PAY CONTINUITY PLAN FOR PSDF EMPLOYEES

Submission Date for Sealed Bids: 26th of March 18, by 11:30 AM

21-A, H-Block, Dr. Mateen Fatima Road, Gulberg-II Lahore, Pakistan.

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Punjab Skills Development Fund
Request for Proposal

Hiring of firms/companies for Pay Continuity Plan for PSDF Employees.

Introduction:
Punjab Skills Development Fund (PSDF) is a section 42, not-for-profit Company set up under the Companies Ordinance 1984 by the Government of the Punjab in partnership with Department for International Development (DFID) UK. Punjab Skills Development Fund is governed by an independent Board of Directors. PSDF’s vision is to improve income generation opportunities for the poor and the vulnerable population of Punjab by enabling skills development through promotion of a competitive skills training market.

Invitation to Bid:

Punjab skill development funds invite sealed bids/proposals for hiring of firms/companies for Pay Continuity Plan for PSDF Employees.

1. Instruction to Bidders:

I. The selection of consultancy firm will base on Least cost selection method through Single Stage Two Envelopes bidding procedure.

II. The bid shall be a single package consisting of two separate sealed envelopes, containing separately eligibility checklist and financial proposal. The envelopes shall be marked as “Eligibility checklist documents” and “Financial Proposal”. The proposals should be in binding form and each page must be signed and stamped by the relevant authority.

III. In the first instance, the “eligibility checklist” shall be opened and envelope marked as “Financial Proposal” shall be retained unopened in the custody of PSDF. PSDF shall evaluate eligibility checklist documents proposal in a manner prescribed in section - 4 given in the document, without reference to the price and condition shall reject any proposal which does not conform to specified requirements.

IV. During the eligibility checklist no amendments in eligibility checklist documents proposal shall be permitted.

V. After the evaluation and approval of eligibility documents, PSDF shall open Financial Proposals of the responsive organizations, publicly at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period.

VI. The Proposal shall remain valid for 120 days from the date of Financial opening.

VII. The financial bids found of non-responsive shall be returned un-opened to the respective bidders.

VIII. Bidders those found eligible and qualify in eligibility will be short-listed for financial bid opening.

2. Terms of Reference (ToR):

Deliverables (Scope of work): PSDF would like to get services of “Pay Continuity Plan” with following requirements:

a) Pay continuity plan for PSDF employees for a Tenure of 3 years.
b) Maximum age of the employee: 60 years

c) Pay Continuity Plan, in case of a death of an employee.

d) Pay Continuity Plan, in case of permanent disability (Accidental and Natural).

Successful bidder shall be agreed on following terms of references to provide the Services.

a) PSDF shall raise the Service Order for the provision of Pay Continuity Plan and the successful bidder shall be bound to process the claims of employees within mutually agreed upon timeline and terms and conditions, at the time of contract signing. In case of delay, a penalty at the uniform rate of up to 5% of Service Order value on each case.

b) Successful bidder would be expected to process the claims within 15-30 days after all the required documents are handed over to the insurance company.

c) Successful bidder will be asked to provide performance guarantee of up to 5% of the total value at the time of contract signing.

d) Bidder must sign the non-disclosure agreement on a stamp paper and send along with the proposal.

e) PSDF reserves the right to increase/decrease the number of employees to be insured for Pay Continuity Plan. The bidding company would be expected to share a mechanism for deletion and addition of the PSDF employees.

f) In case of any dispute regarding quality of services the decision of the PSDF shall be final & binding.

g) All prices quoted must be inclusive of all taxes. Income tax and GST (if applicable) will be deducted in accordance with the provisions of Government Rules amended time to time.

h) Bid price shall remain valid for 120 days from the opening of the financial proposal.

The payment shall be made within 30 days after the submission of invoice.

3. Eligibility/Evaluation Criteria:

Consulting firm who wishes to be considered for the services described herein should have the following requirements for eligibly/evaluation:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Requirement</th>
<th>Proof Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Minimum five (5) years of experience of providing Pay Continuity Plan.</td>
<td>Documentary proof (copies of POs/ SOs by clients)</td>
</tr>
<tr>
<td>2</td>
<td>The insurance company should be providing pay continuity plan services to at least 10 clients since inception</td>
<td>(Provide Evidence, Copies of POs or work order by clients)</td>
</tr>
<tr>
<td>3</td>
<td>The bidder must include signed Non-Disclosure Agreement form on a stamp paper along with the bidding documents.</td>
<td>Reference document is attached as Annexure-A on stamp paper of Rs. 200</td>
</tr>
<tr>
<td>4</td>
<td>Has a (AA+ and above) credit rating by PACRA/JCS-VIS.</td>
<td>Provide Evidence</td>
</tr>
<tr>
<td>5</td>
<td>Evidence of company’s registration / incorporation.</td>
<td>Copy Required</td>
</tr>
</tbody>
</table>
4. **Conditions/Guidelines:**

   I. Bidders who fail to complete and attach all relevant documents shall be disqualified. No tender document shall be accepted, if not properly sealed and marked.

   II. It is the responsibility of prospective bidders to ensure that their bid documents are submitted before the closing time and date of the tender. Bids received after closing time and date will NOT be considered.

   III. Although adequate thought has been given in the drafting of this document, errors such as typos may occur which the PSDF will not be responsible.

   IV. Bidder must sign the **non-disclosure agreement** on a stamp paper and send along with the proposal.

   V. The bidder shall not share and use any data, document and reports for any other purpose or job without the explicit written approval of PSDF.

   VI. PSDF reserves the right to request submission of additional information from the consulting firms to clarify/ further understand the aspects of evaluation criteria if required.

   VII. Employee’s salaries/data will be shared with the bidder upon request to PSDF through email at Husnain.qaiser@psdf.org.pk.

   VIII. PSDF reserves the right to award or not to award the project.

   IX. Documents shall be submitted in hard copies in a sealed envelope marked as “ELIGIBILITY DOCUMENTS” and “FINANCIAL PROPOSAL” for “Pay Continuity Plan”. The envelope containing hard copies of eligibility check documents and financial proposal shall be received on the postal address given below. Documents should be in a binding form and every page must be signed and stamped.

**Postal Address:**

**Procurement Department**

Punjab Skills Development Fund  
21-A, H-Block, Dr. Mateen Fatima Road, Gulberg-II Lahore  
E-mail: proc@psdf.org.pk  
Landline: +92-42-35752408-10  
Fax: +92-42-35752190

5. **Type of Contract:**
The successful bidder shall sign and execute the standard contract of PSDF including any general conditions on the terms and conditions specified therein. Any amendment to the standard contract shall be made with mutual consent of both parties. Duration of the contract shall be for 3 years.

6. Financial Proposal Format:

<table>
<thead>
<tr>
<th>Financial Proposal</th>
<th>Current Employees</th>
<th>Unit Price (without Taxes PKR)</th>
<th>Taxes Percentage Applicable (PKR)</th>
<th>Total Price of with taxes (PKR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay Continuity Plan for 3 years in case of Death (Life Insurance)</td>
<td>91</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pay Continuity Plan for 3 years in case of Permanent Total Disability (Due to accident)</td>
<td>91</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pay Continuity Plan for 3 years in case of Permanent Total Disability (Natural)</td>
<td>91</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Cumulative Cost inclusive of all applicable Taxes</td>
<td></td>
<td></td>
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</tbody>
</table>

- PSDF has the right to increase or decrease the number of cases (employees). Currently, we have 91 employees. Insurance company needs to share the mechanism for addition and deletion of the employees which will be included and excluded from the insurance cover time to time.

- Financial Bid evaluation will be done based on lowest cumulative premium/cost offered in above Financial Bid Form.

7. Payment Terms:

Payment shall be made within 30 days after the submission of invoice.
Annexure-A

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the “Agreement”) is entered into by and between Punjab Skills Development Fund, a company incorporated under the Companies Act 2017, having its office at 21-A, H Block, Dr. Mateen Fatima Road, Gulberg II, Lahore (“Disclosing Party”) and _____________, having its office at ________________ (“Receiving Party”) for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (“Confidential Information”).

1. DEFINITION OF CONFIDENTIAL INFORMATION
   For purposes of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility to the Disclosing Party or any other information shared by the Disclosing Party. Unless communicated otherwise, the Confidential Information transmitted orally by the Disclosing Party shall be considered to be Confidential Information and be subject to the terms of this Agreement.

2. EXCLUSIONS FROM CONFIDENTIAL INFORMATION
   Receiving Party’s obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives; or (d) is disclosed by Receiving Party with Disclosing Party’s prior written approval.

3. OBLIGATIONS OF RECEIVING PARTY
   Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party’s own benefit, publish, copy, or otherwise disclose to
others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests, it in writing.

4. **TIME PERIOD**
   This Agreement shall remain in effect until the Confidential Information no longer qualifies as confidential or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. **RELATIONSHIP**
   Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6. **SEVERABILITY**
   In the event that any provision of this Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provision(s) that is/are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

7. **INTEGRATION**
   This Agreement expresses the complete understanding of the parties with respect to the subject matter. This Agreement may not be amended except in a writing signed by both parties.

8. **WAIVER AND ASSIGNMENT**
   8.1. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement, nor time or other indulgence granted by one Party to the other, shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.
   8.2. Receiving Party shall not assign, transfer or in any other way alienate any of its rights or obligations under this Agreement whether in whole or in part without the prior written consent of the Disclosing Party.

9. **ARBITRATION AND GOVERNING LAW**
9.1. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Pakistan and the parties consent and submit to the jurisdiction and service of process to the courts in Lahore.

9.2. The Parties agree that in case of any dispute regarding the confidentiality of information, the decision of Disclosing Party shall be binding and final.

9.3. The Parties agree that in all other disputes, differences and questions in respect of any matter under this Agreement, whether during the term of this Agreement, or any renewals thereof, or after the expiry of this Agreement, arising between them may be referred to arbitration.

10. AMENDMENTS
Any amendment to this Agreement shall only be binding if executed in writing by the parties through their duly authorized representatives.

11. COUNTERPARTS
This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts and each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but taken together, they shall constitute one and the same instrument.

This Agreement and each party’s obligations shall be binding on the employees, representatives, assigns, successors etc. of such party. Each party has signed this Agreement through its authorized representative.

For and on Behalf of

Disclosing Party: PSDF

For and on Behalf of

Name: __________________________
Designation: _____________________
Date: ___________________________

1. _______________________________
WITNESSES:

1. _______________________________