

# **NATIONAL BIDDING DOCUMENT**

## **HIRING OF TRAINING SERVICE PROVIDERS FOR EXPORT GROWTH PROGRAM IN THE READYMADE GARMENTS AND KNITWEAR INDUSTRIES FOR INDUSTRY (ROUND II)**

**(Single Stage Two Envelop Procedure)**

**(National Competitive Bidding)**

**August 09, 2023**



## **Punjab Skills Development Fund (PSDF)**

**Submission Date for Sealed e-Bids: August 09, 2023, on or before 03:00 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](http://psdf.org.pk)

# Standard Bidding Documents for Procurement of Services

## PART-A – BIDDING PROCEDURE & REQUIREMENTS

### Section I - Invitation to Bids

### Section II- Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. *This Section contains provisions that are to be used without modifications.*

### Section III- Bid Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

### Section IV - Technical Specifications, Schedule of Requirements

This Section includes the details of specifications for the services to be procured and schedule of requirements.

### Section V - Technical Evaluations

This Section includes the details technical evaluation criteria.

### Section VI - Standard Forms

This Section includes the standard forms for the Bid Submission, Price Schedules, and Bid Security etc. These forms are to be completed and submitted by the Bidder as part of its Bid.

## PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

### Section VII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts. *This Section contains provisions that are to be used without modifications.*

### Section VIII - Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

## Section IX - Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The forms for **Performance Security** will be submitted by the successful bidder to whom a Letter of Acceptance is issued before the award of contract.

### **Integrity Pact**

The successful bidder shall be required to furnish the Integrity Pact as per the attached format.

## Contents

Standard Bidding Documents for Procurement of Services .....	2
SECTION I: INVITATION TO BIDS .....	7
SECTION II: INSTRUCTION TO BIDDERS (ITBs) .....	10
1. Scope of Bid.....	11
2. Source of Funds.....	11
3. Eligible Bidders.....	11
4. One Bid per Bidder .....	14
5. Cost of Bidding .....	15
6. Contents of Bidding Documents.....	15
7. Clarification of Bidding Documents.....	16
8. Amendment of Bidding Documents .....	17
9. Language of Bid.....	17
10. Documents Constituting the Bid .....	18
11. Documents Establishing Eligibility of Services and Conformity to Documents	18
12. Documents Establishing Eligibility and Qualification of the Bidder.....	19
13. Form of Bid.....	19
14. Bid Price.....	19
15. Bid Currencies .....	20
16. Bid Validity Period .....	20
17. Bid Security or Bid Securing Declaration .....	21
18. Withdrawal, Substitution, and Modification of Bids .....	23
19. Format and Signing of Bid.....	23
20. Minimum Wage rates/all applicable taxes .....	23
21. Sealing and Marking of Bids .....	23
22. Deadline for Submission of Bids .....	23
23. Withdrawal of Bids .....	24
24. Opening of Bids .....	24
25. Confidentiality .....	26
26. Clarification of Bids.....	26
27. Preliminary Examination of Bids.....	27
28. Examination of Terms and Conditions; Technical Evaluation .....	29
29. Correction of Errors .....	30
30. Conversion to Single Currency .....	30
31. Evaluations of Bids .....	31
32. Determination of Most Advantageous Bid .....	31
33. Post- qualification of Bidder and/or Abnormally Low Financial Proposal .....	32
34. Criteria of Award .....	33
35. Negotiations .....	33
36. Procuring Agency's Right to reject All Bids .....	34
37. Procuring Agency's Right to Vary Quantities at the Time of Award.....	34
38. Notification of Award .....	34
39. Signing of Contract .....	35
40. Performance Security (or Guarantee) .....	35

41. Advance Payment .....	36
42. Arbitrator.....	36
43. Corrupt & Fraudulent Practices .....	36
44. Constitution of Grievance Redressal .....	36
45. GRC Procedure .....	37
46. Mechanism of Blacklisting .....	38
SECTION III: BID DATA SHEET.....	41
SECTION IV: SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS .....	45
Schedule of Requirements / Work Plan/ Deputation Plan .....	46
Technical Specifications / Scope of Work .....	47
SECTION V: TECHNICAL EVALUATION .....	54
A. Detail of Qualification Criteria/Knock down criteria for Industries.....	55
B. Consortium Details.....	56
C. Detail of Technical Evaluation Criteria.....	57
SECTION VI: STANDARD FORMS .....	60
Letter of Bid – Technical Proposal .....	62
Letter of Bid - Financial Proposal.....	64
Bidder Information (Profile) Form.....	66
General Information Form.....	68
Financial Bid Form/Price Schedule .....	70
Form of Consortium Agreement .....	73
Form of Bid-Securing Declaration .....	75
Affidavit .....	76
SECTION VII: GENERAL CONDITIONS OF THE CONTRACT .....	77
1. Definitions.....	78
2. Application and interpretation .....	80
3. Conditions Precedent .....	80
4. Governing Language.....	81
5. Applicable Law .....	81
6. Standards.....	81
7. Use of Contract Documents & Information; Inspection & Audit by the GoP....	81
8. Patent and Copy Rights.....	82
9. Performance Security (or Guarantee) .....	82
10. Inspections and Visits .....	83
11. Payment.....	83
12. Prices.....	84
13. Contract Amendments .....	84
14. Assignment .....	84
15. Delays in the Service Provider’s Performance .....	84
16. Termination for Default .....	84
17. Termination for Insolvency.....	85
18. Termination for Convenience .....	86
19. Disputes Resolution .....	86
20. Procedure for Disputes Resolution .....	86

21. Replacement of Arbitrator .....	86
22. Limitation of Liability.....	87
23. Notices .....	87
24. Taxes and Duties .....	87
25. Anti-Money Laundering / Combating Financing of Terrorism (AML / CFT) ...	88
26. Prevention of Sexual Exploitation and Abuse (PSEA).....	88
27. Health and Safety .....	88
28. Harassment.....	88
29. Discrimination.....	88
30. Conflict of interest .....	88
31. Evaluation Cost.....	89
SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC) .....	90
Special Conditions of Contract (SCC).....	91
SECTION IX: CONTRACT FORMS .....	93
Form of Contract.....	94
Performance Security (or guarantee) Form.....	96
Integrity Pact.....	97
Tentative Draft Contract .....	99

**PART-A**

**BIDDING PROCEDURE & REQUIREMENTS**

**SECTION I: INVITATION TO BIDS**

## Punjab Skills Development Fund



**Bid No. PSDF/EDF/Skill Development/IN/07-23**

For

**Hiring of Training Service Providers for Export Growth Program in the Readymade Garments and Knitwear Industries for Industry (Round II)**

### Invitation to Bids




**Date: July 18, 2023**

1. This Invitation to Bids follows IPL No. 5486 of for the subject Procurement which appeared in Daily Jang vide dated July 16, 2023.
2. The PSDF has received a fund from the Export Development Fund, Ministry of Commerce, Government of Pakistan towards the cost of Export Growth Program in the Readymade Garments and Knitwear Industries, and it intends to apply part of the proceeds/provided fund of this to cover eligible payments under the contract for which the Invitation to bids has been issued.
3. The PSDF now invites sealed e-bids from eligible Training Service Providers for the skill development of Export Growth Program in the Readymade Garments and Knitwear Industries for Industry.
4. The bidding shall be conducted in line with the Single Stage Two Envelope procedure of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines, or Instructions issued by the Authority (from time to time) and is open to all potential bidders.
5. All bids must be accompanied by a Bid Securing Declaration in the format provided in the Bidding Documents.
6. The 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 (<https://etender.psdf.org.pk/esop/guest/go/public/opportunity/current>) before closing date i.e., **August 09, 2023, at 03:00 PM**. Technical proposals shall be publicly opened on the same day **August 09, 2023, at 03:30 PM** in the presence of bidder's representatives who wish to attend it at. Bids submitted through E-



Tender shall be accepted, whereas by-hand submission is not allowed and shall be rejected.

**Procurement Department,  
Punjab Skills Development Fund**

### Hiring of Training Service Providers for Export Growth Program in the Readymade Garments and Knitwear Industries for Industry (Round II)

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).

**Tender No: PSD/EDF/Skill Development/IN/07-23**

PSDF has received funding from Export Development Fund (EDF) - Ministry of Commerce, for the Skills Training Program in the Textile sector (Readymade Garments & Hosiery / Knitwear). This program has been designed in partnership with Pakistan Readymade Garments Manufacturers and Exporters Association (PRGMEA) and Pakistan Hosiery Manufacturers & Exporters Association (PHMA). The program may be expanded as per the demand from the associations / industries in future.

**Aim of the Project:**  
Aligned with the Pakistan Vision 2025, the project aims to promote the exports by increasing the supply of skilled workforce in the textile sector, narrowing the wide gap in production requirement and availability of skilled labor. Under this program, PSDF will train in demand-driven and export-related trades. The duration of the contract is one year extendable for another year on the same terms & conditions. Trainees under this program will receive hands-on experience and employment opportunities in the export related industries.

**Invitation for Bids:**  
PSDF invites bids from eligible Industries associated/ member of PHMA or PRGMEA, or member of any other registered Associations representing exporters of Chapter 61 & 62 of Pakistan Custom Tariff. Industries can form consortiums in this case with any Formal Training Institute. Industries will take the lead in this case. The interested industries can obtain the bidding document from PSDF e-tendering portal (<https://etender.psdf.org.pk/esop/quest/go/public/opportunity/current>) and PPRA website ([www.ppra.org.pk](http://www.ppra.org.pk)) for below mentioned lots.


Trade	LOT #	Districts
<b>Apparel Supervisor (Hosiery)</b>	1	Lahore
	2	Sialkot
	3	Faisalabad
	4	Multan
	5	Karachi / Hyderabad
<b>Knitting Machine Operator (Hosiery)</b>	6	Lahore
	7	Sialkot
	8	Faisalabad
	9	Multan
	10	Karachi / Hyderabad
<b>Industrial Stitching Machine Operator (Hosiery)</b>	11	Lahore
	12	Sialkot
	13	Faisalabad
	14	Multan
	15	Karachi / Hyderabad

Trade	LOT #	Districts
<b>Apparel Planning &amp; Merchandising (Readymade Garments)</b>	16	Lahore
	17	Sialkot
	18	Faisalabad
	19	Multan
	20	Karachi / Hyderabad
<b>Apparel Supervisor (Readymade Garments)</b>	21	Lahore
	22	Sialkot
	23	Faisalabad
	24	Multan
	25	Karachi / Hyderabad
<b>Industrial Stitching Machine Operator (Readymade Garments)</b>	26	Lahore
	27	Sialkot
	28	Faisalabad
	29	Multan
	30	Karachi / Hyderabad

**Important Information:**

- Follow instructions on [etender.psdf.org.pk](https://etender.psdf.org.pk)
- Bids submitted only through e-tender portal shall be accepted while submission by other any means shall be rejected.
- A separate bid for each LOT is acceptable, however, partial bid in any lot is not allowed. Bidders may submit bid in one or more lots. Contract(s) will be awarded to the bidder at the lowest evaluated cost for each lot.
- Refer bidding document for details regarding pre-bid meeting.
- Bids must be submitted through e-tender portal on or before August 09 2023 at 03:00 PM.
- The bids will be opened on the same day at 03:30 PM in the presence of the bidder's representative(s) who may choose to be present at the address below.
- In case of official holiday on the day of submission, next day will be treated as closing date.
- Procurement process shall be conducted in line with the Single Stage Two Envelope procedure of the Public Procurement Rules 2004 (Federal PPRA) and any Regulations, Regulatory Guides, Procurement Guidelines, or Instructions issued by the Authority (from time to time) and is open to all potential bidders.

**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](https://psdf.org.pk)



## **SECTION II: INSTRUCTION TO BIDDERS (ITBs)**

## A. INTRODUCTION

Note: - All the procurement procedures shall be conducted in accordance with Public Procurement Regulatory Authority Ordinance, 2002 and Public Procurement Rules, 2004 of Pakistan. In case of any conflict between the provision of this document and PPRA Ordinance, 2002 and/or PPRA Rules-2004, the later shall prevail.

- |                            |  |
|----------------------------|--|
| <b>1. Scope of Bid</b>     | 1.1 The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of technical and vocational training as specified in the Section-III Bid Data Sheet (BDS) and Section IV- Schedule of Requirements. The successful Bidders will be expected to provide the services for the specified period and timeline(s) as stated in the BDS.  |
| <b>2. Source of Funds</b>  | 2.1 Source of funds is referred in Clause-2 of Invitation for Bids or as stated in BDS.  |
| <b>3. Eligible Bidders</b> | <p>3.1 The Invitation to Bids is open to Industries associated/ member of Readymade Garments and Knitwear Associations i.e. PRGMEA and PHMA, or member of any other registered Associations representing exporters of Chapter 61 &amp; 62 of Pakistan Custom Tariff (who fulfils the criteria provided in the Bidding document). Industries can form consortium in this case with any Formal Training Institute. Member Industries of PRGMEA and PHMA can also form consortium with any Formal Training Institute (fulfilling consortium agreement mentioned in the document). In case of consortium however, Industries will take the lead. Must meet the Qualification Criteria/Knock down criteria for Industries as specified in Section V in this bidding document.</p> <p>3.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under this Invitation to Bids.</p> <p>3.3 Government-owned enterprises may participate only if</p> |

they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.

- 3.4 Bidders shall not be under a declaration of blacklisting by any Government department/other Procuring Agency or by Procurement Regulatory Authority (PPRA).
- 3.5 In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.

*[It is upon procuring agency to decide the participation of Bidders in J.V mode. The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA].*

- 3.6 The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
- 3.7 Any agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid and shall be attested.
- 3.8 Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
- 3.9 The invitation for Bids is open to all prospective bidder/service provider subject to any provisions or

licensing/regulatory requirements issued by the respective national/ provincial professional statutory body established for that particular trade or business.

3.10 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

- a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the services to be purchased under this Invitation for Bids.
- b) have controlling shareholders in common; or
- c) receive or have received any direct or indirect subsidy from any of them; or
- d) have the same legal representative for purposes of this Bid; or
- e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
- f) submit more than one Bid in this Bidding process for one lot/trade, However, this does not limit the participation of subcontractors in more than one Bid.

3.11 A Bidder may be ineligible if –

- a) the Bidder is declared bankrupt or, in the case of company or firm, insolvent.
- b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or

partial loss of the right to administer and dispose of its property;

- c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property.
- d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct.
- e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.
- f) The firm, Service Provider and contractor is blacklisted/ debarred by any international organization.

3.12 Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.13 Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

3.14 Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

#### **4. One Bid per Bidder**

4.1 A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

4.2 No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.

4.3 A person or a firm cannot be a sub-contractor with more

than one bidder in the same bidding process.

**5. Cost of Bidding**

- 5.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring Agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

**B. BIDDING DOCUMENTS**

**6. Contents of Bidding Documents**

- 6.1 The Services required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include:

**Section I** -Invitation to Bids

**Section II** Instructions to Bidders (ITBs)

**Section III** Bid Data Sheet (BDS)

**Section IV** Technical Specifications, Schedule of Requirements

**Section V** Technical Evaluation Criteria

**Section VI** Standard Forms

**Section VII** General Conditions of Contract (GCC)

**Section VIII** Special Conditions of Contract (SCC)

**Section IX** Contract Forms

- 6.2 The Bid is submitted on E-Tender but if any number of copies to be required in hard form for this Bid will be specified in the **BDS**.
- 6.3 The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or downloaded from the website of the Procuring Agency or E-Tender Portal. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.



6.4 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.

## 7. Clarification of Bidding Documents

7.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form to the Procuring Agency's as indicated in the BDS.

7.2 The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (04) days prior to the deadline for the submission of Bids as prescribed in **ITB 22.1** or the date as specified in BDS.

7.3 Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of E-Procurement, the response of all such queries will also be made available through the e-procurement platform/portal.

7.4 Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 8**.

7.5 If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.

7.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared



after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 8**. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

8. **Amendment of Bidding Documents**
  - 8.1 Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
  - 8.2 Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to **ITB 7.1** and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS: Provided that the bidder who had either already submitted their bid prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
  - 8.3 To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids: Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.

### **C. PREPARATION OF BIDS**

9. **Language of Bid**
  - 9.1 The Bid prepared by the Bidder, as well as all

correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the English language unless specified in the **BDS**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the **BDS**, in which case, for purposes of interpretation of the Bidder, the translation shall govern.

9.2 The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or downloaded from the website of the Procuring Agency or E-Tender Portal. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

9.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.

#### 10. Documents Constituting the Bid

10.1 The Bid prepared by the Bidder shall constitute the following components: -

- g) Form of Bid and Bid Prices completed in accordance with **ITB 13** and **14**.
- h) Documentary evidence established in accordance with **ITB 12** that the Bidder is eligible and/or qualified for the subject bidding process.
- i) Bid security or Bid Securing Declaration furnished in accordance with **ITB 17**.
- j) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and
- k) Any other document required in the **BDS**

#### 11. Documents Establishing

11.1 Pursuant to **ITB 10**, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in

<b>Eligibility of Services and Conformity to Bidding Documents</b>	conformity to the terms and conditions specified in the Bidding Documents for the services which the Bidder proposes to deliver.
11.2	The documentary evidence of the eligibility of the services shall consist of a statement in the Price Schedule.
<b>12. Documents Establishing Eligibility and Qualification of the Bidder</b>	<p data-bbox="472 506 1418 678">12.1 Pursuant to <b>ITB 3</b>, the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.</p> <p data-bbox="472 719 1418 981">12.2 The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, is eligible as defined under <b>ITB 3</b>. and in Section V in Qualification Criteria/Knock down criteria for Industries of this bidding document.</p> <p data-bbox="472 1021 1418 1514">12.3 The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency that:</p> <ul style="list-style-type: none"> <li data-bbox="552 1193 1418 1317">a) in the case of a Bidder offering to deliver training services registered with authorities or commission or association as specified in <b>BDS</b> and <b>ITB 3</b>.</li> <li data-bbox="552 1346 1418 1514">b) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in <b>BDS</b>.</li> </ul>
<b>13. Form of Bid</b>	13.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the training services to be provided
<b>14. Bid Price</b>	<p data-bbox="472 1709 1418 1843">14.1 The Bidder shall indicate on financial bid form the unit prices (where applicable) and total Bid price of the trainings which it proposes to provide under the contract.</p> <p data-bbox="472 1883 1418 1962">14.2 Prices indicated on the Price Schedule shall be item wise/ package wise as indicated in bid form.</p> <p data-bbox="472 2002 1418 2038">14.3 The Bidder's separation of price components in accordance</p>

with above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.

- 14.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an adjustable price quotation will be treated as non-responsive and may be rejected.

**15. Bid Currencies** 15.1 Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.

- 15.2 The Bidders must adhere to the minimum wage rate (notified by Labour & Human Resource Department) and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid

**16. Bid Validity Period** 16.1 Bids shall remain valid for the period specified in the **BDS** after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

- 16.2 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under **ITB 17** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with **ITB 17** in all respects.

**17. Bid Security or Bid Securing Declaration**

- 17.1 Pursuant to **ITB 10**, unless otherwise specified in the **BDS**, the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the procuring agency and in the amount and currency specified in the **BDS** or Bid Securing Declaration as specified in the **BDS** in the format provided in **Section VI (Standard Forms)**.
- 17.2 The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **ITB 17.9**.
- 17.3 The Bid Security shall be denominated in Pakistani Rupees (PKR), and it shall be in the form specified in the **BDS** which shall be in any of the following and valid for sixty (60) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder:
- a) a bank guarantee issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency
  - b) Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque or
  - c) another security if indicated in the **BDS**.
- 17.4 The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VI (Standard Forms) or another form approved by the Procuring Agency prior to the Bid submission
- 17.5 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 17.9** are invoked.
- 17.6 Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with **ITB 17.1 or 17.3** shall be rejected by the Procuring Agency as non-

responsive, pursuant to **ITB 27**

- 17.7 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to **ITB 16**. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:
- a) the expiry of the Bid Security.
  - b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents;
  - c) the rejection by the Procuring Agency of all Bids.
  - d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.
- 17.8 The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to **ITB 39**, or furnishing the performance security (or guarantee), pursuant to **ITB 40**.
- 17.9 The Bid Security may be forfeited, or the Bid Securing Declaration executed:
- a) if a Bidder:
    - i. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in **ITB 17.2**; or
    - ii. does not accept the correction of errors pursuant to **ITB 29.2** or
  - b) in the case of a successful Bidder, if the Bidder

- i. to sign the contract in accordance with **ITB 39**; or
- ii. to furnish performance security (or guarantee) in accordance with **ITB 40**

**18. Withdrawal, Substitution, and Modification of Bids**

- 18.1 Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
- 18.2 Bids requested to be withdrawn in accordance with ITB shall be returned unopened to the Bidders.

**19. Format and Signing of Bid**

- 19.1 The Bidder shall prepare the Bid as indicated on E-Tender Portal.
- 19.2 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract

**20. Minimum Wage rates/all applicable taxes**

- 20.1 The Bidders must adhere to the minimum wage rate (notified by Labour & Human Resource Department) and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid.

## **D. SUBMISSION OF BIDS**

**21. Sealing and Marking of Bids**

- 21.1 In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be submitted together through E-Tender portal of procuring agency and this submission shall be called the Bid. Each Bidder shall submit his bid as under:
  - a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL through separate e-envelopes through e-tender portal on web address specified in BDS.

**22. Deadline for**

- 22.1 Bids shall be received by the Procuring Agency no later than

## **Submission of Bids**

the date and time specified in the **BDS**.

- 22.2 The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with **ITB 8**, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline

## **23. Withdrawal of Bids**

- 23.1 A Bidder may withdraw its Bid after it has been submitted, provided that the withdrawal of the Bid, is made by the bidder prior to the deadline for submission of Bids.
- 23.2 Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 21 and according to the procedure of E-Tender.

## **E. OPENING AND EVALUATION OF BIDS**

## **24. Opening of Bids**

- 24.1 The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.
- 24.2 Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
- 24.3 In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Bid (Technical e-envelope) in public at the address, date and time specified



in the **BDS on E-Tender**. The Financial Proposals (Financial e-envelope) will remain unopened on E-Tender portal until the specified time of their opening.

- 24.4 The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:
- (a) the name of the Bidder.
  - (c) the presence of a Bid Security, if required; and
  - (d) Any other details as the Procuring Agency may consider appropriate.
- 24.5 Bids not opened and not read out or accessible at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
- 24.6 Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any unread information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
- 24.7 The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
- 24.8 The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
- 24.9 A copy of the minutes of the Bid opening shall be furnished

to individual Bidders upon request.

24.10 In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall not be opened on E-Tender subject to redress of the grievances from all tiers of grievances.

**25. Confidentiality** 25.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

25.2 Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.

25.3 Notwithstanding ITB 26.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

**26. Clarification of Bids** 26.1 To assist in the examination, evaluation, and comparison of Bids (and post-qualification if applicable) of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.

26.2 The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage One Envelope Procedure, only the

correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with **ITB 29**.

26.3 The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid:

- a) evaluation & qualification criteria;
- b) required scope of work or specifications;
- c) all securities requirements;
- d) tax requirements;
- e) terms and conditions of bidding documents.
- f) change in the ranking of the bidder

26.4 From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

## 27. Preliminary Examination of Bids

27.1 Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

- a) meets the eligibility criteria defined in **ITB 3** and **ITB 4**.
- b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents.
- c) has been properly signed (if required).
- d) is accompanied by the required securities; and
- e) is substantially responsive to the requirements of the Bidding Documents.

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding

Documents, without material deviation or reservation. A material deviation or reservation is one that: -

- a) affects in any substantial way the scope, quality, or performance of the Services.
- b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or
- c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

27.3 The Procuring Agency will confirm that the documents and information specified under **ITB 11, 12 and 13** have been provided in the Bid. If any of these document's information is missing or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.

27.4 The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

**Explanation:** *A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to-*

- a) *Submit the number of copies of signed bids required by the invitation.*
- b) *Furnish required information concerning the number of its*

employees.

- c) *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

27.5 Provided that a Technical Bid is substantially responsive, the Procuring Agency may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

27.6 Provided that a Technical Bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

27.7 If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.

**28. Examination of Terms and Conditions; Technical Evaluation**

28.1 The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation

28.2 The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with ITB 21, to confirm that all requirements specified in **Section IV – Schedule of Requirements, Technical Specifications** of the Bidding Documents have been met without material deviation or reservation.

28.3 If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with **ITB 27** it shall reject the Bid

## 29. Correction of Errors

29.1 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

- a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected.
- b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub- totals shall prevail and the total shall be corrected; and
- c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

29.2 The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 17.9**.

## 30. Conversion to Single

30.1 To facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the

## Currency

amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day

30.2 The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **BDS**.

## 31. Evaluations of Bids

31.1 The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 27. The Procuring Agency shall also determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria.

31.2 In evaluating the Technical Proposal of each Bid, the Procuring Agency shall use the criteria in the **BDS** and in terms of Statement of Requirements and Technical Specifications. The determination shall take into account the Bidder's financial, technical, and training services capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.

31.3 The financial evaluation of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form to be decided by the Procuring Agency which must include clear cut instruction regarding evaluation inclusive of all prevailing taxes, duties, fees along with observance of minimum wages etc.

## 32. Determination of Most Advantageous Bid

32.1 In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible,

compliant and substantially responsive shall be the Most Advantageous Bid.

**33. Post-qualification of Bidder and/or Abnormally Low Financial Proposal**

33.1 After determining the Most Advantageous Bid, if neither the pre-qualification was undertaken separately nor any qualification parameters were undertaken as part of determining the Most Advantageous Bid, the Procuring Agency shall carry out the post-qualification of the Bidder using only the requirements specified in the **BDS**.

33.2 Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:

- (a) The Procuring Agency may reject a Bid if the Procuring Agency has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract;
- (b) Before rejecting an abnormally low Bid the Procuring Agency shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low.
- (c) The decision of the Procuring Agency to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned.
- (d) The Procuring Agency shall not incur any liability solely by rejecting abnormally Bid; and



- (e) An abnormally low Bid means, in the light of the Procuring Agency's estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.

Guidance for Procuring Agency:

In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:

- (i) Comparing the bid price with the cost estimate;
- (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and

Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.

## F. AWARD OF CONTRACT

### 34. Criteria of Award

34.1 Subject to ITB 33 and 35, the Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be:

- (a) eligible in accordance with the provisions of ITB 3.
- (b) is determined to be qualified to perform the Contract satisfactorily; and
- (c) Successful negotiations have been concluded, if any

### 35. Negotiations

35.1 Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas:

- (a) a minor alteration to the technical details of the statement of requirements.
- (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided

for in the Bidding documents.

- (c) a minor amendment to the special conditions of Contract.
- (d) finalizing payment arrangements.
- (e) delivery arrangements.
- (f) the methodology for provision of services; or
- (g) clarifying details that were not apparent or could not be finalized at the time of Bidding

35.2 Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.

**36. Procuring Agency's Right to reject All Bids**

36.1 Notwithstanding ITB 35, the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.

36.2 Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.

36.3 The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids but is not required to justify those grounds.

**37. Procuring Agency's Right to Vary Quantities at the Time of Award**

37.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity/batches of training services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS and not exceeding the capacity of the Service Provider, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.

**38. Notification of Award**

38.1 Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for

acceptance or rejection of the bids.

- 38.2 Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
- 38.3 The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 40** and signing of the contract in accordance with **ITB 39.2**.
- 38.4 Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to **ITB 40**, the Procuring Agency will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to **ITB 17.7**.

### 39. Signing of Contract

- 39.1 Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
- 39.2 Immediately after the Redressal of grievance by the GRC, and **after fulfillment of all conditions precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract.
- 39.3 Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.

### 40. Performance Security (or Guarantee)

- 40.1 After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the **BDS and**

SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

40.2 If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the **BDS** which shall be in any of the following:

- a) certified cheque, cashier's or manager's cheque, or bank draft;
- b) bank guarantee confirmed by a reputable local bank.

Performance Security (or guarantee) submitted shall be enforceable in Pakistan.

40.3 Failure of the successful Bidder to comply with the requirement of **ITB 40.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.

#### 41. Advance Payment

41.1 The advance payment will not be provided in normal circumstances. However, in case where allowed, the same will be dealt with standard practices and in the manner.

#### 42. Arbitrator

42.1 The Arbitrator shall be appointed by mutual consent of both parties as per the provisions specified in the SCC.

#### 43. Corrupt & Fraudulent Practices

43.1 Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Service Provides/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

### G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

#### 44. Constitution of Grievance Redressal

44.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must

have one subject specialist depending on the nature of the procurement.

#### **45. GRC Procedure**

- 45.1 Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
- 45.2 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report
- 45.3 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings
- 45.4 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:  
  
Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- 45.5 The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt
- 45.6 Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee
- 45.7 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
- 45.8 The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.

45.9 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.

45.10 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

## **H. MECHANISM OF BLACKLISTING**

### **46. Mechanism of Blacklisting**

46.1 The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:

- a) Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;
- b) Fails to perform his contractual obligations; and
- c) Fails to abide by the id securing declaration;

46.2 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.

46.3 The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.

46.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if

availed.

- 46.5 In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
- 46.6 The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
- 46.7 The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
- 46.8 The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
- 46.9 Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
- 46.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall

evaluate the case and decide within ninety days of filing of review petition.

- 46.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
- 46.12 The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.



## **SECTION III: BID DATA SHEET**

## **Bid Data Sheet (BDS)**

The following specific data for the services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein shall prevail over those in ITBs.

### **A. Introduction**

<b>BDS Clause Number</b>	<b>ITB Number</b>	<b>Amendments of, and Supplements to, Clauses in the Instruction to Bidders</b>
1.	1.1	<p>Name of Procuring Agency: <b>Punjab Skills Development Fund.</b></p> <p>The subject of procurement is “<b>Hiring of Training Service Providers for Export Growth Program in the Readymade Garments and Knitwear Industries for Industry (Round II).</b>”</p> <p>Period for delivery of Services: <b>01 (one) year</b> extendable for further term.</p> <p>Commencement date for Services: <b>October 01, 2023</b></p>
2.	2.1	<p>Financial year for the operations of the Procuring Agency: 2022-23</p> <p>Name of financing institution: Export Development Fund (EDF), Ministry of Commerce, Govt of Pakistan</p>
3.	3.5	Maximum number of members in the joint venture, consortium or association shall be: 01 (One)

### **B. Bidding Documents**

4.	6.2	Bid to be completed on E-Tender portal and submission through other means shall be rejected, no hard copy is required.
5.	7.1	Clarification of Bidding Documents to be communicated through E-Tender portal only, any other form will not be entertained.
6.	7.2	All clarification requests must be submitted through E-Tender and not later than August 07, 2023.

7.	7.5	Pre-bid meeting will be held on July 25, 2023 at 3:30 PM at PSDF office located at 21-A, H Block, Dr. Mateen Fatima Road, Gulberg II, Lahore, Pakistan. Link for pre-bid meeting in given below for online registration.  <a href="https://forms.office.com/r/S6zLqShwp2">https://forms.office.com/r/S6zLqShwp2</a>
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### C. Preparation of Bids

8.	9.1	The Language of all correspondences and documents related to the Bid is:
9.	10.1	Bidder shall provide all forms mentioned in the bidding documents.
10.	12.3	Separate bid for each LOT is acceptable, however, partial bid in any lot is not allowed. Bidders may submit bid in one or more lots. Qualification criteria is defined in Section V- Technical Evaluation Criteria.
11.	14.4	The <b>price shall be fixed</b> during the contract period.
12.	15.1	The currency of the Bid shall be <i>Pakistani Rupees</i> ;
13.	16.1	The Bid Validity period shall be <b>180 days</b> .
14.	17.1	The Bid Security is <b>not applicable</b> . Bid Securing Declaration is applicable: <b>Yes</b>
15.	17.3	<b>Bid Securing Declaration must be submitted as per format provided in Section VI (Standard Forms)</b>
16.	17.3 (c)	Other forms of security are not required.
17.	21.1	<b>Bid must be completed and shall be submitted through E-Tender portal of the PSDF.</b>

### D. Submission of Bids

18.	21.2 (a)	Bid shall be submitted on E-Tender on <a href="https://etender.psdf.org.pk/esop/guest/go/public/opportunity/current">https://etender.psdf.org.pk/esop/guest/go/public/opportunity/current</a>
19.	22.1	The deadline for Bid submission is , Wednesday August 09, 2023 on or before 03:00 PM

## E. Opening and Evaluation of Bids

20.	24.1	The Bid opening shall take place at: Punjab Skills Development Fund 21-A, H Block, Dr. Mateen Fatima Road, Gulberg II, Lahore, Pakistan on August 09, 2023 at 3:30 PM.
21.	30.2	The currency that shall be used for Bid evaluation and comparison purposes is: <i>Pakistani Rupee</i>
22.	32.1	<b>Evaluation Techniques Least Cost Based Selection (LCBS)</b> After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any) and having lowest evaluated cost (or financial bid) shall be considered highest ranked bid.
23.	31.2	Detail eligibility (Qualification /Knock down criteria and technical evaluation criteria is defined in <b>Section V (Technical Evaluation Criteria)</b>

## F. Award of Contract

24.	37.1	Percentage for quantity increase or decrease is 15%.
25.	40.1	The Performance Security (or guarantee) shall be <b>one percent</b> (01%) of the Contract Price.
26.	40.2	The Performance Security (or guarantee) shall be in the form. a) Pay Order or bank draft. b) bank guarantee confirmed by a reputable local bank.
27.	42.1	Arbitrator shall be appointed by mutual consent of both parties.

## G. Review of Procurement Decisions

28.	44.1	The address of the Procuring Agency Punjab Skills Development Fund 21-A, H Block, Dr. Mateen Fatima Road, Gulberg II, Lahore  The Address of PPRA to submit a <b>copy</b> of grievance:  Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1 <sup>st</sup> Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254
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## **SECTION IV: SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS**

## Schedule of Requirements / Work Plan/ Deputation Plan

Provide scheduling of training as per capacity of your organization against the announced training target on the below format for each of the applied Lot:

Sr. No	Name of Lot	Duration	Available Capacity of Trainees per Class as per Certificate		Applied for Trainees in the Class (A)	No of Classes (B)	No of Batches (C)	Total Applied for Trainees (A*B*C)
			Morning or Evening	Capacity				
E.g.:	Apparel Supervisor (Hosiery) (Sialkot)	3	Morning	25	25	1	2	50
E.g.:	Apparel Supervisor (Hosiery) (Sialkot)	3	Evening	25	25	1	2	50
* Add rows based on each applied lot								
Total Trainee QTY								100

Stamp & Signature of Bidder \_\_\_\_\_

## Technical Specifications / Scope of Work

Aligned with the Pakistan Vision 2025, with the focus on promoting exports of Pakistan, PSDF has designed a skills training program in the Textile sector (Readymade Garments & Knitwear) with the aim to increase the supply of skilled workforce in the textile sector, narrowing the wide gap in production requirement and availability of skilled labor. This skills training program is funded by the Export Development Fund (EDF).

PSDF is launching a second round to procure the services of Training Providers / Industries for the delivery of the trainings and will ensure trainings in the market-relevant trades. Trainees will receive hands-on experience and employment opportunities in different export related companies in the Textile sector.

### a) Detail of Technical Specifications

Lot. #	Description	Duration	Source of Curriculum	Certification Authority	Quantity
1	Apparel Supervisor (Hosiery) (Lahore)	3 Months	PHMA	PBTE	50
2	Apparel Supervisor (Hosiery) (Sialkot)	3 Months	PHMA	PBTE	50
3	Apparel Supervisor (Hosiery) (Faisalabad)	3 Months	PHMA	PBTE	50
4	Apparel Supervisor (Hosiery) (Multan)	3 Months	PHMA	PBTE	25
5	Apparel Supervisor (Hosiery) (Karachi/ Hyderabad)	3 Months	PHMA	PBTE/SBTE/TTB	150
6	Knitting machine operators (Hosiery) (Lahore)	3 Months	PHMA	PBTE	100
7	Knitting machine operators (Hosiery) (Sialkot)	3 Months	PHMA	PBTE	50
8	Knitting machine operators (Hosiery) (Faisalabad)	3 Months	PHMA	PBTE	50
9	Knitting machine operators (Hosiery) (Multan)	3 Months	PHMA	PBTE	25
10	Knitting machine operators (Hosiery) (Karachi/ Hyderabad)	3 Months	PHMA	PBTE/SBTE/TTB	300
11	Industrial Stitching Machine Operator (Hosiery) (Lahore)	3 Months	PHMA	PBTE	100
12	Industrial Stitching Machine Operator (Hosiery) (Sialkot)	3 Months	PHMA	PBTE	50

13	Industrial Stitching Machine Operator (Hosiery) (Faisalabad)	3 Months	PHMA	PBTE	50
14	Industrial Stitching Machine Operator (Hosiery) (Multan)	3 Months	PHMA	PBTE	100
15	Industrial Stitching Machine Operator (Hosiery) (Karachi/ Hyderabad)	3 Months	PHMA	PBTE/SBTE/TTB	350
16	Apparel Planning & Merchandising (Readymade Garments) (Lahore)	3 Months	PRGMEA	PBTE	75
17	Apparel Planning & Merchandising (Readymade Garments) (Sialkot)	3 Months	PRGMEA	PBTE	50
18	Apparel Planning & Merchandising (Readymade Garments) (Faisalabad)	3 Months	PRGMEA	PBTE	25
19	Apparel Planning & Merchandising (Readymade Garments) (Multan)	3 Months	PRGMEA	PBTE	25
20	Apparel Planning & Merchandising (Readymade Garments) (Karachi/ Hyderabad)	3 Months	PRGMEA	PBTE/SBTE/TTB	25
21	Apparel Supervisor (Readymade Garments) (Lahore)	3 Months	PRGMEA	PBTE	75
22	Apparel Supervisor (Readymade Garments) (Sialkot)	3 Months	PRGMEA	PBTE	25
23	Apparel Supervisor (Readymade Garments) (Faisalabad)	3 Months	PRGMEA	PBTE	25
24	Apparel Supervisor (Readymade Garments) (Multan)	3 Months	PRGMEA	PBTE	25
25	Apparel Supervisor (Readymade Garments) (Karachi/ Hyderabad)	3 Months	PRGMEA	PBTE/SBTE/TTB	25
26	Industrial Stitching Machine Operator (Readymade Garments) (Lahore)	3 Months	PRGMEA	PBTE	250
27	Industrial Stitching Machine Operator (Readymade Garments) (Sialkot)	3 Months	PRGMEA	PBTE	100
28	Industrial Stitching Machine Operator (Readymade Garments) (Faisalabad)	3 Months	PRGMEA	PBTE	100
29	Industrial Stitching Machine Operator (Readymade Garments) (Multan)	3 Months	PRGMEA	PBTE	100
30	Industrial Stitching Machine Operator (Readymade Garments) (Karachi/ Hyderabad)	3 Months	PRGMEA	PBTE/SBTE/TTB	50
<b>Grand Total</b>					<b>2475</b>



## **b) Detailed Description of Services – Terms of Reference (TORs)**

1. Mobilize the trainees, conduct marketing campaigns, build interest in skills training, and invite applicants for the skills training according to the eligibility criteria defined below:
  - a) Service Provider will be responsible for the selection of trainees from the target group / eligible trainees. Service Provider shall ensure that in case of excess demand, preference will be given to fresh graduates having the required minimum educational level as defined in the relevant curriculum, those with aptitude for the trade on a professional basis (to exclude hobby-oriented applicants) and have the passion of the skills training.
  - b) While selecting trainees, the Service Provider must ensure that trainees that are enrolled in DAE program should not be considered. In case of any violation of this clause, such trainee shall be expelled, and full fee will be recovered from the Service Provider for the training. DAE verification is done during training and trainee will be expelled out after DAE verification during training period.
  - c) Service Provider shall select the trainees in accordance with the entry level qualification requirements for the program provided in trainees eligibility and as specified in Monitoring Business Rules.
  - d) Service Provider shall enroll only those trainees who are of between the age of 18 to 40 years and have a valid CNIC issued by National Database and Registration Authority (“NADRA”)
  - e) The residence of the trainees can be determined from the temporary or permanent address on the trainee’s Computerized National Identity Card. PSDF shall revalidate the age and residence status of enrolled trainees.
  - f) Service Provider shall not enroll the trainees in any additional courses or trades etc. other than those allocated by PSDF unless otherwise agreed by PSDF in writing.
  - g) Service Provider shall not enroll trainees already enrolled in same / similar courses at the same/ any other institute.
2. Arrange properly equipped training facilities as per curriculum requirements and/or equipment list mentioned in the curriculum. It includes

machinery, equipment, tools, classroom & lab / workshop furniture and other basic facilities (e.g., washrooms, backup power, drinking water etc.). In case of deficiency, arrange additional training facilities as per requirement.

3. Engage competent and qualified instructors, principal, and support staff as per provided CVs (qualification and experience) mentioned in the curriculum.
4. Ensure provision of vocational skills training in approved skills /trades using the curriculum approved by relevant certification authority and following the agreed parameters.
5. Provide all learning aids, teaching materials, consumables, and additional facilities, as per demand of curricula, free of cost to the trainees (all costs on account of these items will be included in training fee which will be paid by PSDF).
6. Development/printing of training manual(s), if already not available.
7. Establish a system for providing reports to PSDF within stipulated time through email or on a Business Support System.
8. Establish and maintain a proper Placement / Facilitation Cell at the institute. The Placement/ Facilitation Cell will be required to establish linkages of trained persons with the financial institutions and make necessary arrangements to ensure employment of the trainees upon completion of training in exporting textile industries.
9. Maintain separate bank account and financial records relating to the PSDF's assignment(s).
10. Facilitate PSDF for testing and certification from the relevant accredited certification body.
11. Arrange printing of provisional certificates as per the format approved by PSDF.
12. Arrange a simple graduation ceremony and distribute certificates to successful graduates on course completion and inform PSDF at least one week before the event.
13. Display prominently banners / sign boards relating to the training, after approval by PSDF.
14. Any other obligation agreed in the Contract.

15. The Service Provider will be responsible for certain deliverables, including progress reporting, as per the requirement of the project.
16. The Service Provider will be responsible for following the SOPs implemented by the Government and PSDF to ensure the safety and well-being trainees.
17. Service Provider shall be responsible to facilitate and providing access to PSDF's Monitoring Team and/or assigned person.
18. Service Provider shall retain and maintain all records related to the contract during the life of the contract and five (5) years after the expiry of this Contract.
19. The total training duration and curriculum to be adopted as specified by PSDF. Service Provider shall use all reasonable endeavors to ensure that the training is provided within such timelines as may be specified in the Contract.
20. Service Provider shall present all its trainees (excluding ineligible, double or dropped out enrollees) to Punjab Board of Technical Education (PBTE)/ Sindh Board of Technical Education (SBTE) or any other Board of Technical Education for trade testing as provided.
21. Service Provider will facilitate the Board in conducting the trade test. Service Provider's responsibilities include provision of machinery, equipment, tools, furniture and consumables required for conduct of the trade test.
22. Service Provider shall ensure employment commitment of the trained persons under this contract as mentioned in data sheet. Service Provider shall upload data on PSDF's specified portal or any other mechanism as specified by PSDF.
23. Duration of the assignment is 1 year, and it will be executed in different batches however, duration of the project may be extendable for another term on the same terms & conditions with mutual consent of both the parties. PSDF reserves the right to increase / decrease the trainee number to be trained.

**Note:**

In case of non-compliance of the above-mentioned responsibilities, financial penalties will be applicable as per the Monitoring business rules. Vocational Training Service Providers will not charge anything to the trainees at any stage of the training process, in the form of admission forms, enrolment, training delivery or certification.

### **c) Eligibility Criteria of Trainees**

Service providers will be responsible for the mobilization of trainees and the selected trainees under this project must fulfil the following criteria.

- i. Trainees must be of age 18-40 years.
- ii. Must holding valid CNIC. Can be from anywhere in Pakistan.
- iii. Must meet the minimum entry requirements as specified in respective training curriculum.
- iv. Must not be a Diploma of Associate Engineering (DAE) graduate.
- v. Must not be enrolled in DAE course or else will be considered as expelled.
- vi. Dual trainees are not allowed.
- vii. Must not have previously attended/ enrolled in any same/ similar course at same institute/ industry.

### **d) Who Can Apply**

- i. Industries associated/ member of PHMA or PRGMEA  
or
- ii. Industries member of any other registered Associations representing exporters of Chapter 61 & 62 of Pakistan Custom Tariff. Industries can form consortium in this case with any Formal Training Institute. Industries will take the lead in this case.

### **e) Support to Trainees**

Stipend of Rs. 1,500 per trainee per month will be paid digitally by Procuring Agency through a third party directly to trainees as per the Procurement Agency Monitoring Business Rules. Bags and Badges are also provided by the Procuring Agency as per the requirements.

### **f) Employment Criteria**

Service Provider must ensure minimum 50% employment of the trained individuals. Service Providers would be required to establish and maintain a proper Placement Cell at the institute/ industry. The Placement Cell will be required to establish linkages of trained persons with the Employer / recruitment agencies and place the trained personnel only at Textile export related industries. Placement will be verified as per PSDF business rules.

## **g) Implementation of Training**

Implementation of Training - Training would be delivered in Service Providers premises either industry premises or in consortium institute as per the location address with dedicated labs/ equipment / workstations. This project is for implementation of training in a formal manner with course components to be delivered in dedicated classrooms area/labs/workshops. Minimum conduct hours per week are 30 (6 days x 5 hours daily or 5 days x 6 hours daily).

### **a. Reporting Requirements**

- I. Service Provider will submit inception report for each training batch before the start of classes.
- II. Service Provider undertakes to produce reports as per the Monitoring Business Rules annexed with the contract for service providers, or any subsequent amendment thereof or as and when required by Procuring Agency. These reports shall be shared with Procuring Agency in electronic and/or hard copies as required by Procuring Agency. Any advice of Procuring Agency thereon shall be binding upon Service Provider.
- III. Service Provider agrees to give access to the staff of Procuring Agency or any other person / organization, authorized by Procuring Agency, to the training facility, and provide documentary as well as other information during and after the training required by Procuring Agency or any other authorized person.
- IV. Service Provider must provide complete and accurate reports as per the schedule set out by Procuring Agency.

## **SECTION V: TECHNICAL EVALUATION**

## **A.Detail of Qualification Criteria/Knock down criteria for Industries.**

- I. Must be member of PHMA/ PRGMEA or member of any other registered Associations representing exporters of Chapter 61 & 62 of Pakistan Custom Tariff.
- II. Must have valid National Tax Number (NTN) / Free Tax Number (FTN) in the name of the Industry/ Establishment / Entity
- III. Have a legal status and must provide a copy of registration or incorporation certificate. In the case of partnership firm, Form C and/or partnership deed is required as per the applicability. In the case of sole proprietor, firm must provide external evidence of minimum PKR 5 million export activities. One of the evidences must be provided by the sole proprietor: Export Proceed Realization (PRC) or Goods Declaration or Export Performance Certificate issued by bank or Export order verification (to be verified through TDAP).
- IV. Organization must be registered for 2 years at least. This information will be verifiable from NTN certificate. In the case of sole proprietor evidence from respective Association with date of registration/ operation is required.
- V. Must have minimum of 50 Permanent or Contractual Employees. To be verified through EOBI/Salary slips/payrolls/Last year Audited financial statements.
- VI. Firm must agree to allow PSDF assigned auditors to check the PSDF accounts for receiving the funds if need arises.
- VII. Must submit NOC from PRGMEA/PHMA or any other registered Associations representing exporters of Chapter 61 & 62 of Pakistan Custom Tariff along with training capacity (training equipment, labs, classroom, machinery etc). PSDF may verify the training facility by the third-party firm.
- VIII. Must provide an affidavit on 100 rupees stamp paper that:
  - a) Bidder is neither blacklisted from any government, private, local, international, TVET body or any other organization nor is any litigation pending in this regard.
  - b) The documents/photocopies provided with Bid are authentic. In

case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per Law/ Rules.

- c) The provided information is correct.
  - d) Industry must be willing to conduct examination from PBTE in case of Punjab and from SBTE/ TTB in Karachi.
- IX. In case of consortium, must share consortium agreement duly signed and filled by institute and industry.

## **B. Consortium Details**

- I. Lead applicant location (having manufacturing / commercial / business activity) and consortium location must be in the same district. Commercial activity will be verified from NTN / Financial statement, or any other valid data provided by lead.
- II. Theoretical / Practical Training may be conducted in Lead Applicant or Consortium Partner Location.
- III. Consortium Agreement must indicate the trade and no. of trainees to be trained.
- IV. In the case of having consortium with formal training institute, the institute must be accredited / registered / affiliated with PSDA / TEVTA lifetime / NAVTTC/ STEVTA for each proposed trade at location.

**Or**

Institute set up by the members of PRGMEA/ PHMA (proof of relevant linkage).

**Or**

- V. Institute must be affiliated/ member of Garment Associations representing exporters of chapter 61 and 62 of Pakistan Custom Tariff
- VI. Consortium with only one training institute is allowed.



## C. Detail of Technical Evaluation Criteria

Sr. #	Description	Allocated Marks	Total Marks
1	<b>Financial Position (Tax Return/ Audited Financial Statements)</b>		
	<p><b>Sum of Total Revenue (Audited Financial Statement / Tax Returns from 1<sup>st</sup> July 2021 to 30<sup>th</sup> June 2022)</b></p> <p><b>If total revenue is equal or above PKR: 30 million, then maximum allocated marks may be awarded.</b></p> <p>If sum of any total revenue is more than or equal to Rs. 30 million = <b>30 marks.</b></p> <p>If sum of any total revenue is more than or equal to Rs. 20 million but less than Rs 30 million = <b>20 marks</b></p> <p>If sum of any total revenue is equal to or more than Rs. 15 million but less than Rs. 20 million = <b>15 marks</b></p> <p>If sum of any total revenue is equal to or more than Rs. 10 million but less than Rs. 15 million = <b>10 marks</b></p> <p>If sum of any total revenue is less than Rs.10 million = <b>0 marks</b></p> <p><b>Audited Financial Statement / Tax Returns from 1<sup>st</sup> July 2021 to 30<sup>th</sup> June 2022 , otherwise, no marks shall be awarded.</b></p>	30	30
2.	<b>PAST EXPERIENCE</b>		
	<p><b>Maximum Marks for 50 or more number of individuals trained in the same / similar trades</b></p> <p>For more than or equal to 50 individuals trained in the same / similar trade of = <b>25 Marks</b></p> <p>For less than 50 individuals trained but more than or equal to 40 in the same / similar trade = <b>22 Marks</b></p> <p>For less than 40 individuals trained but more than or equal to 20 in the same / similar trade = <b>15 Marks</b></p> <p>For less than 20 individuals trained in the same / similar trade = <b>0 Marks</b></p> <p><b>Note:</b></p>	25	25

	<p>i. In case of non-provision of documentary Evidence of Claimed Experience, zero marks will be awarded in the Past Experience Section.</p> <p>ii. Documentary evidence must be attached for Training of Individuals. It may include hiring note / pay slip / offer letter/ training conducted for another agency or any other relevant Document etc..</p>		
<b>3</b>	<b>Human Resource (Trainer &amp; Project Manager)</b>		
	<p><b>Trainer</b></p> <p>If trainer has a relevant / similar degree in BA / BSc (16 Years of Education) or above = <b>10 Marks</b></p> <p>If trainer has a relevant / similar diploma / certificate / bachelors (14 years of Education) = <b>7 Marks</b></p> <p>If trainer has relevant / similar working experience of 4 years or above= <b>10 Marks</b></p> <p>If relevant / similar working experience of less than 4 years and more than or equal to 2 years = <b>7 Marks</b></p> <p>If relevant / similar working experience of less than 2 years and more than or equal to 1 year= <b>2 Marks</b></p> <p>Zero marks for less than 1 year of experience</p> <p><b>Please attach the Trainer CV, CNIC Copy and academic certificate and professional experience letters as evidence, in case of experience with same organization trainer can sign resume instead of providing experience letter.</b></p>	20	30
	<p><b>Project Manager</b></p> <p>If project manager has a bachelor's or above= <b>5 Marks</b></p> <p>If project manager has intermediate education = <b>3 marks</b></p> <p>Relevant / similar working experience of 3 years and above = <b>5 marks</b></p> <p>Relevant / similar working experience of less than 3 years and more than 2 years = <b>3 Marks</b></p> <p><b>Zero Marks</b> for less than 2 years of experience and less than intermediate education</p> <p><b>Please attach the Project Manager CV, CNIC Copy and academic certificate and professional experience letters as evidence. in case of experience with same organization project manager can sign resume instead of providing experience letter.</b></p>	10	
<b>4.</b>	<b>Dedicated Area for Theoretical &amp; Practical Area</b>		

	If dedicated theoretical area within the same training premises = <b>7.5 Marks</b> If dedicated theoretical area outside the training premises = <b>2 Marks</b> If dedicated Area for Practical Training = <b>7.5 Marks</b> If only Earmarked practical area = <b>3 Marks</b>	15	<b>15</b>
		<b>Total</b>	<b>100</b>
<b>Note:</b> <ul style="list-style-type: none"> <li>Only the Bids securing minimum 65% marks in each of the Lots would be declared technically qualified and their financial bids will be opened accordingly. Award of contract will be done on <b>Least Cost-Based Method</b>.</li> <li>Separate scores for each lot will be awarded and independent competition of each lot will be carried out.</li> <li>Separate forms will be filled in by the firms who intend to submit bids in multiple Lots on E-Tender.</li> <li>Training capacity will be verified from the NOC/ Affiliation letter from relevant associations. However, PSDF holds the right to physically verify training facility.</li> <li>Trainers and project managers' degree and experience letter is required. In case of experience with same organization, trainer can sign resume instead of providing experience letter.</li> </ul>			

# SECTION VI: STANDARD FORMS

## **Table of Forms**

**Letter of Bid – Technical Proposal**

**Letter of Bid - Financial Proposal**

**Bidder Information (Profile) Form**

**Bidder's JV/CONSORTIUM Members Information Form**  
**General Information Form**

**Financial Bid Form/ Price Schedule**

**Form of Consortium Agreement**

**Form of Bid-Securing Declaration**

**Affidavit**

## Letter of Bid – Technical Proposal

*INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*

*Attach this letter in TECHNICAL ENVELOPE of E-Tender Portal.*

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.*

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*

**Tender No.:** *[insert number of Bidding process]*

**To:** *[insert complete name of Procuring Agency]*

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Proposal, and
- (b) the Financial Proposal.

In submitting our Bid we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3 and specified in Section-V;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Agency based on execution of a Bid Securing Declaration;
- (d) **Conformity:** We offer to render the services in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements for services: *[insert name of Lot]*;
- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 16.1 (as amended, if applicable) from the date fixed for the Bid submission deadline

specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;

- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) for this lot as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements.
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, Service Providers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Agency. Further, we are not ineligible under Pakistan laws;
- (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ];*
- (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the the Most Advantageous Bid or any other Bid that you may receive; and
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

**Name of the Bidder:** *\*[insert complete name of Bidder]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *\*\* [insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month], [insert year]*

## Letter of Bid - Financial Proposal

*INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*

*Attach this letter in FINANCIAL ENVELOPE of E-Tender Portal.*

*The Bidder must prepare the Letter of Bid - Financial Proposal on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form.*

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*

**Tender No.:** *[insert number of bidding process]*

**To:** *[insert complete name of Procuring Agency]*

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal

In submitting our Financial Bid, we make the following additional declarations:

- (a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 16.1 (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Total Price:** The total price of our Bid for the Lot *[insert lot name & #]* is *[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies]*;
- (c) **Commissions, gratuities, and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

**(If none has been paid or is to be paid, indicate "none.")**

- (d) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance/Award/offer, shall



constitute a binding contract between us, until a formal contract is prepared and executed.

**Name of the Bidder:** *\*[insert complete name of the Bidder]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** **\*\***  
*[insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

\*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

## Bidder Information (Profile) Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below and to be signed & stamped by the Bidder and reproduced on the letter head.  
To be attached with Technical Bid Firm is required to submit separate lot wise information]

Date: *[insert date (as day, month and year) of Bid submission]*

No.: *[insert number of Bidding process]*

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV/CONSORTIUM, legal name of each member: <i>[insert legal name of each member]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name:  <i>[insert Authorized Representative's name]</i>  Address: <i>[insert Authorized Representative's Address]</i>  Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i>  Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV/CONSORTIUM, letter of intent to form JV/CONSORTIUM or JV/CONSORTIUM agreement, in accordance with ITB 3.8. <input type="checkbox"/> Establishing that the Bidder is not under the supervision of the Procuring Agency

a) Audited Financial Statement / Tax Returns Attachment (Starting from 1<sup>st</sup> July 2021 and ending on 30<sup>th</sup> June 2022)

Yes ☐ No ☐

b) Past Experience

Same / Similar Past Work Experience		
a	Mention Trade Name which is same / similar to the	

	proposed Lot	
b	Total number of trainees trained in trade / course mentioned	
c	Attach Evidence of trainees trained	<input type="checkbox"/>

**Insert more rows/ table, if required**

**c) Human Resources**

a	Trainer	<input type="checkbox"/> Attach CV in prescribed Format
		<input type="checkbox"/> Attach Copy of CNIC
		<input type="checkbox"/> Attach Passport Size Photograph
		<input type="checkbox"/> Attach Degree / Certificate / Diploma
		<input type="checkbox"/> Attach Experience Certificates/ in case of experience with same organization trainer can sign resume instead of providing experience letter.
b	Project Manager	<input type="checkbox"/> Attach CV in prescribed Format
		<input type="checkbox"/> Attach Copy of CNIC
		<input type="checkbox"/> Attach Passport Size Photograph
		<input type="checkbox"/> Attach Degree / Certificate / Diploma
		<input type="checkbox"/> Attach Experience Certificates/ in case of experience with same organization project manager can sign resume instead of providing experience letter.

Trainer / Project Manager CV Format														
Name														
Designation in the Organization														
Contact Number														
CNIC Number							-							
Degree Qualification (Name of qualification must match with the degree attached)														
Relevant Work Experience														
Name of Organization	Designation	Responsibilities Assigned	Duration (in Years)											
			From	To										

**d) Company Clientage**

Sr. No	Name of Public Sector Organization	Attach copy of service order / contracts / engagement letter / performance satisfactory letter from client

## General Information Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

	Particulars			
Company Name				
Abbreviated Name				
National Tax No.			Sales Tax Registration No (Where applicable)	
PRA Tax No. (Where applicable)				
No. of Employees			Company's Date of Formation	

\*Please attach copies of NTN, GST Registration & Professional Tax Certificate

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List Services specified by the Purchaser in the Schedule of Requirements.]*

## Financial Bid Form/Price Schedule

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]*

### A. Summary

Sr. No.	Name of Lot	Unit Price PKR (inclusive of all taxes & duties etc.) Per Month (A)	Duration of Course (B)	Per Trainee per course Price PKR (inclusive of all taxes & duties etc.) $C=(A*B)$	Trainee Quantity (D)	Total price PKR (inclusive of all applicable taxes & duties etc.) $E=C*D$
1						
Total price in figures (inclusive of all applicable taxes)						
Total price in words (inclusive of all applicable taxes)						

### Note:

Total Price & unit price mentioned in table should be matched with the price breakup available below. Separate Lot wise each section will be submitted.

In case of difference between unit price and total price, unit price shall prevail, and total price shall be "final".

In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.

All quoted prices must be inclusive of all taxes.

**Stamp & Signature of Bidder** \_\_\_\_\_

**B. Break-up of the Cost (inclusive of all applicable taxes) (submit this for each lot):**

Name of Lot:							
1	2	3	4	5	6	7	8
Sr No.	Description of Services	Unit (if any)	Unit Price PKR (inclusive of all taxes & duties etc.) Per Month	Duration of Course	Per Trainee per course Price PKR (inclusive of all taxes & duties etc.) (Col. 4*5)	Trainee Quantity	Total price PKR (inclusive of all applicable taxes & duties etc.) (Col. 6*7)
1	Trainers' remuneration						
2	Consumable Training Materials						
3	Training Manual & Stationery required for training						
4	Protective clothing (if any)						
5	Management & Reporting costs						
6	Depreciation / Rentals of Machinery and Equipment etc.						
7	Utilities & Miscellaneous items						
8	Post training support to trainees (Placement & Linkage)						
9	Any other cost						
Total							
Total Bid Price PKR							

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

**Note:**

- i Provide the breakup of the cost where applicable.
- ii Submit separate activity schedule for each of the applied Lot.
- iii All prices must be inclusive of all applicable taxes.
- iv Examination cost to Punjab Board of Technical Education (PBTE)/ SBTE/ TTB or any other testing authority approved by PSDF for testing & certification of trainees will be paid by PSDF.



## Form of Consortium Agreement

(To be printed on Rs. 200/- Stamp Paper)

**THIS DEED OF CONSORTIUM AGREEMENT** (hereinafter referred to as the “Agreement”) is made at *[name of city]* on this \_\_\_\_\_ day of *[month]* 2020.

### BETWEEN

1. **M/s *[name of lead training service provider]***, having its Principal office at *[address of organization, city]*, through *[name and designation of head of organization]* (hereinafter referred to as the Lead Organization)

### AND

2. **M/s *[name of consortium partner]***, having its Principal office at *[address of organization, city]*, through *[name and designation of head of organization]* (hereinafter referred to as the Consortium Partner)  
(hereinafter referred to as the “**Consortium**” which expression shall, where the context so permits, include their legal heirs and successors in interest)

**WHEREAS** the Consortium Partners have formed a Consortium for the purpose of providing technical / vocational training to the trainees with the funding of PSDF and their mutually agreed responsibilities as stated below are binding on them;

### RESPONSIBILITIES OF LEAD ORGANIZATION

*[enlist the details of responsibilities that will be performed by Lead Organization for this assignment]*

### RESPONSIBILITIES OF CONSORTIUM PARTNER

*[enlist the details of responsibilities that will be performed by Consortium Partner for this assignment]*

Consortium Partner will be involved in training of Below cited course(s).

Course name	No of Persons to be trained	Address of Training Location along with District

**THEREFORE, NOW, THE CONSORTIUM ACKNOWLEDGE AND UNDERTAKE AS FOLLOWS:**

1. That Consortium shall have joint and several liabilities in respect of the PSDF's obligations under the Services Provision Contract.

2. That *[name and designation of authorized representative of Lead Organization]* is the authorized person to sign contracts, correspond and other documents with PSDF.
3. That the parties agree that only the Lead Organization shall be entitled to receive all amounts due under the Agreement on behalf of both consortium partners;
4. That in case Consortium partner leaves the Consortium, the Lead Organization shall immediately inform PSDF; In case, the lead organisation leaves, consortium partner will inform PSDF and will be responsible for delivery of services under the contract as agreed which shall entitle PSDF to terminate the Agreement.
5. That Consortium hereby holds the PSDF indemnified and harmless in case of any loss occurred due to any act of the Consortium or its partners individually.

#### Lead Organization

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Contact No: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

CNIC No. \_\_\_\_\_

#### Witnesses 1:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

CNIC No.: \_\_\_\_\_

#### Consortium Partner

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Contact No: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

CNIC No. \_\_\_\_\_

#### Witnesses 2:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

CNIC No.: \_\_\_\_\_

## Form of Bid-Securing Declaration

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: *[date (as day, month and year)]*

No.: *[number of Bidding process]*

]

To: *[complete name of Procuring Agency]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

*[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*

## Affidavit

*[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]*

**Name:** \_\_\_\_\_  
(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the [name of Procuring Agency] of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the [name of Procuring Agency]. The undersigned further affirms on behalf of the firm that:

- (i) Bidder is neither blacklisted from any government, private, local, international, TVET body or any other organization nor is any litigation pending in this regard.
- (ii) The documents/ photocopies provided with Bid are authentic. In case, any fake/ bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) The information provided in this document is factually correct in all material respects.
- (iv) I am duly authorized to submit this application on behalf of "[Click here and type the name of organization]"

[Name of the Contractor/ Bidder/ Service Provider] undertakes to treat all information provided as confidential.

*Signed by an authorized Officer of the Organization.*

Title of Officer: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_

## **SECTION VII: GENERAL CONDITIONS OF THE CONTRACT**

## GENERAL CONDITIONS OF THE CONTRACT (GCC)

- 1. Definitions** 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- a) **“Authority”** means Public Procurement Regulatory Authority.
  - b) The **“Arbitrator”** is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract **GCC Clause 19** hereunder.
  - c) The **“Contract”** means the agreement entered into between the Procuring Agency and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - d) The **“Commencement Date”** is the date when the Service Provider shall commence execution of the contract as specified in the **SCC**.
  - e) **“Completion”** means the fulfillment of the related services by the Service Provider in accordance with the terms and conditions set forth in the contract.
  - f) The **“Contract Price”** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
  - g) **“Defective Service”** are those services which are below standards, requirements or specifications stated by the Contract.
  - h) **“Delivery”** means the provision of the services from the service provider is required to render to the Procuring Agency under Contract.
  - i) **“Effective Contract date”** is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the condition's precedent stipulated in **GCC Clause 3**

- j) **“Procuring Agency”** means the person named as Procuring Agency in the SCC and the legal successors in title to this person, procuring the service, as named in SCC.
- k) **“GCC”** means the General Conditions of Contract contained in this section.
- l) **“Intended Delivery Date”** is the date on which it is intended that the Service Provider shall effect delivery as specified in the SCC.
- m) **“SCC”** means the Special Conditions of Contract.
- n) **“Service Provider”** means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Service Provider and shall be named in the SCC.
- o) **“Project Name”** means the name of the project stated in SCC.
- p) **“Day”** means calendar day.
- q) **“Eligible Country”** means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
- r) **“End User”** means the organization(s) where the services will be rendered, as named in the SCC.
- s) **“Force Majeure”** means an unforeseeable event which is beyond reasonable control of either 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.

For the purposes of this Contract, **“Force Majeure”** means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse

weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- t) **"Specification"** means the Specification of the Services and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.
- u) The Service Provider's Bid is the completed Bid document submitted by the Service Provider to the Procuring Agency.

## 2. Application and interpretation

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 2.2 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
  - a) Form of Contract,
  - b) Special Conditions of Contract,
  - c) General Conditions of Contract,
  - d) Letter of Acceptance,
  - e) Certificate of Contract Commencement
  - f) Specifications
  - g) Contractor's Bid, and
  - h) Any other document listed in the Special Conditions of Contract as forming part of the Contract.

## 3. Conditions

- 3.1 Having signed the Contract, it shall come into effect on the



<b>Precedent</b>	<p>date on which the following conditions have been satisfied: -</p> <ul style="list-style-type: none"> <li>a) Submission of performance Security (or guarantee) in the form specified in the <b>SCC</b>;</li> <li>b) Furnishing of Advance Payment Unconditional Guarantee.</li> </ul> <p>3.2 If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;</p> <p>3.3 If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the Service Provider a certificate of Contract commencement, which shall confirm the start date.</p>
<b>4. Governing Language</b>	<p>4.1 The Contract as all correspondence and documents relating to the contract exchanged by the Service Provider and the Procuring Agency shall be written in the language specified in <b>SCC</b>. Subject to <b>GCC Clause 3.1</b>, the version of the Contract written in the specified language shall govern its interpretation.</p>
<b>5. Applicable Law</b>	<p>5.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in <b>SCC</b>.</p>
<b>6. Standards</b>	<p>6.1 The Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.</p>
<b>7. Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan</b>	<p>7.1 The Service Provider shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.</p>

- 7.2 The Service Provider shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in **GCC Clause 7.1** except for purposes of performing the Contract.
- 7.3 Any document, other than the Contract itself, enumerated in **GCC Clause 7.1** shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Service Provider's performance under the Contract if so required by the Procuring Agency.
- 7.4 The Service Provider shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.
- 7.5 Procuring Agency reserves the right to audit the accounts, books, statements etc. of Service Provider at any time during or after the term of this agreement in connection with the funds, consideration, payment received etc. under the agreement.

## 8. Patent and Copy Rights

- 8.1 The Service Provider shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Services.
- 8.2 The intellectual property and technology rights including studies, report, other material, graphic, software, training modules etc. produced by Service Provider as an exclusive and direct consequence of Procuring Agency's funding shall be the sole and exclusive property of Procuring Agency and the Service Provider shall not have any rights in the material produced by the Service Provider.

## 9. Performance Security (or Guarantee)

- 9.1 The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in

the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.

- 9.2 The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 9.3 The Performance Security (or Guarantee) shall be as specified in BDS.
- 9.4 The performance security (or guarantee) will be discharged by the Procuring Agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.

## 10. Inspections and Visits

- 10.1 The Procuring Agency or its representative shall have the right to inspect and /or to visit the Service Provider to confirm their conformity to the Contract specifications and requirement as per the business rules.

## 11. Payment

- 11.1 The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.
- 11.2 The Service Provider's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Services delivered and performed, and by documents submitted pursuant to **Schedule of requirement specified in the bidding document**, and upon fulfillment of other obligations stipulated in the Contract.
- 11.3 Payments shall be made promptly by the Procuring Agency, within thirty (30) days after submission of an invoice or claim by the Service Provider.

11.4 All payments shall be made in the currency or currencies specified in the **SCC**.

## **12. Prices**

12.1 The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

12.2 Prices charged by the Service Provider for Services performed under the Contract shall not vary from the prices quoted by the Service Provider in its Bid.

## **13. Contract Amendments**

13.1 Subject to **GCC Clause 12**, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties

## **14. Assignment**

14.1 Neither the Procuring Agency nor the Service Provider shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.

## **15. Delays in the Service Provider's Performance**

15.1 In case of delay in services a penalty for delay may be imposed. If the firm completely fails to provide the services within prescribed period and doesn't comply with the reminders, the case of Service Providers (may be put to relevant authorities to declare it as "Blacklisted").

## **16. Termination for Default**

16.1 The Procuring Agency or the Service Providers, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.

16.2 Fundamental breaches of Contract shall include, but shall not be limited to the following:

- a) the Service Provider fails to deliver any or all of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency; or
- b) the Service Provider fails to perform any other obligation(s) under the Contract;

- c) Service Provider's failure to submit performance security (or guarantee) within the time stipulated in the SCC;
- d) the Service Provider has abandoned or repudiated the contract.
- e) the Procuring Agency or the Service Provider is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- f) a payment is not paid by the Procuring Agency to the Service Provider after 84 days from the due date for payment;
- g) the Procuring Agency gives Notice that Services delivered with a defect is a fundamental breach of Contract and the Service Provider fails to correct it within a reasonable period of time determined by the Procuring Agency; and
- h) if the Procuring Agency determines, based on the reasonable evidence, that the Service Provider has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.

For the purpose of this clause:

**"Corrupt and Fraudulent Practice"** means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.

16.3 Service Provider undertakes that neither the Service Provider nor its Personnel and any Partner shall attempt or commit any fraud, deception, financial or procedural wrongdoing in relation to the performance by Service Provider of its obligations under the Contract and shall immediately notify to Procuring Agency of any circumstances giving rise to a suspicion that such wrongful activity may occur or has occurred.

16.4 That if any fraud or misappropriation is found by Procuring Agency or his authorized personnel, Procuring Agency may adopt any course provided under the laws of Pakistan against Service Provider and or his employee(s).

## 17. Termination for Insolvency

17.1 The Procuring Agency may at any time terminate the Contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise

insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

**18. Termination for Convenience**

18.1 The Procuring Agency, by written notice sent to the Service Provider, may 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 Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective.

**19. Disputes Resolution**

19.1 In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.

19.2 After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.

**20. Procedure for Disputes Resolution**

20.1 The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.

20.2 The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.

20.3 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.

**21. Replacement of**

21.1 Should the Arbitrator resign or die, or should the Procuring

## Arbitrator

Agency and the Service Provider agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.

## 22. Limitation of Liability

- 22.1 Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to **GCC Clause 7**,
- a) The Service Provider shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to the Procuring Agency; and
  - b) The aggregate liability of the Service Provider to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Service Provider to indemnify the Procuring Agency with respect to patent infringement.

## 23. Notices

- 23.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in **SCC**.
- 23.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## 24. Taxes and Duties

- 24.1 A Service Provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed in Pakistan.
- 24.2 If any tax exemptions, reductions, allowances or privileges may be available to the Service Provider in Pakistan by the authorities, the Procuring Agency shall use its best efforts to enable the Service Provider to benefit from any such tax



savings to the maximum allowable extent.

- |  |  |
|--|--|
| <b>25. Anti-Money Laundering/ Combating Financing of Terrorism (AML / CFT)</b> | <p>25.1 For the assessment Industries according to the AML / CFT policy, a separate document will be shared with Industries.</p> <p>25.2 Any Industries failed to provide the requisite information or found to be non-compliant with the AML / CFT policy will not be offered contract.</p>   |
| <b>26. Prevention of Sexual Exploitation and Abuse (PSEA)</b>                  | <p>26.1 Industries shall ensure that effective systems are in place for preventing and responding to acts of sexual exploitation and abuse.</p>  |
| <b>27. Health and Safety</b>   | <p>27.1 Service Provider shall provide a healthy and safe working environment. They shall minimize and respond to health and safety incidents and accidents occurring in the workplace and provide adequate personal protective equipment.</p>   |
| <b>28. Harassment</b>  | <p>28.1 Service Provider is expected to treat all persons with whom it interacts 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.</p>  |
| <b>29. Discrimination</b>  | <p>29.1 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.</p>   |
| <b>30. Conflict of interest</b>  | <p>30.1 Neither Service Provider nor any of Service Provider's Personnel / employee shall engage in any personal, business or professional activity which conflicts or could potentially conflict with any of their obligations in relation to this Contract.</p> <p>30.2 Service Provider shall not provide any assistance to any other person/entity in conflict with PSDF or provide services for any assignment to another client.</p> <p>30.3 Service Provider shall notify PSDF on a timely basis. Depending on the circumstances, Third Parties may be required to put in place appropriate measures to manage the conflict of interest or sensitive situation.</p> |



### **31. Evaluation Cost**

- 31.1 PSDF will charge evaluation cost from Industries / Establishments, as the evaluation of proposals is being outsourced. Industries / Establishments are required to provide two Bank drafts in the name of “Punjab Skills Development Fund.”
- 31.2 The first bank draft amounting to Rs 8,453 (Rupees eight thousand, four hundred and fifty-three only) should be submitted for evaluation of eligibility by every organization who is applying for the project.
- 31.3 The second bank draft amounting to Rs. 12,000 (twelve thousand rupees only) should be submitted by every organization for evaluation of Technical Proposal.
- 31.4 Bidding document will not be evaluated if above mentioned Bank Drafts in Favor of “Punjab Skills Development Fund” of above-mentioned amounts are not submitted along with bidding document.

## **SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)**

## Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
<b>Definitions (GCC 1)</b>		
1.	1.1	The Procuring Agency is Punjab Skills Development Fund
2.	1.1(j)	The Service Provider is: <i>[Name and address]</i>
3.	1.1(q)	The title of the subject procurement or The Project is: Hiring of Training Service Providers for Export Growth Program in the Readymade Garments and Knitwear Industries for Industry
<b>Governing Language (GCC 4)</b>		
4.	4.1	The Governing Language shall be English
<b>Applicable Law (GCC 5)</b>		
5.	5.1	The Applicable Law shall be: Laws of the Pakistan
<b>Performance Security (or guarantee) (GCC 9)</b>		
6.	10.1	The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be: 1%
<b>Inspections and Visits (GCC 10)</b>		
7.	11.1	Inspection and visits may be conducted prior to start of the training services and during the trainings.

## Payment (GCC Clause 11)

- The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows:
- Subject to the Service Provider fulfilling its obligations set out herein to the satisfaction of Procuring Agency, Procuring Agency shall pay to the Service Provider, on a per trainee per month basis under this Contract subject to maximum overall cost as specified in Appendix A.
- The payment of training cost will be subject to the terms and conditions specified in this Contract and Monitoring Business Rules attached herewith.
- Payment shall be made in PKR

### Payment Schedule

70% of total Contract price as specified in Appendix A will be divided by the number of months and will be paid monthly on the basis of eligible actual enrolment, satisfactory attendance and performance of the trainees. Adjustments will be made during each month for dropouts during the previous month and penalties as specified in Business Rules.

10% of the total Contract price as specified in Appendix A (on the basis of actual number of trainees) will be paid after end of training classes and completion of examination and certification

Last instalment 20% of total Contract price after receiving the employment report by Service Provider within one month of result issuance and subject to verification by call centre for one month along with other employment verification methods.

- Where it is evidenced or found by Procuring Agency that any overpayment has been made to Service Provider, Service Provider shall reimburse the said amount to Procuring Agency within fifteen (15) days of the date of Procuring Agency's demand. In case Service Provider fails to reimburse such amounts within the stated period, Procuring Agency shall be fully entitled to deduct such amounts at its sole discretion from any future payment to be made to Service Provider. Procuring Agency reserves its right under law to seek recovery of such amounts from Service Provider.

## **SECTION IX: CONTRACT FORMS**

## Form of Contract

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name and address of Procuring Agency] of Pakistan (hereinafter called “the Procuring Agency”) of the one part and [name of Service Provider] of [city and country of Service Provider] (hereinafter called “the Service Provider”) of the other part:

WHEREAS the Procuring Agency invited Bids for certain Services and related services, viz., [brief description of Services and services] and has accepted a Bid by the Service Provider for the supply of those Services and related services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
  - (a) This form of Contract;
  - (b) the Form of Bid and the Price Schedule submitted by the Bidder;
  - (c) the Schedule of Requirements;
  - (d) the Technical Specifications;
  - (e) the Special Conditions of Contract;
  - (f) the General Conditions of the Contract;
  - (g) the Procuring Agency’s Letter of Acceptance; and
  - (h) Complete Bidding document
3. In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Agency to provide the Services and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of the Services and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the  
Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the  
Procuring Agency)

Witness to the signatures of the Service Provider:

.....

## Performance Security (or guarantee) Form

To: *[name of Procuring Agency]*

WHEREAS *[name of Service Provider]* (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* to delivery *[description of Services and services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Service Provider’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service Provider a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

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*[address]*

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*[date]*



## Integrity Pact

### DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SERVICE PROVIDER IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: \_\_\_\_\_

Dated: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

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

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

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

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

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[Buyer]

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[Seller/Supplier]

## **Tentative Draft Contract**

**EXPORT GROWTH PROGRAM IN THE READYMADE GARMENTS AND KNITWEAR  
INDUSTRIES FOR Industry – TRADE NAME & LOT NO.**

### **VOCATIONAL TRAINING CONTRACT**

**BY**

**&**

**BETWEEN**

**PUNJAB SKILLS DEVELOPMENT FUND**

**AND**

**NAME OF ORGANIZATION**

## VOCATIONAL TRAINING CONTRACT

This **Vocational Training** Contract (the “**Contract**”) is made at Lahore on xx<sup>th</sup> xxxxx 2023 (the “**Effective Date**”).

### BETWEEN

**Punjab Skills Development Fund**, a Company incorporated under Section 42 of the Companies Ordinance 1984, having its Principal office at 21/A, H-Block, Dr. Mateen Fatima Road Gulberg II, Lahore through its Chief Executive Officer, (hereinafter referred to as “**PSDF**” which expression where the context so admits or requires shall mean and be deemed to include its successors, executors, and assigns) of the **FIRST PART**;

### AND

**Name of Organisation** having their principal office situated at **Address** through its **Designation of Head** (hereinafter referred to as the “**Service Provider**” which expression where the context so admits or requires shall mean and be deemed to include its successors, executors, and assigns) of the **SECOND PART**.

PSDF and Service Provider shall individually be referred to as the “**Party**” and collectively as the “**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, to execute EXPORT GROWTH PROGRAM IN THE READYMADE GARMENTS AND KNITWEAR INDUSTRIES FOR INDUSTRY – TRADE NAME & LOT NO, PSDF is engaging the Service Provider as a consulting firm for rendering specialized and technical training services for and on behalf of PSDF (“**Services**”).

**WHEREAS**, PSDF requires a party for the provision of skills / vocational training to specified number of persons / trainees;

**WHEREAS**, Service Provider has represented to PSDF that it has the capacity, capability, qualifications, expertise and experience in providing the vocational training PSDF requires;

**WHEREAS**, Service Provider is desirous and has offered to provide the skills / vocational training to such persons / trainees to PSDF, which are set out in more detail in **Appendix A, B, C, D & E** (the “**Training**”);

**WHEREAS**, PSDF, while relying on the representations made by Service Provider and after assessing the proposal of Service Provider, has accepted the offer of the Service Provider, in terms hereof.

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

### **1. RECITALS:**

The Recitals hereof shall form an integral part of this Contract.

### **2. CONSTITUENTS OF THE CONTRACT:**

The recitals, terms and conditions of the Contract, the Appendices and related items as proposed in Technical Proposal, Instructions and Data Sheet of the Project & Bidding Document, Monitoring Business Rules, and exhibits attached with this Contract form an integral part of the Contract and are to be read as one document.

### **3. RELATIONSHIP OF PARTIES:**

- 3.1 The Parties understand and agree that nothing contained in this Contract shall be deemed to create any association, partnership or joint venture relationship between PSDF and the Service Provider.
- 3.2 The respective obligations and liabilities of the Parties shall be several, not joint or collective, and each Party shall be solely responsible for its own obligations.

#### **4. COMMENCEMENT, DURATION & TERMINATION OF THE CONTRACT:**

- 4.1 This Contract shall come into force on the Effective Date.
  - 4.1.1 Submission of the performance security/guarantee as per the form specified by PSDF; and
  - 4.1.2 Furnishing of the advance payment unconditional guarantee
- 4.2 Once PSDF is satisfied that each of the conditions precedent have been satisfied (except to the extent waived by PSDF, but subject to such conditions as PSDF shall impose in respect of such waiver) PSDF may issue to the Service Provider a certificate of Contract commencement, which shall confirm the start date.
- 4.3 The Contract will continue for a period of six (6) months after end date of the training of last batch specified in Training Plan (**Appendix A**), or any other period as may be subsequently agreed by the Parties in writing or as provided in the document under some other clause unless it is prematurely terminated by either of the Parties in accordance with the provisions of this Contract. Service Provider shall provide the Training in the courses and to the number of persons from the Effective Dates as specified in the Training and employment plan, attached as **Appendix A** to the Contract.
- 4.4 Either Party may terminate the Contract by written notice to the other Party by one (1) month written notice if any of the following events occur:
  - (i) PSDF or the Service Provider, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
  - (ii) Fundamental breaches of Contract shall include, but shall not be limited to the following: a) the Service Provider fails to deliver any or all of the Services within the period(s) specified in the Contract, or within any extension thereof granted by PSDF; or b) the Service Provider fails to perform any other obligation(s) under the Contract; c) Service Provider's failure to submit performance security (or guarantee) within the time stipulated by PSDF; d) the Service Provider has abandoned or repudiated the contract. e) PSDF or the Service Provider is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; f) a payment is not paid by the Procuring Agency to the Service Provider after 84 days from the due date for payment; g) PSDF gives Notice that Services delivered with a defect is a fundamental breach of Contract and the Service Provider fails to correct it within a reasonable period of time determined by PSDF; and h) if PSDF determines, based on the reasonable evidence, that the Service Provider has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
  - (iii) PSDF may at any time terminate the Contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to PSDF.
  - (iv) If a Party commits a material breach of its obligations under this Contract or any of the representations/warranties set out in this Contract proves incorrect in any respect; or

If either Party becomes voluntarily or involuntarily the subject of proceedings (excluding any frivolous proceedings initiated by a party) under any bankruptcy or insolvency law, or other law or procedure for the relief of financially distressed debtors, or is unable, or admits

in writing its inability, to pay its debt as they mature, or takes or suffers any action for its liquidation or dissolution, or has a receiver or liquidator appointed for all or a significant part of its assets.

- (v) If a state of Force Majeure continues for more than six (6) months after the notice of such Force Majeure is given by a Party as per this Contract.
- 4.5 Without prejudice to clause 4.3, PSDF may terminate this Agreement at any time with a fifteen days notice and without providing any reason.
- 4.6 In case PSDF terminates this Contract as per Clause 4.3(i) and (ii) and 4.4 above, Service Provider shall be obligated to complete the batch undergoing training till the date of termination. Provided, however, PSDF's right to terminate shall be without prejudice to the Service Provider's liability to pay liquidated damages and other liabilities as set out in Clause 18 of this Contract.
- 4.7 In case Service Provider terminates this Contract as per Clause 4.3(i) and (ii) above, Service Provider shall be entitled to payments against the Training completed till the date of termination. Provided, however, in such an event, Service Provider shall be obligated to complete any and all on-going Training as at the date of termination.
- 4.8 In case it is found that false information is submitted in the Bidding documents provided with the technical proposal and is not verifiable, this contract will be deemed to be void ab initio without any liability on PSDF.
- 4.9 The Contract may be extended for an additional period and/or additional trainees on same cost and ToRs by mutual agreement of both parties.

## 5. **COSTS & PAYMENTS:**

- 5.1 Subject to the Service Provider fulfilling its obligations set out herein to the satisfaction of PSDF, PSDF shall pay to the Service Provider, on a per trainee per month basis under this Contract subject to maximum overall cost as specified in **Appendix A**.
- 5.2 The payment of training cost will be subject to the terms and conditions specified in this Contract and Monitoring Business Rules attached as **Appendix C**.
- 5.3 Service Provider shall not receive any payment(s) from any other party in lieu of the training provided to PSDF without PSDF's consent in writing prior to accepting the aforementioned payment(s).
- 5.4 The Service Provider shall also not receive any payments for trainings conducted in contravention of the terms of this Contract and the same shall be deemed to be a waiver by the Service Provider.

## 6. **PAYMENT METHOD:**

6.1 The Training cost will be paid as per the following schedule:

No. of Training Months	No. of Instalments	%age of Training Cost
Number of Months of training as specified in the Contract	3	70% of total Contract price as specified in <b>Appendix A</b> will be divided by the number of months and will be paid monthly on the basis of eligible actual enrolment, satisfactory attendance and performance of the trainees. Adjustments will be made during each month for dropouts during the previous month, mobilisation advance (to be adjusted in a maximum of first five payments) and penalties as specified in Business Rules. In case of non-drawl or lesser drawl of

No. of Training Months	No. of Instalments	%age of Training Cost
		<p>Mobilisation Advance, the amount will be added to the monthly payments.</p> <p><b>10% of the total Contract</b> price as specified in <b>Appendix A</b> (on the basis of actual number of trainees) will be paid after end of training classes and completion of examination and certification</p> <p><b>Last instalment 20%</b> of total Contract price after receiving the employment report by Service Provider within three months of completion of classes and subject to verification by call centre for one month along with other employment verification methods.</p>

6.2. Where it is evidenced or found by PSDF or any other authorised person of PSDF that any overpayment has been made to Service Provider, Service Provider shall reimburse the said amount to PSDF within fifteen (15) days of the date of PSDF's demand. In case Service Provider fails to reimburse such amounts within the stated period, PSDF shall be fully entitled to deduct such amounts at its sole discretion from any future payment to be made to Service Provider. PSDF reserves its right under law to seek recovery of such amounts from Service Provider.

## **7. PAYMENT CONDITIONS:**

- 7.1 Notwithstanding anything contained in this Contract or other related documents, Service Provider agrees and accepts that PSDF shall be entitled to withhold the payments due to Service Provider in case of any investigation initiated by PSDF or any of its affiliates against Service Provider on grounds of fraud, misrepresentation, provision of false information etc. and Service Provider shall not approach any court of law, regulatory authorities etc. for the release of the payments till the completion of the investigation.
- 7.2 Duration of the scheme is as per the scheduled provided in **Appendix A**, and the Service Provider shall be responsible for ensuring that the timelines are followed strictly. In case of any delays attributable to the Service Provider, PSDF shall not be bound to make any payments for the trainings.
- 7.3 Applicable Government taxes, if any, shall be deducted at source by PSDF before making any kind of payment to Service Provider.
- 7.4 The payments to Service Provider shall be made in PKR on the basis of actual numbers of eligible trainees which can be at maximum equal to the number as provided in **Appendix A**. Notwithstanding the actual number of eligible trainees, Service Provider will have to attend and rectify the justified observations of PSDF and the monitoring team on overall training, failing which PSDF shall have the right to make deductions on account of violations, demanding minor, major and/or on outcome of the employment as deemed fit by PSDF.
- 7.5 The Service Provider's request(s) for payment shall be made to PSDF in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Services delivered and performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.
- 7.6 The payment shall be made within thirty (30) calendar days of issuing of invoice. The report on employment will be shared by the Service Provider on prescribed format within three months after the completion of classes. The remaining and final payment of 20% amount will be made after verification of the employment records. Service Provider can claim payment within 6 months of the completion of the project and only those claims will be entertained which are submitted along with employment records within 3 months of class completion.

7.7 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. OBLIGATIONS OF SERVICE PROVIDER:**

Service Provider shall fulfil the following obligations to the satisfaction of PSDF:

### **8.1 SELECTION OF THE TRAINEES:**

- a) Service Provider will be responsible for the selection of trainees from the target group / eligible trainees. Service Provider shall ensure that in case of excess demand for a particular course, preference will be given to fresh graduates having the required minimum educational level as defined in the relevant curriculum, those with aptitude for the trade on a professional basis (to exclude hobby-oriented applicants) and have the passion of the skills training. Service Provider will ensure that selection is done in a fair and objective manner, record of which shall be available with Service Provider and shall be shared with PSDF.
- b) Service Provider shall mobilize the trainees, conduct marketing campaigns, build interest in skills training and invite applicants for the skills training according to the eligibility criteria defined by PSDF.
- c) Service Provider shall ensure that only deserving candidates are admitted for training. In case of failure to comply with the requirement, PSDF shall be entitled to impose a financial penalty on Service Provider.
- d) While selecting trainees, Service Provider must ensure that trainees that are enrolled in any other diploma program should not be considered. In case of any violation of this clause, such trainee shall be dropped, and full fee will be recovered from the Service Provider for the training.
- e) Service Provider shall select the trainees in accordance with the entry level qualification requirements for the program provided in **Appendix A** and as specified in Monitoring Business Rules (**Appendix C**) (as defined in the relevant curriculum).
- f) Service Provider shall enrol only those trainees who are of between the age of 18-40 years and have a valid CNIC issued by National Database and Registration Authority ("**NADRA**")
- g) Service Provider shall enrol only individuals and can be from anywhere in Pakistan.
- h) The residence of the trainees can be determined from the temporary or permanent address on the trainee's Computerized National Identity Card. PSDF shall revalidate the age and residence status of enrolled trainees as in Clause 8.7(e)(f).
- i) Service Provider shall not enrol the trainees in any additional courses or trades etc. other than those allocated by PSDF unless otherwise agreed by PSDF in writing.
- j) Service Provider shall arrange properly equipped training facilities as per curriculum requirements and/or equipment list mentioned in the curriculum which would include machinery, equipment, tools, classroom & lab / workshop furniture and other basic facilities (e.g., washrooms, backup power, drinking water etc.). In case of deficiency, the Service Provider shall arrange additional training facilities as per requirement.
- k) Service Provider shall only engage competent and qualified instructors, principal and support staff as per provided CVs (qualification and experience) mentioned in the curriculum.
- l) Service Provider shall get the facilities and arrangements inspected by PSDF before start of training. The Service Provider further agrees that PSDF or its representative shall have the right to



inspect and /or to visit the Service Provider to confirm their conformity to the Contract specifications and requirements as per the business rules.

- m) Service Provider shall establish a system for providing reports to PSDF within stipulated time through email or on a web-based data management system.
- n) Service Provider shall establish and maintain a proper Placement Cell at the institute. The Placement Cell will be required to establish linkages of trained persons with the employers / recruitment agencies and ensure placements of the trainees upon completion of training.
- o) Service Provider shall track and report employment status of trainees for the first three months post-completion of training.
- p) Service Provider shall maintain a separate bank account and financial records relating to the PSDF assignment(s).
- q) Service Provider shall not enroll any person in PSDF funded courses, if he/she falls into the following categories:
  - i. A person who has already completed any degree, diploma or certificate course offered by Service Provider in the past.
  - ii. A person who is / was enrolled or already attended any degree, diploma or certificate course offered by Service Provider which has not been funded by PSDF.
  - iii. A person who has already attended a PSDF funded training course by any other service provider.
  - iv. A person who is enrolled in a PSDF funded training course offered by any other service provider.
  - v. A person who is a full time or a part time employee of the Service Provider or engaged temporarily for the delivery of the Training.
  - vi. A person who is enrolled in DAE program and/ or registered under PBTE

PSDF shall not be liable to pay for any trainee(s) admitted in the violation of the above-mentioned categories and shall be entitled to terminate the Contract as per its discretion.

## 8.2 CARE & DILIGENCE IN THE TRAINING:

Service Provider shall exercise care and diligence expected from a company of its category in the provision of the Training to the satisfaction of PSDF and shall meet and deliver the performance of related activities as specified in this Contract and Monitoring Business Rules (**Appendix C**).

## 8.3 PERFORMANCE STANDARDS OF THE TRAINING:

- a) Service Provider shall provide skills training and carry out related activities with the highest standard of professional, ethical competency, integrity and quality of modules/material of training as per agreed standards set out in curriculum mentioned in **Appendix A**.
- b) Service Provider shall promptly replace any employee assigned under this Contract to impart training, whose performance is considered to be unsatisfactory by PSDF or any other authorized person by PSDF.
- c) Service Provider shall ensure that all the trainees who have completed the training programme are tested by the testing/certifying agencies mentioned in **Appendix A**.
- d) If a trainee does not appear in the test conducted by the Testing / Certifying Authority mentioned in **Appendix A**, PSDF shall not be liable to make any payment of the testing fee in respect of that

trainee. Any testing fee already paid by PSDF to Service Provider shall be deducted from the payable training cost; provided there are extenuating circumstances, as determined by PSDF, which prevented the trainee from appearing in the test.

- e) Service Provider must follow the monitoring Business Rules attached as **Appendix C**. Service Provider shall also follow the Monitoring Business Rules if there is any change during or before the initiation of the contract execution.

#### 8.4 PUBLICITY OF THE TRAINING PROGRAMS:

- a) Service Provider shall solely be responsible for the publicity / advertisement of the training event at the location and shall prominently display a banner / signboard. All training-related publicity / advertisement will be prepared keeping in view branding guidelines of PSDF and shared with PSDF. Due credit and visibility shall also be given to PSDF in the publicity.
- b) It is mandatory for Service Provider to use the correct logo as per the shared guideline supplied by PSDF
- c) All marketing collateral must include PSDF logo and must be approved prior to production by PSDF
- d) PSDF reserves the right to penalize the Service Provider on the use of the logo

#### 8.5 TRAINING MATERIAL AND EQUIPMENT:

- a) Service Provider shall be responsible for the provision of Machinery, Equipment, tools and furniture as per requirement of the curriculum (**Appendix D**).
- b) Service Provider shall be responsible for the provision of training & learning materials including books / manuals, stationary, consumables etc. to all the trainees necessary for the provision of training as per the curriculum specified in the training plan, uniform & bag, and any other item as listed in **Appendix A**.
- c) No fee or charges shall be collected from the trainee under any pretext whatsoever.
- d) Service Provider shall be responsible to provide clean drinking water and toilet facilities to trainees during training hours and any other support such as transport, if required. The provision of such facilities shall not be charged separately to PSDF or the trainees.

#### 8.6 QUALIFIED TRAINERS:

- a) Service Provider shall make its best efforts to ensure that trainers as mentioned in **Appendix B** are not replaced during the Contract period or if that is not possible, during an on-going batch. In case of unavoidable circumstances, it shall be obligated to replace the trainers, with persons of required qualifications, experience and competence after getting prior approval from relevant department of PSDF.
- b) It is the sole responsibility of the Service Provider to submit valid educational degrees / certificates after following due verification process. In case it is substantiated at any stage that Service Provider has submitted fake or forged documents, it may lead to rejection or blacklisting of the Service Provider.

#### 8.7 ACTUAL NUMBER OF TRAINEES:

- a) Service Provider shall be responsible for enrolling trainees as per numbers mentioned in the **Appendix A**.
- b) PSDF will verify the CNIC through NADRA CNIC verification system to determine the age and the residence of the trainee and in this respect its finding shall be deemed conclusive. PSDF will not make any payment in respect of a trainee who does not meet the minimum age criteria and / or is not resident of Punjab.

- c) Service Provider may enrol a few additional trainees (up to 10% of contractual trainees of class) to compensate the dropouts at its own cost.
- d) PSDF or Authorized Third Party Monitoring may conduct as many visits as deemed fit to physically verify the number of trainees at the training facility of Service Provider and quality of training
- e) Service Provider will immediately expel a trainee from the training program whenever asked by PSDF who shall provide a reason for expulsion.
- f) Service Provider shall ensure that all trainees must have their original CNIC with them during the training program. If a trainee is found without CNIC in two consecutive visits, PSDF may expel such trainee, or any other action as deemed fit may be taken.
- g) Service Provider shall provide information of each trainee using the specified form (trainee profile).
- h) Only those trainees will be considered as 'actual number of trainees' for processing monthly instalment of training cost who actually attend the training and are mentioned in the monthly progress report submitted by Service Provider and verified through monthly report provided by the Third-Party Monitoring Firm. In case of divergence between the two, PSDF's determination of the actual number of trainees shall be final. The actual number of trainees calculated for payment purposes shall not exceed the number agreed in the Contract, in any case. Ineligible trainees i.e., those who do not meet the age, qualification or double enrollees shall be deemed to be not enrolled from the start of the training.

#### 8.8 STIPEND, UNIFORM & BAG ALLOWANCE:

- a) The trainee will be paid a stipend & Badges & Bag to be provided by PSDF at the specified rate as mentioned in **Appendix A** of Contract.
- b) Service Provider shall be responsible for informing trainees (and obtaining undertaking for the same) that the stipend will be disbursed through a mobile application and must be withdrawn within 6 months from the date of disbursement. A failure to do so shall be construed as a waiver on part of the trainee.

#### 8.9 REGULAR REPORTING:

- a) Service Provider undertakes to produce reports as per the **Monitoring Business Rules attached as Appendix C for training providers, or any subsequent amendment thereof** or as and when required by PSDF. These reports shall be shared with PSDF in electronic and/or hard copies as required by PSDF. Any advice of PSDF thereon shall be binding upon Service Provider.
- b) Service Provider agrees to give access to the staff of PSDF or any other person / organization, authorized by PSDF, to the training facility, and provide documentary as well as other information during and after the training required by PSDF or any other authorized person.
- c) Service Provider must provide complete and accurate reports as per the schedule set out by PSDF.

#### 8.10 EMPLOYMENT

- a) Service Provider shall ensure employment commitment of the trained persons under this contract as mentioned in **Appendix A**.
- b) Service Provider shall upload data on PSDF portal.
- c) A financial penalty shall also be imposed on Service Provider if it transpires through any source that the trained person is already employed with Service Provider. Appropriate action will also be taken against the trained person.

#### 8.11 SOFT SKILLS TRAINING:

- a) PSDF may provide soft skills training module to Service Provider for any or all classes under **Appendix A**, in such case, Service Provider shall be responsible for providing Soft Skills Training of specified duration. PSDF shall conduct the Training of Trainers of Service Provider through a third-party consulting firm. In case of this intervention, trainees will also be assessed of the soft skills imparted.
- b) In addition to soft skills training, Service Provider shall ensure the completion of digital courses by the trainee's as offered by PSDF time to time. PSDF will provide learning platform and course access to the Service Providers prior to the start of the training. Each trainee will be required to complete up to 2 digital courses. The same shall be undertaken in accordance with the information, details and material shared by PSDF from time to time which shall be binding on the Service Provider.

#### 8.12 TESTING AND CERTIFICATION:

- a) Service Provider shall present all its trainees (excluding ineligible, double or dropped out enrolees) to PBTE or any other testing agency for trade testing as provided in the **Appendix A**.
- b) Service Provider shall be obliged to provide any information demanded by the Punjab Board of Technical Education, in respect of trainees or training places and will facilitate the Board in conducting the trade test. Service Provider's responsibilities include provision of machinery, equipment, tools, furniture and consumables required for conduct of the trade test.
- c) Testing and Certification fee will be paid to the Service Provider, associated with testing/certification agencies other than PBTE, on reimbursement basis. If testing and certification is carried out by the industry, then complete record of the test conducted along with copy of the certificate issued to the trainee is to be shared with PSDF with the completion report. The certificate and complete completion report, assessment and employment results must be shared within three months from the date of closure or the last date of classes
- d) Service Provider shall, on best effort basis, handover certificates directly to the trained persons and provide evidence of the same to PSDF.

#### 8.13 DURATION OF TRAINING:

The total training duration and curriculum to be adopted as specified in **Appendix A** by PSDF. Service Provider shall use all reasonable endeavours to ensure that the Training is provided within such timelines as may be specified in the Contract.

#### 8.14 RECORD KEEPING:

- a) Service Provider shall retain and maintain all records related to the contract during the life of the contract and five (5) years after the expiry of this Contract.
- b) Service Provider shall maintain updated trainees addresses and telephone numbers to carry out tracer study of trainees after the completion of training.

#### 8.15 SUPPORT STAFF:

Service Provider shall be responsible to engage required support staff at its own cost and expense.

#### 8.16 AUTHORIZED PERSON AND FACILITATION TO MONITORING TEAM:

In the case the Service Provider is a joint venture, consortium, or association the Service Provider shall nominate a lead member who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the performance of its obligations and execution of this Contract.

#### 8.17 GRADUATION CEREMONY:

Service Provider is responsible for arranging a simple graduation ceremony at the completion of training and informing PSDF at least one (1) week before the ceremony. In case the certificates by the external testing agency are delivered after the graduation ceremony, Service Provider shall take full responsibility of delivering the certificates to individual trainees by registered post.

## **9. REPRESENTATIONS AND WARRANTIES:**

9.1 Service Provider hereby represents, warrants and where applicable undertakes to PSDF that:

- (a) It has submitted the performance guarantee;
- (b) It has represented its previous experience correctly and accurately and without any fraud or misrepresentation;
- (c) It has understood the rules and regulations of PSDF and shall comply with the same throughout the term of this Contract.
- (d) It has the legal right and capacity to enter into this Contract and the execution and delivery of this Contract has been duly and validly authorized and no proceedings on part of any person are necessary to authorize this Contract or to consummate the transactions contemplated hereby.
- (e) It is a company validly existing and carrying on its business under the laws of Pakistan.
- (f) The Service Provider shall comply with the provisions of the AML Act 2010 and all other relevant enactments that impose an obligation to conduct Customer Due Diligence and to ensure that Know-Your-Customer policies are formulated and followed at all times.
- (g) It has the required professional skills, knowledge, expertise technical and financial resources required for the purposes of providing the Training in relation to this Contract.
- (h) It has the power and authority under its respective Memorandum and Articles of Associations to enter into and perform this Contract and the transactions contemplated hereby, and its entry into and performance of this Contract and the transactions contemplated by it does not constitute a breach of any obligation or default of its Memorandum and Articles of Associations and/or any agreement/contract by which it is bound.
- (i) It has and will comply with all laws regulating labour and workmen including those prohibiting child labour.
- (j) The execution and performance of this Contract 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.
- (k) It shall not undertake assignments where there may be a conflict of interest as noted in Clause 18 of this Contract.
- (l) It possesses all requisite licenses, qualifications, certifications, registrations, regulatory approvals etc. for entering into, and performing its obligations under this Contract.
- (m) 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 Contract or the transaction contemplated hereby.
- (n) 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.

- (o) It shall perform the Training and carry out its obligations under this Agreement in accordance with the applicable laws, and relevant rules and regulations, from time to time, in force in Pakistan and to the full satisfaction of PSDF.

## **10. ENTIRE AGREEMENT**

This Agreement, together with the Appendixes **A, B, C & D** 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. Specifically, the Business Rules attached as Appendix C shall form an integral part of this Agreement

## **11. WORKING DAYS / TRAINING HOURS:**

The number of working days per week and number of working hours per day shall be as agreed in the training plan in **Appendix A**. However, it is expected that the course work will be completed during the number of months specified in **Appendix A** and Study Plan even if additional hours of training are required.

## **12. CONFIDENTIALITY:**

Neither Party shall disclose any proprietary or confidential information relating to this Contract or to the other Party's business or operations without the prior written consent of that Party during the Contract period or three (3) years after the expiration thereof.

All confidential information provided by PSDF under this Contract shall remain the sole property of PSDF and shall be returned (all copies) to PSDF on completion of the Service Provider's performance under the Contract.

## **13. AUDITS:**

Service Provider is bound to submit its record including financial record for audit by PSDF or an entity nominated by PSDF in this regard on as and when required basis.

## **14. RIGHT TO AUDIT**

PSDF reserves the right to audit the accounts, books, statements etc. of Service Provider at any time during or after the term of this agreement in connection with the funds, consideration, payment received etc. under the agreement.

The Service Provider shall permit PSDF, the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by PSDF, the Government of Pakistan or / and the appropriate donor agencies, if so required by PSDF, the Government of Pakistan or / and the appropriate donor agencies.

## **15. FRAUD & MISAPPROPRIATION:**

- 17.1 Service Provider undertakes that neither the Service Provider nor Service Provider's Personnel and any Partner shall attempt or commit any fraud, deception, financial or procedural wrongdoing in relation to the performance by Service Provider of its obligations under the Contract and shall immediately notify to PSDF of any circumstances giving rise to a suspicion that such wrongful activity may occur or has occurred.
- 17.2 That if any fraud or misappropriation is found by PSDF or his authorized personnel, PSDF may adopt any course provided under the laws of Pakistan against Service Provider and or his employee(s).

## **16. CONFLICT OF INTEREST:**

- 18.1 Neither Service Provider nor any of Service Provider's Personnel / employee shall engage in any personal, business or professional activity which conflicts or could potentially conflict with any of their obligations in relation to this Contract.
- 18.2 Service Provider shall not provide any assistance to any other person/entity in conflict with PSDF or provide services for any assignment to another client.
- 18.3 Service Provider shall notify PSDF on a timely basis. Depending on the circumstances, Third Parties may be required to put in place appropriate measures to manage the conflict of interest or sensitive situation.

## **17. INTELLECTUAL PROPERTY RIGHTS & TECHNOLOGY:**

The intellectual property and technology rights including studies, report, other material, graphic, software, training modules etc. produced by Service Provider as an exclusive and direct consequence of PSDF's funding shall be the sole and exclusive property of PSDF and the Service Provider shall not have any rights in the material produced by the Service Provider.

## **18. OBSERVATIONS OF CLIENT:**

- (i) If for any reason PSDF has observations with any aspect of the Training provided under this Contract by Service Provider, it will notify the same to Service Provider together with justified reasons and suggestions thereupon in writing. Service Provider shall address such observations of PSDF within seven (07) days of PSDF's notice and report to PSDF.
- (ii) If Service Provider does not address PSDF's observations within stipulated time given hereinabove, PSDF may withhold or deduct the proportionate cost of training or cancel the Contract with applicable liquidated damages given in Clause 18 hereinafter.

## **19. BLACKLISTING AND LIQUADATED DAMAGES etc.:**

- (i) That after signing of the Contract if Service Provider could not start any of the training(s) and abandons the Contract without any cogent reasons, then PSDF may blacklist and bar Service Provider and its directors/proprietors from participating in future PSDF-funded scheme.
- (ii) That Service Provider shall complete its obligations provided in this Contract and in case the Service Provider abandons any training / batch (es) and does not complete the same then the Service Provider shall give back the excess amount it has received from PSDF for such training(s) / batch (es).
- (iii) That PSDF may impose liquidated damages if serious, major or minor violations are determined by PSDF if they evidence that Service Provider is not meeting with the set criteria of training given in the training plan.
- (iv) After signing the Contract, if Service Provider is unable to fulfil its obligations and abandons PSDF 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.

## **20. DISPUTE RESOLUTION & GOVERNING LAW:**

- (i) The Parties will attempt in good faith to resolve all disputes, in the first instance, through mutual good faith negotiations. In case the Parties fail to resolve the dispute through mutual good faith negotiations within one month of the dispute arising, then the dispute shall be settled through arbitration in accordance with the Arbitration Act 1940 and any award given by arbitrator(s) shall be binding on the Parties.
- (ii) After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties



- (iii) Nothing herein contained shall bar either Party's right to obtain injunctive relief from a court of competent jurisdiction.
- (iv) This Contract shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan. The governing and communication language of the Contract shall be English.

## **21. LIABILITY:**

Service Provider shall be fully liable for the obligations arising out of or in connection with this Contract.

In case the Service Provider is a joint venture, consortium, or association, all members of such shall be jointly and severally liable for the execution of this Contract along with any liability accruing out of the Service Providers obligations under this Contract

Service Provider shall have no claim against PSDF for any liability whatsoever. 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 PKR 1000 for any claims and losses in connection with this Agreement in the event of willful default on the part of PSDF.

## **22. ASSIGNMENT& SUB-CONTRACTING:**

Service Provider shall not assign the Contract in whole or in part and cannot sub-Contract any of its obligations under this Contract. In case it has been substantiated that Service Provider has involved a consortium or partnership for the completion of the obligations under this agreement without declaration in the bidding document or in violation of the bidding documents, PSDF shall be entitled to terminate this agreement at any time after the imposition of penalties for violation.

## **23. MODIFICATIONS:**

No modification, waiver, or amendment of any term or condition of this Contract shall be effective unless and until it shall be reduced to writing and signed by both Parties hereto or their authorized representatives.

## **24. WAIVER:**

- (i) Failure by either Party at any time to require performance by the other Party or to claim a breach of any term of this Contract will not be construed as a waiver of any right under this Contract, will not affect the subsequent breach, will not affect the effectiveness of this Contract or any part thereof, and will not prejudice either Party as regards to any subsequent action.
- (ii) Service Provider's failure to submit the complete invoices on time shall be deemed to be a waiver of its right to the payment under the Agreement.

## **25. FORCE MAJEURE:**

Neither Party hereto shall be liable to the other for any failure whether total or partial to fulfil any obligation or duty under this Contract if any delay or failure in performance of their required obligations is attributable to any cause beyond the control of the parties including but not limited to any act of Government, act of God, fire, storm, flood, unusually severe weather, sabotage, embargo, war (whether declared or not), civil or military unrest, riot, or other causes beyond the reasonable control of the Parties, provided, that prompt written notice of such delay or suspension is given by one Party to the other Party. Upon receipt of said notice, the time for performing shall be extended for a reasonable period of time necessary to overcome the effect of such delays.

## **26. INDEMNIFICATION:**

Service Provider agrees to indemnify and hold harmless PSDF, its present and future offices or directors (or officials), employees and agents, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses incidental thereto, which any or all of them may thereafter



suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or any violation of alleged violation of law, to the extent caused by (1) the default of any covenant, agreement of obligation contained in this Contract by Service Provider or (2) the acts of omissions by Service Provider or its affiliates, parents, subsidiaries or their respective officers, directors, employees or agents associated with the Training specified herein and (3) in case of any liability including third party liability arising out of investigation initiated by PSDF against Service Provider. The Service Provider shall indemnify PSDF against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Services.

## **27. CORRUPTION AND BRIBERY:**

Service Provider shall not engage in corruption, bribery or any activity (including improper payments) that may imply involvement in corruption or bribery when working for or with PSDF. Service Provider shall not accept or provide any gifts or favours on behalf of PSDF.

## **28. ANTI-MONEY LAUNDERING/COMBATING FINANCING OF TERRORISM (AML/CFT)**

The Service Provider, while providing the Services under this Contract and while conducting its business shall comply with all applicable AML/CFT laws promulgated in Pakistan, as amended from time to time.

## **29. PREVENTION OF SEXUAL EXPLOITATION AND ABUSE (PSEA)**

The Service Provider shall ensure that effective systems are in place for preventing and responding to acts of sexual exploitation and abuse.

## **30. HEALTH AND SAFETY:**

Service Provider shall provide a healthy and safe working environment. They shall minimise and respond to health and safety incidents and accidents occurring in the workplace and provide adequate personal protective equipment.

## **31. HARASSMENT:**

Service Provider is expected to treat all persons with whom it interacts 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.

## **32. DISCRIMINATION:**

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.

## **33. REPORTING VIOLATIONS:**

Service Provider shall report, and act to correct, any suspected violations of regulations, laws or the Third-Party Code. Violations must be reported in a timely manner to the PSDF contact person. Suspicions may also be reported confidentially and without fear of retaliation using the following email address: [hr@psdf.org.pk](mailto:hr@psdf.org.pk)

## **34. CODE OF CONDUCT**

Service Provider agrees to be bound by the rules, regulations, code of conduct etc. of PSDF at all times during the course of this agreement or the trainings.

## **35. NOTICES:**

All notices under this Contract shall be given at the respective registered offices of the Parties. All other

communications required or permitted by this Contract shall be given in writing by registered mail, acknowledgment due, or by fax or telex or telegram or email confirmed simultaneously with registered mail, acknowledgment due and shall be addressed:

If to **PSDF**

Attention:  
Organization: Punjab Skills Development Fund  
Address: 21/A, H-Block, Dr. Mateen Fatima Road,  
Gulberg II, Lahore-Pakistan  
E-Mail:

If to **Service Provider:**

Attention:  
Organization: Name of Organization  
Address:  
E-Mail:

or to such other addresses as the Parties may, from time to time, designate.

**IN WITNESS WHEREOF** the Parties hereto set their hands and subscribed signatures hereunto at the location, on the day, month and the year first above mentioned in presence of the witnesses.

Signature		Signature	
Date		Date	
Name: Designation: On behalf of: Punjab Skills Development Fund		Name: Designation: On behalf of: Name of Organisation CNIC:	
For the First Part		For the Second Part	

Witnesses:

Name:	Name
Signature	Signature
Date:	Date:
CNIC:	CNIC:

## Contract Appendixes

### Appendix A – (Scheduling & Financial Details)

Name of Firm	Trade Name	Class Code	Duration (in Months)	Trainees per Class	Start Date	End Date	Minimum Training Hours	Trainee Gender	Training Cost Per Trainee Per Month (Inclusive of all Applicable Taxes)	Total Cost per Class (Inclusive of all applicable direct & indirect Taxes)	Employment Commitment

### Appendix – B (Trainer Details)

Instructor Name	Experience	Qualification	CNIC Number

## Appendix – C (Tentative Monitoring Business Rules)

### BUSINESS RULES Industrial Program

The table specifies key performance indicators which are required to be followed by training provider and the same will be observed during the visits by Third Party Monitoring Firm (TPM). In case of further inquiry is required, PSDF may investigate and condone the reported observations.

#### MONITORING PRACTICES

- Pre-training inspection not required.
- Single monitoring visit per month/class.<sup>1</sup>
- If course duration > 1 month; 1 monitoring visits per classes/month
- If course duration ≤ 1 month; 2 monitoring visits for classes/month
- Post training employment verification will be conducted after the completion of training for one month.

Compliance Risk	No.	Key Indicators	Description of key indicator
Centre Readiness	1	Unannounced centre relocation	The training centre is relocated to a different site without prior approval from PSDF
	2	Non-functional Classes	Class is locked/trainers or trainees are not present. Trainees found present, but class is not in progress due to any reason. e.g. non-availability of Instructor, backup source of electricity (Subject to the trades) or trainees found involved in any other activities instead of training. <sup>2</sup>
Trainee Selection Compliance	3	Selection/enrolment of vulnerable trainees in line with BISP poverty score and DAE's	<ul style="list-style-type: none"> <li>• Trainee age should be 18 years with upper age limit of 35 years by start of course.</li> <li>• Should not be enrolled earlier in any PSDF funded training</li> <li>• Should be in line with BISP poverty score</li> <li>• Trainees previously enrolled in DAE programs from PBTE should not be enrolled except in trainings courses where DAE is the Pre-requisite of advance level course<sup>3</sup></li> </ul>
Participation Compliance	4	Marginal Trainee	<p>If class &gt; 1-month. Trainee will be considered as Marginal if not found in all visits of any given month.</p> <p>"For every marginal trainee regardless of the month an immediate deduction of Rupees 200 will be made from stipend."</p> <p>Trainee will be considered marginal if not found in one visit of class ≤ 1 month.</p>

<sup>1</sup> Monitoring visits can be increased for any TSP based on risk assessment.

**For Class > 1 Month:**

<sup>2</sup> If class is reported as non-functional during first month by TPM, no payment will be made. If same class is reported as non-functional in second month, class will be considered as cancelled. Further if class is found to be non-functional other than above mentioned scenario 5% penalty will be imposed except non functionality of first month of the class.

**For Class ≤ 1 Month:** if class is reported as nonfunctional during first visit, payment will be made from second visit date. Otherwise in case of no functionality during second visit class will be considered as cancelled.

<sup>3</sup> If at any stage of training, non-compliance on trainee induction criteria is identified by PSDF, entire training cost of such trainee will be deducted since inception.

	5	Confirmed Marginal (Drop out)	Trainee marked absent in two consecutive months during TPM visits with course duration > 1month (Dropout) In case of duration <= 1-month trainees remaining absent in all visits will be dropout.
	6	Fake & Ghost trainee	<p><b>Ghost Trainee:</b> A trainee marked present in attendance register but found physically absent during two consecutive visits by TPM. Below are the series of actions to be undertaken once Ghost trainee/s is identified:</p> <ul style="list-style-type: none"> <li>a) An explanation letter will be issued within 3 working days by PSDF after incident notified by TPM.</li> <li>b) A written response must be received from TSP side regarding actions to be taken for mitigating the risks of ghost trainee within 5 working days from issuance of explanation letter by PSDF.</li> <li>c) A warning letter will be issued if Ghost trainee is established.</li> <li>d) Identified trainee will be expelled from training and complete training cost of individual will be deducted since inception if established.</li> <li>e) A capacity building session shall be conducted by allocated Key Account Manager (KAM) / Regional Team at that particular training location, within one week after establishment of Ghost trainee for better understanding of business rules and defining strategy to overcome risk in future.</li> <li>f) A penalty of 20% training cost of class monthly invoice will be imposed if established.</li> </ul> <p><b>Fake Trainee:</b> A trainee whose physical verification through trainee Profile / trainee CNIC does not match with the present trainee during any monitoring visit by TPM Monitors &amp; PSDF officials.</p> <p><b>First Occurrence:</b></p> <ul style="list-style-type: none"> <li>a) If more than one trainee is identified as Fake trainee during TPM monitor/ PSDF official visit after first month of class (at any location in any batch &amp; in any scheme), it will be considered as first occurrence.</li> </ul>

			<p>b) If only one trainee is identified as Fake during TPM monitor/ PSDF official visit after first month of class (at any location in any batch &amp; in any scheme), it will not be considered as first occurrence. If same incident occurs in any subsequent visit by TPM monitor / PSDF official, then it will be considered as first occurrence.</p> <p><b>Actions to be taken after First Occurrence:</b></p> <p>a) An explanation letter will be issued within 5 working days to respond to the occurrence.</p> <p>b) A written response must be received from TSP side regarding cause of occurrence of Fake trainee within 7 working days from issuance of explanation letter.</p> <p>c) Based on TSP response and after meeting with TSP if first occurrence is established, PSDF will issue a warning letter to TSP.</p> <p>d) Key Account Manager (KAM) will prepare an action plan in consultation with TSP to mitigate such occurrences in future within 30 days after first occurrence reported. The action plan may consist of following but not limited to i.e.</p> <p>(i) A capacity building session/s of all relevant staff of all locations of TSP shall be conducted.</p> <p>(ii) TSP will:</p> <ul style="list-style-type: none"> <li>• Conduct orientation of all relevant staff of TSP about business rules and monitoring policies of PSDF and get their signatures for PSDF review and record.</li> <li>• Ensure that trainee must bring their original CNICs on daily basis.</li> <li>• Check trainees physically with their original CNICs.</li> <li>• Ensure that PSDF funded trainees must attend class.</li> <li>• Female Instructor must verify female trainees in case of veil.</li> </ul> <p>e) TSP will sign off &amp; implementation of action plan within 20 days.</p>
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			<p>f) KAM will conduct follow up visits to ensure the implementation of action plan &amp; submit the report within 10 days that TSP has implemented all the action points.</p> <p>g) The entire process from the day of first occurrence till completion of Action plan will take 60 days.</p> <p><b>Treatment of Fake trainee from First Occurrence:</b></p> <p>a) Identified trainee/s will be expelled from training and complete training cost of individual will be deducted since inception.</p> <p>b) A penalty of 20% training cost of class monthly invoice will be imposed.</p> <p><b>Second Occurrence:</b></p> <p>If any fake trainee is identified after the submission of report of action plan implementation by KAM at any location in any batch in any scheme within one year of first, the incident will be considered as second occurrence.</p> <p><b>Actions after second occurrence of Fake trainee:</b></p> <p>a) Payments of all schemes of TSPs will be withheld.</p> <p>b) TSP status in SAP will be marked in active until completion of inquiry.</p> <p>c) PSDF will request to TSP for explanation of second occurrence within 5 days of reporting by TPM/ PSDF official.</p> <p>d) TSP will provide written explanation within 10 days.</p> <p>e) An inquiry committee will be constituted by COO, PSDF consisting of 3 members if TSP contest against the identification of fake trainee.</p> <p>f) The committee will share its findings within 30 days.</p>
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			<p><b>Treatment of Second occurrence of Fake trainee:</b></p> <ul style="list-style-type: none"> <li>(a) The identified trainee/s will be expelled, and complete training cost will be deducted since inception if established.</li> <li>(b) A penalty of 20% training cost of class monthly invoice will be imposed if established.</li> <li>(c) Contract with TSP will be terminated in all ongoing schemes and TSP will not be awarded any new contract for one year from date of second occurrence.</li> <li>(d) The classes in progress of all ongoing schemes will be completed and payments of TSP will be made after all necessary deductions &amp; completion of inquiry.</li> <li>(e) The ready/ Planned classes of all ongoing scheme will be considered as cancelled.</li> <li>(f) TSP will be debarred to work with PSDF for a period of 1 year from date of second occurrence.</li> </ul>
	7	Accuracy of attendance register (visit day)	<ul style="list-style-type: none"> <li>a) Attendance is not marked in the register.</li> <li>b) A trainee is marked present but found absent.</li> <li>c) A trainee is dropped out but marked present in the register.</li> <li>d) Trainee names of current and previous months will be compared. If trainees name deleted / added, the same will be reported. All above scenarios (a,b,c &amp; d) will be reported in trainee count. <sup>4</sup></li> <li>e) Register format not followed</li> <li>f) Trainee attendance register is not available</li> <li>g) Cutting/ overwriting/ interlineation/ blank spaces observed in the attendance register.</li> </ul>
	8	Physical Count	If the trainee's attendance is less than 70% of enrolled trainees (excluding dropouts) an amount shall be withheld using percentage point difference formula and is reimbursed if the attendance reaches 70% in subsequent month or forfeited if the attendance continues to remain below 70% <sup>5</sup>
	9	Any fee charged from Trainees	The trainee/s report/s about payment of any kind of fee at any time during the training

<sup>4</sup> Attendance will only be considered for those trainees whose trainee profiles are received and accepted by PSDF.

<sup>5</sup> The amount deducted will be seventy percent of trainees minus trainee's present, multiplied by training cost



<b>Deliverable Compliance</b>	<b>10</b>	verification of deliverables from trainees	Uniform/Bags cost & stipend payments (If applicable) will be deducted in proportion to verification results. Third party verification will be carried out for a maximum of two times.
<b>Qualitative Compliance</b>	<b>11</b>	Teacher Change	Will be recorded as serious violation without prior approval from PSDF and only allowed if qualification & experience is equal/higher than previously changed.
	<b>12</b>	Books/manual/hand-outs	More than 20% trainees report non-supply of books/manuals. However, same will not be recorded during 1st Month of training.
<b>Assessment Compliance</b>	<b>13</b>	Failed trainees/Absent Trainees	10% training cost will be deducted in case fail trainees are above 20% threshold. Testing fee will be deducted for all absent trainees in examinations
<b>Employment Commitment Compliance</b>	<b>14</b>	Committed employment targets	<p>Payment against committed employment targets will be released as follows;</p> <ul style="list-style-type: none"> <li>80% &amp; above verified; Full payment will be released.</li> <li>If 50% - 79% verified: Proportional payments will be released as per the verification results.</li> <li>If verified employment commitment remains less than 50% payment will be made to the number of verified employed trainees only.</li> <li>Note: The employment data will only be verified if submitted through Placement service Portal (PSP) from January 2020.</li> </ul>
<b>Reporting Compliance</b>	<b>15</b>	Late submission of reports	2% fine will be applied on late submission of reports and relevant documents.
<b>Contractual to Enrolment Compliance</b>	<b>16</b>	No. of Cancelled classes	For a given scheme, if number of cancelled classes of a training provider is more than 20 percent of the entire contractual classes awarded to that training provider, 10% contractual training cost of cancelled classes will be deducted.
<b>TSP-TPM Collusion</b>	<b>17</b>	Establishment of Collusion	<p><b>On Event Report:</b></p> <ul style="list-style-type: none"> <li>TSP will be enquired about the incident of any collusion in writing</li> <li>Payments of all contracts will be withheld &amp; MIS access will be restricted until the outcome of inquiry</li> </ul> <p><b>1st Occurrence (collusion established)</b></p> <ul style="list-style-type: none"> <li>A penalty of 20% monthly training cost of all classes will be imposed</li> </ul> <p><i>Explanation: A penalty of 20% monthly training cost of all classes of that particular location/s (where collusion has been established) in all schemes will be imposed.</i></p> <ul style="list-style-type: none"> <li>Warning Letter will be issued</li> <li>Meeting with TSP about implications of re-occurrence of incident</li> <li>TSP will terminate staff involved in collusion</li> <li>TSP payments will be resumed after taking necessary actions</li> </ul> <p><b>2nd Occurrence (collusion established)</b></p> <ul style="list-style-type: none"> <li>TSP Contract will be terminated and debarring for at-least one year</li> </ul>

			<p><i>Explanation: TSP Contract will be terminated for all schemes and debarring for one year (starting from date of collusion reported)</i></p> <ul style="list-style-type: none"> <li>Active classes will continue, and their payments will be made accordingly after imposition of 20% penalty of training cost of all classes on monthly invoice</li> </ul>
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- Inquiry will be held in case of reported observations cited at serial no. 1,6,9,11 & 17. Inquiry can result up to 20% fine in training cost of monthly invoice.
- 5% fine will be imposed in the case of non-compliance of key indicators listed at 2,7 & 12 along with splitting/merging of classes.
- 2% additional fine will be imposed against each indicator if non-compliance of more than three below listed indicators are recorded.
- Shift /Time changed unannounced, Maintenance of stipend register (If applicable), Provision of Consumables, Trainee ID card; Uniform; Stationery, Bags, Payment of stipend (If applicable), Study plan provision & contractual credit hours not being followed<sup>6</sup>
- Violation against Trainee ID card, uniform, stationery and bags will not be recorded in first month of training.
- No deductions against reported observations will be applied during the first invoice of training contract **(Except listed at 1,2, 6, 9,11,15 & 17)**
- In any given month, the financial deductions imposed will not exceed 20% of the monthly invoice for the class except observations listed at serial 1,2, 6,9,11 & 17.
- In case of missing or unverified CNICs PSDF will withhold training cost of such trainees since inception. The same amount will be released only once PSDF receives valid CNICs for such trainees.
- Short Leave Rule; Up to 10% of enrolled trainees on visit day, however those trainees who were reported as marginal cannot avail short leave in subsequent month.
- Drop out allowance for any class is 20%.

#### Further Rules

- Training service provider is required to start their classes as per the contract start date. No extra time will be given for trainee profile submission and inception reports (as specified in PSDF business rules).
- Stipend payments (If applicable) will be deducted in proportion to verification results run by call centre agency while processing the final invoices.
- Examination fee will be deducted on account of testing & certification in case of absent and drop out (after registration with PBTE) Trainee. Further last month stipend will not be paid to absent trainee in exam.
- In case of international certification, the trainee must qualify both theoretical and practical exam of both the modules, only then a trainee will be considered pass. Registration, testing and certification fee will be reimbursed upon successful passing of examination of all (Practical & theoretical modules).
- Training service provider is required to enter correct trainee data i.e. CNIC issue date and CNIC number. If TSP fails to follow the instructions the invoice will be released in next month.
- In case training service provider entered wrong trainee data in MIS, no stipend will be released until the correct data is provided by TSP. In this case, the stipend will be released in next due disbursement cycle.
- Any kind of correction of trainee data (CNIC, Phone numbers etc.) needed for stipend disbursement will not be entertained after completion of class.
- TSP can't enrol any trainee without valid CNIC issued by NADRA. No trainee can be enrolled based on B-form.

<sup>6</sup> If compliance is less than 70% where applicable.

- 9- Every trainee must keep original CNIC with him during Third Party Monitoring visit. Trainee will be considered as "Absent" in case of non-availability of CNIC. "Marginal trainee rules" will be applicable on trainee if not found compliant with the requirement and considered as "**Expelled trainee**".
- 10- Only Invoice Processing System (IPS) based invoices will be processed after January 2020..

## Appendix – D

### DECLARATION

I am the authorized representative of 'NAME OF ORGANISATION' and have been duly authorized to affirm, declare and undertake as under for and on behalf of the 'HEAD OF ORGANISATION'.

I the Deponent do hereby solemnly affirm, declare and undertake on oath as under:

1. The 'HEAD OF ORGANISATION' has duly authorized me to affirm, declare and undertake on oath the statements made hereunder for and on behalf of the 'HEAD OF ORGANISATION' and to bind the 'HEAD OF ORGANISATION' with respect thereof and I am the authorized agent of the 'Name of Organization.'
2. The 'Name of Organization' shall ensure compliance with any and all of its obligations under the Vocational Training Contract dated .
3. The 'HEAD OF ORGANISATION' shall solely and completely be responsible for the provisioning of the Machinery, Equipment, tools and furniture as well as any other item required under the Vocational Training Contract.
4. The 'HEAD OF ORGANISATION' shall ensure that such Machinery, Equipment, tools and furniture as well as any other item required under the Vocational Training Contract is present and available at all times throughout the term of the Vocational Training Contract.
5. In case of breach or default by the 'HEAD OF ORGANISATION' of its obligations under the Vocational Training Contract or the statements made herein, the 'HEAD OF ORGANISATION' shall be fully liable for its breach and/or default to PSDF in accordance with law and the provisions of the Vocational Training Contract.
6. In case any of the declarations made herein are violated or turn out to be false, the PSDF shall have the right to exercise any and all remedies or actions against the 'HEAD OF ORGANISATION' and the deponent as available under law.
7. The information provided and submitted at the time of bidding, during the term of the Contract etc. was and shall continue to be accurate and we will inform PSDF in writing in case of any changes in the information which shall entitle PSDF to terminate this Contract.
8. In case of such violation or misdeclaration, the PSDF shall also have the absolute right to forthwith terminate the Vocational Training Contract and in case of such termination the 'Name of Organization' shall have no claim or action whatsoever against the PSDF.

**DEPONENT**

#### **Verification:**

It is verified, on oath, at Lahore on this xx<sup>th</sup> xxxxxx 2023 that the contents of the above declaration are true, correct and binding and nothing has been concealed in this regard.

**DEPONENT**