

PUNJAB SKILLS DEVELOPMENT FUND

Tender Document

Procurement No: 90/PSDF/OEP-IP

**Hiring of Overseas Employment Promoters for International Placement of
Graduates**

Apr 2025



Submission Date for Sealed E-Bids: May 13, 2025, 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

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Section-I: Invitation to Bids

1.1 INVITATION TO BID

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

Sealed bids/proposals are invited from established firms/companies for **“Hiring of Overseas Employment Promoters for International Placement of Graduates”** (hereafter called as bidders) to PSDF. All interested and eligible bidders are requested to go through the Tender document and provide relevant information along with supporting documents mentioned in this tender document and must be submitted online through EPADS portal.





Hiring of Overseas Employment Promoters for International Placement of Graduates

Punjab Skills Development Fund (PSDF) is the largest skills development fund in Pakistan, established in 2010 as a not-for-profit company set up by the Government of Punjab (GoPb).

PSDF invites bids under single stage two envelopes bidding procedure from well-reputed, experienced and tax registered companies/firms against the above-mentioned services. The interested companies/firms can obtain the bidding document containing all details with its evaluation criteria and terms & conditions from **EPADS** Portal of Punjab PPRA (<https://punjab.eprocure.gov.pk/#/auth/login>), **PPRA** website (www.ppra.punjab.gov.pk), & **PSDF** website (<https://www.psdf.org.pk/>)

Sr. No.	Description	Procurement No.	Total Tenure of Contract	Bid Submission Deadline (Date & Time)	Technical Bid Opening Date & Time	Estimated Cost
1.	Hiring of Overseas Employment Promoters for International Placement of Graduates	90/PSDF/OEP-IP	1 Year (extendable for another terms)	May 13, 2025, by or before 03:00 PM	May 13, 2025, on 03:30 PM	PKR 45 Million

Important Information:

- Bids submitted only through EPADS Portal of Punjab PPRA shall be accepted while submission by other means shall be rejected. Late Bids shall be rejected.

- The Bids will be opened in the presence of the Bidders' representatives who may choose to be present at the address below on the date and time stated above.
- In case of official holiday on the day of submission, next day will be treated as closing date (time of closing and opening of bid will remain the same).
- The bidding procedure shall be governed strictly in accordance with the Punjab Procurement Regulatory Authority Rules 2014 through national competitive bidding procedure.

Procurement Department, Punjab Skills Development Fund

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

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Section-II: Instructions to Bidders (ITB)

Note:- All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009 and Punjab Procurement Rules-2014, Amended till date of advertisement. In case of any conflict between the provision of this document and PPRA Act-2009/ PPRA Rules-2014, the later shall prevail.

2.1. Introduction

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| 2.1.1 Scope of Bid | i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of <i>[nature of services to be decided by the procuring agency]</i> as specified in the Section-IV Bid Data Sheet (BDS) and Section VII- Schedule of Requirements. The successful Bidders will be expected to provide the services for the specified period and timeline(s) as stated in the BDS. |
| 2.1.2 Source of Funds | i) The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued. |
| 2.1.3 Eligible Bidders | <p>i) The Invitation to Bids is open to all Service Providers i.e. association of firms/companies/sole proprietor/ JVs, registered with relevant Registration Authorities and Tax Departments/Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.) [as specified in Section-IV Bid Data Sheet (BDS)], except as provided hereinafter.</p> <p>ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under this Invitation to Bids.</p> <p>iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.</p> <p>iv) Bidders shall not be under a declaration of blacklisting by the Procuring Agency.</p> <p>v) In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in</p> |

accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.

- vi) The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
- vii) Any agreement that form a joint venture, consortium or association shall be required to be submitted as part of the Bid and shall be attested.
- viii) Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
- ix) The invitation for Bids is open to all prospective bidder/service provider subject to any provisions or licensing/regulatory requirements issued by the respective national/ provincial professional statutory body established for that particular trade or business.
- x) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
 - a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the services to be purchased under this Invitation for Bids.
 - b) have controlling shareholders in common; or
 - c) receive or have received any direct or indirect subsidy from any of them; or
 - d) have the same legal representative for purposes of this Bid; or

- e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
- f) submit more than one Bid in this Bidding process, However, this does not limit the participation of subcontractors in more than one Bid.

xi) A Bidder may be ineligible if –

- (a) the Bidder is declared bankrupt or, in the case of company or firm, insolvent;
- (b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
- (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
- (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;
- (e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
- (f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
- (g) The firm, Service Provider and contractor is blacklisted/ debarred by any international organization.

- xii) Bidders shall provide the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
 - xiii) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.
 - xiv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.
- 2.1.4. Cost of Bidding**
- i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring Agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process-
- 2.1.5. One person one bid**
- i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
 - ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
 - iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.
- 2.1.6. Work Plan/Deputation Plan**
- i) The Bidder shall be responsible for the provision of bids as per work plan/deputation plan formulated by the procuring agency and procuring agency may also, from time to time amend the same as per its requirement.

2.2. The Bidding Documents

- 2.2.1. Content of Bidding Documents**
- i) The services required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
 - (a) Invitation to Bids
 - (b) Instructions to Bidders (ITB)

- (c) Technical Specifications
 - (d) Bid Data Sheet
 - (e) General Conditions of Contract (GCC)
 - (f) Special Conditions of Contract (SCC)
 - (g) Schedule of Requirements
 - (h) Bid Form
 - (i) Bidder Profile Form
 - (j) General Information Form
 - (k) Affidavit
 - (l) Bid Security Form
 - (m) Technical Bid Form
 - (n) Contract Form
 - (o) Financial Bid Form / Price Schedule
 - (p) Performance Guarantee Form
 - (q) Check List
- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not substantially responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
 - iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.
 - iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.2.2. Clarification of Bidding Documents

- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.
- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS**.
- iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above**. However, this clause shall not apply in case of alternate methods of Procurement.
- iv) Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.
- v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of clarification, it shall do so following the procedure under **ITB 2.2.3**.
- vi) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
- vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together

with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

2.2.3. Amendment of Bidding Documents

- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing time of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) of PPR-14.
- ii) All prospective Bidders that have received the Bidding documents will be notified of the amendment in writing or by email and will be binding on them.
- iii) Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
- iv) Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be communicated in writing or in any identified electronic form, e.g. email that secures record of the content of subject communication.
- v) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

2.3. Preparation of Bids

2.3.1. Language of Bid

- i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the

Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

- 2.3.2. Bid Form**
- i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the simple services/janitorial services/security services/repair and maintenance/any other services etc. etc. to be provided.
- 2.3.3. Bid Prices**
- i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the person/guard *[to be decided by the procuring agency]* the services of which it proposes to provide under the contract.
 - ii) Prices indicated on the Price Schedule shall be item wise/ package wise *[to be decided by the Procuring Agency on form 8.10]*
 - iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.4(i) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.
 - iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.
- 2.3.4. Bid Currencies**
- i) Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.
 - ii) The Bidders must adhere to the minimum wage rate (notified by Labour & Human Resource Department) and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid.
- 2.3.5. Documents Establishing Bidder's Eligibility and Qualification**
- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
 - ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at

the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.

- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:
 - (a) that the Bidder has the financial, technical capability necessary to perform the contract;
 - (b) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

2.3.6. Bid Security

- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.6. (vii).
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
 - (a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for Sixty (60) Days, beyond the validity of Bid.
- iv) Any Bid not secured in accordance with ITB Clauses 2.3.7 (i) and (iii) may be rejected by the Procuring Agency as non-responsive.
- v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than Thirty (30) days after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.7 (iii) (a) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

"38(2)(a)(vii) the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:

provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency".

- vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.
- vii) The Bid security may be forfeited:
 - a. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
 - b. in the case of a successful Bidder, if the Bidder:
 - i. fails to sign the contract in accordance with ITB Clause 2.6.3;
or
 - ii. fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
 - iii. is blacklisted under relevant provisions of PPRA Act, 2009 and PPR-14.

2.3.7. Period of Validity of Bids

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.7 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.8. Format and Signing of Bid

- i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.
- ii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be initialed by the person or persons signing the Bid.

- iii) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.
- iv) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be initialed by the person or persons signing the Bid.
- v) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.
- vi) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

2.3.9. Minimum Wage rates/all applicable taxes

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

2.4. Submission of Bids

2.4.1 Sealing and Marking of Bids

- i) As per Rule 24, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- ii) The inner and outer envelopes shall:
 - a. be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
 - b. bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE..... (time and date)," *[to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.4.2.]*
- iii) The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".

- iv) If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (i), the Procuring Agency will assume no responsibility for the Bid's misplacement or premature opening.
- v) In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
Note: The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-38 of PPR-2014, which shall have precedence.
- vi) The inner and outer envelopes shall:
 - a) be addressed to the Procuring Agency at the address given in the **BDS**; and
 - b) bear the title of the subject procurement or Project name, as the case may be as indicated in the **BDS**, the Invitation to Bids (ITB) title and number indicated in the **BDS**, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **BDS**, pursuant to **ITB 2.4.2**.
- vii) In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
 - a) Bidder shall submit his **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL** in separate inner envelopes and enclosed in a single outer envelope.
 - b) **ORIGINAL** and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (c) The envelopes containing the **ORIGINAL** and copies will be put in one sealed envelope and addressed / identified as given in **BDS**.
- viii) The inner and outer envelopes shall:
 - a) be addressed to the Procuring Agency at the address provided in the **BDS**;
 - b) bear the name and identification number of the contract as defined in the **BDS**; and provide a warning not to open before the time and date for bid opening, as specified in the **BDS**, pursuant to **ITB 2.4.2**;

c) In addition to the identification required in Sub- Clause (b) hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to ITB.2.4.3.

ix) If all envelopes are not sealed and marked as required by **ITB 2.4.1** or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.

2.4.2 Deadline for Submission of Bids

i) Bids must be received by the Procuring Agency at the address specified under BDS no later than the time and date specified in the Bid Data Sheet.

ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

iii) Bids shall be received by the Procuring Agency at the address specified under **BDS** no later than the date and time specified in the **BDS**.

2.4.3. Late Bids

i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.

ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.

iii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

2.4.4. Modification and Withdrawal of Bids

i) The Bidder may modify or withdraw its Bid after the Bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Procuring Agency prior to the deadline prescribed for submission of Bids.

ii) The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) A withdrawal notice may also be sent by email, but

followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

- iii) No Bid may be modified after the deadline for submission of Bids.
- iv) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.7 (vii).
- v) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
- vi) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

2.5. Opening and Evaluation of Bids

2.5.1. Opening of Bids by the Procuring Agency

- i) The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register as proof of their attendance.
- ii) First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- iii) Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

- iv) Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
- v) Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
- vi) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
- vii) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.
- viii) Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
- ix) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder’s

representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.

- x) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **2.4.3 (i)**.
- xi) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- xii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
- xiii) A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.

[if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.]

2.5.2. Confidentiality

- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.
- ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
- iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

2.5.3. Clarification of Bids

- i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a

clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.

- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.
- iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
 - a) evaluation & qualification criteria;
 - b) required scope of simple *services/janitorial services/security services/repair and maintenance/any other services etc.* and related materials.
 - c) all securities requirements;
 - d) tax requirements;
 - e) Terms and conditions of bidding documents.
 - f) change in the ranking of the Bidder
- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

2.5.4. Preliminary Examination

- i) The Procuring Agency will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- ii) Arithmetical errors will be rectified on the following basis:-
 - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.

- b. If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.7), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- iv) If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
 - a) meets the eligibility criteria defined in **ITB 2.1.3**;
 - b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
 - c) has been properly signed;
 - d) is accompanied by the required securities; and
 - e) Is substantially responsive to the requirements of the Bidding Documents.

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

2.5.5. Examination of Terms and Conditions; Technical Evaluation

- i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.
- ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.

- iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.

2.5.6. Correction of Errors

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
 - a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
 - b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
 - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
 - d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
- ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.7**.

2.5.7. Conversion to Single Currency

- i) As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:
For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day. In case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

2.5.8. Post-qualification & Evaluation of Bids

- i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to

perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.

- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.
- iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be substantially responsive, pursuant to ITB Clause 2.5.5.
- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10 to be decided by the Procuring Agency which must include clear cut instruction regarding evaluation inclusive of all prevailing taxes, duties, fees along with observance of minimum wages etc.

2.5.9. Contacting the Procuring Agency

- i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.
- ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

2.5.10. Grievance Redressal

- i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.

- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the GRC well before the proposal submission deadline.
- iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the GRC well before the proposal submission deadline.
- iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA for obtaining/ receiving grievance petitions from the prospective bidders (if any).
- v) In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. Award of Contract

2.6.1. Notification of Award

- i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or by email to be confirmed in writing by registered letter, that its Bid has been accepted.
- ii) The notification of award will constitute the formation of the Contract.

- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.7 (v).

2.6.2. Performance Guarantee

- i) Within fifteen (15) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.
- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

2.6.3. Signing of Contract/ Issuance of work Order

- i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*.
- ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, **within fifteen (15) days of receipt of the Contract Form**, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.
- iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.

2.6.4. Award Criteria

- i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award

- i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of *simple services/janitorial services/security services/repair and maintenance/any other services etc.* originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (iv) of PPR-14 (not more than 15%).

2.6.6. Procuring Agency's Right to Accept or Reject All Bids

- i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.
- ii) The Bidders shall be promptly informed about the rejection of the Bids, if any
- iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.

2.6.7. Re-Bidding

- i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

2.6.8. Corrupt or Fraudulent Practices

- i) The Procuring Agency requires that Bidders, Service Providers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:

"(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public

official in the course of the exercise of his duty; it may include any of the following:

- i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
- ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
- v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.”*

ii) Blacklisting & Debarment:

Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

Substantial Requirements & Procedure for Blacklisting & Debarment:

As per S-17A of PPRA, Act, 2009:

“17A. Blacklisting.— (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.

(2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any

public procurement process of all or some of the procuring agencies for a specified period.

(3) *Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.*

(4) *A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]*

As per rule 21 of PPR-14:

21. Blacklisting.—(1) *A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:*

(a) acted in a manner detrimental to the public interest or good practices;

(b) consistently failed to perform his obligation under the Contract;

(c) not performed the Contract up to the mark; or

(d) indulged in any corrupt practice.

(2) *If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:*

(a) shall forward the decision to the Authority for publication on the website of the Authority; and

(b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

(3) *The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.*

(4) *Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.*

(5) *Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before*

the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

- 1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
- 2. The show cause notice shall contain:*
 - (a) precise allegation, against the bidder or Contractor;*
 - (b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and*
 - (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*
- 3. The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.*
- 4. In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*
- 5. In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*
- 6. The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*

7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*
8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*
9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*
15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*

17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process."*
- iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

Section-III. Technical Specifications

3.1. Scope of work

Punjab Skills Development Fund (PSDF) is a not-for-profit organization and the largest skills development Fund in Pakistan. It invests in the development of vocational skills of the youth of Punjab, the largest province of Pakistan.

PSDF will obtain the services of Overseas Employment Promoters for international placement for skilled workforce.

Responsibilities of OEP are to:

1. Get employment demand from international employers as per given preferred sectors. Arrange all activities for mobilization as per demand.
2. Share demand letters with PSDF and obtained approval from PSDF for placement based on demand letter(s).
3. Selection and mobilization of trainees, conduct marketing campaigns, and trade testing according to the eligibility criteria of employer.
4. Select only eligible trainees who have CNIC with permanent or temporary residential address of any district of the Punjab.
5. Arrange trade testing and certification from the relevant body as per the requirements of international employer. Reimburse expenses from PSDF as per actual invoice for local trade testing which is no more than PKR 3,500/ candidate, take prior approval from PSDF.
6. Complete documentation and facilitate trainees for international placement including but not limited to visa applications, medical, protectorate, work permits, and compliance with legal regulations.
7. Share list of contents of refresher training with PSDF based upon trade testing results, if available.
8. Charge only agreed expenses from candidate after taking approval from PSDF. Share declaration signed from candidates regarding details of all expenses. Format attached.
9. Maintain separate bank account and financial records relating to the PSDF assignment(s).
10. Assist any PSDF partner in carrying out a tracer study / evaluation of the trained persons, if required.
11. Share list of required topics for refresher training with PSDF.
12. OEP is required to provide PSDF with a signed declaration for each demand raised. This declaration must include complete details of any expenses or charges to be levied on the candidates.
13. Any other obligation agreed in the Contract.

14. OEP will be responsible for following the SOPs implemented by the Government and PSDF to ensure the safety and well-being of trainees.

Note:

In case of non-compliance of the above-mentioned responsibilities, financial penalties will be applicable as per the discretion of PSDF.

Responsibilities of Punjab Skills Development Fund are to:

1. May support in mobilization of trainees.
2. PSDF to arrange the provision of necessary refresher training as per relevant job requirements, as per requirements.
3. Make arrangements for pre-departure refresher training, where required.
4. Provide agreed funds to OEP as a fee for graduate's placements.
5. Provide funds for trade testing on a reimbursement basis (on PSDF discretion).
6. Provide funds for medical, visa protector, etc. on reimbursement basis to candidates based upon candidates' attendance record (on PSDF discretion). PSDF will reimburse approximately PKR 22,000 for medical, 32,000 for visa stamping/ protectorate/ biometric, based upon actual invoices. Please keep the actual invoices for reimbursement, as per government policy. Reimbursement will be made directly to the trainees those who will successfully receive job/placement letter from the International Employer.
7. PSDF may also fund Takamul testing cost as per actual invoices.
8. Provide funds to meet costs on account of Trainee Support which includes stipend as determined by PSDF management.
9. Take measures for quality control directly or indirectly.
10. Arrange and finance a large-scale graduation ceremony if any arranged by PSDF.
11. Bear costs on account of publicity as considered appropriate by PSDF management.

Joint Responsibilities of Punjab Skills Development Fund and Organizations:

- To showcase the training programs funded by PSDF on different forums, if required.

Deliverable

- List of targeted employers with identified workforce needs, share proof of workforce requirements for demand generation. Share it with PSDF for approval.
- Share employer's demand letter and contract MoU having employment details e.g. type and duration of potential employment along with cost heads covered by employer, if requested and available.

- Placement of graduates internationally.

Eligibility of Trainees

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

- Trainees must be of age 18-45 years or as per employers' requirements.
- Must have a valid CNIC, issued from any location within Punjab.
- Must meet the minimum entry requirements as specified in respective training curriculum duly approved by international employers.

Section-IV: Bid Data Sheet

4.1. Bid Data Sheet (BDS)

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

A. Introduction		
BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	2.1.1	<p>Name of Procuring Agency: Punjab Skills Development Fund.</p> <p>The subject of procurement is: Hiring of Overseas Employment Promoters for International Placement of Graduates as per section – III. Technical Specifications.</p> <p>Contract Period for Hiring of Overseas Employment Promoters for International Placement of Graduates: One (1) year (Extendable for another terms).</p> <p>Commencement date for Hiring of Overseas Employment Promoters for International Placement of Graduates: as per the effective date of contract.</p>
2.	2.1.2	<p>Financial year for the operations of the Procuring Agency: Financial Year 2024-25</p> <p>Name of Project/ Grant (Development or Non-Development): <i>PSDF (Annual Development Plan (ADP-PC1))</i></p> <p>Name of financing institution: Planning & Development Board through ADP.</p> <p>Name and identification number of the Contract: Invitation of Bid for Hiring of Overseas Employment Promoters for International Placement of Graduates, Procurement # 90/PSDF/OEP-IP</p>
3.	2.1.3 (iv)	<p>Maximum number of members in the joint venture, consortium or association shall be:</p> <p>Joint venture of any kind is not allowed to participate in the bid. (Please attach a declaration on letterhead that bidder is not participating as Joint venture.)</p>
4.	2.1.4	Ineligible country (s) is or are: Not Applicable

B. Bidding Documents		
6.	2.2.2	The address for clarification of Bidding Documents : may be requested by May 6, 2025 , before 5:00 PM through EPADS portal and no response shall be given, if not requested through the EPADS portal.
	2.2.2	Pre-bid meeting will be held on dated May 2, 2025, on 11:00 AM . Those bidders who are interested to participate through an online link can request by email, before April 30, 2025, by 05:00 PM so that the link could be shared with them. The PSDF's Procurement Team will address and guide the bidders regarding the submission of bid on EPADS portal along with the other queries (if any) or email at: Evaluation@psdf.org.pk
8.	2.3.9 & 2.4.1	Single stage two envelopes bidding procedure will be followed, Complete bid containing the Technical (Eligibility & Technical Envelopes) and Financial (Commercial Envelope), with all required information, documentary evidence, and annexures must be submitted on the e-tendering portal before closing dated.
C. Bid Price, Currency, Language and Country of Origin		
9	2.3.1	Language of bid should be English.
10	2.3.4	The price quoted shall be in PKR . Including all applicable taxes.
11.	2.3.4 & 2.3.9	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract, duration of this contract shall be one year (extendable for another terms) during which the prices shall be fixed.
12.	Evaluation Cost	<p>PSDF will charge evaluation cost from Overseas Employment Promoter (OEP), as the evaluation of bids is outsourced. OEP 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 Rs. 10,900 (Rupees ten thousand, nine hundred only) shall be submitted for evaluation of eligibility by every OEP 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. 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>The Bank Drafts, bid security, and performance guarantees must be submitted in hard copy along with an Affidavit to PSDF before the submission deadline.</p>

D. Preparation and Submission of Bids					
13.	2.1.3	Eligibility / Knock Down Criteria			
		Sr. No.	Eligibility Criteria Details	Response/ Elaboration/ Proof Required	Attached Supporting Documents /Proof and mark (Yes/No)
					YES. NO.
		1.	OEP must have legal status of Firm / Company / sole proprietor.	OEP to please Furnish SECP certificate in case of company or form C /partnership deed in case of firm or NTN in case of sole proprietor.	
		2.	Must be an Active Taxpayer as per "Active Taxpayer List" of FBR for Overseas Employment Promoter (OEP)	Please provide the Scanned copy of NTN.	
		3.	Must be an Active Taxpayer as per "Active Taxpayer List" of General Sales Tax (GST) / Provincial Sales Tax (PST) where applicable.	Please attach proof to ascertain that the bidder is on active list of General Sales Tax (GST) / Provincial Sales Tax (PST).	
		4.	OEP must have a valid Overseas Employment Promoter license for the 2 years. Must not be Blacklisted by Bureau of Emigration & Overseas Employment.	OEP to Provide copy of active Promoter License.	
		5.	Affidavit on stamp paper (duly attested by oath commissioner/notary public) as per the form 8.5 of the tender document, declaring that OEP is not blacklisted or debarred	(Please attach copy of affidavit attested by oath commissioner/ notary public (as per form 8.5 of the tender document) on stamp paper of not	

			by procuring agency.	less than Rs 300, declaring that the OEP is not blacklisted, and the original affidavit must be delivered to PSDF office as per the mentioned address before the closing date and submission time of the bid.)		
		If the bidder fails to provide information as per the above-mentioned or does not fulfil the requirement of, "Eligibility Criteria" shall be disqualified and declared ineligible from the bidding process and its technical evaluation shall not be carried out.				
14.	2.1.1	Bid shall be submitted to: Complete bid containing the Technical (Eligibility & Technical Envelopes) and Financial (Commercial Envelope), with all required information, documentary evidence, and annexures must be submitted on the EPADS portal before closing date.				
15.	2.4.2	The deadline for Bid submission is: May 13, 2025, at 03:00 PM				
16.	2.5.1	Technical proposals shall be publicly opened on the same day i.e., May 13, 2025, at 03:30 PM in the presence of bidder's representatives who wish to attend it at PSDF, Procurement Department on 21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore – Pakistan.				
17.	2.6.2	Amount of Performance Guarantee is: Successful bidder will submit a performance guarantee in form of pay-order or bank guarantee or demand draft or Call Deposit Receipt (CDR) of 2% for each lot of contract value within fifteen (15) days of the receipt of notification of award/letter of Intent (LOI) from the Procuring Agency which will be returned after completion of contract.				
18.	2.3.6	Estimated Contract Price is PKR 45 million/- Amount of Bid security is Bid Security (i.e., 1% for Construction/Light & Engineering Sector = 330,000, 1% for Hospitality = 90,000, 1% for IT = 15,000 & 1 % for Retail = 15,000) in the form of a pay-order or demand draft favoring Punjab Skills Development Fund shall reach to PSDF, Procurement Department on 21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore – Pakistan before the opening of the bid (Please mention the title of the procurement on envelope). If the original bid security is not delivered before the opening of the bid, the bidder shall be disqualified for further proceedings. The Bid security should be valid for a period of not less than 6 months and a scanned copy must be				

		attached in the financial envelope of the e-pads portal. Bid Security of disqualified bidders will be returned after awarding the contract to the successful bidder on request.					
19.	2.3.7	Bid validity period after opening of the Bid is: The bid shall remain valid for the period of 180 days from the date of bid opening.					
E. Opening and Evaluation of Bids							
20.	2.5.1	The Bid opening shall take place at: PSDF, Procurement Department on 21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore – Pakistan.					
21.	2.3.4	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: PKR The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day’s ex-change rates will prevail.					
F. Bid Evaluation Criteria							
22.	2.5.8	The technical proposal of eligible organizations will be evaluated against the requirements specified in the evaluation criteria given below. Passing marks for the technical qualification are 65 . The Financial bid of only technically qualified bidders shall be opened.					
23.	2.5.8	Financial Evaluation Criteria: Contract shall be awarded based on Least Cost Selection Method . The total trainee target under this procurement is 3,000 trainees (as per the lot-wise breakup mentioned against the sectors). Rank 1 bidder will be awarded contract on least cost-base method for the proposed trainees. If the proposed trainee target/ number of Rank 1 bidder is less than the procurement target (3,000 trainees (as per the lot-wise breakup mentioned against the sectors)) then subsequent bidder(s) will be offered the contract at the same price as Rank 1 bidder till the target is met. Estimated cost against each sector is mentioned below: <table><tr><td>Lot No.</td><td>Sector</td><td>Head Count</td><td>Per Head (Budgeted Amount)</td><td>Total Budget</td></tr></table>	Lot No.	Sector	Head Count	Per Head (Budgeted Amount)	Total Budget
Lot No.	Sector	Head Count	Per Head (Budgeted Amount)	Total Budget			

			1	Constructio n/Light & Engineering	2,200	15,000	33,000,000	
			2	Hospitality	600	15,000	9,000,000	
			3	IT	100	15,000	1,500,000	
			4	Retail	100	15,000	1,500,000	
			Total					45,000,000

This above-mentioned cost includes the cost for lead generation, screening & shortlisting and placement. In case of trade testing for pre-screening is arranged by the OEP, a cost upto PKR **3,500 / trainee** shall be reimbursed on actual invoices.

The cost for medical, visa protectorate/ stamping/ biometric will be reimbursed to the candidates as per actual invoices.

Takamul testing cost will be paid to the OEP.

The Financial Proposals of only eligible bidders with technically qualified will be opened publicly in the presence of bidders or their representatives who may choose to be present at the time and place announced prior to the opening. Please provide information regarding Financials Bid Form/Price Schedule and commercial envelope of the **EPADS** portal.

Technical Evaluation Criteria				
S. No.	Descriptions	Total Points	Categorized Points	Remarks (Attachment of relevant evidence in each case is mandatory. In case of non-compliance, no mark will be awarded)
1.	Past Experience of Manpower Export	25		The evidence from OEP from Bureau of Emigration in last 3 years (2022, 2023 & 2024 and ongoing 2025) would be accepted. If no valid attachment is provided, then no marks for this section will be awarded.
	More than or equal to 500 manpower exported		25	
	More than or equal to 400 but less than 500 manpower exported		20	
	More than or equal to 300 but less than 400 manpower exported		15	
2.	Staff Proposed - Placement Officer	20		Degree/ transcript & CV must be attached, Otherwise, zero marks will be awarded. if evidence of qualification mentioned in the CV is not attached. Zero marks will be awarded in working experience if proof of relevant previous / current employment mentioned in the CV is not attached. Note: - Please use the CV format provided below. If no valid attachment is provided, then no marks for this section will be awarded.
	Qualification: -	10		
	Masters / Bachelors (16 Years of Education) or above		10	
	Bachelors (14 Years of Education)		7	
	Certificate/ Diploma		5	
	Working Experience: -	10		
	More than or equal to 3 years of relevant working experience		10	
	More than or equal to 2 but less than 3 years of relevant working experience		5	
3.	International Employers Portfolio – last 2 years	30		Attach copy of service order / contracts / engagement letter / performance satisfactory letter/ visa
	Worked with equal to or more than 4 international employers		30	

	Worked equal to or more than 3 but less than 4 international employers		25	letters/ demand letters/ offer letters etc. from employers for the OEP. If no valid attachment is provided, then no marks for this section will be awarded.
	Worked with equal to or more 2 but less than 3 international employers		20	
4.	Demand Letters	25		Valid demand letters issued in 2024-25. Please share copy of original demand letters on name of OEP, issued by employers.
	Valid demand letters for 300 or more from international employer		25	PSDF reserved the right to verify the provided valid demand letter directly from the International Employer. If no valid attachment is provided, then no marks for this section will be awarded.
	Valid demand letters for 200-299 from international employer		20	
	Valid demand letters for 150-199 from international employer		15	

Note: -

- The OEP are required to submit the documentary evidence required above. Moreover, it is mandatory to secure **65%** marks of Technical Evaluation Criteria to qualify for financial bid opening.

G. Award of Contract

24.	2.6.5	Percentage for quantity increase or decrease is: <i>[Insert percentage, but not more/less than 15%]</i> .
25.	2.6.2	Amount of Performance Guarantee is: Successful bidder will submit a performance guarantee in form of pay-order or bank guarantee or demand draft or Call Deposit Receipt (CDR) of 2% for each lot of contract value within fifteen (15) days of the receipt of notification of award/letter of Intent (LOI) from the Procuring Agency which will be returned after thirty (30) days of completion of contract.
26.	2.6.2	The Performance Security (or guarantee) shall be in the form of: form of pay-order or bank guarantee or demand draft or Call Deposit Receipt (CDR)

Section-V: General Conditions of Contract

[The Procuring Agency should formulate General Condition of Contract in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. simple services/janitorial services/security services/repair and maintenance/any other services etc. etc. However, for a standard procurement/contract content of a generalized General Conditions of Contract may be as follows:]

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Agency and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Service Provider is required to supply to the Procuring Agency under the Contract.
- (d) "The Services" means those services *{detail to be provided by the Procuring Agency as per its requirements}* and other such obligations of the Service Provider covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Agency" means the organization purchasing the Services, as named in SCC.
- (h) "The Procuring Agency's country" is the country named in SCC.
- (i) "The Service Provider" means the Bidder or firm supplying the Services under this Contract.
- (j) "The Project Site," where applicable, means the place or places named in SCC.

(k) "Day" means calendar day.

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|----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2. Application | 2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract. |
| 3. Country of Origin
<i>[where applicable]</i> | <p>3.1. All Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.</p> <p>3.2. The origin of Services is distinct from the nationality of the Service Provider. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.</p> |
| 4. Standards | 4.1. The services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications/work plan/deputation plan. |
| 5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency. | <p>5.1. The Service Provider shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2. The Service Provider shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.</p> <p>5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Service Provider's performance under the Contract if so required by the Procuring Agency.</p> <p>5.4. The Service Provider shall permit the Procuring Agency to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the donors, if so required by the donors.</p> |
| 6. Performance Guarantee | 6.1. Within fifteen (15) days <i>[to be decided by the procuring agency]</i> of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB. |

6.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

6.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or
- (b) a cashier's or certified cheque or CDR.

6.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

7. Incidental material

7.1. The Service Provider may be required to provide any of the incidental material if any, specified in SCC:

[If required and decided by the Procuring Agency]

8. Payment

8.1. The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.

8.2. The Service Provider's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, Services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.

8.3. As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Service Provider, provided the work is satisfactory.

8.4. The currency of payment is *[to be decided by the Procuring Agency]*

- 9. Prices** 9.1. Prices charged by the Service Provider and Services performed under the Contract shall not vary from the prices quoted by the Service Provider in its Bid, with the exception of any price adjustments authorized in SCC {mechanism and formula to be decided by the procuring agency}.
- 10. Change Orders** 10.1. The Procuring Agency may at any time, by a written order given to the Service Provider pursuant to GCC Clause 11, make changes within the general scope of the Contract, only if required for the successful completion of the job.
- 10.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.
- 11. Contract Amendments** 11.1. Subject to GCC Clause 10, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 12. Assignment** 12.1. The Service Provider shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.
- 13. Sub-contracts** 13.1. The Service Provider shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.
- 13.2. Subcontracts must comply with the provisions of GCC Clause 12.
- 14. Delays in the Service Provider's Performance** 14.1. Performance of Services shall be made by the Service Provider in accordance with the Schedule of Requirements/Work Plan/ Deputation Plan as prescribed by the Procuring Agency in Section VII.
- 14.2. If at any time during performance of the Contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Service Provider shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its

cause(s). As soon as practicable after receipt of the Service Provider's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

14.3. Except as provided under GCC Clause 17, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages.

15. Liquidated Damages

15.1. Subject to GCC Clause 17, if the Service Provider fails to provide the Services as per requirement/ within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 16 along with other remedies available under PPR-14.

16. Termination for Default

16.1. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:

- (a) if the Service Provider fails to deliver any or all of the service within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 14;
- (b) if the Service Provider fails to perform any other obligation(s) under the Contract; or
- (c) if the Service Provider, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:

(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or

misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process

16.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Procuring Agency for any excess costs for such similar Services. However, the Service

Provider shall continue performance of the Contract to the extent not terminated.

17. Force Majeure 17.1. Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Service Provider shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

17.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Service Provider, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc. from the purview of "Force Majeure".

25.3. If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

18. Termination for Insolvency 18.1. The Procuring Agency may at any time terminate the Contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

19. Termination for Convenience 19.1. The Procuring Agency, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

19.2. The Services that are complete and ready for shipment (if applicable) within thirty (30) days after the Service Provider's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Services, the Procuring Agency may choose:

	<p>(a) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(b) to cancel the remainder and pay to the Service Provider-an agreed amount for partially completed Services and for materials and parts previously procured by the Service Provider.</p>
20. Resolution of Disputes	<p>20.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>20.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.</p>
21. Governing Language	<p>21.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.</p>
22. Applicable Law	<p>22.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.</p>
23. Notices	<p>23.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.</p> <p>23.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
24. Taxes and Duties	<p>24.1. Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring Agency.</p>
25. Change in minimum wage rate	<p>25.1. If during the continuation of the service contract, minimum wage rate is revised by the competent authorized forum, then the ongoing contract shall</p>

be revised as per percentage increased in minimum wages declared for such category.

**26. Extension in
Contract period**

*{where applicable and
if the procuring agency
opts to include this
condition, this should
be included in original
advertisement as well}*

Initially the contract will be for one (1) year. However, the same would be extended by the competent authority, on the satisfactory performance by the contractor for further a period of another years on the same rate & TORs. Extension in the contact agreement shall be the discretion of the procuring agency and the contractor has no right to claim further extension as a matter of right in the contract.

Section-VI. Special Conditions of Contract

Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency is: **Punjab Skills Development Fund**

GCC 1.1 (h)—The Procuring Agency's country is: **Pakistan**

GCC 1.1 (i)—The Supplier is: **Awardee**

2. Performance Guarantee (GCC Clause 6)

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be: **2%** of contract value.

The Contractor shall cause the validity period of the performance security to be extended for contract period(s) as the contract performance may be extended.

3. Payment (GCC Clause 8)

GCC 8.1—The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows:

Payment for Services provided: Payment shall be made within 30 days after the submission of the invoice. All the payments shall be made in PKR after applying all the applicable taxes. Payment may be made in Pak. Rupees in the following manner:

- (i) Running Bill modality,
- (ii) Treasury Cheque, or
- (iii) Cross Cheque

4. Prices (GCC Clause 9)

GCC 9.1—Prices shall be fixed and shall not be adjusted.

The bidders are required to provide the bifurcation of quoted unit price (as required under Notes to Financial Bid Form/Price Schedule).

6. Resolution of Disputes (GCC Clause 20)

GCC 20.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 20.2 shall be as follows:

As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Service Provider, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.

7. Governing Language (GCC Clause 21)

GCC 21.1—The Governing Language shall be: English

8. Applicable Law (GCC Clause 22)

GCC 22.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan):

9. Notices (GCC Clause 23)

GCC 23.1—Procuring Agency’s address for notice purposes: Procuring Agency Address

—Service Provider’s address for notice purposes: Awardee Address

Section-VII. Schedule of Requirements/Work Plan/ Deputation Plan

*EXECUTION SCHEDULE
(COMMENCEMENT OF SERVICES)*

SR #	Description of Deliverables	Delivery Schedule
1.	Hiring of Overseas Employment Promoters for International Placement of Graduates	The successful OEP must provide required services from the effective date of contract.

Section-VIII: Forms

8.1. Bid Form

[To be signed & stamped by the Service Provider and reproduced on the letter head. To be attached with the Financial Bid, in case of Single Stage Two Envelope Procedure]

Date: _____

To: *[name and address of Procuring Agency]*

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, in conformity with the said Bidding documents for the sum of ***[total Bid amount in words and figures]*** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 2.3.7 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed (*if required*), this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

[In case of single stage one envelope bidding procedure]

The Composition of our Bid is:

a) Complete bidding document (without filling) signed and stamped by the bidder

b) all the forms relevant to the technical and financial bids (clearly indicated on each form)

c) All the required documents establishing eligibility of bidders/goods shall be made part of the bid.

d) Any other document required by the procuring agency not inconsistent with PPR-14.

[In case of single stage two envelope bidding procedure],

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

Technical bid includes the following: -

a) Complete bidding document (without filling) signed and stamped by the bidder

b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.

c) Copy of bid security form along with copy of financial instruments *[to be decided by the procuring agency i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque]* valid for () Days, beyond the validity of Bid in the manner as prescribed on the bid security form **8.10**.

d) Any other document required by the procuring agency not inconsistent with PPR-14.

Financial bid includes the following: -

a) Original Bid form (as per **form 8.1** of Bidding documents) on letter head of the bidder duly signed and stamped.

b) Price schedule / financial form (as per **form 8.9**) to be reproduced on the letter head of the bidder duly signed and stamped.

c) Original Bid security form (as per **form 8.10**) along with Original financial instrument *[to be decided by the procuring agency i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque]* valid for () Days, beyond the validity of Bid.

d) Any other document required by the procuring agency not inconsistent with PPR-14.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of service provider	Amount and Currency

(if none, state “none”)

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

8.2. Bidder's JV Members Information Form

(JV is not allowed for this procurement)

{To be reproduced and signed & stamped by the lead partner and all JV members on their letter Pad, to be attached with Technical Bid in addition to the JV agreement}

{The Service Provider shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Service Provider and for each member of a Joint Venture}.

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

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

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Service Provider.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

8.3. Bidder Profile Form

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

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

a) Details of Experience (Last Five Years)

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

8.4. General Information Form

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

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

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

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

8.5. Affidavit

[To be printed on not less than PKR 300 Stamp Paper, duly attested by oath commissioner/Notary Public. To be attached with Technical Bid]

Name: _____

(Applicant)

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

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

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

- (i) The bidder is neither currently blacklisted by any Department nor any litigation is pending before PPRA or any other court of law competence in this regard against any such blacklisting order.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the bidder shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) Bidder is not blacklisted or subject to any pending litigation in this regard, with any Government or Public Department.
- (v) The bidder comply with Section – III “Technical Specifications”, and Section – VII “Schedule of Requirements” of the Bidding Document.

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

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

8.6. Performance Guarantee Form

(Applicable in case of Bank Guarantee only)

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

To,

[name and address of the Procuring Agency]

WHEREAS (Name of the Contractor/ Service Provider) _____ hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE **"HIRING OF _____"** procurement of the following:

1. **[Please insert details]**.

(Here in after called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a Guarantee.

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of _____ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

Date _____

8.7. Technical Bid Form

[(i) To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid.

[(ii) Item names and quantities must be reproduced from Section – III (Technical Specifications). If any deviations are needed, it must be mentioned/quoted, separately in the Technical Proposal.]

SR #	Description of Deliverables	Offered Compliance to Section – III & Section – VII Specifications/Dimensions
1.	Hiring of Overseas Employment Promoters for International Placement of Graduates	

Stamp & Signature of Bidder _____

8.8. Contract Form

DATED _____, 2024

Hiring of Overseas Employment Promoters for International Placement of Graduates

BETWEEN

Punjab Skills Development Fund

AND

This Service Agreement (“**Agreement**”) is made on this ____ day of _____, 2025 (the “**Effective Date**”).

By and Between

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

And

[insert name], an Overseas Employment Promoter licensed by the Bureau of Emigration & Overseas Employment under License No. [insert License Number], through its authorized representative [insert name] bearing CNIC No. [insert CNIC Number], having its principal office at [insert Address] (hereinafter referred to as the “**OEP**” which expression shall, wherever the context so requires or permits, include its successors and assigns).

Depending on the context, PSDF and OEP shall individually be referred to as a “**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 to improve their livelihood prospects. PSDF desires to engage an experienced Overseas Employment Promoter to facilitate the international placement of skilled graduates trained under these programs (“**Purpose**”).

AND WHEREAS, the OEP is a duly licensed overseas employment promoter with substantial experience in the recruitment, preparation, and placement of manpower internationally, and has expressed interest in providing such services to PSDF for its Purpose as detailed in *Annexure A- ‘Scope of Services’* (“**Services**”) of this Agreement.

AND WHEREAS, the OEP has agreed to offer, and PSDF has agreed to procure, the envisaged Services on the terms and conditions set forth herein;

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

1. Recitals

The recitals shall form an integral part of this Agreement.

2. Scope of Services

- 2.1.1 The OEP shall be responsible for delivering all Services *outlined in Annexure A*, including (but not limited to) generating overseas employment demand, mobilizing and selecting suitable candidates, facilitating required testing and certifications, and managing the end-to-end overseas placement process in compliance with all applicable laws and guidelines.
- 2.1.2 If PSDF requires OEP to perform any services reasonably related to or incidental to the Scope of Services that are necessary to achieve the objectives of this Agreement, the OEP shall also perform such services in good faith, provided they fall within the OEP's expertise and the general scope of this engagement. Any significant changes to the Scope of Services or additional tasks shall be documented in writing and agreed upon by both Parties, and if required, an amendment to this Agreement or its Annexures shall be executed.

3. Term and Payment

- 3.1 This Agreement shall come into force on the date of execution of this Agreement, and its duration shall be 1 (one) year (“**Term**”), during which the prices shall be fixed.
- 3.2 The Term may be extended for another terms upon mutual agreement of the Parties, based on satisfactory performance by OEP and PSDF's project requirements. Any such extension shall be formalized in writing prior to the expiry of the initial term.
- 3.3 Time is of the essence in this Agreement, and whenever a date or time is set forth in this Agreement, the same shall be deemed to have been entered into and formed as an integral part of this Agreement.
- 3.4 In consideration of the satisfactory performance of services, PSDF shall pay the OEP a service fee (“**fee**”). The fee structure is based on successful placements of trainees (graduates) and related services as follows:

- 3.4.1 PSDF shall pay the OEP a fixed amount of PKR [15,000] per trainee for each successful international placement facilitated by the OEP. This fee covers all OEP costs for lead generation, candidate screening, shortlisting, and placement services.
- 3.4.2 PSDF will reimburse the OEP (or pay directly to the testing body) the costs of local trade tests for candidates, up to a maximum of PKR 3,500 per candidate on actual invoiced costs. The OEP must obtain prior written approval from PSDF for each trade test expense to be eligible for reimbursement.
- 3.4.3 PSDF shall reimburse the costs for mandatory medical examinations, visa stamping, protectorate fees, biometric verification, and related emigration expenses for placed candidates on an actual cost basis, subject to maximum limits as per PSDF policy (approximately PKR 22,000 for medical and PKR 32,000 for visa/protectorate/biometric per candidate). All such reimbursements shall be made to the candidates (or through the OEP to the candidates) upon submission of valid receipts/invoices and verification by PSDF. The OEP shall facilitate the candidates in preparing and submitting reimbursement claims and ensure no unauthorized charges are levied on the candidates.
- 3.4.4 If Takamul (skill verification) testing is required for certain candidates, PSDF will bear the cost of Takamul testing as per actual invoices and pay this cost to the OEP or the testing provider as applicable, provided that prior approval is obtained from PSDF.
- 3.4.5 The OEP shall submit to PSDF a written invoice for services and any reimbursement claims on a monthly basis, along with all supporting documents (e.g., list of candidates placed in that month, evidence of placement such as copies of employment contracts or visa/work permits, and receipts for any reimbursable expenses). Each invoice must detail the number of placements achieved, the placement fee due, and any reimbursable expenses claimed for that period. All invoices must be accompanied by documentation demonstrating that the OEP has fulfilled the corresponding obligations and deliverables for that period, and that the candidates meet the eligibility criteria and have been successfully placed.

- 3.4.6 PSDF shall review each invoice and, upon satisfaction that the billed services and expenses are in accordance with this Agreement, make payment to the OEP. Payments shall be made within thirty (30) days after submission of a valid invoice and verification of services performed, in accordance with Rule-62 of the Punjab Procurement Rules 2014 (“**Rules**”). All payments shall be made in Pakistani Rupees (PKR) and will be processed through cross-cheque or bank transfer in favor of the OEP.
- 3.4.7 All payments under this Agreement are inclusive of all applicable taxes, duties, and out-of-pocket expenses. PSDF shall deduct any applicable withholding taxes at source as required by Pakistani law. The OEP is responsible for payment of its own income tax, duties, or other impositions arising from this Agreement.
- 3.4.8 The total contract value under this Agreement (exclusive of any reimbursements for trade testing, medical, visa, or Takamul expenses) shall not exceed PKR [Total Fee], which is based on the placement of [Target Number] trainees (e.g., up to 3,000 trainees) at the agreed placement fee. In the event the OEP places fewer or more candidates than the target, payments will be adjusted pro rata according to the actual number of placements achieved. However, any placement beyond the agreed target must have prior written approval of PSDF and may require a contract amendment or separate arrangement.
- 3.4.9 PSDF shall have the right to withhold or adjust payments in case of the OEP’s non-compliance with the terms of this Agreement, poor performance, or invoice discrepancies. If any candidates are found not to meet the agreed criteria or if placements are not genuine or are prematurely terminated due to OEP’s failure to vet or prepare candidates properly, PSDF may deduct the corresponding placement fee from subsequent payments or recover such amounts from the OEP. Furthermore, payments may be withheld if the OEP fails to submit any required deliverable or report by the due date, until such deliverable or report is provided to the satisfaction of PSDF.

4. Deliverables

- 4.1 The OEP shall deliver the outputs and reports *as detailed in Annexure B - ‘Deliverables’*, which is attached to and forms part of this Agreement. Annexure B outlines the specific

deliverables, their descriptions, and the schedule for delivery over the course of the contract.

4.2 Key deliverables include, but are not limited to:

- 4.2.1 A comprehensive list of targeted overseas employers in the agreed sectors (e.g., Construction, Engineering, Hospitality, IT, Retail, Care, etc.) with identified workforce needs. This list should include evidence or proof of workforce demand from those employers (such as demand letters, emails, or other communications indicating interest in hiring). The OEP shall submit this list to PSDF for approval within [X] weeks of the Effective Date of the contract.
- 4.2.2 Copies of official demand letters, job orders, or Memoranda of Understanding (**MoUs**) from international employers detailing the employment opportunities for PSDF graduates. Each demand letter or MoU should include key details such as job roles, number of positions, employment duration, salary/offered benefits, and any cost components covered by the employer. The OEP shall share each such document with PSDF as soon as it is obtained and seek PSDF's approval for proceeding with placement against that demand.
- 4.2.3 Regular reports on the selection and mobilization of candidates for each approved demand. These reports shall detail the marketing and outreach activities conducted, number of candidates mobilized, trade tests conducted, results of trade tests, and confirmation that all selected candidates meet the Eligibility Criteria (as defined in the next section). The first report shall be provided within [X] weeks after the first demand approval, and subsequent reports shall be provided [monthly/quarterly] or as agreed, outlining ongoing progress.
- 4.2.4 Documentation and summary reports of candidates successfully placed internationally under this program. For each candidate or batch of candidates sent abroad, the OEP must provide to PSDF: copies of employment contracts or job offer letters, visa/work permit copies, proof of departure (e.g., boarding pass or passport exit stamp), and a declaration that the OEP has not charged any unapproved fees to the candidate. These placement reports shall be submitted on a [x] basis, aligned with the invoicing cycle, and a final

comprehensive placement report shall be submitted at least one month prior to contract completion summarizing the total placements achieved.

- 4.2.5 A record of all expenses incurred and reimbursed under this Agreement, including trade testing costs, medical and visa expenses for candidates, and any Takamul testing fees. The OEP shall maintain a separate bank account and financial records for all transactions related to PSDF assignments. Summaries of these records shall be shared with PSDF upon request and as part of periodic deliverables (e.g., a quarterly financial reconciliation report).
- 4.2.6 At least [2] weeks before the end of the contract term, the OEP shall submit a comprehensive final report detailing all activities undertaken, placements completed, challenges faced, lessons learned, and recommendations for future programs. This report should also include an attestation that all obligations have been met, and it shall be accompanied by any remaining supporting documents not yet provided.
- 4.2.7 The detailed description and timeline for each deliverable are provided in Annexure B. The OEP's adherence to the deliverable schedule will be a key performance indicator and shall be monitored by PSDF.

5. Eligibility and Compliance Requirements

- 5.1 The OEP shall ensure that all candidates selected for overseas placement under this Agreement meet the following minimum eligibility criteria, as prescribed by PSDF:
 - 5.1.1 Candidates must be between 18 and 45 years of age (or within any other age range specified by the international employer, if more restrictive).
 - 5.1.2 Candidates must possess a valid Computerized National Identity Card (**CNIC**) issued by NADRA, with a permanent or temporary address in any district of Punjab.
 - 5.1.3 Candidates must have completed the PSDF-funded training program relevant to the job opportunity or otherwise meet the minimum entry requirements specified by the international employer for the job. This may include holding any certifications or qualifications required by the employer.
 - 5.1.4 Candidates must meet the health and fitness requirements for overseas employment, including clearing any medical examinations mandated by the destination country or employer.

- 5.1.5 Candidates should have no legal impediment (such as a travel ban or a criminal record that would prevent issuance of a visa) to working abroad. The OEP should verify that each candidate can obtain a passport and the necessary clearances for emigration.
- 5.1.6 The OEP shall screen and document that each candidate fulfills the above criteria before including them in any overseas employment process.
- 5.2 The OEP warrants that it holds a valid OEP license (License No. [License Number]) under the Emigration Ordinance, 1979 and the rules/regulations framed thereunder, and that it is fully authorized to operate overseas employment services. The OEP shall maintain this license in good standing throughout the term of this Agreement and comply with all laws and regulations applicable to overseas employment promoters, including but not limited to the Emigration Ordinance, 1979 (“**Ordinance**”) and Emigration Rules, 1979 (“**Emigration Rules**”) (and any amendments thereto), Regulations and directives of the Bureau of Emigration & Overseas Employment (BEOE), Government of Pakistan, and any applicable laws of the host countries where placements are made, including labor laws and visa regulations.
- 5.3 The OEP shall immediately notify PSDF in writing of any suspension, cancellation, or issue concerning its OEP license or legal authorization to perform its obligations.
- 5.4 The OEP shall not charge any fees or expenses to the candidates/trainees except those expressly permitted by PSDF in writing. All expenses that candidates are required to bear (if any) must be pre-approved by PSDF and disclosed transparently. The OEP must provide each candidate a written declaration (*in a format approved by PSDF*) of any charges the candidate will incur, and obtain the candidate’s signed acknowledgment of the same. A copy of each such signed declaration shall be provided to PSDF. Any violation of this clause (charging unapproved or excessive fees to candidates) shall be considered a material breach of this Agreement, giving PSDF the right to impose penalties and/or terminate the Agreement immediately for cause.
- 5.5 The OEP shall maintain a separate bank account and dedicated financial records for all funds and expenses related to PSDF’s project under this Agreement. This is to ensure transparency and ease of audit. The OEP shall allow PSDF to inspect and audit these financial records upon reasonable notice during the term of the Agreement and up to [x]

thereafter, to verify proper use of funds and compliance with financial terms.

- 5.6 The OEP shall perform its services with utmost diligence, efficiency, and in accordance with best industry practices. All services and deliverables must meet the quality standards expected by PSDF and conform to the requirements set out in this Agreement and its Annexures. The OEP shall be fully responsible for the conduct and performance of its employees, sub-agents, or any third parties engaged (with PSDF's consent) in the execution of this Agreement. Use of any sub-agents or subcontractors by the OEP to carry out its obligations shall require prior written approval from PSDF, and the OEP will remain liable for all work performed by such third parties.
- 5.7 The OEP will ensure that its performance under this Agreement does not violate any laws or rights of third parties. The OEP will comply with all applicable anti-bribery, anti-corruption, and labor laws. It shall not indulge in any practices that exploit the candidates or violate their rights. The OEP must also follow any Standard Operating Procedures (SOPs) issued by the Government or PSDF for trainee safety and well-being (for instance, protocols related to health, travel safety, or emergency situations).
- 5.8 PSDF Monitoring and Access: PSDF (and/or its partners or regulatory bodies) may monitor the OEP's activities under this Agreement, including candidate mobilization drives, interviews, tests, and pre-departure orientations. The OEP shall facilitate such monitoring visits or audits, and provide full access to relevant records, premises, and personnel. In addition, if PSDF or any of its designated partners conducts a tracer study or post-placement evaluation of the placed graduates, the OEP shall reasonably assist in contacting candidates and providing necessary information.

6. PSDF's Obligations

- 6.1 PSDF agrees to fulfill the following obligations to support the successful implementation of the project:
 - 6.1.1 PSDF may support the OEP in mobilization of trainees by leveraging its network of training graduates and providing outreach assistance as needed. This may include sharing

- data of recent graduates, facilitating communication with alumni, or organizing joint awareness sessions about the overseas employment opportunities.
- 6.1.2 Where required by the overseas employer or deemed necessary, PSDF will arrange and finance pre-departure refresher training for candidates. PSDF shall coordinate the content and delivery of such training, possibly in collaboration with the OEP (e.g., to schedule training for selected candidates before their departure). The OEP should share with PSDF any identified topics or areas where candidates need refresher training based on trade test results or employer feedback.
- 6.1.3 PSDF shall provide funds to the OEP as agreed (as per Clause 3.4 above) for each successful placement of a graduate. This is the placement fee that compensates the OEP for its services in securing the overseas job for the candidate. PSDF will ensure timely disbursement of these fees in line with the agreed payment schedule, subject to OEP's compliance with contract terms.
- 6.1.4 PSDF will allocate and disburse funds for reimbursement of eligible trainee expenses, including trade testing, medical examinations, visa processing, protectorate fee, biometric verification, and any other agreed support costs. Such reimbursements will be processed as described in the Payment Terms, upon receipt of valid documentation from the OEP or the candidates. PSDF's contribution will be limited to the amounts stated (e.g., up to PKR 3,500 for trade testing per candidate, ~PKR 22,000 for medical and ~PKR 32,000 for visa/protectorate per candidate, and actual cost of Takamul testing), unless otherwise decided by PSDF's management on a case-by-case basis.
- 6.1.5 PSDF will take measures for quality control of the overall project, which may include setting performance benchmarks, reviewing OEP's deliverables, and obtaining feedback from candidates and employers. PSDF may from time to time issue guidelines or instructions to ensure the quality and integrity of the placement process. The OEP shall adhere to all such guidelines.
- 6.1.6 PSDF may bear costs for any publicity or awareness campaigns it considers appropriate to highlight the program's success (e.g., success stories of placed graduates, media coverage). PSDF will also coordinate any large-scale events such as graduation or send-off ceremonies if arranged, and bear the costs of such events. The OEP shall assist in

- providing content (such as candidate success stories or employer testimonials) for PSDF's publicity needs when requested.
- 6.1.7 PSDF will maintain open communication channels with the OEP to promptly address any issues or bottlenecks in the placement process. In case of any conflicts or complaints (for instance, a candidate complaint about the OEP or employer, or an employer's concern), PSDF will work with the OEP to resolve the issue in an equitable manner. If necessary, PSDF may mediate between the OEP and other stakeholders to protect the interests of the trainees and the integrity of the program.

7. Warranties and Representations

- 7.1 Each Party represents and warrants that it has full legal capacity and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement constitutes a legal, valid, and binding obligation of each Party, enforceable in accordance with its terms. The execution and performance of this Agreement by each Party does not and will not violate any law or regulation or result in a breach of any other agreement to which it is a party or by which it is bound.
- 7.2 The OEP additionally warrants that:
- 7.2.1 It possesses the requisite license, expertise, experienced personnel, and resources to carry out the services as detailed in Annexure A to the highest professional standards. The OEP's team is competent and has the necessary qualifications and experience in overseas placement services.
- 7.2.2 It shall perform the services with due diligence, efficiency, and professionalism, in accordance with industry best practices and PSDF's requirements. All deliverables will be timely, accurate, complete, and fit for purpose as per PSDF's objectives.
- 7.2.3 There are no pending or threatened legal actions, claims, investigations, or proceedings against the OEP that would adversely affect its ability to perform its obligations under this Agreement. The OEP will immediately notify PSDF if this situation changes during the term.

- 7.2.4 It will not subcontract or delegate any portion of the services to a third party without PSDF's prior written consent. If any subcontracting is approved, the OEP remains fully liable for the work and compliance of the subcontractor.
- 7.2.5 The execution and performance of this Agreement will not cause the OEP to breach any obligation towards a third party or any confidentiality duty. The OEP is not restricted by any non-compete or other agreement from entering into this Agreement and performing the services.
- 7.3 PSDF additionally warrants that:
 - 7.3.1 It has duly obtained all internal approvals necessary to enter this Agreement and that the person signing this Agreement on its behalf is authorized to do so.
 - 7.3.2 To the best of PSDF's knowledge, this Agreement does not violate any law or regulation applicable to PSDF, and PSDF is not under any contractual or legal restriction which would prevent or hinder the performance of its obligations hereunder.
 - 7.3.3 It will cooperate in good faith with the OEP and not willfully hinder the OEP's performance. PSDF will timely provide any information or decisions expressly required of it under this Agreement to facilitate the OEP's performance.
- 7.4 Except for the express warranties set forth in this Agreement, neither Party makes any other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose. The OEP acknowledges that PSDF makes no promise of any minimum number of candidates to be provided for placement beyond what is detailed in Annexure B or the tender, and that the success of placement efforts can depend on market conditions beyond either Party's control.

8. Indemnities and Liabilities

- 8.1 The OEP shall indemnify, defend, and hold harmless PSDF and its directors, officers, employees, and agents from and against any and all third-party claims, losses, damages, liabilities, penalties, and costs (including reasonable legal fees) arising out of or resulting from:
 - 8.1.1 Any breach of this Agreement by the OEP, including breach of any representation, warranty or obligation herein.

- 8.2 Any negligence, fraud, or willful misconduct by the OEP or its employees/agents in the performance of the services.
- 8.3 Any violation of applicable laws or regulations by the OEP, including immigration/emigration laws or employment laws, in connection with this Agreement.
- 8.4 Any infringement of intellectual property rights or misuse of confidential information by the OEP in violation of this Agreement.
- 8.5 Any claim by a candidate or third party that the OEP acted improperly or failed to meet its obligations to that candidate/third party (for example, a candidate's claim of unauthorized fees or mishandling).
- 8.6 This indemnity obligation shall survive the termination or expiration of this Agreement.

9. Limitation of Liability

- 9.1 Except for the Parties' indemnification obligations or for damages arising from a Party's breach of confidentiality or intellectual property obligations under this Agreement, neither Party shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages, or any loss of profit, revenue, or business opportunity, arising out of or related to this Agreement, whether in contract, tort or otherwise, even if advised of the possibility of such damages.
- 9.2 PSDF's total cumulative liability to the OEP for any and all claims arising from or in connection with this Agreement shall not exceed the total amount of fees payable to the OEP under this Agreement (i.e., the contract value excluding any reimbursable expenses). Similarly, the OEP's total liability to PSDF (except for indemnity obligations which might exceed this amount in case of third-party claims) shall be limited to the total contract value received by the OEP.
- 9.3 This limitation of liability shall apply to the fullest extent permitted by law, and it shall survive termination or expiration of this Agreement. Nothing in this section is intended to limit or exclude liability for any act or omission which cannot be limited or excluded under applicable law.

10. Intellectual Property Rights

- 10.1 All reports, lists, databases, documents, training materials, forms, or any other work product, data, or materials prepared, developed, or collected by the OEP in the course of providing services under this Agreement (collectively, “**Deliverables**”), shall be the exclusive property of PSDF once delivered and upon payment of the OEP’s relevant fees. The OEP hereby assigns to PSDF all rights, title, and interest in and to such Deliverables. The OEP may, however, retain one copy of the Deliverables for its internal record-keeping and compliance purposes, subject to confidentiality obligations.
- 10.2 The OEP may use PSDF’s name and logo or other PSDF intellectual property only with PSDF’s prior written consent and only for the purposes of performing its obligations (for example, using PSDF logo on candidate mobilization advertisements as approved by PSDF). Any materials provided by PSDF to the OEP (such as branding guidelines or informational content) remain the property of PSDF and are to be used solely for PSDF’s project. No Party shall use the other’s intellectual property for any purpose outside the scope of this Agreement without prior permission.
- 10.3 Each Party retains ownership of its pre-existing intellectual property and any materials developed outside of this Agreement. If the OEP utilizes any of its own pre-existing tools, software, or materials in performing the services, the OEP shall ensure that PSDF has a perpetual, royalty-free license to use those tools or materials as part of the Deliverables for PSDF’s internal purposes.
- 10.4 The OEP represents that none of the Deliverables or materials provided to PSDF will infringe any third party’s intellectual property rights. The OEP shall indemnify PSDF against any claims that any Deliverable or work product infringes a patent, copyright, trademark, or other proprietary right of a third party (this indemnity is part of OEP’s Indemnities above).

11. Confidentiality

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

- 11.1.1 Is or becomes public other than through a breach of this Agreement;
- 11.1.2 Is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
- 11.1.3 Was known to the recipient at the time of disclosure or is thereafter created independently;
- 11.1.4 Is disclosed as necessary to enforce the recipient's rights under this Agreement; or
- 11.1.5 Must be disclosed under applicable law, legal process or professional regulations.
- 11.2 Either of the Parties to this Agreement may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

12. Force Majeure

- 12.1 Any event or circumstances beyond the reasonable control of a Party and unavoidable by the affected Party by exercise of due care shall be deemed as an 'event of Force Majeure'. This shall include, but not be limited to, earthquakes, tsunamis, fire, explosion, terrorism, storm, flood, lightening, war, hostilities, government action (action of any government department or body) and any direction or judgment of a Court of law.
- 12.2 If either party is affected by an event of Force Majeure, it shall forthwith notify the other party of the nature and extent thereof.
- 12.3 Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations under this Agreement to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

13. Termination

- 13.1 This Agreement may be terminated:
 - 13.1.1 By either party, with thirty (30) days prior written notice;
 - 13.1.2 By PSDF, with immediate effect in case of material breach, non-performance, or misconduct by the OEP;
 - 13.1.3 By mutual consent of the Parties.

- 13.1.4 Upon termination, the OEP shall be entitled to the payment for Services satisfactorily rendered prior to the termination date, subject to deductions or penalties, if applicable.
- 13.1.5 Upon termination of this Agreement for any reason, the OEP shall, within a reasonable period not exceeding 15 (fifteen) days, complete and deliver to PSDF any and all outstanding or pending work, materials, or deliverables that have been partially completed prior to the termination date. Such completion shall be carried out in good faith, in accordance with the standards set out in this Agreement, and subject to any deductions or penalties, if applicable.

14. Governing Law and Dispute Resolution

- 14.1 This Agreement shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan. Any disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of courts in Lahore. The Parties may refer disputes to arbitration under the Arbitration Act, 1940, or any re-enactment or statutory amendment thereof upon mutual agreement.

15. Miscellaneous

15.1 Entire Agreement

- 15.1.1 This Agreement, including Annexures A and B, constitutes the complete and exclusive understanding and agreement between the Parties with respect to the subject matter hereof. It supersedes all prior or contemporaneous discussions, proposals, negotiations, agreements, and communications, whether oral or written, pertaining to the subject matter of this Agreement. Each Party acknowledges that it is entering into this Agreement solely on the basis of the terms herein and not in reliance of any representations not expressly contained in this Agreement.

15.2 Amendment

- 15.2.1 No modification or amendment of this Agreement shall be valid unless in writing and signed by authorized representatives of both Parties. This includes any changes to the Scope of Services, Deliverables, or Payment terms. If any provision of the tender

document or the OEP's proposal needs to be formally integrated or modified in this Agreement after execution, it shall be done through a written amendment.

15.3 Severability

15.3.1 If any provision of this Agreement is held to be invalid, illegal, or unenforceable under applicable law, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable. If such modification is not possible, that provision shall be severed from the Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

15.4 Assignment

15.4.1 The OEP shall not assign or transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of PSDF. Any attempt to assign without such consent shall be null and void. PSDF may assign this Agreement to any successor entity or assign the benefit of this Agreement to any government or quasi-government entity as required, with notice to the OEP.

15.5 Relationship of Parties

15.5.1 The OEP is engaged as an independent contractor to PSDF. Nothing in this Agreement shall be deemed to create an employer-employee relationship, partnership, or joint venture between PSDF and the OEP or between PSDF and any employee or agent of the OEP. The OEP shall be solely responsible for all obligations of an employer toward its employees, including salary, benefits, insurance, and taxes.

15.6 Notices

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

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

15.6.2 Addresses:

PSDF	OEP
21-A, H Block, Dr. Mateen Fatima Road, Gulberg II, Lahore.	[XX]

15.7 **Waiver**

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written above by their duly authorized representatives:

PSDF

OEP

Witnesses:

1. _____ 2. _____

Annexure A – Scope of Services

As stated in Section-III. Technical Specifications - 3.1. Scope of work

APPENDIX B
PAYMENT TERMS

As stated in 8.9. financial bid form/price schedule

8.9. Financial Bid Form/Price Schedule

- *[Item names and quantities must be reproduced from Section – III (Technical Specifications/Scope of Services). If any deviations are needed, it must be mentioned/quoted, separately in the Financial Proposal.*
- **To be reproduced on the letterhead, signed & stamped by the Bidder.**
- **To be attached with Financial Bid.]**

Sr. No.	Description of Deliverables	Unit of Measurement (UOM)	Sector Name	Number of Proposed Demand (N)	Unit Price in PKR (Without applicable taxes)	Applicable Taxes %	Unit Price in PKR (With applicable taxes) ¹
A.	Placement Cost	Per Graduate					
Total Cost (PKR) in figures * (N)							
Total Cost (PKR) in words *(N)							

Note:-

- The contract shall be awarded based on the least cost selection method.
- The total trainee target under this procurement is 3,000 trainees (as per the lot-wise breakup mentioned against the sectors in BDS). Rank 1 bidder will be awarded contract on least cost-base method for the proposed trainees. If the proposed trainee target/ number of Rank 1 bidder is less than the procurement target (3,000 trainees (as per the lot-wise breakup mentioned against the sectors in BDS)) then subsequent bidder(s) will be offered the contract at the same price as Rank 1 bidder till the target is met. Whereas, for comparison purposes “Unit Price in PKR (With applicable taxes)” shall be used.
- The payment will be subject to the terms and conditions specified in this Contract and Monitoring Business Rules.
- Payment shall be made on a monthly basis within 30 days after the submission of the invoice and service acceptance by the user department.
- All payments shall be made in PKR, after the deduction of applicable taxes.

Payment Schedule:

<p>Payment Terms</p>	<ul style="list-style-type: none"> • The method and conditions of payment to be made to the bidder under this Contract shall be as follows: • Payment shall be made to the OEP upon the confirmation and verification of placement by PSDF. PSDF reserves the right to verify the placements directly from International Employer (s). • The payment will be subject to the terms and conditions specified in this Contract and Monitoring Business Rules. • Payment shall be made in PKR. • Payment Schedule shall be as follows: <ul style="list-style-type: none"> ○ 100% of total Contract price after receiving the report of international placement. subject to verification as per PSDF verification mechanism for one month to confirm income generation • Where it is evidenced or found by a client that any overpayment has been made to OEP, OEP shall reimburse the said amount to Client within fifteen (15) days of the date of client's demand. In case OEP 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 OEP. • Procuring Agency reserves its right under law to seek recovery of such amounts from Service Provider.
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Stamp & Signature of Bidder _____

8.10. Bid Security Form

(Applicable in case of Bank Guarantee only)

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

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the services]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that we *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto *[name of Procuring Agency]* (hereinafter called "the Procuring Agency") in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders.

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

8.11- Placement Officer CV Prescribed Format

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

8.12 Integrity Pact Form

(Declaration of fees, commission, and brokerage etc. payable by the service provider in contracts worth PKR.10.00 million or more)

[May be required as per PPRA regulation before signing of contract, to be printed on not less than PKR 300 Stamp Paper, duly attested by oath commissioner/Notary Public.]

Contract Number: _____

Contract Value: _____

Contract Title: _____

Dated: _____

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

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

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

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

prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

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

[Buyer]

[Seller/Supplier]

8.13 Declaration

To be printed on not less than PKR 300 Stamp Paper, duly attested by Notary Public/Oath Commissioner

I, [Your Full Name], hereby declare the following regarding my placement under the Chief Minister's Skilled Punjab Program in the _____:

1. That I am paying a total amount of PKR _____. Out of this amount:
 - **PKR _____** is non-refundable, allocated to please mention details. d.
 - **PKR _____** is allocated for the protectorate and _____, PSDF will refund this amount later at time of onboarding.
2. I paid PKR _____ to OEP for my placement.
3. I acknowledge that I am responsible for bearing any additional costs associated with my placement, including but not limited to personal expenses, unforeseen charges, or penalties, unless explicitly stated otherwise by PSDF.
4. I fully understand and acknowledge that **PSDF** is not liable for any inconvenience, financial loss, or unforeseen events arising from this transaction or my placement process.
5. I agree to abide by all relevant laws and regulations of Pakistan and the Kingdom of Saudi Arabia during the placement process and the subsequent period of employment.
6. In case of any dispute or disagreement arising from this process, I agree to seek resolution through the designated channels provided by PSDF.

Acknowledgement

By signing this declaration, I confirm that I have read, understood, and agree to all the terms stated above.

Name: [Your Full Name]

CNIC/ID Number: [Your CNIC/ID Number]

Date: [Insert Date]

Signature: _____

Section IX- Check List

[To be signed and stamped and presented on Bidder's letter head along with Technical Bid]

The provision of this checklist is an essential prerequisite along with submission of tenders (with technical proposal).

Sr. #	Detail	Responsive	Non-responsive
1.	Bid Security (i.e., 1% for Construction/Light & Engineering Sector = 330,000, 1% for Hospitality = 90,000, 1% for IT = 15,000 & 1 % for Retail = 15,000) in the form of a pay-order or demand draft favoring Punjab Skills Development Fund shall reach to PSDF, Procurement Department on 21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore – Pakistan before the opening of the bid (Please mention the title of the procurement on envelope). If original bid security is not delivered before the opening of the bid, the bidder shall be disqualified for further proceeding. The Bid security should be valid for a period not less than 6 months and a scanned copy must be attached in the financial envelope of the EPADS Portal.		
2.	Active Registration with Income Tax Authorities (National Tax Number NTN), as per the Evaluation Criteria		
3.	Copy of active Registration with Sales Tax Authorities (STRN), as per the Evaluation Criteria		
4.	Relevant Past Experience Documents, as per the Evaluation Criteria.		
5.	Financial Bid Form (as per form 8.1 of Bidding documents) on letter head of the bidder, duly signed and stamped.		
6.	Bidder Profile Form (as per form 8.3 of Bidding documents) on letter head of the bidder, duly signed and stamped.		
7.	General Information Form (as per form 8.4 of Bidding documents) on letter head of the bidder, duly signed and stamped.		
8.	Affidavit (as per form 8.5) on non-judicial Stamp Paper of not less than Rs. 100/-.		

	(Please attach copy of Affidavit on stamp paper (duly attested by oath commissioner/Notary Public) of not less than Rs 100, declaring that the bidder is not blacklisted, and original affidavit must be delivered to PSDF office as per the mentioned address before the closing date and submission time of the bid.)		
9.	Technical Bid Form (as per form 8.7 of Bidding documents) on letter head of the bidder duly signed and stamped.		
10.	Financial Bid Form (as per form 8.9 of Bidding documents) on letter head of the bidder, duly signed and stamped.		
11.	Trainer CV format 8.11		
12.	Integrity Impact Form 8.12		

Stamp & Signature of Bidder _____