



TransPeshawar (The Urban Mobility Company)

Request for Quotation For Provision of Group Life Insurance Services to the Employees of TransPeshawar



# **REQUEST FPR QUOTATIONS**

# Loan 3543-PAK: Peshawar Sustainable Bus Rapid Transit Corridor Project

Procurement Title	Provision of Group Life Insurance Services to the Employees of TransPeshawar			
Source of Funding	Asian Development Bank (ADB Loan 3543-PAK)			
Tender Ref. No.	TPC/A&HR/S/Shopping/2021/001			
Bid Security	Bid security shall be submitted to the amount of two (2%) of the total bid value/total Premium for one-year (12 months in shape of Demand Draft/CDR from scheduled bank of Pakistan in the name of Chief Executive Officer (CEO) TransPeshawar.			
Date of this Request	March 5, 2021			
Pre-bid meeting	11:30 AM, March 15, 2021			
Deadline for Submission of Quotations	03:00 PM PST, March 25, 2021			
Date of Bid Opening	03:15 PM PST, March 25, 2021			
Place of Submission	TransPeshawar Office, 1st Floor KPUMA Building, Main BRT Depot, Opp. NHA Complex, Peshawar KPK, Pakistan.			

# Sir/Madam:

- 1. TransPeshawar (hereinafter called "the Client") is established by the Government of Khyber Pakhtunkhwa to operate the bus rapid transit (BRT) system currently being implemented in Peshawar. Set up under section 42 of the company's ordinance, 2017, the Client is responsible for Bus Rapid Transit (BRT) project design, procurement, implementation, on-going BRT operations and service contract management. The Client is committed to provide quality ridership services to citizen of Peshawar. Unique of its own kind in KP, Peshawar BRT will offer many unique features and facilities for daily future commuters of Peshawar.
- 2. The Client hereby invites highly reputed Pakistani Insurance Companies to submit proposals for the provision of Group Life Insurance Services to the Employees of TransPeshawar.

The detailed scope of services is provided in **Appendix-I**. If you, however, have been associated with the firm that prepared the requirements, and specifications of the contract that is subject of this procurement, you shall be disqualified.

- **3.** It is understood that the bidder has gone through the entire Request for Quotation document and has complete understanding of the terms, conditions, and Terms of Reference **(Appendix-I)**. The attached terms and conditions for Provision of Services is an integral part of contract.
- **4.** To assist the firms in preparation of a responsive proposals, a pre-bid meeting will be organized. All interested bidders are encouraged to attend the meeting as per following details:
  - Date: March 15, 2021
  - Time: 11:30 AM PST
  - Venue: TransPeshawar Office, 1<sup>st</sup> Flo KPUMA Building Main BRT Depot, Opposite NHA Complex Peshawar KPK Pakistan.
- 5. You must quote for complete Scope of Services (Appendix-I) under this request. Firms not quoting for complete scope of services shall be disqualified.
- **6.** A fixed lump sum cost inclusive of all taxes should be quoted against the services mentioned in Form of Quotation. Price quotations will be evaluated for complete scope of services and contract awarded to substantially responsive, firm offering lowest evaluated total cost of the services.
- 7. You shall submit one Price Quotation on a Form of Quotation in Single Stage Single Envelop and addressed and delivered to the following address.

Chief Executive Officer, TransPeshawar (The Urban Mobility Company), 1<sup>st</sup> Floor KPUMA Building Main BRT Depot, Opposite NHA Complex Peshawar KPK Pakistan

- **8.** Form of Quotation must be typed and shall be signed by you or your authorized representative. Without a signature on Form of Quotation, your quotation will be rejected as non-responsive.
- 9. The deadline for receipt of your quotation (s) by the Client is: 03:00 PM, March 25, 2021.
- **10.** Responsiveness Criteria:

It is a fail/pass criterion. An affirmative determination across all the criteria is mandatory to qualify for consideration of financial offer.

- i. Registered with Security and Exchange Commission of Pakistan (SECP);
- ii. Registered with FBR and reflected on Active Tax Payer List (ATL);
- iii. Registered with Khyber Pakhtunkhwa Provincial Revenue Authority (KPRA) for sale tax on services;

- iv. Having minimum of (A) financial rating on PACRA/ JCR-VIS;
- v. Company must have presence/incorporated as insurance company for at least seven (07) years;
- vi. Providing group life insurance services to at least five (05) reputable public/ private sector organizations in Pakistan having life insurance coverage of minimum 200 employees each;
- vii. Minimum average annual turnover (AAT) for last three (03) years is of PKR Two (2) Billion or more and having minimum Net Worth is of PKR 10 Billion or more; (Submit audited financial statements of last three years)
- viii. An affidavit on stamp paper to the effect that the firm has not been blacklisted by any Federal or Provincial Public Entity;
- ix. Bid Security to the amount of 2% of annual quoted premium.

Supporting documents/credible documentary evidence to the above requirements is mandatory to be submitted with the proposal. Failing to submit any of the above document shall result in non-responsiveness of the bid.

- **11.** Your quotation should be submitted as per following instructions and in accordance with the attached form of Contract. The attached Terms and Conditions of Provision of Service is an integral part of the Contract.
  - (i) PRICES: Prices shall be quoted for complete scope of services as described in Appendix-I in Pakistani Rupees (PKR) and inclusive of all taxes as per applicable laws in Pakistan. The prices have to include all allied services costs, expenses, etc. and the final quoted prices should be all inclusive. Where no premium is entered against any category(ies) as provided for in the break up, the premium of that category shall be deemed to be free of, and no separate payment shall be made for that category(ies).
  - (ii) In evaluating the quotations, the Client will adjust for any arithmetical errors as follows:
    - where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
    - where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;
    - if a bidder refuses to accept the correction, his quotation will be rejected;
  - (iii) <u>EVALUATION OF QUOTATIONS</u>: Proposal shall be opened and assessed for responsiveness of bids. Proposals determined to be substantially responsive to the "Responsiveness Criteria" mentioned above, will be considered for evaluation of financial price. An offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and Responsiveness Criteria prescribed this Request for Quotation, and it will not be considered further. Clarification may be sought in writing during evaluation if deem necessary however, it does not alter the substance of bid.
  - (iv) <u>AWARD OF CONTRACT</u>: The contract will be awarded to the bidder having lowest evaluated bid price among the substantially responsive bidder as per criteria mentioned above. The bidder whose quotation has been accepted will be notified of the award of contract within validity period through Letter of Acceptance issued by the Client.
  - (v) <u>VALIDITY OF THE OFFER</u>: Your quotation should be valid for a period of sixty (60) days from the deadline for receipt of quotation as indicated above. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then your bid security will be forfeited. The contract offer will then be offered to next substantially responsive, technically qualified lowest bidder.
  - (vi) Bidders should note that during the period from the receipt of the quotation until award of Contact, all queries should be communicated in writing via e-mail below.

Attention: Fayyaz Ahmad Khan: <u>fayyaz.khan@transpeshawar.pk</u> CC: Abid Mansoor : <u>abid.mansoor@transpeshawar.pk</u> CC: Khalil Ahmed : <u>Khalil.ahmed@transpeshawar.pk</u>

## (vii) BID SECURITY:

- (a) Bid security shall be submitted to the amount of two (2%) of the total bid value/premium for one-year (12 months) in shape of Demand Draft/CDR from scheduled bank of Pakistan in the name of Chief Executive Officer (CEO) TransPeshawar. A bid not accompanied by compliant bid security shall be rejected as non-responsive;
- (b) The requisite bid security shall remain valid for a period of Twenty-Eight (28) days beyond the original validity period of the bids;
- (c) Bid Security of the unsuccessful bidders shall be released as promptly as possible upon the successful Bidder's furnishing of the performance security;
- (d) The bid security of successful bidder shall be returned once the successful bidder has signed the contract agreement and furnished the required performance security.
- (e) The Bid security shall be forfeited:
  - If a bidder withdraws his bid during the period of bid validity; or
  - If a bidder doesn't accept the correction of his Bid Price, pursuant to Para above; or
- (f) In the case of a successful bidder, if he fails to:
  - Furnish the Performance security in accordance with Para below;
  - Sign the contract agreement, in accordance with Para below.

### (viii) Client 's Right to Accept Any Bid, and to Reject Any or All Bids

The Client reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

### (ix) Signing of Contract

- (a) Promptly after issuance of Letter of Acceptance, the Client shall send the successful Bidder the Form of Contract.
- (b) Within fourteen (14) days of receipt of the Form of Contract, the successful Bidder shall sign, date, and return it to the Client.

### (x) <u>Performance Security</u>

- (a) Within Fourteen (14) days of the receipt of Letter of Acceptance from the Client, the successful bidder shall furnish the performance security in Pak Rupees to the amount of ten (10%) of contract price (Bid Value/Premium for 12 months) in shape of CDR/DD or Bank Guarantee, at the option of bidder, in the name of CEO TransPeshawar from schedule bank of Pakistan;
- (b) Failure of the successful Bidder to submit the requisite performance security or to sign the contract agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event, the Client may award the contract to the next lowest evaluated bidder whose offer is substantially responsive.
- (c) The performance security of the successful bidder shall be released after expiry of the contract and fulfillment of all the obligations under the contract to the satisfaction of the Client.

- (d) The Performance security may be forfeited fully or partially if the service provider defaults under the contract.
- 12. This Request for Quotation is being conducted under ADB Procurement Guidelines. As such under ADB's Anti-Corruption Policy, bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB will reject a proposal for award, and will impose sanctions on parties involved, if it determines that the bidder recommended for award or any other party, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list.
- **13.** You may confirm by e-mail (mentioned above) the receipt of this request and whether or not you will submit the quotation(s).

Sincerely Yours,

TransPeshawar

(The Urban Mobility Company)

# 1. FORM OF QUOTATION

(to be submitted on company letterhead duly signed and Stamped)

To:

Chief Executive Officer, TransPeshawar (The Urban Mobility Company), Peshawar.

We offer to execute the **Provision of Group Life Insurance Services to the Employees of TransPeshawar** in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of \_\_\_\_\_\_ (*amount in words and numbers*) \_\_\_\_\_\_ in PKR. We propose to complete the Provision of Services described in the Contract and **Appendix-I** within the stipulated period from the date of signing of the Contract.

SR.#	DESCRIPTIONS	Number of Employees Insured	Total Premium/Bid Value for 12 Months (in PKR)- inclusive of all applicable taxes
1.	Gross Premium	61	

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation received by you.

We hereby confirm that this Quotation complies with the Validity of the Offer and obtain a Performance Security in accordance with terms and conditions imposed by the Request for Quotation document and the Terms and Conditions for Provision of Service including **Appendix-I**.

We have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation.

We are not in the ADB sanctions list.

(Service provider to complete below)

Authorized Signature:

Name and Designation of Signatory:

CNIC.

Stamp.

Date:

Address,

Phone Number &

Email Address:

2. Breakup of Quoted Premium (To be submitted on Official Company Letterhead Duly Signed & Stamp)

S. NO	CATEGORY		CATEGORY WISE YEARLY PREMIUM						
		AGE GROUP	7 Million	6 Million	5.5 Million	4.5 Million	4 Million	3.5 Million	
1	Male Employee	18-25							
2	Male Employee	26-35							
3	Male Employee	36-45							
4	Male Employee	46-55							
5	Male Employee	56-60							
6	Male Employee	Above 60							
	Female								
7	Female Employee	18-25							
8	Female Employee	26-35							
9	Female Employee	36-45							
10	Female Employee	46-55							
11	Female Employee	56-60							
12	Female Employee	Above 60							
Cat	egory wise Total Pr	emium							
			I	II		IV	v	VI	
				Pi	remium Grano	d Total (I+II+I	ll+lV+v+Vl)		

# 3. FORM OF CONTRACT

THIS AGREEMENT number \_\_\_\_\_ made on \_\_\_\_\_ 2021, between

\_\_\_\_\_(hereinafter called "the Client") on the one part and (hereinafter called "the Service Provider") on the other part.

WHEREAS the Client has requested for quotation for "<u>Provision of Group Life Insurance Services to</u> <u>the Employees of TransPeshawar</u>" to be provided by Service Provider, viz. Contract "<u>Provision of</u> <u>Group Life Insurance Services to the Employees of TransPeshawar</u>", (hereinafter called "the Contract") and has accepted the Quotation by the Service Provider for the provision of services under Contract at the sum of (\_\_\_\_\_\_) hereinafter called "the Contract Price".

NOW THIS AGREEMENT TO BE WITNESSETH AS FOLLOWS:

- 1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
  - (i) Form of Contract;
  - (ii) Letter of Acceptance;
  - (iii) Form of Quotation;
  - (iv) Terms and Conditions for Provision of Services;
  - (v) Request for Quotation;
  - (vi) Terms of Reference (Appendix-I)
- 2. Taking into account payments to be made by the Client to the Service Provider as hereinafter mentioned, the Service Provider hereby concludes an Agreement with the Client to execute and complete the provision of services under the Contract in conformity with the provisions of the Contract.
- The Client hereby covenants to pay, in consideration of the acceptance of Contract, provision of services in conformity with the conditions of the Contract, the Contract Price in accordance with Payment Conditions prescribed by the Contract.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of Islamic Republic of Pakistan on the date indicated above.

**Signature and seal of the Client:** For and on behalf of **Signature and seal of the Service Provider:** For and on behalf of

Name of Authorized Representative

Name of Authorized Representative

# 4. TERMS AND CONDITIONS FOR PROVISION OF SERVICES

Name of Contract: Provision of Life Insurance Services to the Employees of TransPeshawar

Client: TransPeshawar (The Urban Mobility Company)

## Service Provider:

- 1. Initially the contract shall be signed for a period of one-year (12 months), however, the Client at its own discretion can extend the period of contract for a further period of two (02) years on the terms and conditions agreed mutually.
- 2. <u>Fixed Price:</u> The price indicated in the Form of Quotation is firm and not subject to any adjustment during initial period of contract performance.
- 3. <u>Commencement of Insurance Coverage</u>
  - a) Insurance coverage shall commence from the date of signing of the contract;
  - b) The Service Provider shall arrange preparation of necessary documents to the insured person well before commencement of insurance coverage.
- 4. Processing of Claim

a) The Service Provider shall process the claim within 45 working days of receipt claim.

- b) The Service Provider cannot demand any unrealistic document for processing of claim;
- 5. <u>Applicable Law:</u> The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
- 6. <u>Resolution of Disputes:</u> The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Client and the Service Provider, the dispute shall be settled in accordance with the provisions of the arbitration law or rules of Pakistan.
- 7. Payment
  - a) Payment of Premium shall be made in advance on quarterly basis;
  - b) All payments / transaction shall be made in Pakistani Rupees (PKR) only.

# 8. <u>Performance Security:</u>

- a) The performance security in Pak Rupees to the amount of ten (10%) of contract price (Bid Value/Premium for 12 months) in shape of CDR/DD or Bank Guarantee, at the option of bidder, in the name of CEO TransPeshawar from schedule bank of Pakistan shall be provided to the Client not later than the date specified in the Letter of Acceptance.
- b) The performance security shall be valid for a period of one (01) year from the date of issuance. Extension of performance security shall take place before its expiry subject to extension of the Contract.
- c) Performance security may be forfeited fully or partially if the service provider defaults under the contract.
- d) If the Performance security is partially liquidated, the Service Provider is obliged to replenish the Performance Security in full within seven (7) working days of the date of any liquidation thereof. If the Service Provider fails to replenish the performance security in accordance with this clause, this shall constitute a material breach of the Contract and the Client shall be entitled to liquidate the remainder of the performance security and terminate the Contract accordingly.
- e) Subject to the fulfilment by the Service Provider of all of its obligations under the Contract, the Performance Security shall be released by the Client within thirty (30) working days after expiry of the Contract and settlement of all claims by the Service Provider.
- **9.** <u>Force Majeure:</u> The Service Provider shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

- 10. <u>Liquidated damages:</u> The Service Provider shall ensure that claim verification shall be done within 15 working days after the claim submission. Maximum time for settlement of claims shall be 45 working days. In case of any unjustified delay on the part of the Service Provider, the Client shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the 0.01 % of the contract price for per day of delay until actual delivery of services, up to a maximum deduction of 10% of the contract price. Once the maximum is reached, the Client may consider termination of the Contract pursuant to Clause 11 below.
- 11. <u>Termination of Contract</u>: If the Service Provider fails to provide the satisfactory services, the Client shall be entitled at his option to terminate the contract and recover the damages besides forfeiture of performance security. The Client shall not be liable to any risks and costs whatsoever in consequence of such termination of the Contract.

NAME OF SERVICE PROVIDER:	
Authorized Signature:	_
Place:	
Date:	

### **TERMS OF REFERENCE (TORs)**

### I. General Terms and Conditions

- 1. All the employees of TransPeshawar shall be insured under the policy for Basic Coverage (Death due to any cause), Supplementary Coverage, Accidental Death (coverage will be doubled), Permanent Partial Disability (PPD), Permanent Total Disability (PTD), Temporary Partial Disability (TPD), Temporary Total Disability (TTD).
- 2. The payment of claim shall be made to TransPeshawar (The Urban Mobility Company) which shall absolve and discharge Service Provider of its liability to the extent of such claims.
- 3. The sum assured under this Group Life Insurance shall become payable only in the event of the death or disability of the employee during his/her service with TransPeshawar (The Urban Mobility Company).
- 4. TransPeshawar (The Urban Mobility Company) has the right to add or delete, without changing the terms and conditions of the Contract, the number of employees depending upon new induction or deduction against the employees' data provided at the time of invitation of bid.
- 5. In case of injuries to the employee insured by the Service Provider in a Military or Air Force, Police or security forces operations or due to terrorism shall be covered as per assigned limits.
- 6. The Service Provider shall ensure that all kind of objections shall be intimated to concerned focal person of TransPeshawar only once. Once the objection is replied in the form of documentary evidence of information, it shall be settled without any further objection and delay. Maximum response period for the focal person & Service Provider is 7 working days.
- 7. The Service Provider shall ensure that claim verification shall be done within 15 working days after the claim submission. Maximum time for settlement of claims shall be 45 working days. In case of any unjustified delay on the part of the Service Provider, 0.01 percent of the claim per day of delay shall be adjusted against the performance security.
- 8. All kind of premium dues shall be settled in advance on quarterly basis. The premium of 2<sup>nd</sup> quarter shall be paid once the claims of 1<sup>st</sup> quarter are fully paid, and so on.
- 9. The agreed per person premium will be during the service of employee with TransPeshawar. Life coverage and premium shall be discontinued, if an employee discontinue his services with the company.
- 10. No person other than the focal person as nominated by TransPeshawar will deal and communicate with the Service Provider for all matters. TransPeshawar will circulate and inform all the employees accordingly.
- 11. The period of insurance contract shall be initially for 01 year, and renewal of contract may be made on agreed terms and conditions for a maximum period of up to 02 years.
- 12. All taxes will be deducted as per federal and provincial government prevailing laws and rules.

### II. Scope of Work

- a) TransPeshawar has 61 employees to be insured under group life insurance. The employees of TransPeshawar have been distributed in 06 different categories with coverage as given in the tables below:
- b) The detail of employees in all the 06 categories shall be provided on request. The number of employees is subject to increase or decrease.

Sr. #	Category	Limit	Life Insurance Coverage
1.	Category-A	7 Million	
2.	Category-B	6 Million	<ul> <li>i. Basic Coverage- Death due to any cause;</li> <li>ii. Supplementary Coverage;</li> <li>iii. Accidental Death: In case of accidental death, coverage</li> </ul>
3.	Category-C	5.5 Million	<ul> <li>will be doubled</li> <li>iv. Disability (PPD, PTD, TPD, TTD)</li> </ul>
4.	Category-D	4.5 Million	
5.	Category-E	4 Million	
6.	Category-F	3.5 Million	

Category wise breakup for number of employees of TransPeshawar

Detaile	Category					TOTAL	
Details	Α	В	С	D	E	F	TOTAL
Employees	3	4	8	6	23	17	61