

NATIONAL BIDDING DOCUMENT

HIRING OF TRAINING SERVICE PROVIDERS FOR INDUSTRIAL TRAINING PROGRAM 2023-24 (MAHIR)

(Single Stage Two Envelop Procedure)

(National Competitive Bidding)

October, 2023



Punjab Skills Development Fund (PSDF)

Submission Date for e-Bids: October 24, 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

Contents

SECTION I-INVITATION TO BIDS	3
SECTION II: INSTRUCTIONS TO BIDDERS (ITBs)	5
SECTION III: BID DATA SHEET	11
SECTION IV: SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS	19
a) Technical Specifications / Scope of Work.....	19
b) Detail of Technical Specifications.....	22
c) Schedule of Requirements / Training Plan.....	25
SECTION V: TECHNICAL EVALUATION	26
SECTION VI: STANDARD FORMS	29
Letter of Bid – Technical Proposal.....	30
Technical Proposal Forms	31
Letter of Bid – Financial Proposal.....	34
Bidder Information (Profile) Form	35
Financial Bid Form / Price Schedule.....	36
Form of Bid-Securing Declaration	38
Affidavit	39
SECTION VII: CONTRACT FORMS	40
Tentative Draft Contract	42

SECTION I-INVITATION TO BIDS

Punjab Skills Development Fund



Tender No: PSDF/IPT23-24/IN/09/23

Hiring of Training Service Providers For Industrial Training Program 2023-24 (MAHIR)

Date: October 06, 2023

1. The PSDF invites e-bids from eligible Training Service Providers for Industrial Training Program 2023-2024 (MAHIR).
2. Only those bidders shall be evaluated who shall pay the annual registration fee for e-tender and per class fee as per the mechanism mentioned in the bidding document.
3. The bidding shall be conducted in line with the Single Stage Two Envelope procedure of the Punjab Public Procurement Rules 2014 and any Regulations, Regulatory Guides, Procurement Guidelines, or Instructions issued by the Authority (from time to time) and is open to all potential bidders.
4. All bids must be accompanied by a Bid Securing Declaration in the format provided in the Bidding Documents.
5. 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.psdof.org.pk/esop/guest/go/public/opportunity/current>) before closing date i.e., **October 24, 2023, at 03:00 PM**. Technical bids shall be publicly opened on the same day **October 24, 2023, at 03:30 PM** in the presence of bidder's representatives who wish to attend it. Bids only submitted through E-Tender shall be accepted, **whereas by-hand submission is not allowed and shall be rejected**.
6. The interested training service providers can get them registered for capacity building session & pre-bid meeting by filling this link <https://forms.office.com/r/PwgAaF38cV> by Wednesday, October 11, 2023, by 5:00 PM.
7. The Capacity Building Session & Pre-Bid meeting will be held online on Thursday, October 12, 2023. Meeting link will be shared through an email confirming the registration.

**Procurement Department,
Punjab Skills Development Fund**



Hiring of Training Service Providers for INDUSTRIAL TRAINING PROGRAM 2023-24 (MAHIR) Tender No: PSDF/IPT23-24/IN/09/23

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).

Invitation for bids:

PSDF invites bids for different districts across the Punjab from Industries / Organizations.

Interested industries / organizations can obtain the bidding document from PSDF's website (<https://www.psdf.org.pk/procurement/#program-procurement>) and PPRA website (www.ppra.punjab.gov.pk) for the following trades. Further details are available in the bidding document.

Trades		
Apparel Supervisor	Fabric Cutting Expert	Pattern Drafting and Cutting
Textile Spinning	CNC Machine Operator	Industrial Stitching Machine Operator
Textile Weaving	Fabric Quality Inspector	Injection Molding Machine Operator
Shoe Upper Stitcher	Yarn Manufacturing	Mobile Application Development
Industrial Electrician	Screen Printing	Quality Control in Garments
Heating Ventilation Air Conditioning and Refrigeration		

Important Information:

- Follow instructions on etender.psdf.org.pk/esop/quest/qo/public/opportunity/current
- Only bids submitted through e-tender portal shall be accepted while submission by any other means shall be rejected.
- Please follow the instructions for annual registration and per class fee mechanism as mentioned in the bidding document.
- Separate bids for each LOT are acceptable. However, partial bids in any lot will not be accepted. Bidder(s) may submit bid(s) in one or more lots.
- Bids must be submitted through e-tender portal on or before October 24, 2023 at 03:00 PM. 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 attend the meeting.
- In case of an official holiday on the day of submission, next day will be treated as the closing date.
- Procurement process shall be conducted in line with Punjab Public Procurement Rules 2014 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time).



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

SECTION II: INSTRUCTIONS TO BIDDERS (ITBs)

1. Definitions

- a. “Board” means Board of Directors of Punjab Skills Development Fund, a company incorporated under section 42 of the Companies Ordinance 1984.
- b. “Bidding Document” means set of documents prepared by PSDF which consists of Instructions to Bidders, Bid Data Sheet, Schedule of Requirements, Technical Specification, Evaluation Criteria, and forms for providing information for submission of Technical & Financial bids.
- c. “Client” means Punjab Skills Development Fund (PSDF).
- d. “Contract” means the contract signed by PSDF and Training Service Provider along with all attached documents thereto.
- e. “Bid Data Sheet” means such part of the Instructions to Training Service Providers used to reflect specific conditions.
- f. “Day” means calendar day.
- g. “Financial Bid” means that part of the bidding document which provides details about cost of the proposed training.
- h. “Government” means the Government of the Punjab.
- i. “Instructions to Bidders” means the section which provides potential Training Services Providers with all information needed to prepare their bids.
- j. “Personnel” means temporary or permanent staff employed by the Training Service Providers and assigned to perform the Services or any part thereof.
- k. “Bids” means the entire set of documents consisting of Technical and Financial bids submitted by an organisation.
- l. “Bidding Document” means the document prepared by PSDF for submission of Technical and Financial bids by Training Service Provider.
- m. “Services” means one or more of the services related to delivery of training as specified in the Bid Data Sheet and ancillary activities to be performed by the Training Service Providers in pursuance of the Contract.
- n. “Target Group” refers to potential candidates for admission who fulfil the eligibility requirements defined in the Bid Data Sheet.
- o. “Technical bid” means that part of the bid which provides information about the technical aspects of the proposed training.
- p. “Technical Specification” means that part of Bidding Document which explains the scope of work, activities, tasks to be performed, respective responsibilities

of the Client & the Training Service Providers and expected results and deliverables of the assignment.

- q. “Trainee” means any eligible person who is selected for training by the Training Services Providers.
- r. “Training Services Providers” means partnership firm, companies, or organizations.

2. Introduction

- 2.1 The purpose of this document is to enable Training Service Providers to evaluate their interest in tendering and conducting training. Furthermore, it contains all the terms & conditions along with the list of required documents to be submitted.
- 2.2 The Client named in the Bid Data Sheet will select the Training Service Provider (s) for each lot, in accordance with the specified method of selection in Bid Data Sheet.
- 2.3 The Client will use the Punjab PPRA Rules, 2014 for the development of the bidding documents and subsequent application processing.
- 2.4 The Training Service Providers interested in provision of training should familiarize themselves with the specified terms & conditions and take these into account while preparing their bids. To obtain first-hand information regarding preparation of proposals, they are encouraged to attend a pre-bid meeting.
- 2.5 It is expected that the Training Service Providers will facilitate the generation of employment of at least 50% of the trained persons, as per employment business rules.
- 2.6 On completion of training, testing and certification from Punjab Board of Technical Education is required.
- 2.7 PSDF reserves the right to verify any information provided by prospective bidders at any stage of procurement. False information / misstatement will lead to disqualification and rejection of the bid; and the Training Service Providers may also be blacklisted.
- 2.8 PSDF reserves the right to request submission of additional information from Training Service Providers at any stage of procurement in order to clarify any aspect of bidding documents, if required.
- 2.9 The Client is not bound to accept any proposal/bids and reserves the right to annul the selection process at any time prior to the award of Contract, without incurring any liability to the Training Service Providers.
- 2.10 PSDF reserves the right to cancel the bid/s without stating any reason.
- 2.11 All documents / information received by PSDF from applicants will be treated confidentially and will remain in E-Tender portal.

- 2.12 Training Service Providers shall be selected on Least Cost Method (LCM)
- 2.13 PSDF reserves the right to verify any information provided by prospective Training Service Provider. Bid submitted on the basis of any false information, misstatement and/or fake documents will be void.
- 2.14 The e-bids will be submitted through an online e-tender platform, **Bank Draft(s)** and **Affidavit** will be couriered directly to PSDF before closing time.
- 2.15 **Conflict of Interest:** The Training Service Provider, its employees must:
 - 2.15.1 Not provide any assistance to any other person/entity in conflict with 'PSDF'
 - 2.15.2 Not provide services for any assignment to same or another client.
 - 2.15.3 Disclose any conflicting relationships, and these relationships must not be affecting the bidding submission and selection or at any other phase. In case of non-disclosure, if any such relationship is substantiated from the document(s) or information provided during evaluation or award of contract will lead to rejection of the bid or termination of contract.
- 2.16 Training Service Providers must not be involved in any corrupt or fraudulent practices and adhere to highest ethical standards.
- 2.17 PSDF may inspect Training Service Providers accounts and records and any other documents relating to the submission of e-bids and have them audited by auditors appointed by PSDF or Government of the Punjab.
- 2.18 The successful Training Service Provider will sign a training contract and is required to complete the assignment within the mentioned period. The services may be extended for further duration based upon the Performance or any other criteria announced by PSDF.
- 2.19 All direct & indirect taxes will be deducted in accordance with the provisions of Government Rules amended from time to time.
- 2.20 In case of delay in services, a penalty for delay may be imposed. If the Training Service Provider completely fails to provide the services within prescribed period and doesn't comply with the reminders, the case of Training Service Providers may be put to relevant authorities to declare as "Blacklisted".
- 2.21 Payment of Training Service Providers shall be made on the satisfactory completion of trainings according to terms and conditions.
- 2.22 Punjab Skills Development Fund reserves the right to give multiple training assignments at a time and also reserve the right to increase or decrease the training assignments during or after contract period.
- 2.23 Training Service Providers will not be authorized to outsource the services of contract or form consortium.

- 2.24 Complete bid which consists of technical bid and financial bid shall be submitted for the lot in which Training Service Providers is willing to work.
- 2.25 PSDF's policy requires that Training Service Providers supply professional and impartial services, and at all times hold the Client's interest's paramount, strictly avoid conflicts with other assignments or with their own corporate interests, and act without any consideration for future work.
- 2.26 Training Service Provider should keep in view mobilization and employment challenges.
- 2.27 Training Service Providers should not contact the Client on any matter related to their bidding proposals, any effort by the Training Service Provider to influence the Client or recommendation for award of Contract may result in rejection. In case of any dispute regarding services, the decision of PSDF shall be final & binding.
- 2.28 Engaging an individual consultant / consulting firm for completing the bidding documents will be at the sole discretion of the bidding organization and PSDF will not be responsible for such engagement. It is encouraged that Training Service Provider should fill the form by itself and provides the documentary evidence instead of relying on consultant. Instances have been observed where consultants have misguided the Training Service Providers which led to financial loss and reputational damage.
- 2.29 Submission of potentially plagiarized documents by the Training Service Provider will lead to deduction of marks in the section or rejection of the complete bid.

3. Preparations of Bidding Documents:

- 3.1 The bids shall be submitted through an online e-tender platform.
- 3.2 Bids to be prepared and submitted to PSDF shall consist of the following and as indicated in the Bid Data Sheet
 - 3.2.1 Annual Registration Subscription fee for E-Tender & Bid Submission Charges
 - 3.2.2 Evaluation Fee (Eligibility & Technical)
 - 3.2.3 Eligibility & Declarations
 - 3.2.4 Technical Bid
 - 3.2.5 Financial Bid
 - 3.2.6 Other Forms
- 3.3 Misrepresentation / omission of facts may lead to the disqualification of the Training Service Provider, as well as debarring from bidding in future PSDF-funded schemes.

4. Bid Validity:

The Bid Data Sheet indicates the time period for which the bid shall remain valid after the submission date. During this period Training Service Provider shall ensure the availability of nominated professional staff according to bid. If required, the Client may request Training Service Providers to extend the validity period of their bid, if Training Service Provider agree they shall confirm the availability of staff as before. Training Service Provider may replace staff, which would be considered in the final evaluation for award of Contract. Training Service Provider who does not agree have the right to refuse extension in the validity of their bids.

5. Clarification of Bidding Document:

Training Service Providers may request a clarification on any aspect of the bidding documents up to date indicated in the Bid Data Sheet through e-tender portal. Any request for clarification must be sent in writing on e-tender portal. Client may amend the bid by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Training Service Providers and shall be binding upon them, Training Service Provider would acknowledge its receipt. If amendment is substantial, client may extend the deadline.

6. Evaluation of Technical Bids:

- 6.1 The Technical Bid(s) of only Eligible Training Service Providers meeting eligibility criteria as specified in the bidding document shall be evaluated in accordance with the evaluation criteria as specified in Bid Data Sheet and given a technical score (St). If a bidder fails to achieve the minimum qualifying technical score indicated in the Bid Data Sheet, it shall be rejected.
- 6.2 PSDF shall charge an evaluation cost from Training Service Providers as indicated in Bid Data Sheet, as the evaluation of bid is outsourced. Training Service Providers are required to provide Bank Draft(s) in the name of “Punjab Skills Development Fund”.

7. Evaluation of Financial Proposals:

- 7.1 In case of changes in the technical parameters, PSDF may ask the Training Service Providers to submit revised Financial Proposals.
- 7.2 Financial Bids shall be opened in the optional presence of the Training Service Providers representatives on e-tender portal. Scores and bid price will be announced.
- 7.3 The lowest financial bid (Fm) on a cost per trainee per month or per course basis will be ranked 1 and awarded the contract based on the capacity in that lot. Only the Financial Proposals for the qualified Technical Proposals will be opened.

8. Selection of Training Service Providers

- 8.1 Training Service Providers shall be ranked based upon least cost in the lot.
- 8.2 The lowest evaluated bid of the Training Service Provider in each lot will be selected and offer/s will be made based on their ranking starting from 1st rank according to the capacity till the target is met in that lot.
- 8.3 In case first ranked Training Service Provider refuses, the offer will be made to the subsequent rank and so forth.
- 8.4 Training Service Provider may be awarded contract in as many lots in which they have applied and has secured Rank 1 on least cost method, depending upon training capacity verified through physical visits.

9. Award Mechanism:

Allocation of Trainee will be awarded on the **Least Cost Method** based on the capacity of 1st rank and 2nd rank bidder and so on (till the time trainee target is met) in each lot comprising of trade and district. There will be a separate competition for each lot.

- 9.1 The lowest evaluated bid price of the 1st ranked bidder in each lot shall be offered to the next ranked bidder in that lot if rank 1st bidder capacity is less than the target quantity of the lot.
- 9.2 The above-mentioned process shall continue till the trainee target is met.
- 9.3 Bid prices by the Client will be based on the pricing schedule issued in this document, which will indicate the unit price of the bid (where applicable) and total bid price of the trainings which it proposes to provide under the contract. Prices indicated on the Price Schedule shall be item wise/ package wise.

10. Annual Registration for E-Tender and Bid Submission charges:

PSDF shall charge an annual registration fee and bid submission charges for E-Tender from Training Service Providers as indicated in Bid Data Sheet. Training Service Providers are required to provide Bank draft(s) in the name of "Punjab Skills Development Fund".

SECTION III: BID DATA SHEET

Name of the Procurement	Hiring of Training Service Providers for Industrial Training Program 2023-24 (MAHIR)
Name of the Client	Punjab Skills Development Fund (PSDF)
Location of Training Institutions	The scheme is for the cities of the Punjab and Training Service Providers may apply in any lot based on the relevant districts of training location. Detail of available in Section IV-Schedule of Requirement .
Target No. of Trainees	Total contracting target under this tender is 6,400 trainees in all lots for year 2023-24 & 2024-25. Allocation of trainees shall be done according to ranking based on lowest evaluated bid and available capacity. In case of no eligible application in any lot, target may be divided in the remaining lot. PSDF reserves the right to increase / decrease the trainees target in each lot.
Time Schedule of the Training Services	Trainings will start from January 01, 2024, subject to the availability of Funds from Govt of Punjab. All Trainees enrolled under “Industrial Training Program 2023-24 (MAHIR)” must complete their trainings as specified in the agreement. Duration of scheme is 18 Months or as specified in the agreement. However, it may be extended for a further period and / or for additional number of trainees based upon performance evaluation of Training Service Provider as per the deliverables of the contract.
Who Can Apply	Training Service Providers as defined in definition section are eligible to apply for this scheme and must meet the eligibility Condition.
Eligibility Condition	<p>Industries / Establishments must fulfill the following conditions to be considered eligible for the Industrial Training Program 2023-24:</p> <ol style="list-style-type: none"> Proof of Organizational Status (as per the applying organization’s applicability): <ol style="list-style-type: none"> For Companies – Incorporation Certificate from SECP & Form 29, For Partnership Firms – Partnership Deed and Form C, For Sole Proprietors (For export related manufacturing industries) –Export Proceeds Realization (EPR), or Goods Declaration Certificate (GDC), or Export Performance Certificate (EPC) for two years, will be verified through TDAP website or EDF. Have valid NTN in the name of the Industry / Establishment. For Sole Proprietors, the owner’s NTN must have the industry’s name listed in the NTN Profile. For companies/ firms, must have minimum of PKR 40 million of Annual Revenue (verifiable from their Audited Financial Statements or Tax Returns of the Last Financial Year) <p style="text-align: center;">OR</p> <p>must have minimum of PKR 40 million exports (verifiable from EPR / GDP / EPC).</p> <ol style="list-style-type: none"> Must provide an affidavit on 100 rupees stamp paper declaring the following:

	<p>a) The bidder is neither blacklisted by any government, private, local, international body or any other organization nor is any litigation pending in this regard.</p> <p>b) The documents / photocopies provided within the Bid are authentic. In case of any fake / forged document found at any stage of the application, the bidder shall be blacklisted as per applicable Laws / Rules.</p> <p>c) The provided information is correct.</p> <p>Note:</p> <ul style="list-style-type: none"> Only those Industries / Establishments / Exporting Manufacturing Industries who fulfill the eligibility criteria of the program can apply. Only those Industries / Establishments / Exporting Manufacturing Industries will be considered which have core business activity in the offered trades, in the offered districts. Trade proposal(s) will be rejected if sufficient or appropriate evidence of commercial activity is not able to be substantiated from the provided evidence.
Other Conditions (Declarations)	<ul style="list-style-type: none"> The applying Industries / Establishments / Exporting Manufacturing Industries (s) must agree to open a separate bank account in the legal name of the firm for funds provided by PSDF. The applying Industries / Establishments / Exporting Manufacturing Industries (s) must agree to allow PSDF assigned auditors to check the accounts if the need arises. Must be willing to conduct examination from PBTE after completion of training. Contract must not be cancelled due to any whistle-blow complaint investigated by PSDF, previously with PSDF.
Technical Criteria	<p>Training Service Providers shall be evaluated on the following basis.</p> <ul style="list-style-type: none"> Financial Capacity Past Training Experience Training Capacity Staff Proposed Client Portfolio <p>For detailed evaluation criteria please refer to Section V.</p>
Training Capacity / Tools & Equipment:	<ul style="list-style-type: none"> It Is the responsibility of the Training Service Provider to ensure availability of all trade-related equipment specified in the relevant curriculum in such a manner that all trainees would be able to perform lab tasks simultaneously and independently. Depending upon the specific requirements of a trade, the standards may vary.
Trainee eligibility/ Beneficiary Profile	<ul style="list-style-type: none"> Male or female, between the age of 18 to 35 Holding valid CNIC of any district of Punjab Must not have previously attended any course funded by PSDF and not registered in PSDF database.

	<ul style="list-style-type: none"> • Must meet the entry requirements as specified in training curriculum provided by PSDF. • Must not be a Diploma of Associate Engineering (DAE) graduate or enrolled in DAE course. • Must not have education level of greater than intermediate, please refer to the minimum qualification criteria as per curriculum. • Must not be a temporary or permanent employee of Training Service Providers.
Trainee Selection	Candidate selection will be Training Service Providers responsibility.
Course Duration	<p>The recommended duration of training courses will be as follows:</p> <ul style="list-style-type: none"> • 3 Months (Min 360 conduct hours or as specified in the curriculum). • 6 Months (Min 720 conduct hours or as specified in the curriculum).
Implementation of Training	<ul style="list-style-type: none"> • Training shall be delivered in the Training Service Provider's own premises with dedicated labs / workstations. This scheme is for implementation of training in a formal manner with course components to be delivered in dedicated classrooms / labs / workshops. • There will be surprise visit(s) of the training facility for the evaluation of the training premises and PSDF reserves the right to physically verify training facility at any time prior or during training. • PSDF reserves the right to cancel the classes / location / contract based on the surprise visit(s) conducted before the start of training or during it.
Trainer & Project Manager	<p>It is the sole responsibility of the Training Service Provider to submit valid educational degrees / certificates after following due verification process. In case of submission of fake or forged documents, it may lead to rejection or blacklisting of the Training Provider.</p> <p>Project Manager will be responsible for overall managing the project, mobilization of trainees and facilitation of graduate's post training for employment/ self-employment opportunities.</p>
Consortium	Formation of consortium is not allowed under this scheme.
Capacity Building / Pre-Bid Conference	Capacity Building Session & Pre-Bid meeting will be held on Thursday, October 12, 2023. Online meeting link will be shared through an email confirming the registration, the interested Training Service Providers can get them registered by filling the following link: https://forms.office.com/r/PwgAaF38cV .
Trainees per Class	<ul style="list-style-type: none"> • Maximum Class Capacity acceptable by PSDF is 25. • Minimum Class Capacity acceptable by PSDF is 15.
Minimum Conduct Hours	Minimum conduct hours per week are 30 (6 days x 5 hours daily or 5 days x 6 hours daily).
Digital Skills Trainings	<ul style="list-style-type: none"> • Training Service Providers may be requested to ensure the completion of digital courses training to trainee's if offered by PSDF. In such case PSDF, will provide learning platform and course access. Each course duration will be 3-8 hours spread across the duration of the core skills training. PSDF may impose any penalty in case of non-completion of these courses. • Training Service Providers may also be requested to ensure about completion of Soft Skills, if requested.

Payment to Organisation	(a) Training Fee (b) Trainee Support Payments
Training Fee	<p>The financial bid will be based on training fee inclusive of all expenditures. It will include but is not limited to:</p> <ul style="list-style-type: none"> • Trainers' remuneration. • Consumable Training Materials. • Training Manual & Stationery required for training. • Protective clothing (if any). • Management & Reporting costs. • Depreciation / Rentals of Machinery and Equipment etc. • Post training support to trainees. • Utilities & Miscellaneous items.
Trainee Support	<p>Fixed Stipend @ Rs. 1,500 per trainee per month</p> <ul style="list-style-type: none"> • Payment of stipend will be made as per PSDF policy through the Training Service Providers and will be linked to attendance. PSDF may engage a third party for payment of stipend directly to trainees. • Bags and Badges will also be provided to trainees as per PSDF requirements.
Basis of Technical Evaluation	<ul style="list-style-type: none"> • Technical bids shall be evaluated in accordance with Technical Evaluation criteria defined in Section V. • Minimum 65% marks are required to qualify for financial bid opening submitted by the training service provider (TSP). • Bidder scoring less than 65% marks shall disqualify for financial bid opening and their bids shall be rejected.
Basis of Financial Evaluation	<ul style="list-style-type: none"> • 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. Financial price will have to be quoted in the commercial e-envelope submitted on e-tender. • The quoted costs should include all applicable taxes. The financial bid will be evaluated on the basis of per trainee per month or per course cost (Inclusive of all applicable taxes) for each separate lot.
Testing Fee	<ul style="list-style-type: none"> • Testing / certification from an accredited body is an essential requirement of the program. PSDF has direct, special arrangements with PBTE for the examination and testing of its training programs. The Training Service Providers will submit documentary evidence of its testing arrangements if these are other than PBTE. The testing agency must be accredited by the relevant regulatory body. • PSDF will pay the testing fee directly to PBTE under special arrangements.
Currency	All financial figures shall be quoted in Pak Rupees as mentioned in the Financial Bid form.

Evaluation Cost	<p>PSDF will charge evaluation cost from Training Service Providers, as the evaluation of bids is outsourced. Training Service Providers are required to provide Bank Drafts in the name of “Punjab Skills Development Fund.”</p> <ul style="list-style-type: none"> The first bank draft amounting to 10,900 (Rupees ten thousand, nine hundred only) shall be submitted for evaluation of eligibility by every Training Service Provider who is applying for the project. The second bank draft amounting to Rs. 15,500 (fifteen thousand and five hundred rupees only) shall be submitted for evaluation of technical bid <p>Bid shall not be evaluated if above mentioned Bank Drafts in favor of “Punjab Skills Development Fund” for the aforementioned amount are not submitted directly to PSDF.</p> <p>The Bank Drafts must be submitted in hard form along with the original affidavit to PSDF.</p>
Submission Address for Bank Drafts	<p>Physical copies of the Bank Drafts and the original affidavit must be submitted through courier and should be addressed as under before the closing date:</p> <p>Procurement Department Industrial Training Program 2023-24 Punjab Skills Development Fund, 21/A, H-Block, Dr Mateen Fatima Road, Lahore, Pakistan</p>
Client’s Input	<p>Publicity of the project and arrangements for stakeholders’ visits and ceremonies (in case of a large-scale graduation ceremony etc. if arranged by PSDF) at the completion of the assignment.</p>
Client’s Contact Details	<ol style="list-style-type: none"> PSDF HUNAR Helpline: 0800-HUNAR Tejari Helpline (E-Tender): To Speak to Tejari Supplier Facilitation Agent please dial: +92 346 3835274 for Support Helpdesk.
Validity of Bidding Proposal	<p>180 days from last date of submission</p>
Clarification Requests	<p>Clarifications/ queries may be requested by October 20, 2023, before 5:00 PM through message box option of e-tendering portal and after this no clarification will be given. Clarification requests through e-tender message box tool shall only be addressed.</p>
Expected Start Date of Training	<p>Tentative start date for training is January 01, 2024, subject to the availability of Funds from the Govt. of Punjab and hence, PSDF reserves the right the change start date and also revise the trainee target in each lot.</p>
Any Special Condition	<ul style="list-style-type: none"> PSDF may relax one or more conditions of the bidding document under notice to all Organisations. PSDF will engage a third-party monitoring Organisation to verify proposed deliverables. PSDF will check the availability of training facilities through third party evaluation firm as per requirements of the relevant curriculum before start of training.
Common Ownership	<p>Applications with different names but same ownership will not be accepted.</p>

Anti-Money Laundering / Combating Financing of Terrorism (AML / CFT)	For the assessment Training Service Providers according to the AML / CFT policy, a separate document will be shared with Training Service Providers. Any Training Service Providers failed to provide the requisite information or found to be non-compliant with the AML / CFT policy will not be offered contract.
Prevention of Sexual Exploitation and Abuse (PSEA)	Training Service Provider shall ensure that effective systems are in place for preventing and responding to acts of sexual exploitation and abuse.
Means of Communication	Formal communication between PSDF and Training Service Providers shall be made through the message box in the e-tendering portal. PSDF may also use e-mail for sharing of any additional information to the TSPs.
Award Mechanism	Business Shall be awarded in accordance with ITB clause 9.
Performance Evaluation	It is suggested that Organisation should select lot keeping in view their practical area availability, mobilization capacity & outreach mechanism. Performance of the Organisation will also be evaluated on the basis of monitoring mechanism of PSDF. Poor performance will affect selection of the Organisation in PSDF future schemes or an extension of the contract such as PSDF may impose financial penalties on Organisations on account of any violations/ breach of Contract in line with PSDF Business Rules.
Available Limit for Attachment Uploading	Against each attachment question, single file attachment is allowed. Maximum file size should not exceed 50 MB. Furthermore, where multiple documents are required to be attached against a single question in the form and organizations must only attach a single file containing all the required documents in the PDF or zip file formats.
Contract Extension	Performance of Organisations shall be evaluated semi-annually. Subject to performance evaluation and release/ availability of funds, the Contract may be extended for an additional period and/or for training of additional trainees, on same cost and scope of work by mutual agreement of both parties. Organisations perceived to have demonstrated poor performance may not be considered for extension of contract for subsequent round of training.
Submission of Documents	All the bids' forms are available online on e-tender portal and all organisations are required to fill the forms online using the e-tender portal. Any documents submitted in hard form will not be considered for evaluation.
Bidding Document Language	English
Last Date of Submission of Bid	October 28, 2023, on or before 03:00 PM through PSDF's e-tender platform. https://etender.psdf.org.pk/esop/guest/go/public/opportunity/current
Annual Registration Subscription Fee for E-Tender and bid submission charges as per class based on Contract.	PSDF will charge annual registration subscription fee for E-Tender utilization from Training Service Providers once in a year and registration shall remain valid for one year from subscription date. Only Registered Training Service Providers are eligible to participate in the bidding process. Training Service Providers are required to provide Bank Drafts in the name of "Punjab Skills Development Fund." <ul style="list-style-type: none"> • Annual Registration Subscription Fee.

	<ul style="list-style-type: none"> ○ All Training Service Providers who have been registered and have paid the annual registration fee i.e., PKR 5000 and certificate for E-Tender registration is issued, are not to require to pay annual registration fee till the expiry of the certificate. ○ Training Service Provider shall pay Amount of Rs. 5,000 (Rupees five thousand through the bank draft and upon receipt of payment registration shall be valid for one year. ○ If Training Services has already paid this amount and has valid registration from PSDF for E-Tender utilization, then this amount shall not be paid and same shall be mentioned in E-Tender. ○ Upon expiry of One-year annual subscription, Training Service Provider shall be responsible to renew the subscription for E-Tender to participate the upcoming scheme and project through E-Tender. ○ In case the Training Service Provider is neither registered for annual subscription nor renewed its expired subscription with PSDF for E-Tender, bid shall not be evaluated and shall not be considered for further processing and shall be rejected. ● Bid Submission Charges based on Applied Class for each lot/bid. <ul style="list-style-type: none"> ○ Training Service Provider shall pay Amount of Rs. 1,000 (Rupees one thousand) per class based on applied number of classes in each bid e.g., if Training Service Provider has applied for total 100 trainee in the bid and then following formula shall apply to calculate the bid submission charges Bid Submission Charges in Rs=100/25x1000 Bid Submission Charges in Rs=4000/- Bid Submission Charges in Rs =Total Applied Trainee for the Lot/Class capacity x 1000 ○ The Training Service Provider Training Service Providers are required to pay Bid Submission Charges through Bank Draft in favor of “Punjab Skills Development Fund” for the amount calculated based on the above-mentioned formula before submission deadline and non-submission of Bid Submission Charges shall lead to rejection of bid. <p>The Bank Drafts must be submitted in hard form along with the affidavit to PSDF.</p>
Payment Terms	<ul style="list-style-type: none"> ● The method and conditions of payment to be made to the Training Service Provider under this Contract shall be as follows: ● Subject to the Training Service Provider fulfilling its obligations set out herein to the satisfaction of client, client shall pay to the Training Service Provider, on a per trainee per month basis under this Contract subject to maximum overall cost of the contract. ● The payment of training costs will be subject to the terms and conditions specified in this Contract and Monitoring Business Rules. ● Payment shall be made in PKR.

	<ul style="list-style-type: none"> • Payment Schedule shall be as follows: <ul style="list-style-type: none"> ○ 70% of total Contract price shall 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 shall be made during each month for dropouts during the previous month and penalties as specified in PSDF Monitoring Business Rules. ○ 10% of the total Contract price (on the basis of actual number of trainees) shall 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 center for one month along with other employment verification methods. • Where it is evidenced or found by client that any overpayment has been made to Training Service Provider, Training Service Provider shall reimburse the said amount to Client within fifteen (15) days of the date of client's demand. In case Training Service Provider fails to reimburse such amounts within the stated period, client shall be fully entitled to deduct such amounts at its sole discretion from any future payment to be made to Training Service Provider. Procuring Agency reserves its right under law to seek recovery of such amounts from Service Provider.
--	--

SECTION IV: SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

a) Technical Specifications / Scope of Work

Punjab Skills Development Fund (PSDF) is funding skills training for residents of Punjab under the Industrial Training Program 2023-24 (MAHIR) and will engage Industries / Establishments / Exporting Manufacturing Industries for the training. The objective of this program is to impart vocational training to people directly from industries to include them in the mainstream economic activity and to equip them with employment-driven vocational skills. The program aims to provide equal income generation opportunities to the people of Punjab, connecting them with Industries / Establishments / Exporting Manufacturing Industries for their effective employment as well. The selected Training Service Providers (TSPs) will be expected to enter into a Contract specifying the responsibilities and deliverables of the assignment.

Responsibilities of Organisations are to:

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 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 trainees shall be expelled, and their full fee will be recovered from the Service Provider for the training. DAE verification is done during training and trainees 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 35 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 the same / similar courses at the same/ any other training location.

h) Trainee must not be permanent or temporary staff member/ employee of Service Provide. It will be verified through EOBI, and trainees will be expelled, if found.

2. Arrange properly equipped training facilities as per curriculum requirements and/or equipment list mentioned in the curriculum. This includes machinery, equipment, tools, classroom & lab / workshop furniture, and other basic facilities (e.g., washrooms, backup power, drinking water etc.). In case of any deficiency, arrange additional training facilities as per requirement.

3. Engage competent and qualified Instructors, Project Manager, 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 the training fee which will be paid by PSDF).

6. Development/printing of training manual(s), if already not available and if required.

7. Provide reports to PSDF within the stipulated time through PSDF identified system.

8. Establish and maintain a proper Placement at the training location. The Placement Cell will be required to establish linkages of trained persons with employing partners and make necessary arrangements to ensure employment of the trainees upon completion of training in 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.

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 of the trainees.

17. Service Provider shall be responsible for facilitating 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) 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 18 months, 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 with the above-mentioned responsibilities, financial penalties will be applicable as per the Monitoring business rules. 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.

Responsibilities of Punjab Skills Development Fund are to:

1. Provide funds to meet training expenses as pertaining fee, number of trainees, attendance of trainees and payment schedule agreed in the Contract.
2. Provide funds for meeting costs on account of Trainee Support which includes stipend, and testing fees, as determined by PSDF management.
3. Monitor / supervise the delivery of training, either directly or through a third party.
4. Take measures for quality control directly or indirectly.
5. Guide training partners for smooth implementation of training.
6. Bear costs on account of publicity as approved by PSDF management.
7. Inspect training facilities and arrangements and accord permission to start training, if required (i.e., issue a Notice to Proceed).

Joint Responsibilities of Punjab Skills Development Fund and Training Providers:

1. To showcase the training Programs funded by PSDF at different forums, if required.

b) Detail of Technical Specifications

Lot wise detail is appended below.

Lot No.	Trade	Announced District	Course Duration	Trainee Contracting Target	CTM (PKR)	Training Cost (PKR)	Source of Curriculum	Trainee Qualification
1	Fabric Cutting Expert	Faisalabad	3	100	9,280	2,784,000	TEVTA	Matric
2		Lahore	3	100	9,280	2,784,000	TEVTA	Matric
3		Multan	3	100	9,280	2,784,000	TEVTA	Matric
4		Sialkot	3	100	9,280	2,784,000	TEVTA	Matric
5	Quality Control in Garments	Faisalabad	3	100	12,424	3,727,080	TEVTA	Matric
6		Lahore	3	100	12,424	3,727,080	TEVTA	Matric
7		Multan	3	100	12,424	3,727,080	TEVTA	Matric
8		Gujranwala	3	100	12,424	3,727,080	TEVTA	Matric
9		Sialkot	3	100	12,424	3,727,080	TEVTA	Matric
10	Industrial Stitching Machine Operator	Faisalabad	3	100	11,820	3,545,914	TEVTA	Class 5
11		Lahore	3	100	11,820	3,545,914	TEVTA	Class 5
12		Multan	3	100	11,820	3,545,914	TEVTA	Class 5
13		Sialkot	3	100	11,820	3,545,914	TEVTA	Class 5
14	Fabric Quality Inspector	Faisalabad	3	100	12,599	3,779,623	TEVTA	Matric
15		Lahore	3	100	12,599	3,779,623	TEVTA	Matric
16		Multan	3	100	12,599	3,779,623	TEVTA	Matric
17		Sialkot	3	100	12,599	3,779,623	TEVTA	Matric
18	CNC Machine Operator	Gujrat	3	100	15,477	4,643,090	TEVTA	Matric
19		Lahore	3	100	15,477	4,643,090	TEVTA	Matric
20		Gujranwala	3	100	15,477	4,643,090	TEVTA	Matric

21		Islamabad / Rawalpindi	3	100	15,477	4,643,090	TEVTA	Matric
22		Multan	3	100	15,477	4,643,090	TEVTA	Matric
23	Industrial Electrician	Lahore	3	100	11,644	3,493,119	TEVTA	Class 8
24		Multan	3	100	11,644	3,493,119	TEVTA	Class 8
25		Islamabad / Rawalpindi	3	100	11,644	3,493,119	TEVTA	Class 8
26		Sialkot	3	100	11,644	3,493,119	TEVTA	Class 8
27		Gujranwala	3	100	11,644	3,493,119	TEVTA	Class 8
28	Shoe Upper Stitcher	Sialkot	3	100	10,781	3,234,184	TEVTA	Preferably Literate
29		Lahore	3	100	10,781	3,234,184	TEVTA	Preferably Literate
30		Sheikhupura	3	100	10,781	3,234,184	TEVTA	Preferably Literate
31	Screen Printing	Sialkot	3	100	12,704	3,811,069	TEVTA	Class 8
32		Lahore	3	100	12,704	3,811,069	TEVTA	Class 8
33		Faisalabad	3	100	12,704	3,811,069	TEVTA	Class 8
34		Gujranwala	3	100	12,704	3,811,069	TEVTA	Class 8
35		Khanewal	3	100	12,704	3,811,069	TEVTA	Class 8
36	Heating Ventilation Air Conditioning and Refrigeration	Lahore	3	100	13,217	3,965,112	TEVTA	Class 8
37		Gujranwala	3	100	13,217	3,965,112	TEVTA	Class 8
38		Gujrat	3	100	13,217	3,965,112	TEVTA	Class 8
39	Apparel Supervisor	Faisalabad	6	100	11,970	7,182,004	NAVTTTC	Matric
40		Lahore	6	100	11,970	7,182,004	NAVTTTC	Matric
41		Sialkot	6	100	11,970	7,182,004	NAVTTTC	Matric
42	Mobile Application Development	Lahore	6	100	9,280	5,568,000	NAVTTTC	Intermediate
43		Islamabad / Rawalpindi	6	100	9,280	5,568,000	NAVTTTC	Intermediate
44		Faisalabad	6	100	9,280	5,568,000	NAVTTTC	Intermediate

45	Pattern Drafting And Cutting	Faisalabad	6	100	9,280	5,568,000	NAVTTTC	Matric
46		Sialkot	6	100	9,280	5,568,000	NAVTTTC	Matric
47		Lahore	6	100	9,280	5,568,000	NAVTTTC	Matric
48	Textile Spinning Machine Operator	Lahore	6	100	15,346	9,207,681	TEVTA	Matric
49		Faisalabad	6	100	15,346	9,207,681	TEVTA	Matric
50		Sialkot	6	100	15,346	9,207,681	TEVTA	Matric
51		Multan	6	100	15,346	9,207,681	TEVTA	Matric
52		Gujranwala	6	100	15,346	9,207,681	TEVTA	Matric
53	Textile Weaving Machine Operator	Lahore	6	100	13,217	7,930,224	TEVTA	Matric
54		Faisalabad	6	100	13,217	7,930,224	TEVTA	Matric
55		Multan	6	100	13,217	7,930,224	TEVTA	Matric
56		Gujranwala	6	100	13,217	7,930,224	TEVTA	Matric
57	Yarn Manufacturing	Lahore	6	100	13,217	7,930,224	Self	Matric
58		Faisalabad	6	100	13,217	7,930,224	Self	Matric
59		Multan	6	100	13,217	7,930,224	Self	Matric
60		Gujranwala	6	100	13,217	7,930,224	Self	Matric
61	Injection Moulding Machine Operator	Lahore	6	100	19,037	11,422,404	TEVTA	Class 8
62		Multan	6	100	19,037	11,422,404	TEVTA	Class 8
63		Gujranwala	6	100	19,037	11,422,404	TEVTA	Class 8
64		Gujrat	6	100	19,037	11,422,404	TEVTA	Class 8

c) Schedule of Requirements / Training 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.:		3	Morning	25	25	1	2	50
E.g.:		3	Evening	25	25	1	2	50
* Add rows based on each applied lot								
Total Trainee QTY								100

Stamp & Signature of Bidder _____

SECTION V: TECHNICAL EVALUATION

Component		Evaluation Marks
Financial Capability		20
Total Revenue (Audited Financial Statement / Tax Returns)	<p>Sum of Total Revenue (Audited Financial Statement / Tax Returns)</p> <p>If total revenue is equal or above PKR: 60 million, then maximum allocated marks will be awarded= 20 Marks</p> <p>If sum of any total revenue is more than or equal to Rs. 50 million but less than Rs 60 million = 15 marks</p> <p>If sum of any total revenue is more than Rs. 40 million but less than Rs. 50 million = 10 marks</p> <p>If sum of any total revenue is less than or equal to Rs. 40 million = 0 marks</p>	20
<p>Note: Audited Financial statements / Tax Returns from 1st July 2021 to 30th June 2022 or 1st July 2022 to 30th June 2023 will be accepted only. Otherwise, no marks shall be awarded.</p> <p style="text-align: center;">Or</p> <p>Exporting industries can submit exporting capacity instead of Financial Statements/ Tax Returns</p>		
Industry's Exporting Capability		20
Export Generation Capacity	<p>The industry has generated exports of more than or equal to PKR 60 million in the last 2 years = 20 Marks</p> <p>The industry has generated exports of more than PKR 50 million but less than PKR 60 million in the last 2 years = 15 Marks</p> <p>The industry has generated exports of more than PKR 40 million but less than PKR 50 million in the last 2 years = 10 Marks</p> <p>The industry has generated exports of less than or equal to PKR 40 million in the last 2 years = Zero Marks</p>	20
<p>Note: The bidder must provide external evidence of export activities. Any of the following evidence are acceptable:</p> <ul style="list-style-type: none"> • Export Proceed Realization (PRC) • Goods Declaration Letter / Note. • Export Performance Certificate issued by bank. • Export order verification (verifiable through TDAP) or any other verifiable evidence for exports 		
Past Training Experience		20
Past Training Experience	<p>Maximum Marks for 100 or more number of individuals trained in the same / similar category of trades.</p> <p>For more than or equal to 100 individuals trained in the same / similar trade of = 20 Marks.</p> <p>For less than 100 individuals trained but more than or equal to 50 in the same / similar trade = 10 Marks</p>	20

Access	For less than 50 individuals trained in the same / similar trade = 0 Marks		
	Note: i. Documentary evidence must be attached for Training of Individuals. It may include hiring notes / pay slip / offer letter / training conducted for another agency/ own employees (contract, satisfactory completion report / letter, or any other relevant document) etc. ii. In case of non-provision of documentary Evidence of Claimed Experience, zero marks will be awarded in the Past Experience Section.		
Dedicated Area for Theoretical & Practical Training			30
90% -100% Equipped Workshop / Lab available= 15 Marks 70% to 89% equipped Lab= Proportionate to 10 Marks Less than 70% equipped lab= 0 Marks Note: - The percentage of available equipment will be determined using the available capacity to a minimum of 10 trainees (out of 25). The capacity of trades will be reduced accordingly. - In case of less than 70% equipment, trade proposal will be disqualified - Commercial Activity / Manufacturing / Production process to be visible and /or verifiable at the time of site visits. In case of non-verification of commercial activity, TSP will be technically disqualified.			
Area for Theoretical Training	Dedicated / Separate Area for Theoretical Training within the industrial premises. = 7.5 Marks Earmarked Theoretical Area = 3 Marks		7.5
Area for Practical Training	Dedicated / Separate Area for Practical Training within the industrial premises. = 7.5 Marks Earmarked Practical Area = 3 Marks		7.5
Staff Proposed			30
Trainer Profile	Qualification	2 Levels above Qualification Required for Trainee Induction criteria defined in the curriculum / Relevant certificate required for at least 6 months course. = 12 Marks 1 Level above Qualification Required for Trainee Induction criteria defined in the curriculum / Relevant certificate required for at least 6 months course. = 6 Marks Otherwise = Zero Marks	12
	Relevant Experience	If trainer has relevant / similar working experience of 4 years or above= 8 Marks If relevant / similar working experience of less than 4 years and more than or equal to 3 year= 6 Marks If relevant / similar working experience of less than 3 years and more than or equal to 2 year= 4 Marks If relevant / similar working experience of less than 2 years and more than or equal to 1 year= 2 Marks Zero marks for less than 1 year of experience	8

Access

	Note: <ul style="list-style-type: none">• If the Qualification certificate is not attached, zero marks will be awarded in the trainer qualification section.• If the experience supporting documents are not attached, then zero marks of that experience will be awarded in the relevant experience section. The trainer can also sign the resume/industry can sign & stamp the resume of the trainer in case of experience with same organization.• If the trainer has less than 1 year of working experience and fails to meet the required trainer qualification criteria for the trade, the applying industry / service provider will be disqualified from the applying lot.• Industry cannot engage the same trainer for more than one trade.		
Project Manager	Qualification	Masters / BSC (16 Years of Education) and above = 6 Marks	6
		Bachelors (14 years of Education) / Intermediate / Certificate / Diploma = 4 Marks	
		Otherwise = Zero Marks	
	Relevant Experience	Relevant / similar working experience of 3 years and above = 4 Marks	4
Relevant / similar working experience of less than 3 years and more than 2 years = 2 Marks			
Zero Marks for less than 2 years of experience and less than intermediate education			
	Note: <ul style="list-style-type: none">• If the Qualification certificate is not attached, zero marks will be awarded in the qualification section.• If the experience supporting documents are not attached, then zero marks of that experience will be awarded in the relevant experience section. The project manager can also sign the resume/industry can sign & stamp the resume of the project manager in case of experience with same organization.		
Total Marks			100
Note: <ul style="list-style-type: none">▪ 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 Least Cost-Based Method.▪ Separate scores for each lot will be awarded and independent competition of each lot will be carried out.▪ Separate forms will be filled in by the firms who intend to submit bids in multiple lots on the E-tender portal.▪ Training capacity will be verified from the physical verifications of the training facility before the start of trainings.▪ Trainers and project managers' degrees and experience letters are required. In case of experience with same organization, the date on the provided experience letter must be clearly mentioned.			

SECTION VI: STANDARD FORMS

Table of Forms

Letter of Bid – Technical Proposal
Letter of Bid – Financial Proposal
Bidder Information (Profile) Form
Financial Bid Form / Price Schedule
Form of Bid-Securing Declaration
Affidavit

Letter of Bid – Technical Proposal

[This document is to be printed on your Bidder's letterhead]

[Mention Date]

Secretary Training Service Selection Committee
Punjab Skills Development Fund,
21/A, H-Block, Dr Mateen Fatima Road,
Lahore, Pakistan

Subject: Technical Proposal for Lot No [Inset Lot Number with Trade & District Name]

Dear Sir,

We offer to provide the Services *for the Lot # [Insert Lot No] for [Insert Trade Name] in [Insert District Name]* in accordance with your Bidding Document and Schedule of Requirement/Scope of Work. We hereby submit our Technical Proposal including the required documents on the E-Tender Portal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained therein may lead to our disqualification. If negotiations are held during the period of validity of the Proposal, indicated in the Data Sheet, we undertake to negotiate on technical and financial aspects of our proposal. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake that we will initiate the services as per the date mentioned in the Data Sheet and that we are agree with all the terms and condition mentioned in the bidding document if our proposal is accepted. We understand you are not bound to accept any or all Proposals you receive.

Thank you.

Yours sincerely,

Signature

Name and Title of Signatory:

[Stamp in the name of your Organization]

Technical Proposal Forms

1. Financial Capacity

Financial capacity of your organisation will be evaluated based upon the information available as below:

Sr. No	Financial Capability -Revenue (Audited Financial Statement / Tax Returns)	Response	
D. 1	Audited Financial statements / Tax Returns from 1st July 2021 to 30th June 2022 or 1st July 2022 to 30th June 2023 will be accepted only. Otherwise, no marks shall be awarded.	<input type="checkbox"/>	Audited Financial Statement / Tax Returns
OR			
Sr. No	Industry's Exporting Capability	Response	
D. 1	<p>The bidder must provide external evidence of export activities. Any of the following evidence are acceptable:</p> <ul style="list-style-type: none"> • Export Proceed Realization (PRC) • Goods Declaration Letter / Note. • Export Performance Certificate issued by bank. <p>Export order verification (verifiable through TDAP) or any other verifiable evidence for exports</p>	<input type="checkbox"/>	Required evidence(s) are attached.

Experience:

Same / Similar Past Work Experience		
3.1	Total number of trainees trained in trade / course mentioned	
3.2	Attach Evidence of trainees trained	<input type="checkbox"/>
<p>Documentary evidence must be attached for Training of Individuals. It may include hiring notes / pay slip / offer letter / training conducted for another agency/ own employees (contract, satisfactory completion report / letter, or any other relevant document) etc.</p> <p>In case of non-provision of documentary Evidence of Claimed Experience, zero marks will be awarded in the Past Experience Section.</p>		

Staff Proposed:

PSDF expects that the Training Provider has adequately qualified and competent personnel available for following tasks in connection with effective implementation of this project. The ideal Management Staff must belong to the key areas:

1. Trainer: The Training Service Provider must ensure the availability of an on-site instructor.
2. Project Manager: The designated person will be responsible for the management of training program.

4.1	Trainer	<input type="checkbox"/> Attach CV in prescribed Format (Annexure A)
		<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/ signed resume
4.2	Project Manager	<input type="checkbox"/> Attach CV in prescribed Format (Annexure A)
		<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/ signed resume
<p>Note:</p> <ol style="list-style-type: none"> 1. If the Qualification certificate is not attached, zero marks will be awarded in the qualification section. 2. If the experience supporting documents are not attached, then zero marks of that experience will be awarded in the relevant experience section. The project manager can also sign the resume/industry can sign & stamp the resume of the project manager in case of experience with same organization. 		

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

Project Manager / Trainer Signature: _____

Letter of Bid – Financial Proposal

[Bidder's letterhead]

[Date]

Secretary Training Service Selection Committee
Punjab Skills Development Fund,
21/A, H-Block, Dr Mateen Fatima Road,
Lahore, Pakistan

Subject: Financial Proposal Lot No [Inset Lot Number with Trade & District Name]

Dear Sir,

We offer to provide the services in Lot No [insert Lot Name] for [insert Trade Name] in [Insert District Name] in accordance with your Bidding Document and our Technical Proposal. Our attached Financial Proposal is for the per trainee per month training cost (inclusive of all taxes) is Rs. ----- [Insert Amount in Words] and for the per trainee per course cost (inclusive of all taxes) is Rs. ----- [Insert Amount in Words]

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations if any, Our Bid shall be valid for the period specified in Bid Data Sheet (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period. No commissions or gratuities have been or are to be paid by us to any agent relating to this Proposal and Contract execution. 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:

Bidder Information (Profile) Form
(Print on the Letterhead of Bidder)

Business Information	
Training Service Provider Name	
Postal Address	
City	
PTCL No.	
Fax No.	
NTN No.	
STRN / PNTN	
Bank Information	
Bank Name	
Account Title	
Account No.	
Branch Code	
Branch Address	
Contact Person Information	
Contact Person Name	
Designation	
Mobile No.	
E-mail	

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	Per Trainee Per Month Cost (inclusive of all taxes & duties etc.) PKR (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)						

Total Bid value (against which a Bid shall be evaluated) in figure.

Total Bid value (against which a Bid shall be evaluated) in words.

Note:

Total Price & per trainee per month 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 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:

- Provide the breakup of the cost where applicable.
- Submit separate activity schedule for each of the applied Lot.
- All prices must be inclusive of all applicable taxes.
- Examination cost to Punjab Board of Technical Education (PBTE) for testing & certification of trainees will be paid by PSDF.

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 _____,

Affidavit

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

Name: _____ (Bidder)

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 Training Service Provider 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 Training Service Provider shall be blacklisted as per Law/ Rules.
- (iii) Provided information is correct and valid.

[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 Organization: _____

Date: _____

SECTION VII: CONTRACT FORMS

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 Punjab (GoP) 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.

[PSDF]

[Training Service Provider]

Tentative Draft Contract

Industrial Training Program 2023-24 (MAHIR)– 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 xxth XXXX 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 Industrial Training Program 2023-24 (MAHIR)– TRADE NAME & LOT NO, PSDF is engaging the Service Provider 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.
- 4.2 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.
- 4.3 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) 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.
 - (ii) 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.
- 4.4 Without prejudice to clause 4.3, PSDF may terminate this Agreement at any time with a fifteen days notice and without providing any reason.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 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** and as per the Technical Specifications/Scope of Work specified in Section IV of the bidding document.
- 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	<p>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, 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 Mobilisation Advance, the amount will be added to the monthly payments.</p> <p>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.</p> <p>Last instalment 20% 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 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.
- 7.6 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 18-35 years and have a valid CNIC issued by National Database and Registration Authority ("**NADRA**")
- g) Service Provider shall enrol only individuals belonging to the province of Punjab.
- 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.
- 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 enrol 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, bag & badges, 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 enrolees shall be deemed to be not enrolled from the start of the training.

8.8 STIPEND, BAG & BADGES ALLOWANCE:

- a) The trainee will be paid a stipend of PKR 3,500 & Badges & Bag to be provided by PSDF.
- 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 may be requested to 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 may 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 FACILITATION TO MONITORING TEAM:

Service Provider shall be responsible to facilitate and providing access to PSDF's Monitoring Team and/or assigned person.

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. VERIFICATION

- 10.1 Service Provider shall purchase a biometric device before the start of the classes through a vendor specified by PSDF via which the trainers and trainees regarding registration, attendance, bag & badges receiving etc. shall be monitored by PSDF. The number of devices with respect to the number of trainees has been given in **Appendix-E**.
- 10.2 Device will be implemented across project. However, if a training provider secure business of only a single class over the program duration, device will not be implemented.
- 10.3 PSDF reserves the right to increase or decrease the number of devices given the number of trainees.

11. ENTIRE AGREEMENT

This Agreement, together with the Appendixes **A, B, C, D & E** 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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).

17. 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.

18. 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.

19. 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.

20. 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.

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

22. LIABILITY:

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

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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

33. 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.

34. 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.¹
- 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. ²
Trainee Selection Compliance	3	Selection/enrolment of vulnerable trainees in line with BISP poverty score and DAE's	<ul style="list-style-type: none"> • Trainee age should be 18 years with upper age limit of 35 years by start of course. • Should not be enrolled earlier in any PSDF funded training • Should be in line with BISP poverty score • 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 course³
Participation Compliance	4	Marginal Trainee	<p>If class > 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>

1-Monitoring visits can be increased for any TSP based on risk assessment.

For Class > 1 Month:

² 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.

³ 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><u>Ghost Trainee:</u> 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> <ol style="list-style-type: none"> An explanation letter will be issued within 3 working days by PSDF after incident notified by TPM. 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. A warning letter will be issued if Ghost trainee is established. Identified trainee will be expelled from training and complete training cost of individual will be deducted since inception if established. 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. A penalty of 20% training cost of class monthly invoice will be imposed if established. <p><u>Fake Trainee:</u> A trainee whose physical verification through trainee Profile / trainee CNIC does not match with the present trainee during any monitoring visit by TPM Monitors & PSDF officials.</p> <p><u>First Occurrence:</u></p> <ol style="list-style-type: none"> 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 & in any scheme), it will be considered as first occurrence.

			<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 & 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>Actions to be taken after First Occurrence:</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"> • 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. • Ensure that trainee must bring their original CNICs on daily basis. • Check trainees physically with their original CNICs. • Ensure that PSDF funded trainees must attend class. • Female Instructor must verify female trainees in case of veil. <p>e) TSP will sign off & implementation of action plan within 20 days.</p>
--	--	--	--

			<p>f) KAM will conduct follow up visits to ensure the implementation of action plan & 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>Treatment of Fake trainee from First Occurrence:</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>Second Occurrence:</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>Actions after second occurrence of Fake trainee:</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 with 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>
--	--	--	---

			Treatment of Second occurrence of Fake trainee: <ul style="list-style-type: none"> (a) The identified trainee/s will be expelled, and complete training cost will be deducted since inception if established. (b) A penalty of 20% training cost of class monthly invoice will be imposed if established. (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. (d) The classes in progress of all ongoing schemes will be completed and payments of TSP will be made after all necessary deductions & completion of inquiry. (e) The ready/ Planned classes of all ongoing scheme will be considered as cancelled. (f) TSP will be debarred to work with PSDF for a period of 1 year from date of second occurrence.
	7	Accuracy of attendance register (visit day)	<ul style="list-style-type: none"> a) Attendance is not marked in the register. b) A trainee is marked present but found absent. c) A trainee is dropped out but marked present in the register. 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 & d) will be reported in trainee count. ⁴ e) Register format not followed f) Trainee attendance register is not available g)Cutting/ overwriting/ interlineation/ blank spaces observed in the attendance register.
	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% ⁵
	9	Any fee charged from Trainees	The trainee/s report/s about payment of any kind of fee at any time during the training

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

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

Deliverable Compliance	10	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.
Qualitative Compliance	11	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.
	12	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.
Assessment Compliance	13	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
Employment Commitment Compliance	14	Committed employment targets	<p>Payment against committed employment targets will be released as follows;</p> <ul style="list-style-type: none"> 80% & above verified; Full payment will be released. If 50% - 79% verified: Proportional payments will be released as per the verification results. If verified employment commitment remains less than 50% payment will be made to the number of verified employed trainees only. Note: The employment data will only be verified if submitted through Placement service Portal (PSP) from January 2020.
Reporting Compliance	15	Late submission of reports	2% fine will be applied on late submission of reports and relevant documents.
Contractual to Enrolment Compliance	16	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.
TSP-TPM Collusion	17	Establishment of Collusion	<p>On Event Report:</p> <ul style="list-style-type: none"> TSP will be enquired about the incident of any collusion in writing Payments of all contracts will be withheld & MIS access will be restricted until the outcome of inquiry <p>1st Occurrence (collusion established)</p> <ul style="list-style-type: none"> A penalty of 20% monthly training cost of all classes will be imposed <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"> Warning Letter will be issued Meeting with TSP about implications of re-occurrence of incident TSP will terminate staff involved in collusion TSP payments will be resumed after taking necessary actions <p>2nd Occurrence (collusion established)</p> <ul style="list-style-type: none"> TSP Contract will be terminated and debaring for at-least one year

			<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"> 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
--	--	--	---

- 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 followed⁶
- 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.

⁶ 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 16th October 2022 that the contents of the above declaration are true, correct and binding and nothing has been concealed in this regard.

DEPONENT

Appendix – E

Number of Trainees	Number of devices
1-100	1
101 – 200	2
201 – 300	3
301 and above	With the same proportion as above

Device will be implemented across project. However, if a training provider secure business of only a single class over the program duration, device will not be implemented.