default, if and to the extent that, the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

6.4 Neither party is responsible for the delay caused by Force Majeure. The timeline for completion of a particular task or provision of Services shall be extended in case of Force Majeure.

6.5 If either party is permanently prevented wholly or in part by Force Majeure for period exceeding one (1) month from performing or accepting performance, the Party concerned has the right to terminate this Contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other party is entitled to compensation for an amount to be fixed by negotiations and mutual Contract.

7. DELAY/LIQUIDATED DAMAGES

7.1 The Insurer shall be liable to pay Liquidated Damages in case of non-compliance to any Clause of this Contract. Such damages shall include following:

(a) Liquidated Damages @ 3% per day of the amount of delayed claims. In case the Insurer fails to settle health / medical claim(s) submitted by the Client within ten (10) working days.

(b) Liquidated Damages @ 3% per day of partial amount of claims which have been rejected without any solid grounds acceptable to both parties.

7.2 Imposition of Liquidated Damages shall not in any case be more than ten [10%] percent of the total value of the Contract. Once the maximum limit is reached, the Client shall have the right to terminate the Contract after deduction of the said Liquidated Damages.

7.3 Liquidated Damages shall be deducted from the invoice of Insurer if not paid in cash.

8. TERMINATION OF CONTRACT

8.1 Termination of Contract for Default

The Client may, without prejudice to any other remedy for breach of this Contract, by written notice of default sent to the Insurer terminate this Contract forthwith in whole or in part:

(i) If the Insurer neglects to perform all contractual obligations with due diligence and expedition or refuse or neglects to comply with any reasonable orders given to him in writing by the Client or any of its authorized representative in connection with the performance of the Contract within the time period (s) specified in the Contract or any extension thereof granted by the Client.

(ii) If the Insurer fails to perform any other obligation under the Contract or contravene the provisions of the Contract.

In the event the Client terminates the Contract in whole or in part, the Client may procure, upon such terms and in such a manner as it deems appropriate, Services similar to those undelivered, and the Insurer is liable to the Client for any excess cost for such similar Services. However, the Insurer shall continue performance of the Contract to the extent not terminated.

8.2 Termination for Insolvency

The Client may at any time terminate the Contract by giving written notice to the Insurer, without compensation to the Insurer if it becomes bankrupt, insolvent enters into winding up whether voluntary or compulsory. Such termination shall not prejudice or affect any other right of action or remedy which has accrued or will accrue to the Client thereafter.

8.3 Termination for Convenience

The Client may by prior written notice sent to the Insurer terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

9. DISPUTE RESOLUTION

9.1 This Contract shall be construed under and governed by THE LAWS OF THE ISLAMIC REPUBLIC OF PAKISTAN.

9.2 The Client and the Insurer shall make every effort to resolve amicably any discrepancy or dispute arising between them in connection with this Contract or Purchase Orders issued in pursuance of this Contract, by direct informal negotiation through Focal Persons as per Clause 14 of this agreement.

9.3 In event of failure to resolve any difference, dispute or question arising out with reference to this Contract which cannot be settled amicably by the Focal Person of both the parties, within SEVEN (07) days the matter shall be referred to Executive Committee, both parties nominated a member in this regard. The Executive Committee shall amicably settle the matter within THREE (03) days. Being aggrieved with the decision, either party informs the other in writing that such difference, dispute or question exists be referred to arbitration.

Executive Member Nomination from PDA

Name: Shaikh Zainul Abddin
Designation: Director Procurement (Head of Procurement)
Contact: 0332-3222322
Email: shaikhzain@pda.gov.pk

Executive Member Nomination from Insurer

Name: Zeeshan Faisal
Designation: Sr. Vice President
Contact: 0300-8116634
Email: zeeshan@ewi.com.pk

9.4 Within thirty (30) days of the aforesaid notice, each party will Nominate an arbitrator. Both the nominees will be familiar with this Agreement and related documentation. If a Party replaces or

The Arbitrators will meet within three Business Days of receipt of the Dispute Notice to review the information with the objective of resolving the dispute. Provided further that in addition to the arbitrator, the Parties shall appoint two (02) medical experts for the assistance of the arbitrator in case of dispute(s) or difference(s) related to claim(s) or difference of medical opinion in connection with the results of any accident, illness, death or expense.

9.5 The arbitration shall be conducted in accordance with the Arbitration Act, 1940 as amended from time to time. The arbitration Tribunal shall have its seat at Islamabad.

9.6 The cost of arbitration shall be borne equally by both Parties. The award of the arbitrators shall be final and binding on both parties.

9.7 In the event of an arbitrator resigning or becoming incapable or unable to act, the party nominating such arbitrator shall be entitled to appoint another in the place of the outgoing arbitrator. Proceeding shall continue without recommencing as if such arbitrator had been originally nominated.

10. GOVERNING LAW

This Contract shall be construed, interpreted and governed by the laws of the Islamic Republic of Pakistan.

11. ASSIGNMENT AND SUB-CONTRACT

The Insurer shall not change or assign or sublet the Services / Work or task assigned to it, or any part thereof, to any other Party or Person.

12. AMENDMENTS

No variation, modification, amendment, waiver or change in any of the terms of this Contract shall be effective unless made in writing and by a written amendment in the Contract signed by a duly authorized officer or representative of each of the Parties.

13. SEVERABILITY

If any one or more of the provisions of this Contract should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then the validity and enforceability of all provisions of this Contract not ruled to be invalid or unenforceable shall be unaffected.

14. NOTICES / CORRESPONDENCE

Any notice, request demand, statement, call, question, intimation, reference, or other Communication required for execution of this Contract shall be made in writing and shall be directed by courier service or facsimile to the addresses of the Parties as follows:

PDA Focal Person

Ms. Mehwish Atiq
People & Culture Manager

Address: 4th Floor, Daftarkhwan | Vanguard, Co-working Space, F-5/1, Islamabad, Pakistan.
Tel: +92 51 920 5027
Cell: +92 333 5302008

Email: mehwish.atiq@pda.gov.pk

Mr. Ahsan Malik

Recruitment Associate

INSURER Focal Person

Mr. Rana Naveed Ur Rehman
Vice President

Address: Suit No. 303, 3rd Floor, Muhammad Gulistan Khan House, 82-Fazal-e-Haq Road, Blue Area, Islamabad.
Cell: 0300-8116635
Email: rana.naveed@ewi.com.pk

Mr. Faizan Qureshi
Deputy Chief Manager

15. CONFIDENTIALITY

15.1 Except as specifically provided for in this Agreement or as required by applicable laws or regulation, or, neither Client nor the Insurer, nor any of their respective employees, agents, servants or subcontractors may disclose any confidential or trade secret information provided by one to the other with respect to the Clients Services or any other matter pertaining to this Agreement without the prior written consent of the other.

15.2 Each party must retain such information in strict confidence for the benefit of the other party, provided that the foregoing will not apply to any information that either party establishes as being already in the public domain or already known to the party receiving the information, without violation of this Agreement.

16. COUNTERPARTS

This Contract is executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have caused this Contract to be signed on the Day and Year above written.

Signed by ____________________

For and on behalf of
Pakistan Digital Authority (PDA)

Witnesses:
1. ____________________
Name: Mohiuddin Aftab
Title: Procurement Associate

Signed by ____________________

EAST WEST INSURANCE CO LTD
Islamabad

For and on behalf of
M/s East West Insurance Co., Ltd

Witnesses:
1. ____________________
Name: Faizan Faisal Qureshi
Title: Chief Manager
CNIC No: 37405-4334357-7