

PUNJAB SKILLS DEVELOPMENT FUND

Tender Document

Procurement No: 31/SYIG/PSDF/WOLP

HIRING OF A COMPANY/FIRM TO PROVIDE WORLDWIDE ONLINE LEARNING PLATFORM

MARCH 2023



Submission Date for Sealed Bids: April 17, 2023, on or before 02:00 PM

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

UAN: 042-111-11-PSDF(7733) | Toll Free:0800-48627 (HUNAR) | Website: psdf.org.pk

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1. Invitation to Bids

Punjab Skills Development Fund (PSDF) is the largest skills development fund in Pakistan. PSDF was established in 2010 as a not-for-profit company set up under the Companies Ordinance 1984 (now Companies Act 2017) by the Government of Punjab (GoPb). PSDF is revolutionizing the TVET sector through its innovative initiatives for vocational and technical trainings ensuring an economically bright and sustainable future for poor and vulnerable youth of Punjab.

Sealed bids/proposals are invited from established firms/companies for **“Hiring of a Company/Firm to Provide Worldwide Online Learning Platform”** (hereafter called as bidders) to PSDF. All interested and eligible bidders are requested to go through the tender document and provide relevant information along with supporting documents. Bid must be submitted online through e-tender portal.

|  |  | | | | | |
|---|---|--------------------|--|--|------------------------------------|---------------------------|
| Invitation to Bid for Hiring of a Company / Firm to Provide Worldwide Online Learning Platform | | | | | | |
| Punjab Skills Development Fund (PSDF) is the largest skills development fund in Pakistan, established in 2010 as a not-for-profit company set up by the Government of Punjab (GoPb). | | | | | | |
| PSDF invites bids under single stage two envelopes bidding procedure from well-reputed, experienced and tax registered companies / firms against the above-mentioned services. The interested companies / firms can obtain the bidding document containing all details with its evaluation criteria and terms & conditions from PSDF e-tendering portal (https://etender.psd.org.pk/esop/guest/go/public/opportunity/current) and PPRA website (www.ppra.punjab.gov.pk) | | | | | | |
| Sr. No | Description | Procurement No. | Total Tenure of Contract | Bid Submission Deadline (Date & Time) | Technical Bid Opening Date & Time | Estimated Cost for 1 Year |
| 1 | Hiring of a Company/Firm to Provide Worldwide Online Learning Platform | 31/SYIG/PSDF/W OLP | One Year (Extendable for another term) | April 17, 2023, on or before 02:00 PM | April 17, 2023, on 02:30 PM | PKR 25 Million |
| For further details and terms of reference, please visit: <ul style="list-style-type: none">etender.psd.org.pk/esop/guest/go/public/opportunity/currentPPRA website ppra.punjab.gov.pk | | | | | | |
| Important Information: <ul style="list-style-type: none">Follow instructions on etender.psd.org.pkBids submitted only through e-Tender Portal shall be accepted while submission by other means shall be rejected.The bidding procedure shall be governed strictly in accordance with the Punjab Procurement Rules 2014 through national competitive bidding procedure. | | | | | | |
| Procurement Department, Punjab Skills Development Fund 21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore, Pakistan. UAN: 042-111-11-PSDF(7733) Toll Free:0800-48627 (HUNAR) Website: psdf.org.pk | | | | | | |

2. Instruction to Bidders

The Selection of Bidder will be based on **Least Cost Selection Method** through National Competitive Bidding following **Single Stage Two Envelopes** bidding procedure.

- a) The bid shall be submitted through E-tendering portal under Technical and Financial/Commercial envelopes with all the supporting documentary evidence.
- b) In the first instance, technical envelope shall be opened on the E tender portal, and the envelope marked as “Financial Proposal” shall be retained unopened.
- c) PSDF shall evaluate Technical Proposals in a manner prescribed in section– **03 and 09** (Technical Envelope) available on the portal, without reference to the price and shall reject any proposal which does not conform to specified requirements.
- d) During the technical evaluation, no amendments to Technical Proposal shall be permitted.
- e) After the evaluation and approval of the technical proposals, the financial/commercial envelope (on E-tender portal) shall be opened for technically responsive bids, publicly at a time, date and venue announced and communicated to the bidders in advance, with in the bid validity period.
- f) The financial bids found technically non-responsive shall be rejected.
- g) Financial (Commercial Envelope) Proposal shall be evaluated based on PSDF’s evaluation criteria as provided in section **11** of the bidding document and envelopes available on portal.
- h) Minimum passing marks are 65, a bidder who obtains a minimum of 65 marks or more shall be marked as technically qualified and shall be considered for financial bid opening.
- i) The financial proposal of the bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive bidder, whichever is later: provided that the procuring agency may return the sealed financial proposal earlier if the disqualified or non-responsive bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the procuring agency
- j) The lowest evaluated bid shall be awarded the contract.
- k) This document has different sections carrying information on eligibility, technical evaluation, Scope of work, conditions of tender and form of contract, etc. to assist potential bidders to develop their Technical Proposals.

3. Conditions for Eligibility (Mandatory Requirement)

The bidders, fulfilling the following criteria, shall be considered eligible for the bidding process.

1. Must be an Active Taxpayer as per “Active Taxpayer List” of FBR and provide General Sales Tax (GST)/ Provincial Sales Tax (PST) (Please attach proof to ascertain as active taxpayer in FBR and proof for registration in PRA (if applicable).
2. Affidavit on stamp paper, declaring that the company is not blacklisted by any autonomous body/government/semi-government or any organization. (Please attach copy of Affidavit on

stamp paper of Rs 100 on e-tender declaring that the company is not blacklisted, and original affidavit must be delivered to PSDF office as per the mentioned address before the closing date and time of the bid.)

3. Evidence of the bidding firm/company's registration/Incorporation is required (Please attach Copy of certificate of incorporation/company registration certificate.)
4. The proposed platform must already be providing online training courses and certifications from world-wide top-ranking universities (Provide evidence to verify required information)
5. Proposed platform must be multilingual (Provide evidence to verify required information)
6. The bidder shall provide declaration on stamp paper that firm/company shall pay for licences through legal channel. (Please attach copy of Affidavit on stamp paper of Rs 100 on e-tender and original must be delivered to PSDF office as per the mentioned address before the closing date and time of the bid.)

If the bidder fails to provide information as per the above-mentioned or does not fulfil the requirement of, "Eligibility Criteria Checklist" (Annex B) shall be disqualified and declared ineligible from the bidding process and its technical evaluation shall not be carried out.

4. Scope of Work

Description of parameters/scope of work for required items are given below. The bidders are requested to go through the document before the submission of the bids.

The following scope of work identifies the main tasks and responsibilities that the qualifying bidder would be expected to deliver upon, by working closely with the Marketing & Communication, Program Design and Information Technology Department of PSDF:

Services (including pre-planning and post-production), to package communications material in such a way that helps position PSDF as a leading skills development fund in the province of Punjab. The following terms of reference identify the main tasks and responsibilities that the qualifying bidder would be expected to deliver upon.

Scope of work is further classified into below areas:

a) Acquisition of World-Wide Online Learning Platform

- 1) PSDF aims to train approximately 900 trainees for one year. PSDF requires rotating licenses that can be turned if a trainee is inactive for a period as defined in the PSDF business rules. Also, each training program is expected to take 3/4 months to complete, so PSDF will require simultaneous 450 to 500 licenses to complete the required number of 900 trainee across the year. The rotating licenses will ensure that once a trainee completes the required training, another trainee can be onboarded through the same license to start their training.
- 2) The Firm will be responsible for extending the usage of a global online learning platform to PSDF that can also integrate with PSDF license management system for onboarding students and monitoring their performance through their APIs. The requirements of the World-Wide Online Learning Platform are as follows:
 - The platform must already be providing online training courses and certifications from global top-ranking universities and companies (Provide evidence to verify required information)

- Must have content creation and its hosting rights so that PSDF may have training courses created/converted for the platform or mass roll-out (Provide evidence to verify required information)
- Must be a multilingual platform (Provide evidence to verify required information)

The platform should also allow for hands-on projects to be created.

3) Deliverables:

Company/Firm will provide 450 to 500 licenses for training of approximately 900 trainees for one year. PSDF may purchase further licenses on the same cost and terms and conditions for other terms. PSDF may increase or decrease the total number of licenses as per its requirement.

5. Condition for Contract /General Guidelines

The successful bidder shall agree to the following terms of references to provide services to PSDF:

- a) PSDF reserves the right to award or not to award this contract, bidders who fail to submit complete and attach all the relevant documents shall be disqualified.
- b) PSDF shall enter a formal contract with the successful bidder only and reserves the right to terminate the contract if the performance of the Bidder is unsatisfactory.
- c) Bidders to ensure that their bid documents are submitted online through E-tendering portal by or before the closing date and time.
- d) All documents and information received by PSDF from bidders will be treated strictly confidential.
- e) All expenses related to participation in this bidding process shall be borne by the bidder.
- f) PSDF reserves the right to request submission of additional information from applicants to clarify/further understand aspects of the technical proposal if required. PSDF also reserves the right to verify any information provided by the applicants.
- g) PSDF has the right to visit business premises to verify the information shared in tender documents. Bidder presenting information intentionally incorrectly or fraudulently will be disqualified.
- h) The competent authority may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. PSDF shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals but shall not be required to justify those grounds.
- i) Clarifications/ queries may be requested by **April 14, 2023**, before 13:00 through message box option of E-tendering portal and no response shall be given if not requested through the message box of E-tendering portal.
- j) Punjab Procurement Rules, 2014 will be applicable for this procurement.
- k) Joint venture of any kind is not allowed to participate in the bid.

- l) 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.

6. Form of Contract

- a. The successful bidder shall sign and execute the standard contract of PSDF (tentative Draft attached as annex - l) including any general conditions on the terms and conditions specified therein. Any amendment to the standard contract shall be made with the mutual consent of both parties.
- b. The successful bidder shall sign a contract and shall provide the agreed services within the stipulated time agreed in the contract.
- c. The duration of the contract shall be 1-year; however, it can be extendable for another term with the mutual consent of both the parties.
- d. If PSDF cancel the contract during the contract period, a notice period of 1 month shall apply.
- e. In case of any dispute arises regarding the services, the decision of the PSDF shall be considered final & binding.
- f. Failure to comply with any terms and conditions in the tender document and contract given out to the successful bidder could incur imposition of penalties as spelled out later in the contract.
- g. All taxes will be deducted in accordance with the applicable laws.
- h. The bid shall remain valid for the period of **180 days** from the date of bid opening.
- i. It shall be responsibility of the company/firm to ensure that all the requirements of the Govt. of Pakistan are met while providing these services/licenses and pay all duties & taxes as per the applicable laws.
- j. PSDF may make the payment using local LC or against bank guarantee of equal amount furnished by the successful company/firm. The final terms will be decided at the time of the signing the contract.

7. Form of Bid

The Bidders shall follow the Form of Bid specified in **Annex F** to submit the financial bid.

8. Delivery Timelines or Completion Date

Unless agreed otherwise, the successful company/firm will ensure the availability of the licenses for PSDF's trainees within 15 days of signing the contract or release of payment as the case maybe.

9. Technical Evaluation Criteria

The technical proposal of eligible organizations will be evaluated against requirements specified in the in "**Annex – D**".

10. Financial Evaluation Criteria

The Financial Proposals of only eligible bidders with technically qualified will be opened publicly in the presence of bidders or their representatives who may choose to be present, at the time and place announced prior to the opening. Please provide information regarding Financials in **Annex – F** and commercial envelope of the E-tendering portal.

11. Submission of Bids (Technical and Financial Proposal): -

Complete bid containing the Technical (Technical Envelopes) and Financial (Commercial Envelope), with all required information, documentary evidence, and annexures must be submitted on the e-tendering portal before closing dated i.e., **April 17, 2023, at 02:00 PM**. Technical proposals shall be publicly opened on the same day **April 17, 2023, at 02:30 PM** in the presence of bidder's representatives who wish to attend it. Bids submitted through E-Tender shall be accepted, **whereas by-hand/hard copies submission is not allowed and shall be rejected.**

a. Bid Security

Bid Security of **0.2 %** of estimated cost in the form of a pay-order or demand draft or bank guarantee favouring Punjab Skills Development Fund shall reach to PSDF, **Procurement Department on 21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore – Pakistan** before the opening of the bid (Please mention the title of the procurement on envelope). If original bid security is not delivered before the opening of the bid, the bidder shall be disqualified for further proceeding. **The Bid Security should be valid for a period not less than 6 months and a scanned copy must be attached in the financial envelope of the e-tendering portal.** Bid Security of disqualified bidders will be returned after awarding the business to the successful bidder on request.

b. Cover Letter for the Submission of Technical Proposal

A cover letter as specified in "**Annex H**" shall be submitted with the proposal.

Annexures

Annex – A Organizational Information

| Organization Information | | | |
|--------------------------|--|----------------------------|--|
| Sr. # | Required Information | Response | |
| 1 | The legal name of the organization | | |
| 2 | Year of Registration / Establishment of the Organisation | | |
| 3 | National Tax Number | | |
| | General / Punjab Sales Tax Number | | |
| 5 | What is the legal status of your organization? Tick the relevant box (one box only). (Attach Copy/Copies of Registration Certificate/s) | Public Sector Organisation | |
| | | Section 42 Company | |
| | | Public Ltd. Company | |
| | | Private Ltd. Company | |
| | | Private Partnership Firm | |
| | Others (Please specify) | | |
| 6 | Name and designation of 'Head of Organization' | | |
| 7 | Mobile: | | |
| | Phone/s: | | |
| | Email: | | |
| | Fax: | | |
| | Address of organization: | | |
| | Website address: | | |
| 8 | Name and designation of 'Contact Person': | | |
| | Phone/s: | | |
| | Mobile: | | |
| | Email: | | |
| | Fax: | | |

Annex – B Eligibility Response Checklist

| Eligibility Check List | | | | |
|------------------------|--|---|---|--------------------------|
| Sr. No | Eligibility Criteria Details | Response/Elaboration/ Proof Required | Attached Supporting Documents/Proof and mark Yes/No | |
| | | | Yes | No |
| 1 | Must be an Active Taxpayer as per “Active Taxpayer List” of FBR and provide General Sales Tax (GST)/ Provincial Sales Tax (PST) (if applicable). | (Please attach proof to ascertain as active taxpayer in FBR and proof for registration in PRA (if applicable). | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 | Affidavit on stamp paper, declaring that the company is not blacklisted by any autonomous body/government/semi-government or any organization. | (Please attach copy of Affidavit on stamp paper of Rs 100 on e-tender declaring that the company is not blacklisted, and original affidavit must be delivered to PSDF office as per the mentioned address before the closing date and time of the bid.) | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 | Evidence of the bidding firm/company's registration/Incorporation is required. | (Please attach Copy of certificate of incorporation/company registration certificate.) | <input type="checkbox"/> | <input type="checkbox"/> |
| 4 | The proposed platform must already be providing online training courses and certifications from world-wide top-ranking universities. | (Provide evidence to verify required information) | <input type="checkbox"/> | <input type="checkbox"/> |
| 5 | Proposed platform must be multilingual. | (Provide evidence to verify required information) | <input type="checkbox"/> | <input type="checkbox"/> |
| 6 | The bidder shall provide declaration on stamp paper that firm/company shall pay for licences through legal channel. | (Please attach copy of Affidavit on stamp paper of Rs 100 on e-tender and original must be delivered to PSDF office as per the mentioned address before the closing date and time of the bid.) | <input type="checkbox"/> | <input type="checkbox"/> |

Annex – C Relevant Experience

| Relevant Experience | | |
|---------------------|--|---|
| Sr. # | Required Information | Response (Please provide exact information with the organization name, location/s, and duration) Provide data in the sequence given below |
| 1 | Name of Organizations with addresses | i. |
| | | ii. |
| | | iii. |
| | | iv. |
| 2 | Start and end dates of providing Goods/Services (For example – Jan 2010 to September 2020) | i. |
| | | ii. |
| | | iii. |
| | | iv. |
| 3 | Goods/Services provided to Number of companies/firms. | i. |
| | | ii. |
| | | iii. |
| | | iv. |

Annex – D (Platform)

| Platform Related Information | | |
|-------------------------------------|---|--|
| Sr. # | Required Information | Response (Please provide exact information) |
| 1 | Name of World-Wide Online Learning Platform | |
| 2 | Number of Courses available on platform | |
| 3 | How many institutes, universities, companies does the World-Wide Online Learning Platform collaborate with? | |

zAnnex – E Technical Evaluation Criteria

| Technical Evaluation Criteria | | | | |
|-------------------------------|--|--------------|-----------------|--|
| S. No. | Descriptions | Total Points | Category Points | Remarks (Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded) |
| 1 | Similar Experience | 20 | | Documentary proof (copies of contract or work order of clients or partnership certificate) should be furnished. |
| | Acquired access/licenses to 5 or more world-wide SaaS / Non-SaaS Software Providers | | 20 | |
| | Acquired access/licenses to 3 | | 10 | |
| 2 | Global Online Learning Platform - Courses | 20 | | Provide evidence to verify required information |
| | Proposed Learning Management System (LMS) has over 8,000 world-wide courses /certifications available along with access to curate and host training courses. | | 20 | |
| | Proposed Learning Management System (LMS) has less than 500 but above 2,500 courses/certifications available with access to curate and host training courses | | 10 | |
| 3 | World-Wide Online Learning - Platform – Partner Organizations | 20 | | Provide evidence to verify required information |
| | Collaboration with more than 150 universities and companies. | | 20 | |
| | Collaboration with less than 150 or more than or equal to 100 universities and companies. | | 15 | |
| | Collaboration with less than 100 or more than or equal to 50 universities and companies. | | 10 | |

| | | | | |
|-----------------------------|--|------------|----|---|
| 4 | Financial Capability/Annual Turn Over / Sales/Revenue | 20 | | Please submit copy of financial audit report 20-21/21-22 done by ICAP/SBP registered auditing firm or Annual tax return of 20-21/21-22. |
| | Annual revenue/turnover of the company should be greater than Rs. 200 million. | | 20 | |
| | If annual revenue/turnover is less than or equal to Rs. 200 million but greater than 100 million. | | 15 | |
| | If annual revenue/turnover is less than or equal Rs.100 million but greater than 50 million. | | 10 | |
| 5 | General Experience | 20 | | Documentary proof (copies of contract or work order with contact details of clients) should be furnished. |
| | Company/Firm has above 5 years experience of acquiring access to world-wide IT platforms and providing access to different organizations | | 20 | |
| | Company/Firm has more than 3 years to 5 years of experience of acquiring access to world-wide IT platforms and providing access to different organizations | | 15 | |
| | Company/Firm has 3 years' experience or less of acquiring access to world-wide IT platforms and providing access to different organizations | | 10 | |
| Total Points Awarded | | 100 | | |

Annex – F Financial Proposal

Digital firm shall be paid as consideration for the provisioning of services under this contract as per the below mentioned table.

| SR # | Description | Quantity | Unit Price (USD) | Total Amount (USD) |
|-------|--|----------|------------------|--------------------|
| A | World-Wide Online Learning Platform for Licenses | 500 | | |
| B | Services/ Management Fees | | | |
| C | All Applicable Taxes | | | |
| A+B+C | Total Financial Cost (in Figures) | | | |
| | Total Financial Cost (in Words) | | | |

Note: -

1. Business will be awarded based on least Cost Method.
2. The above-mentioned quantity for 500 licences is for financial calculation purpose only.

Payment Terms:

1. All payment shall be made in PKR after the applicable taxes.
2. TT selling exchange rate of State Bank of Pakistan will be used for conversion in PKR.
3. PSDF may make the payment using local LC or against bank guarantee of equal amount furnished by the successful company/firm. The final terms will be decided at the time of the signing the contract.
4. PSDF reserve the right to increase or decrease the licences required as per business need.

Annex – G Declaration

Declaration

Kindly provide the declaration as per the format provided below at the end of the proposal.

I, _____ hereby declare that:

- all the information provided in the technical proposal is correct in all manners and respects
- and I am duly authorised by the Governing body/Board/Management to submit this proposal on behalf of "[Click here and type the name of organization]"

| | |
|-----------------------|--|
| Name | |
| Designation | |
| Signature | |
| Date and Place | |

Annex – H Cover Letter

[Firm letterhead]

[Date]

To

Chief Executive Officer

[Address mentioned in Guidelines]

Re: Proposal in respect of [Insert title of assignment]

Dear Sir,

We offer to provide the services for Hiring of a Company/Firm to Provide Worldwide Online Learning Platform in accordance with your Tender dated [Insert Date of Tender advertised] as per the specification mentioned. We hereby submit our technical bid including the required documents in a technical envelope of e-tender.

We hereby declare that all the information and statements made in these proposals are true and accept that any misinterpretation contained therein may lead to our disqualification. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations. We undertake that we will deliver the supplies as per the client's request if our bid is accepted. We understand that you are not bound to accept any or all proposals you receive.

Thank you.

Yours sincerely,

Signature

Name and title of signatory:

Annex – I Tentative Draft Contract

DATED MARCH 2023

**AGREEMENT FOR PROVISIONING OF WORLD-WIDE ONLINE LEARNING
PLATFORM**

BETWEEN

Punjab Skills Development Fund

AND

[Add]

THIS AGREEMENT is made at Lahore, Pakistan this _____ day of March 2023:

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 (hereinafter referred to as “**PSDF**” which expression shall, wherever the context so requires or permits, include its successors and assigns);

AND

[Add details],(hereinafter referred to as “**Service Provider**” which expression shall, wherever the context so requires or permits include, its successors and assigns).

(PSDF and Service Provider shall individually be referred to as a “Party” and collectively as “Parties”)

WHEREAS, PSDF is a not-for-profit company established by the Government of Punjab to provide quality skills and vocational training opportunities to the underprivileged segment of the population in order to improve their livelihood prospects. In this regard, PSDF seeks to hire Service Provider to provide World-Wide online learning platform to trainees (“**Services**”).

AND WHEREAS Service Provider is desirous of providing the aforesaid Services and submitted its bid on [add] and the bid has been deemed successful for awarding of this Agreement.

AND WHEREAS, Service Provider has agreed to offer and PSDF has agreed to procure the envisaged Services on the terms and conditions set out herein below.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS

1.1 The Recitals hereof shall form an integral part of this Agreement.

2. SCOPE OF WORK

2.1. Service Provider agrees to provide the Services in accordance with the terms of reference detailed in **Appendix A**.

3. TERM & PAYMENT

3.1 This Agreement shall come into force on the date of execution of this Agreement and its duration shall be **one year** extendable for a similar term on same terms and conditions by mutual agreement between parties.

3.2 Time is of the essence in this Agreement and, whenever a date or time is set forth in this Agreement, the same has entered into and formed a part of the consideration for this Agreement. Any penalties for delay shall be imposed in accordance with Appendix B.

3.3 In consideration of the satisfactory provision of Services and related services which shall be judged from a reasonable person standard, PSDF shall pay an amount of USD 97,675 (inclusive of all applicable taxes and out of pocket expenses) in accordance with **Appendix B** of this Agreement.

3.4 All payments made hereunder shall be made subject to applicable tax deductions.

4. OBLIGATIONS

4.1. In providing the Services and related services to PSDF, Service Provider shall, at all times, observe and comply with all the guidelines and policies of PSDF communicated to Service Provider from time to time.

- 4.2. Service Provider shall exercise reasonable care and due diligence in the performance of all obligations arising out of or in relation to this Agreement.
- 4.3. PSDF shall be entitled to conduct an audit for the purposes of ensuring that the services have been performed satisfactorily.
- 4.4. Service Provider shall carry out all activities under this Agreement with the highest standards of quality, professional and ethical competency and integrity.
- 4.5. Service Provider shall retain and maintain all records related to the Agreement during the life of the Agreement and 5 years after the expiry of this Agreement.
- 4.6. Service Provider shall provide all relevant documentation regarding the Services to PSDF.
- 4.7. Company shall ensure that the professional staff required for performing the Services and fulfilling its obligations under this Agreement is available at all times.
- 4.8. Company shall comply with the Business Rules, Monitoring Rules and all other rules of PSDF in providing the Services.
- 4.9. Service Provider shall ensure that they shall comply with, in all material respects with all applicable laws and legal requirements as under the law of Pakistan and all taxes and duties payable under all relevant laws have been duly paid in the course of provision of the services.
- 4.10. Service Provider shall provide legally obtained licenses and shall ensure that there is no violation of any intellectual property rights.

5. WARRANTIES AND REPRESENTATIONS

5.1. SERVICE PROVIDER'S WARRANTIES AND REPRESENTATIONS

- 5.1.1. **SERVICE PROVIDER WARRANTS AND REPRESENTS THAT IT HAS SUBMITTED THE GUARANTEE IN THE FORM OF A BANK GUARANTEE.**
- 5.1.2. **SERVICE PROVIDER REPRESENTS AND WARRANTS THAT IT** has the legal right and capacity to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized and no proceedings on part of any person are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.
- 5.1.3. Service Provider is legally entitled, validly existing and carrying on its business under the laws of Pakistan and complies with the eligibility criteria set out in the expression of interest.
- 5.1.4. Service Provider will provide official and legally procured licenses free from any encumbrances, add-ons, infringement claims etc.
- 5.1.5. Service Provider warrants and represents that it will not undertake any conflicting activities, assignments, or relationships.
- 5.1.6. Service Provider warrants and represents that it will not undertake any activity that may be categorized as fraud and corruption, or unfair advantage.

- 5.1.7. Service Provider warrants and represents that it shall provide professional, objective and impartial advice, services and content and at all time hold PSDF's interests' paramount, strictly avoid conflicts with other assignments or its own corporate interests and act without any consideration of future work.
- 5.1.8. **SERVICE PROVIDER WARRANTS AND REPRESENTS THAT** it has the required professional skills, knowledge, expertise technical and financial resources required for the purposes of providing the Services and related services and carrying out all related activities in relation to this Agreement.
- 5.1.9. The execution and performance of this Agreement does not constitute a violation of any applicable laws of Pakistan and/or any agreement/understandings to which any or each of the said Parties are bound by.
- 5.1.10. Service Provider warrants that it possesses all requisite licenses, qualifications, certifications, registrations, regulatory approvals, intellectual property rights etc. for entering into, and performing its obligations under this Agreement.
- 5.1.11. Service Provider warrants and represents that there are no proceedings pending, or threatened, (i) for its dissolution or bankruptcy or (ii) that could adversely affect the performance of its respective obligations under this Agreement or the transaction contemplated hereby.
- 5.1.12. Service Provider warrants that it shall perform its obligations with all due diligence and efficiency and to the satisfaction of PSDF and shall exercise such skill and care in performance of the same in accordance with the best professional techniques, standards and practices in the training industry in engagements of similar scope, complexity and duration.
- 5.1.13. Service Provider warrants that it shall exercise a reasonable standard of care in the provision of the licenses. Service Provider further warrants and agrees that it shall maintain quality control, provide adequate tests, and do such other things as are reasonably required to assure the high quality of the requisite licenses.
- 5.1.14. Company warrants and represents that it shall be legally responsible for all acts of its employees, sub-contractors, independent contractors etc. providing the Services.
- 5.1.15. This Agreement and all documents to be executed by Service Provider and to be delivered to PSDF are/shall be duly authorized, registered, executed and delivered, and are/shall be legal, valid, and binding obligations of Service Provider.

5.2. PSDF's warranties and representations

- 5.2.1. This Agreement and all documents executed or to be executed by PSDF and to be delivered to Service Provider in connection herewith are/shall be duly authorized, executed and delivered, are legal, valid and binding obligations of PSDF enforceable in accordance with their respective terms, and do not violate the provisions of any agreement, judicial order, governmental ruling or applicable state or federal law or regulation to which PSDF is a party or to which PSDF is subject.

6. INDEMNITIES AND LIABILITIES OF SERVICE PROVIDER

- 6.1. Service Provider shall defend, indemnify and hold safe and harmless PSDF and its respective owners, employees, representatives and affiliates from and against any and all claims, demands, complaints or actions, including those by third parties (including employees of Service Provider, its subcontractors and government agencies), arising from or relating to this Agreement (including personal injury, death, property damage or damage to the environment) to the extent arising out of or in connection with the purchase, any breach of this Agreement or violation of law by Service Provider or any contractor thereof, and including claims of or actual joint or concurrent negligence, but not including any sole or gross negligence, or willful misconduct of PSDF. The claims, demands, complaints and actions covered hereunder include but are not limited to all settlements, losses, liabilities, judgments, court costs, reasonable attorneys' fees, fines, penalties and other litigation costs and expenses arising from or related to such claims, demands, complaints or actions.

7. INDEMNITIES AND LIABILITIES OF PSDF

- 7.1. Except for a breach of this Agreement, in no event shall PSDF be liable to Service Provider for any loss of profits, loss of business, interruption of business, or for indirect, special, incidental or consequential damages of any kind, even if such Service Provider received advance notice of the possibility of such damages.
- 7.2. Service Provider shall have no claim against PSDF for any liability whatsoever unless expressly provided in this Agreement. In this regard, PSDF's liability shall be excluded to the fullest extent permitted under law and to the extent it cannot be excluded under law; the maximum overall liability of PSDF shall not exceed value of the contract for any and all claims and losses.

8. EVENTS OF DEFAULT

- 8.1. The following events shall each constitute an “Event of Default” by Service Provider and PSDF shall have the right to immediately terminate the Agreement upon the occurrence of any of the following events of default.
- 8.1.1. If Service Provider violates or breaches, or materially fails to fully and completely observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Agreement and does not cure such violation, breach or failure within thirty (30) days after PSDF gives Service Provider written notice of such violation, breach or failure, or, if such violation, breach or failure can be cured but not within thirty (30) days with the use of diligent efforts, if Service Provider does not commence to cure such violation, breach or failure within such thirty (30) day period.
- 8.1.2. If the Services provided do not conform to any requirements of PSDF and subject to the same being informed to Service Provider in writing the same is not replaced within 30 days.
- 8.2. PSDF reserves the right to terminate the Agreement at any point in time without assigning any reasons with a month’s notice. The Service Provider may terminate this Agreement if a material breach has been committed by PSDF and if the same is not cured by PSDF within a period of one month, by furnishing a prior written notice of three months.

9. ENTIRE AGREEMENT

THIS AGREEMENT, TOGETHER WITH THE APPENDICES A AND B CONSTITUTES THE ENTIRE AGREEMENT AND UNDERSTANDING OF THE PARTIES WITH RESPECT TO ITS OBJECT AND SUPERSEDES AND CANCELS ANY PRIOR REPRESENTATION, COMMITMENT, UNDERTAKING OR AGREEMENT BETWEEN THE PARTIES, WHETHER ORAL OR WRITTEN, WITH RESPECT TO OR IN CONNECTION WITH ANY OF THE MATTERS OR THINGS TO WHICH SUCH AGREEMENT APPLIES OR REFERS.

10. WAIVER

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.

11. RECORD

Service Provider shall retain all the records and working papers including monthly/quarterly reports, contracts, policies/ procedures Invoices, receipts and other documentary evidences in

connection with the execution of this Agreement for a period of 5 years after the termination of this Agreement.

12. ASSIGNMENT AND SUB-CONTRACTING

12.1 Service Provider 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 PSDF.

12.2 Service Provider shall not sub-contract the provisioning of the Services or any related services without the express written permission of PSDF.

13. CONFIDENTIALITY

12.1 Except as otherwise permitted by this Agreement, neither of the parties to this Agreement may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of the parties to this Agreement may, however, disclose such information to the extent that it:

- a) Is or becomes public other than through a breach of this Agreement;
- b) Is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
- c) Was known to the recipient at the time of disclosure or is thereafter created independently;
- d) Is disclosed as necessary to enforce the recipient's rights under this Agreement; or
- e) Must be disclosed under applicable law, legal process or professional regulations.

12.2 Either of the Parties to this Agreement may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

14. BLACKLISTING

14.1. After signing the Agreement, if Service Provider is unable to fulfil its obligations and abandons Service Provider without any cogent reason, Service Provider may be blacklisted by PSDF and may be prohibited from participating in any PSDF funded schemes in the future.

15. FORCE MAJEURE

- 15.1. Any event or circumstances beyond the reasonable control of a Party and unavoidable by the affected Party by exercise of due care shall be deemed as an ‘event of Force Majeure’. This shall include, but not be limited to, earthquakes, tsunami, fire, explosion, terrorism, storm, flood, lightening, pandemic, epidemic, war and hostilities, denial of license, rejection of funds transfer by SBP, government actions.
- 15.2. If either party is affected by Force Majeure, it shall forthwith notify the other party of the nature and extent thereof.
- 15.3. Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations under this Agreement to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly and where extension is not possible, both parties will amicably resolve the issue and settle all payment accounts

16. NOTICES

16.1. A notice or other communication under or in connection with this Agreement shall be:

- (a) in writing;
2. in the English language; and
3. **delivered personally, sent by courier or transmitted by email to the Party to which it is intended to be delivered.**

16.2. Addresses:

| PSDF | Service Provider |
|--|------------------|
| Attention: 21 A Block H, Mateen Fatima Road Gulberg II, Lahore TEL: -042-111-11-77-33 | [Add] |

17. 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.

18. Variations

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of all the Parties.

19. 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.

20. INTELLECTUAL PROPERTY

- 20.1 Any material produced for the purposes of this Agreement shall be considered to be commissioned works produced during the course of this Agreement for PSDF and shall be the intellectual property of PSDF.
- 20.2 The Service Provider shall in no event make use of any Intellectual Property Right of PSDF including Trademark, Copyright, Logo, Patent and Design or any other material without prior written approval of PSDF. The Service Provider shall in no event represent itself as owner or licensee or assignee of the said Intellectual Property Rights.

21. HARASSMENT, HEALTH AND SAFETY

- 21.1 The Service Provider is expected to treat all persons with whom it interacts or whom it engages for the purpose of providing the Services, with respect and dignity. No worker shall be subjected to corporal punishment, abuse of power, threats, violence, intimidation, or harassment of any kind under the applicable laws.
- 21.2 The Service Provider shall ensure that appropriate health and safety measures are in place for its employees.

22. DISCRIMINATION

In the process of providing the Services, the Service Provider shall not engage in discrimination based on race, colour, biological sex, nationality, religion, any type of disability or physical characteristics, marital status, sexual orientation, gender identity, social class and age.

23. ANTI-BRIBERY AND ANTI-CORRUPTION

- 23.1 The Service Provider and its personnel and any other person responsible for providing and performing the Services is in compliance with all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the term of this Agreement.

23.2 PSDF shall have the right to terminate this Agreement if the Company breaches this Clause 23.

24. AMENDMENTS

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

25. ARBITRATION AND GOVERNING LAW

25.1 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.

25.2 The Parties agree that in case of any dispute regarding the quality and quantity of the Services and/or any related services, the decision of PSDF shall be binding and final.

25.3 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.

IN WITNESS THEREOF, each Party has executed and delivered this Agreement as a deed on the date, which first appears above.

PSDF

Service Provider

| | |
|--|--|
| | |
| <p>Name:</p> <p>Designation:</p> | <p>Name:</p> <p>Designation:</p> |



Skills For Success

| On behalf of PSDF | On behalf of Service Provider |
|-------------------|-------------------------------|
| | |

Witnesses:

1.

2.

APPENDIX A

TERMS OF REFERENCE

Scope of Work

The following scope of work identifies the main tasks and responsibilities that the Service Provider is expected to deliver upon, by working closely with the Marketing & Communications (M&C) department at PSDF.

Services (including pre-planning and post-production), to package communications material in such a way that helps position PSDF as a leading skills development fund in the province of Punjab. The following terms of reference identify the main tasks and responsibilities that the qualifying bidder would be expected to deliver upon:

Scope of work is further classified into below areas:

a) Acquisition of World-Wide Online Learning Platform

PSDF aims to train approximately 900 trainees for one year. PSDF requires rotating licenses that can be turned if a trainee is inactive for a period as defined in the PSDF business rules. Also, each training program is expected to take 3/4 months to complete, so PSDF will require simultaneous 530 licenses to complete the required number of 900 trainee across the year. The rotating licenses will ensure that once a trainee completes the required training, another trainee can be onboarded through the same license to start their training.

The Service Provider will be responsible for extending the usage of a global online learning platform to PSDF that can also integrate with PSDF license management system for onboarding students and monitoring their performance through their APIs. The requirements of the World-Wide Online Learning Platform are as follows:

- The platform must already be providing online training courses and certifications from global top-ranking universities and companies (Provide evidence to verify required information);

- Must have content creation and its hosting rights so that PSDF may have training courses created/converted for the platform or mass roll-out (Provide evidence to verify required information); and
- Must be a multilingual platform (Provide evidence to verify required information).

The platform should also allow for hands-on projects to be created.

Deliverables

l) Licenses:

- Service Provider will provide licenses for training of 900 trainees for one year. PSDF may purchase further licenses on the same cost and terms and conditions for other terms.
- PSDF may increase or decrease the total number of licenses as per its requirement.

APPENDIX B

PAYMENT TERMS

- **DETAILS OF THE PAYMENT TERMS AND PRICES ARE AS FOLLOWS:**

| SR.# | DESCRIPTION | AMOUNT (USD) |
|------|--|--------------|
| A | WORLD-WIDE ONLINE LEARNING PLATFORM FOR LICENSES | |
| B | SERVICES /MANAGEMENT FEES | |

| | | |
|-------|----------------------|--|
| C | ALL APPLICABLE TAXES | |
| A+B+C | TOTAL CONTRACT VALUE | |

- ALL PAYMENT SHALL BE MADE IN PKR AFTER THE DEDUCTION OF APPLICABLE TAXES.
- THE SERVICE PROVIDER SHALL ENSURE THAT TRANSACTION OF PAYMENT IS DONE THROUGH LEGAL CHANNEL. IT SHALL BE RESPONSIBILITY OF SERVICE PROVIDER TO ENSURE THAT ALL THE REQUIREMENTS OF THE GOVT. OF PAKISTAN ARE MET WHILE PROVIDING THESE SERVICES/LICENSES AND PAY ALL DUTIES & TAXES AS PER THE APPLICABLE LAWS.
- T/T SELLING EXCHANGE RATE OF STATE BANK OF PAKISTAN WILL BE USED FOR CONVERSION IN PKR.
- PSDF MAY MAKE THE PAYMENT USING LOCAL LC OR AGAINST BANK GUARANTEE OF EQUAL AMOUNT FURNISHED BY THE SERVICE PROVIDER.

Appendix B

Payment Terms

- i. The Total Contract value is PKR 1 Million.
- ii. The following penalties may be imposed on the Company:
 - ___% penalty shall be imposed on monthly invoice value of Company in case of non-compliance.

Payment Terms:

- i. Upon successful performance of the Services as mentioned above, payment shall be made once the services have been approved by the PSDF user department.
- ii. Payment will be made on a monthly basis within thirty (30) days after the submission of invoice and acceptance of the Services by the relevant department.
- iii. All the payments shall be made in PKR after the deduction of all applicable taxes.
- iv. Traveling and accommodation will be provided by PSDF out of Lahore only, based on the below table.

| | |
|---------------|--|
| Travelling | Borne by PSDF (will only accommodate 2 person and will be accompanied by PSDF representatives). |
| Accommodation | Will be borne by PSDF (not more than PKR 12,000 per night for the whole crew) if night stay is involved. |