

# PUNJAB SKILLS DEVELOPMENT FUND

## Tender Document

Procurement No: 38/SYIG/PSDF/LMSS

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### HIRING OF A COMPANY/FIRM TO PROVIDE LEARNING MANAGEMENT SOLUTION (LMS)

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**AUG 2023**



**Submission Date for Sealed Bids: August 21, 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)



Skills For Success

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## 1. Invitation to Bids

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

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

Sr. No	Description	Procurement No.	Total Tenure of Contract	Bid Submission Deadline (Date & Time)	Technical Bid Opening Date & Time	Estimated Cost for 1 Year
1	Invitation to Bid for Hiring of a Company/ Firm to Provide Learning Management Solution (LMS)	38/SYIG/PSDF/LM SS	One Year (Extendable for another term)	August 21, 2023, on or before 03:00 PM	August 21, 2023, on 03:30 PM	PKR 6 Millon

**For further details and terms of reference, please visit:**

- [etender.psdof.org.pk/esop/guest/go/public/opportunity/current](https://etender.psdof.org.pk/esop/guest/go/public/opportunity/current)
- PPRA website [ppra.punjab.gov.pk](http://ppra.punjab.gov.pk)

**Important Information:**

- Follow instructions on [etender.psdof.org.pk](https://etender.psdof.org.pk)
- Bids submitted only through e-Tender Portal shall be accepted while submission by other means shall be rejected.
- The bidding procedure shall be governed strictly in accordance with the Punjab Procurement Rules 2014 through national competitive bidding procedure.

**Procurement Department, Punjab Skills Development Fund**  
21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore, Pakistan.  
UAN: 042-111-11-PSDF(7733) | Toll Free:0800-48627 (HUNAR) | Website: psdf.org.pk

## 2. Instruction to Bidders

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

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

## 3. Conditions for Eligibility (Mandatory Requirement)

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

1. Must be an Active Taxpayer as per “Active Taxpayer List” of FBR and provide General Sales Tax (GST)/ Provincial Sales Tax (PST). (Please attach proof to ascertain as active taxpayer in FBR and proof for registration in PRA (if applicable).



2. Affidavit on stamp paper, declaring that the firm/company is not blacklisted by any autonomous body/government/semi-government or any organization. (Please attach copy of Affidavit on stamp paper of Rs 100 on e-tender declaring that the firm/company is not blacklisted, and original affidavit must be delivered to PSDF office as per the mentioned address before the closing date and time of the bid.)
3. Evidence of the bidding firm/company's registration/Incorporation is required. (Please attach Copy of certificate of incorporation/company registration certificate/firm registration certificate.)

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

#### **4. Scope of Work**

Provisioning, Installation, and Commissioning of Learning Management System (LMS) with software/hardware requirements/specifications and quantities mentioned in **Annex-D**.

1. PSDF IT department shall inspect and check the Provisioning, Installation, and Commissioning of the Learning Management System (LMS) supplied at the time of the delivery.
2. The bidder shall provide Free of Cost (FOC) Support & Services during the contract period.
3. The bidder shall provide training to all people who will manage the Learning Management System (LMS) administratively.
4. The bidder shall provide the content cleansing, compression, and required uploading of the content.
5. The bidder shall provide technical training to IT Infrastructure staff for basic troubleshooting.
6. Software and Database backup and recovery will be the responsibility of the bidder.
7. Bidder shall provide Malware/Phishing/Trojan horse to protect data integrity.
8. The bidder must provide a fully secured environment for the content of PSDF.
9. The bidder is also responsible for up and seamless running of the solution with 95.6% uptime assurance.
10. The bidder shall provide a Learning Management System (LMS) platform that can be scalable up to 5,000 concurrent users at any time as per requirement.
11. Cloud-based resources may be added/provisioned gradually keeping in view the load on servers and incremental addition of trainees/users/participants.
12. UAT and its signoff of the Learning Management System (LMS) installed and configured as per requirements.
13. Bidder will provide basic operations and troubleshooting documents of the commissioned Solution.

14. Bidder shall review the existing LMS processes and reports that shall be replicated in the proposed LMS.
15. The bidder will submit complete specifications of the required Provisioning, Installation, and commissioning of a Learning Management System (LMS) with pictures and complete specifications and compliance with requirements/specifications/deliverables required (as per Annex D) in the technical proposal for approval of PSDF.
16. Compliance with the following Support SLA. The bidder shall provide Support SLA Matrix with Diagram and contact details.
17. The total quantity of Provisioning, Installation, and Commissioning of the Learning Management System (LMS) required is mentioned in Annex-D, however, PSDF may increase or decrease the quantity required at the time of signing the contract.

## 5. Condition for Contract /General Guidelines

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

- a) PSDF reserves the right to award or not to award this contract, bidders who fail to submit complete and attach all the relevant documents shall be disqualified.
- b) PSDF shall enter a formal contract with the successful bidder only and reserves the right to terminate the contract if the performance of the Bidder is unsatisfactory.
- c) Bidders to ensure that their bid documents are submitted online through E-tendering portal by or before the closing date and time.
- d) All documents and information received by PSDF from bidders will be treated strictly confidential.
- e) All expenses related to participation in this bidding process shall be borne by the bidder.
- f) PSDF reserves the right to request submission of additional information from applicants to clarify/further understand aspects of the technical proposal if required. PSDF also reserves the right to verify any information provided by the applicants.
- g) PSDF has the right to visit business premises to verify the information shared in tender documents. Bidder presenting information intentionally incorrectly or fraudulently will be disqualified.
- h) The competent authority may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. PSDF shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals but shall not be required to justify those grounds.
- i) Clarifications/ queries may be requested by **August 16, 2023**, before **18:00 hours** through message box option of E-tendering portal and no response shall be given if not requested through the message box of E-tendering portal.
- j) **Bidders are invited for demonstration of Learning Management Solution (LMS) on August 17, 2023. Those bidders who are interested to participate in the bidding process, they are requested**

**to apply on the e tender portal through message box by August 15, 2023, till 18:00 hours, so that formal request could be sent to them for demonstration of LMS Solution. It is mandatory to book a slot for presentation before submitting the bid otherwise, failure to do so will result in rejection of their bid. Hence bidder will be disqualification as this is the mandatory criteria.**

- k) Punjab Procurement Rules, 2014 will be applicable for this procurement.
- l) Joint venture of any kind is not allowed to participate in the bid.
- m) Although adequate thought has been given in the drafting of this document, errors such as typos may occur which the PSDF will not be responsible.

## **6. Form of Contract**

- a. The successful bidder shall sign and execute the standard contract of PSDF (tentative Draft attached as annex - I) including any general conditions on the terms and conditions specified therein. Any amendment to the standard contract shall be made with the mutual consent of both parties.
- b. The successful bidder shall sign a contract and shall provide the agreed services within the stipulated time agreed in the contract.
- c. The duration of the contract shall be one year, however, it can be extendable for another term with the mutual consent of both the parties.
- d. If PSDF cancel the contract during the contract period, a notice period of 1 month shall apply.
- e. In case of any dispute arises regarding the services, the decision of the PSDF shall be considered final & binding.
- f. Failure to comply with any terms and conditions in the tender document and contract given out to the successful bidder could incur imposition of penalties as spelled out later in the contract.
- g. All taxes will be deducted in accordance with the applicable laws.
- h. The bid shall remain valid for the period of **120 days** from the date of bid opening.
- i. It shall be responsibility of the company/firm to ensure that all the requirements of the Govt. of Pakistan are met while providing these services/licenses and pay all duties & taxes as per the applicable laws.
- j. PSDF may make the payment using local LC or against bank guarantee of equal amount furnished by the successful company/firm. The final terms will be decided at the time of the signing the contract.

## **7. Form of Bid**

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

## 8. Delivery Timelines or Completion Date

Unless agreed otherwise, the successful bidder will ensure the successful deployment of LMS for PSDF within 21 calendar days after signing of the contract and monthly services will be rendered for the period of 9 months.

- If the bidder fails to meet delivery timelines and PSDF gets delayed from the actual delivery dates. PSDF is liable to forfeit the performance guarantee of the bidder provided at the time of signing of the contract.

## 9. Performance Guarantee

The successful bidder will submit a performance guarantee in the form of pay-order or bank guarantee or demand draft or Call Deposit Receipt (CDR) of 5% of the overall contract value of the contract which will be returned after the successful completion of the contract.

## 10. Technical Evaluation Criteria

The technical proposal of eligible organizations will be evaluated against requirements specified in the in “Annex – E”.

## 11. Financial Evaluation Criteria

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

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

Complete bid containing the Technical (Technical Envelopes) and Financial (Commercial Envelope), with all required information, documentary evidence, and annexures must be submitted on the e-tendering portal before closing dated i.e., **August 21, 2023, at 03:00 PM**. Technical proposals shall be publicly opened on the same day **August 21, 2023, at 03:30 PM** in the presence of bidder’s representatives who wish to attend it. Bids submitted through E-Tender shall be accepted, **whereas by-hand/hard copies submission is not allowed and shall be rejected**.

### a. Bid Security

Bid Security of **0.5%** (Rs. 30,000) of estimated cost in the form of a pay-order or demand draft or bank guarantee favouring Punjab Skills Development Fund shall reach to PSDF, **Procurement Department on 21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore – Pakistan** before the opening of the bid (Please mention the title of the procurement on envelope). If original bid security is not delivered before the opening of the bid, the bidder shall be disqualified for further proceeding. **The Bid Security should be valid for a period not less than 6 months and a scanned copy must be attached in the financial envelope of the e-tendering portal**. Bid Security of disqualified bidders will be returned after awarding the business to the successful bidder on request.



**b. Cover Letter for the Submission of Technical Proposal**

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

**Annexures**

**Annex – A Organizational Information**

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

**Annex – B Eligibility Response Checklist**

Eligibility Check List				
Sr. No	Eligibility Criteria Details	Response/Elaboration/ Proof Required	Attached Supporting Documents/Proof and mark Yes/No	
			Yes	No
1	Must be an Active Taxpayer as per “Active Taxpayer List” of FBR and provide General Sales Tax (GST)/ Provincial Sales Tax (PST).	(Please attach proof to ascertain as active taxpayer in FBR and proof for registration in PRA (if applicable).	<input type="checkbox"/>	<input type="checkbox"/>
2	Affidavit on stamp paper, declaring that the firm/company is not blacklisted by any autonomous body/government/semi-government or any organization.	(Please attach copy of Affidavit on stamp paper of Rs 100 on e-tender declaring that the firm/company is not blacklisted, and original affidavit must be delivered to PSDF office as per the mentioned address before the closing date and time of the bid.)	<input type="checkbox"/>	<input type="checkbox"/>
3	Evidence of the bidding firm/company’s registration/Incorporation is required.	(Please attach Copy of certificate of incorporation/company registration certificate/firm registration certificate.)	<input type="checkbox"/>	<input type="checkbox"/>



**Annex – C Relevant Experience**

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

## **Annex – D (Specifications)**

The features required in the Learning Management System (LMS) are elaborated below:

The Learning Management System (LMS) should be Moodle or equivalent and completely web-based solution that must have a capacity of 1300 concurrent users and the features to manage the users, upload & manage new courses, assess the learning curve of the participants, provide certificates, and the data of all the trainees/users/participants who register for the courses.

### **Software Requirements:**

#### **a) Course Management:**

- The LMS must have a module to upload/curate courses for PSDF when required.
- The module must allow for the deletion of old or existing courses / content with rights for the administrator only.
- The format of the course must be multi-dimensional, offering the administrator the possibility to upload videos, quizzes, assignments, reading material, video transcripts, etc.
- Course completion will be mandated upon successful video/content watching as well as successful completion of quizzes/assignments/reading material/test. The LMS must ensure that learning methodology is maintained.
- This feature should guide the administrator to track the progress of the training and enable them to assess their performance.
- The front end of the LMS should also be editable, and the administrator must be able to upload the details of the course, its duration, training topics, methodology etc.

#### **b) User Management:**

- The LMS must also have a user management module that allows the assignment of rights by the administrator to different users.
- The LMS must allow for the creation of different roles for different users.
- The LMS must be designed to allow users to register.
- The users should register with their email and login to the LMS for taking the courses.
- 1300 concurrent users will be using the LMS platform.

#### **c) Analytics & Reporting:**

- The LMS should report all the analytics related to who took the course, what was the learning curve, login and course-taking duration of the participants.
- The analysis must also comprise the attendance of the trainees/users/participants, at the time of login, logout, and leaving the course.
- Analytics reporting by course/timelines/individual and batch.

**d) Issuance of Certificate:**

- After successful completion of the training course, a certificate must be automatically issued to participants who fulfil the completion criteria.
- The criteria for issuing the certificates are course completion, with a certain threshold.
- The certificate issued must be as per the given design by PSDF.

**e) Design Layout & Mobile Application:**

- The design of the proposed solution must include all PSDF brand guidelines and logo placement. The font, design color themes, logo placement and language must all be approved by PSDF and must be in adherence to PSDF's corporate brand.
- The layout and theme of the LMS must be responsive across all devices, browsers, and be user-friendly for our target audience.
- Participants must be able to easily navigate and complete the course.
- The proposed LMS must have an Android and IOS applications configured with LMS for PSDF.

**f) Content Security:**

- Data Security will be the responsibility of the vendor and he will have to sign a Non-Disclosure Agreement (NDA) with PSDF.
- All of PSDF's training content must remain proprietary to PSDF. Bidder would not be allowed to share or use PSDF's created training content for their own use.

**g) Solution Demonstration**

- The bidder must demonstrate a complete solution of the LMS during the technical evaluation of the bid. The demonstration of the solution will be evaluated on the following criteria:

Sr#.	System Requirement	Proposed Solution Fulfilment
1.	The system allows for the modification of the design of the LMS. The proposed solution must include all PSDF brand guidelines and logo placement. The font, design colour themes, logo placement, and language must all be approved by PSDF and must be in adherence to PSDF's corporate brand.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	The LMS must also have a user management module that allows the assignment of rights by the administrator to different users for different roles.	<input type="checkbox"/> Yes <input type="checkbox"/> No

3.	The proposed LMS must have Android and IOS applications configured with LMS for PSDF.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	The LMS must allow for the issuance of certificates after the completion of training. The certificate issued must be as per the given design by PSDF.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	The LMS must ensure Data Security for PSDF-developed training content. This will be the responsibility of the vendor and he will have to sign a Non-Disclosure Agreement (NDA) with PSDF.	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	The solution must ensure Software and Database backup and recovery	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.	The Solution must include Video Content Delivery Network (CDN) to ensure content security	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.	The Solution must include the template policies and procedures for using the LMS	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.	The solution must also include documentation and manuals of the LMS	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.	The bidder shall provide Free of Cost (FOC) Support & Services during the contract period	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Note:**

**If the Solution Demonstration does not fulfil any one of the above-mentioned criteria, the bidder will not be qualified for technical evaluation and hence be declared disqualified.**

**h) Key Deliverables**

The Bidder is responsible to produce and submit the following key deliverables:

- Access to the fully operational LMS.
- Provide the LMS documentation and manuals.
- Provide the Learner data as described in Analytics & Reporting.
- Provide the template policies and procedures for using the LMS.
- Video Content Delivery Network (CDN) Slabs
- Provide the root access of both Virtual Private Server (VPS).
- Provide the source code of the LMS.

- Android and IOS applications.
- Capacity of 1300 concurrent users may increase at any time.
- Ensure user / learner data integrity and security. The bidder must ensure that all data is the property of PSDF and bidder will not share / make public in any case.



**Annex – E Technical Evaluation Criteria**

Technical Evaluation Criteria				
S. No.	Descriptions	Total Points	Category Points	Remarks (Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded)
<b>1</b>	<b>Relevant Experience</b>	<b>15</b>		Documentary proof (copies of contract or Purchase Orders) should be furnished. If no valid attachment is provided in section 1.2.2 (e-tender) then no marks will be awarded for this section.
	Providing Learning Management System (LMS) for more than 10 years as per <b>Annex - D</b>		15	
	Providing Learning Management Solution (LMS), more than 8 years but less than or equal to 10 years as per <b>Annex - D</b>		10	
	Providing Learning Management Solution (LMS), equal to 5 years but less than or equal to 8 years as per <b>Annex - D</b>		5	
<b>2</b>	<b>Client Portfolio</b>	<b>10</b>		Documentary proof (copies of contract or Purchase Orders) should be furnished. If no valid attachment is provided in section 1.3.2 (e-tender) then no marks will be awarded for this section.
	Worked with more than 15 local/international clients.		10	
	Worked with more than 10 but less than or equal to 15 local/international clients.		7	
	Worked with 6 but less than or equal to 10 local/international clients.		5	
<b>3</b>	<b>Financial Capability/Annual Turn Over/Sales/Revenue</b>	<b>10</b>		Copy of 21-22/22-23 financial audit report done by ICAP/SBP registered auditing firm or Annual tax return of 21-22/22-23. If no valid attachment is provided in section 1.4.2 (e-tender) then no marks will be awarded for this section.
	Annual Turn Over/Revenue of organization more than PKR 15 million.		10	
	Annual Turn Over/Revenue of organization, If more than PKR 10 million but less than or equal to PKR 15 million.		8	
	Annual Turn Over/Revenue of organization, If more than or equal to PKR 5 million but less than or equal to PKR 10 million.		5	

<b>4</b>	<b>Handling of Concurrent Users for Learning Management System (LMS)</b>	<b>15</b>		Documentary proof (copies of contract or Purchase Orders or client performance satisfaction letter) should be furnished. If no valid attachment is provided in section 1.5.2 (e-tender) then no marks will be awarded for this section.
	More than or equal to 5000 Concurrent Users		15	
	More than or equal to 3000 but less than 5000 Concurrent Users		10	
	More than or equal to 2000 but less than 3000 Concurrent Users		5	
<b>5</b>	<b>Demonstration of Learning Management System (LMS)</b>	<b>40</b>		Marks will be awarded according to the Demonstration of LMS as per <b>Annex-D (g) Solution Demonstration</b> . This criterion is mandatory to qualify, otherwise the technical evaluation of the bidder will not be carried out. Please refer to the “ <b>clause 5 (J) Condition for Contract/ General Guidelines</b> ” to book the slot for presentation.
	Successfully passes the Solution Demonstration Criteria		40	
<b>6</b>	<b>The Firm/Company Support Office in Lahore</b>	<b>10</b>		Documentary details of the office address should be provided on firm/company letterhead. If no valid attachment is provided in section 1.7.1 then no marks will be awarded for this section.
	The Firm/Company Support Office in Lahore.		10	
<b>Total Points Awarded</b>		<b>100</b>		

Minimum passing marks for technical qualification are 65. Financial bid will be opened for technically qualified bidders.

**Annex – F Financial Proposal**

SR #	Description	QTY	Unit Cost Inclusive of Taxes (USD)	Total Cost Inclusive of Taxes (USD)
*A	Virtual Private Server (9 Months)	2		
*B	Video Content Delivery Network (CDN) with Slabs per user (9 Months)	1		
*C	Provisioning, Installation and Commissioning of Learning Management System (LMS Ontime Cost)	1		
Total Cost = (*A + *B * 9 months + *C one time cost) (2.2.1 of E-tender)				

**\*Please mention Tax% in comments section of commercial envelope of e-tender portal.**

**Note: -**

- Business shall be awarded based on the Least Cost Selection Method (Total cost = (\*A+\*B \*9months + \*C on time cost) as stated in the above table.
- Monthly, service duration will be 9 months and provisioning, Installation and Commissioning of Learning Management System (LMS Ontime) will be completed in 21 days.
- PSDF reserve the rights to increase or decrease the duration of monthly service duration.
- As per actual usage of CDN Monthly Recurring Charges (MRC) shall be made in PKR after applying the TT selling rates of State Bank of Pakistan.
- All the payments shall be made after deduction of all applicable taxes.

**Payment Penalties:**

The PSDF is applicable to implementing payment penalties in the following events:

- LMS goes offline and the issue is not resolved within 24 hours.
- If the bidder failed to provide 95.6% servers uptime assurance.

PSDF will be liable to impose a 2% penalty on the monthly invoice for each of the above-mentioned instance's occurrences or both.

- Loss of PSDF data from servers
- Misuse of PSDF's trainees' data
- Misuse of PSDF's proprietary content

## Annex – G Declaration

### Declaration

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

I, \_\_\_\_\_ hereby declare that:

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

<b>Name</b>	
<b>Designation</b>	
<b>Signature</b>	
<b>Date and Place</b>	

**Annex – H Cover Letter**

[Firm letterhead]

[Date]

To

Chief Executive Officer

[Address mentioned in Guidelines]

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

Dear Sir,

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

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

Thank you.

Yours sincerely,

Signature

Name and title of signatory:

**Annex – I Tentative Draft Contract**

**DATED AUGUST 2023**

**AGREEMENT FOR HIRING OF A COMPANY/FIRM TO PROVIDE LEARNING  
MANAGEMENT SOLUTION (LMS)**

**BETWEEN**

**Punjab Skills Development Fund**

**AND**

**[Add]**

**THIS AGREEMENT** is made at Lahore, Pakistan this \_\_\_ day of August 2023:

**Between**

**PUNJAB SKILLS DEVELOPMENT FUND**, a company incorporated under the Companies Act 2017, having its office at 21-A, H Block, Dr. Mateen Fatima Road, Gulberg II, Lahore (hereinafter referred to as “**PSDF**” which expression shall, wherever the context so requires or permits, include its successors and assigns);

**And**

[Details of the Company/Firm] (hereinafter referred to as “**Company**” which expression shall, wherever the context so requires or permits, include its successors and assigns);

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

**Whereas**, PSDF is a not-for-profit company established by the Government of Punjab to provide quality skills and vocational training opportunities to the underprivileged segment of the population in order to improve their livelihood prospects. In this regard PSDF desires to engage the Company in order to procure services of the Company to provide learning management solution (LMS) as envisaged herein this Agreement (“**Services**”).

**And Whereas**, the Company is desirous of providing the aforesaid Services and submitted its proposal/bid on [add] and the proposal/bid has been deemed successful for awarding of this Agreement.

**And Whereas**, the Company has agreed to offer and PSDF has agreed to procure the envisaged Services on the terms and conditions set out herein below.

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



## 1. RECITALS

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

## 2. Scope of Work

- 2.1. Company agrees to provide the Services in accordance with the specifications of the Learning Management System (the “LMS”) detailed in **Appendix A** subject to negotiations in accordance with the PPRA Rules 2014.
- 2.2. Company further agrees to provide all related services and goods that may be required by PSDF at any time during the term of this Agreement.

## 3. Term & Payment

- 3.1 This Agreement shall come into force on the [add] its duration shall be [add].
- 3.2 PSDF may extend the duration of this Agreement for another term with the mutual consent of both the Parties, on the same terms and conditions.
- 3.3 Time is of the essence in this Agreement and, whenever a date or time is set forth in this Agreement, the same has entered into and formed a part of the consideration for this Agreement. In case of any sort of delay in the performance by the Company, PSDF shall be entitled to deduct [●] of the total contract price per day till such delay continues as per the deliverables.
- 3.4 In consideration of the satisfactory provision of Services and related services, PSDF shall pay an amount (inclusive of all applicable taxes & out of pocket expenses) of PKR [add].
- 3.5 All payments made hereunder shall be made subject to applicable tax deductions.

## 4. Performance Guarantee

- 4.1. Company shall submit a Performance Guarantee form of pay-order or bank guarantee or demand draft or Call Deposit Receipt (CDR) as is acceptable by PSDF) equal to the amount of [add] of the total value of this Agreement at the time of signing of this Agreement. The Company shall ensure that the Performance Guarantee is valid and enforceable for the duration of this Agreement.
- 4.2. The Performance Guarantee shall be returned after the successful completion of this Agreement.

## 5. Obligations

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

- 4.2. Company shall exercise reasonable care and due diligence in the performance of all obligations arising out of or in relation to this Agreement.
- 4.3. Company shall carry out all activities under this Agreement with the highest standards of quality, professional and ethical competency and integrity.
- 4.4. Company shall ensure that the Services provided pursuant to the Agreement are up to the standards as communicated by PSDF and PSDF has the right to request changes to the deliverables and Services provided by the Company to ensure that the Services are as per the requirement and expectation of PSDF.
- 4.5. Company shall ensure that the Services and all related goods provided as part of the services are of the best quality and comply with the specifications communicated by PSDF to the Company and as laid down in Annexure A.
- 4.6. Company shall retain and maintain all records related to the Agreement during the life of the Agreement and five (05) years after the expiry of this Agreement.
- 4.7. Company shall provide professional, objective, and impartial services, at all times holding PSDF's interests paramount.
- 4.8. Company shall ensure that the professional staff required for performing the Services and fulfilling its obligations under this Agreement is available at all times.
- 4.9. Company shall comply with the Business Rules, Monitoring Rules and all other rules of PSDF in providing the Services.

## **6. Warranties and Representations**

### **5.1. Company' warranties and representations**

- 5.1.1. Company warrants and represents that it has submitted Performance Guarantee of five per cent (5%) of the total value of this Agreement as stipulated herein.
- 5.1.2. Company warrants and represents that it has submitted the Bid Security of (0.5%) of the total value of this Agreement as stipulated herein.
- 5.1.3. Company warrants and represents that it has the legal right and capacity to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized and no proceedings on part of any person are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.
- 5.1.4. Company is legally entitled, validly existing and carrying on its business under the laws of Pakistan and complies with the eligibility criteria set out in the expression of interest and the request for proposal document.
- 5.1.5. Company warrants and represents that it has the required professional skills, knowledge, expertise technical and financial resources required for the purposes of providing the Services and related services and carrying out all related activities in relation to this Agreement.

- 5.1.6. Company warrants and represents that it shall comply with any alteration or replacement requests made by PSDF to ensure that the Services and are up to the standards and expectations of PSDF, at no additional cost to PSDF.
- 5.1.7. Company warrants and represents that the Services and the goods provided in connection with the Services are free from defects and up to or exceeding industry standards, the quality and fitness for which shall be determined by PSDF.
- 5.1.8. Company warrants and represents that it has the requisite experience of providing the Services and the requisite goods required in connection with the Services.
- 5.1.9. Company warrants and represents that it shall be legally responsible for all acts of its employees, sub-contractors, independent contractors etc. providing the Services.
- 5.1.10. The execution and performance of this Agreement does not constitute a violation of any applicable laws of Pakistan and/or any agreement/understandings to which any or each of the said Parties are bound by.
- 5.1.11. Company warrants that it possesses all requisite licenses, qualifications, certifications, registrations, regulatory approvals etc. for entering into, and performing its obligations under this Agreement.
- 5.1.12. Company warrants and represents that there are no proceedings pending, or threatened, (i) for its dissolution or bankruptcy or (ii) that could adversely affect the performance of its respective obligations under this Agreement or the transaction contemplated hereby.
- 5.1.13. Company warrants and represents that it shall provide professional, objective and impartial services and at all time hold PSDF's interests' paramount, strictly avoid conflicts with other assignments or its own corporate interests and act without any consideration of future work.
- 5.1.14. Company warrants that it shall perform its obligations with all due diligence and efficiency and to the satisfaction of PSDF and shall exercise such skill and care in performance of the same in accordance with the best professional techniques, standards and practices in the training industry in engagements of similar scope, complexity and duration.
- 5.1.15. This Agreement and all documents to be executed by Company and to be delivered to PSDF are/shall be duly authorized, registered, executed and delivered, and are/shall be legal, valid, and binding obligations of the Company.

## 5.2. PSDF's warranties and representations

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

## **7. Indemnities and Liabilities of the Company**

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

## **8. Indemnities and Liabilities of PSDF**

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

## **9. Events of Default and Termination**

- 8.1. The following events shall each constitute an "Event of Default" by Company and PSDF upon such Event of Default shall be entitled to forthwith terminate this Agreement:
  - 8.1.1. If the Company fails to timely complete the Services or fails to provide the deliverables within the stipulated timeframes.
  - 8.1.2. If the Company fails to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interest of PSDF, or that may reasonably be perceived as having such effect.
  - 8.1.3. If the Company violates or breaches, or materially fails to fully and completely observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Agreement and does not cure such violation, breach or failure within thirty (30) days after PSDF gives the Company written notice of such violation, breach or failure, or, if such violation, breach or failure can be cured but not

within thirty (30) days with the use of diligent efforts, if the Company does not commence to cure such violation, breach or failure within such thirty (30) day period.

8.1.4. If the Services and the goods provided do not conform to any requirements of PSDF and subject to the same being informed to Company in writing the same is not replaced and/or rectified within [•] of such intimation and/or notification.

8.2. PSDF reserves the right to terminate the Agreement, in whole or in part, at any point in time without assigning any reasons whatsoever with a one-month notice.

## **10. Entire Agreement**

This Agreement, together with the Appendices A and B constitutes the entire agreement and understanding of the parties with respect to its object and supersedes and cancels any prior representation, commitment, undertaking or agreement between the parties, whether oral or written, with respect to or in connection with any of the matters or things to which such Agreement applies or refers.

## **11. Record**

Company shall retain all the record and working papers including monthly/quarterly reports, contracts, policies/ procedures invoices, receipts and other documentary evidence in connection with the execution of this Agreement for a period of five years after the termination of this Agreement.

## **12. Assignment and Sub-contracting**

12.1 Company shall not assign, transfer or in any other way alienate any of its rights or obligations under this Agreement whether in whole or in part without the prior written consent of PSDF.

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

## **13. Confidentiality**

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

- a) Is or becomes public other than through a breach of this Agreement;
- b) Is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
- c) Was known to the recipient at the time of disclosure or is thereafter created independently;

- d) Is disclosed as necessary to enforce the recipient’s rights under this Agreement; or
- e) Must be disclosed under applicable law, legal process or professional regulations.

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

**14. Blacklisting**

14.1. After signing the Agreement, if Company is unable to fulfil its obligations and/or abandons the project without any cogent reason and/or commits fraud or corruption, harassment or discrimination, the Company may be blacklisted by PSDF and may be prohibited from participating in any PSDF funded schemes in the future.

**15. Force Majeure**

15.1. Any event or circumstances beyond the reasonable control of a Party and unavoidable by the affected Party by exercise of due care shall be deemed as an ‘event of Force Majeure’. This shall include, but not be limited to, earthquakes, tsunamis, fire, explosion, terrorism, storm, flood, lightening, war and hostilities.

15.2. If either party is affected by Force Majeure it shall forthwith notify the other party of the nature and extent thereof.

15.3. Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations under this Agreement to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

**16. Notices**

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

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

**16.3. Addresses:**

<b>PSDF</b>	<b>Company</b>
21-A, H Block, Dr. Mateen Fatima Road, Gulberg II, Lahore	-

## **17. Severability**

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

## **18. Variations**

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

## **19. Intellectual Property and Data Protection**

19.1 All Services and goods provided by the Company for the purposes of this Agreement shall be considered to be commissioned works provided during the course of this Agreement for PSDF and shall be the intellectual property of PSDF and the Company shall not be a joint owner of any of the materials produced.

19.2 The Company may use the intellectual property of PSDF only for the purpose of this Agreement, with the express, written consent of PSDF. However, it may not sub-license the intellectual property to any other entity or persons nor shall the Company share the works with any third party during or after the term of this Agreement.

19.3 The Company shall in no event make use of any Intellectual Property right of PSDF including trademark, copyright, logo, patent and design or any other material without prior written approval of PSDF. The Company shall in no event represent itself as owner or licensee or assignee of the said intellectual property rights.

19.4 All data provided by PSDF to the Company shall at all times remain the property of PSDF. The Company shall not disclose any part of the data to any third party, unless as permitted under this Agreement and the Company shall ensure that it complies with all applicable data protection laws while dealing with the data. All data and Confidential Information provided by PSDF to the Company under this Agreement shall be immediately returned or destroyed upon the termination of this Agreement, or as instructed by PSDF. PSDF shall have the right to immediately terminate this Agreement and claim any damages in the case of any default of this Clause 19 by the Company.

## **20. Counterparts**

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

## **21. Amendments**

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

## **22. Arbitration and Governing law**

22.1. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Pakistan and the Parties consent and submit to the jurisdiction and service of process to the courts in Lahore.

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

22.3. The Parties agree that in all other disputes, differences and questions in respect of any matter under this Agreement, whether during the term of this Agreement, or any renewals thereof, or after the expiry of this Agreement, arising between them may be referred to arbitration as stipulated in the Arbitration Act 1940.

## **23. Harassment**

The Company is expected to treat all persons with whom it interacts or whom it engages for the purpose of providing the Services, with respect and dignity. No worker shall be subjected to corporal punishment, abuse of power, threats, violence, intimidation, or harassment of any kind under the applicable laws.

## **24. Discrimination**

In the process of providing the Services, the Company 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.

## **25. Anti-Bribery and Anti-Corruption**

25.1 The Company shall ensure that the Company, the Company's personnel and any other person responsible for providing and performing the Services are in compliance with all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the term of this Agreement.

25.2 PSDF shall have the right to terminate this Agreement if the Company breaches this Clause 25.



**26. Waiver**

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement, nor time or other indulgence granted by one Party to the other, shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

**In witness thereof**, each Party has executed and delivered this Agreement as a deed on the date, which first appears above.

**PSDF**

**Company**


Witnesses:

1.

2.

## Appendix A

### Scope of Services

#### 1. Scope of Work:

- a. The Company shall provide Provisioning, Installation, and Commissioning of Learning Management System (LMS) with software/hardware requirements/specifications and quantities as specified in the Scope of Work, in accordance with the following conditions:
  - PSDF IT department shall inspect and check the Provisioning, Installation, and Commissioning of the Learning Management System (LMS) supplied at the time of the delivery.
  - The Company shall provide Free of Cost (FOC) Support & Services during the contract period.
  - The Company shall provide training to all people who will manage the Learning Management System (LMS) administratively.
  - The Company shall provide the content cleansing, compression, and required uploading of the content.
  - The Company shall provide technical training to IT Infrastructure staff for basic troubleshooting.
  - Software and Database backup and recovery will be the responsibility of the Company.
  - The Company shall provide Malware/Phishing/Trojan horse to protect data integrity.
  - The Company must provide a fully secured environment for the content of PSDF.
  - The Company is also responsible for up and seamless running of the solution with 95.6% uptime assurance.
  - The Company shall provide a Learning Management System (LMS) platform that can be scalable up to 5,000 concurrent users at any time as per requirement.
  - Cloud-based resources may be added/provisioned gradually keeping in view the load on servers and incremental addition of trainees/users/participants.
  - UAT and its signoff of the Learning Management System (LMS) installed and configured as per requirements.
  - The Company will provide basic operations and troubleshooting documents of the commissioned solution.
  - The Company shall review the existing LMS processes and reports that shall be replicated in the proposed LMS.
  - The Company will submit complete specifications of the required Provisioning, Installation, and commissioning of a Learning Management System (LMS) with pictures and complete specifications and compliance with requirements/specifications/deliverables required (as per this Annexure A) for approval of PSDF before the commencement of the Services or as communicated by PSDF.
  - Compliance with the following Support SLA. The Company shall provide Support SLA Matrix with Diagram and contact details.
  - PSDF may increase or decrease the quantity required as per PSDF requirements.

**b. Specifications:**

The features required in the Learning Management System (LMS) are elaborated below:

The Learning Management System (LMS) should be Moodle or equivalent and completely web-based solution that must have a capacity of 1300 concurrent users and the features to manage the users, upload & manage new courses, assess the learning curve of the participants, provide certificates, and the data of all the trainees/users/participants who register for the courses.

**Software Requirements:**

**a) Course Management:**

- The LMS must have a module to upload/curate courses for PSDF when required.
- The module must allow for the deletion of old or existing courses / content with rights for the administrator only.
- The format of the course must be multi-dimensional, offering the administrator the possibility to upload videos, quizzes, assignments, reading material, video transcripts, etc.
- Course completion will be mandated upon successful video/content watching as well as successful completion of quizzes/assignments/reading material/test. The LMS must ensure that learning methodology is maintained.
- This feature should guide the administrator to track the progress of the training and enable them to assess their performance.
- The front end of the LMS should also be editable, and the administrator must be able to upload the details of the course, its duration, training topics, methodology etc.

**b) User Management:**

- The LMS must also have a user management module that allows the assignment of rights by the administrator to different users.
- The LMS must allow for the creation of different roles for different users.
- The LMS must be designed to allow users to register.
- The users should register with their email and login to the LMS for taking the courses.
- 1300 concurrent users will be using the LMS platform.

**c) Analytics & Reporting:**

- The LMS should report all the analytics related to who took the course, what

was the learning curve, login and course-taking duration of the participants.

- The analysis must also comprise the attendance of the trainees/users/participants, at the time of login, logout, and leaving the course.
- Analytics reporting by course/timelines/individual and batch.

**d) Issuance of Certificate:**

- After successful completion of the training course, a certificate must be automatically issued to participants who fulfil the completion criteria.
- The criteria for issuing the certificates are course completion, with a certain threshold.
- The certificate issued must be as per the given design by PSDF.

**e) Design Layout & Mobile Application:**

- The design of the proposed solution must include all PSDF brand guidelines and logo placement. The font, design color themes, logo placement and language must all be approved by PSDF and must be in adherence to PSDF's corporate brand.
- The layout and theme of the LMS must be responsive across all devices, browsers, and be user-friendly for our target audience.
- Participants must be able to easily navigate and complete the course.
- The proposed LMS must have an Android and IOS applications configured with LMS for PSDF.

**f) Content Security:**

- Data Security will be the responsibility of the Company and they will have to sign a Non-Disclosure Agreement (NDA) with PSDF.
- All of PSDF's training content must remain proprietary to PSDF. The Company would not be allowed to share or use PSDF's created training content for their own use.

**g) Key Deliverables**

The Company is responsible to produce and submit the following key deliverables:

- Access to the fully operational LMS.
- Provide the LMS documentation and manuals.
- Provide the Learner data as described in Analytics & Reporting.
- Provide the template policies and procedures for using the LMS.
- Video Content Delivery Network (CDN) Slabs

- Provide the root access of both Virtual Private Server (VPS).
- Provide the source code of the LMS.
- Android and IOS applications.
- Capacity of 1300 concurrent users may increase at any time.
- Ensure user / learner data integrity and security. The Company must ensure that all data is the property of PSDF and the Company will not share / make public in any case.

## Appendix B

### Payment Terms

- i. The Total Contract value is PKR [add].
- ii. Monthly, service duration will be 9 months and provisioning, Installation and Commissioning of Learning Management System (LMS Ontime) will be completed in 21 days.
- iii. PSDF reserve the rights to increase or decrease the duration of monthly service duration.
- iv. As per actual usage of CDN Monthly Recurring Charges (MRC) shall be made in PKR after applying the 'TT' selling rates of State Bank of Pakistan.
- v. PSDF is applicable to implementing payment penalties in the following events:
  - a. LMS goes offline and the issue is not resolved within 24 hours.
  - b. If the Company failed to provide 95.6% servers uptime assurance.
  - c. PSDF will be liable to impose a 2% penalty on the monthly invoice for each of the above-mentioned instance's occurrences or both.
  - d. Loss of PSDF data from servers
  - e. Misuse of PSDF's trainees' data
  - f. Misuse of PSDF's proprietary content
- vi. The following penalties may be imposed on the Company:
  - \_\_% penalty shall be imposed on monthly invoice value of Company in case of non-compliance.

#### Payment Terms:

- i. Upon successful performance of the Services as mentioned above, payment shall be made once the services have been approved by the PSDF user department.
- ii. Payment will be made on a monthly basis within thirty (30) days after the submission of invoice and acceptance of the Services by the relevant department.

All the payments shall be made in PKR after the deduction of all applicable taxes