

PUNJAB SKILLS DEVELOPMENT FUND

Tender Document

Procurement No: 81/PSDF/TMF

**HIRING OF AN ONLINE TRAINING DELIVERY FIRM/COMPANY FOR PROVISION OF TRAINERS
AND MANAGEMENT OF ONLINE TRAINING DELIVERY AND MENTORSHIP**

Jan 2025



Submission Date for Sealed E-Bids: February 14, 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:
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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 an Online Training Delivery Firm/Company for Provision of Trainers and Management of Online Training Delivery and Mentorship”** (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.

Sr. No.	Description	Procurement No.	Total Tenure of Contract	Bid Submission Deadline (Date & Time)	Technical Bid Opening Date & Time	Estimated Cost
1.	Hiring of an Online Training Delivery Firm/Company for Provision of Trainers and Management of Online Training Delivery and Mentorship	81/PSDF/TMF	1 Year (extendable for another terms)	February 14, 2025, by or before 03:00 PM	February 14, 2025, on 03:30 PM	PKR 32 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

- 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 *[nature of services to be decided by the procuring agency]* 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**
- 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.
 - 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.
 - iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.
 - iv) Bidders shall not be under a declaration of blacklisting by the Procuring Agency.
 - 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

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

1. Introduction

This Statement of Work (SOW) outlines the objectives, scope, responsibilities, deliverables, and timelines associated with hiring a firm to recruit trainers, manage, and deliver high-quality online training via the PSDF Learning Management System (LMS) for the EWIT program. The goal of this project is to equip rural women with essential skills:

- a. English language skills (120 hrs.)
- b. General computer skills (40 hrs.)
- c. Content creation - video, photography, Canva and any other available platforms (70 hrs.)
- d. Digital marketing - how to use SM tools and attract customers (80 hrs.)
- e. Sales - e-commerce (Shopify and any other platforms), marketplaces (Daraz, OLX, FB marketplace) and any other available platforms (60 hrs.)
- f. Profile creation - how to position on e-lancing platform (10 hrs.)
- g. Financial literacy - understanding how to open digital accounts, receive and transfer funds (20 hrs.)
- h. Product research, identification & development (50 hrs.)

Note: These are the estimated credit hours subject to change as per the curriculum

2. Objective

The objective of this SOW is to engage a firm that will:

- Provide qualified trainers to deliver online training according to the provided curriculum.
- Provide a central physical location for trainers to deliver training from. This location must meet the requirements of being able to host multiple trainers at the same time to be able to run concurrent classes or otherwise agreed by PSDF
- Manage and support the trainers throughout the training delivery.
- Ensure that online training is delivered via the provided LMS with provided content and instructional techniques that foster effective learning as per the learning outcome mentioned in the curriculum.
- Track and report the performance of both trainees, trainers and mentors throughout the program.
- Foster continuous improvement through feedback loops and performance evaluations.
- Recruit mentors who will guide trainees and provide industry insight.
- Ensure that trainees are onboarded on freelance platforms or start their own digital businesses.
- Total Tentative Trainee: 850 for a year.

3. Scope of Work

3.1 Hiring of Trainers (Female)

The selected Firm/Company will be responsible for recruiting/providing qualified trainers who will possess both technical expertise and strong online teaching skills. The trainers will be responsible for delivering the following training components:

- a. **English Language Training (6 weeks)**
- b. **IT and Digital Skills Training (18 weeks)**: Covering topics from basic computer literacy to advanced skills in digital marketing, e-commerce, content creation, and IT proficiency (complete curriculum to be provided by PSDF).
- c. **Key Requirements for English language trainers:**
 - i. Trainers must have subject matter expertise in English communication and preference will be given English teaching certificate from a recognized organization
 - ii. Preference will be given to trainers who have prior experience in delivering online training via LMS platforms.
- d. **Key Requirements for Skills IT trainers:**
 - i. Digital marketing, IT and content creation as per the curriculum (firm to hire trainers for the subjects mentioned in the curriculum)
 - ii. Trainers should have prior experience in delivering online training via LMS platforms.

3.2 Responsibilities of the Firm/Company

The selected Firm/Company will:

- a. **Recruitment of Trainers (female)** : Hire skilled trainers based on predefined criteria for the pilot of 200 trainees. Based on the findings PSDF reserves the right to add male trainers for the training at any point of the training
- b. **Trainer Orientation and Training**: Provide an orientation to all trainers on the training objectives, curriculum, and the LMS platform to ensure consistency and effective delivery.
- c. **Management of Trainers**: Oversee the day-to-day operations of the training sessions, ensuring trainers adhere to the curriculum, provide timely feedback, and maintain engagement with learners.
- d. **Ongoing Support and Professional Development**: The Firm/Company should ensure trainers have the resources and support they need and facilitate continuous professional development to improve teaching effectiveness.

3.3 Recruitment of Mentors (Female)

In addition to trainers, the Firm/Company will also be responsible for recruiting **mentors** who have successfully built their business or are providing online free-lance services. These mentors will play a crucial role in guiding trainees, providing practical industry insights, and helping bridge the gap between training and real-world application.

- a. **Key Requirements for Mentors**

- i. Mentors must have experience of at least 2 years in digital business or freelance, particularly in areas such as digital marketing, e-commerce, content creation, and IT.
- ii. Mentors should have a proven track record of professional success and knowledge of the challenges women face in the digital workforce.
- iii. Mentors must be skilled communicators who can provide guidance, answer questions, and inspire confidence in trainees through agreed PSDF communications channels.
- iv. Experience in mentoring or coaching is preferred.

b. Responsibilities of Mentors

- i. **Guidance and Support:** Mentors will provide one-on-one guidance to trainees, helping them navigate the training content and addressing specific queries related to digital career paths.
- ii. **Industry Insights:** Mentors will offer real-world examples, discuss industry trends, and provide advice on how to be a successful business owner or a freelancer.
- iii. **Networking and Opportunities:** Mentors will help connect trainees to industry networks, or opportunities that align with their newly acquired skills (if required by PSDF)
- iv. **Motivation and Engagement:** Mentors will motivate trainees to persist in their training and career journey, sharing insights and offering encouragement.

4. Curriculum and Timeline

The curriculum will focus on two primary areas of training:

- a. English Language and digital financial literacy - as per the provided curriculum
- b. Basic computer skills, IT, Content creation, e-commerce and digital marketing skills Training as per the curriculum provided

5. Phasing

Phase 1 – Trainer and Mentor Recruitment, Curriculum delivery plan finalization

Phase 2 – Training Delivery

- a. English Language Training - as per the provided curriculum
- b. Skills Training - as per the curriculum provided

Phase 3 – Final Evaluation and Reporting

6. Execution Plan

6.1 Trainer Selection Criteria

The firm must adhere to the following criteria when selecting trainers (as per the provided curriculum to level above trainers):-

- a. **Expertise:** Trainers must be experts in the subject matter with hands-on experience in delivering communication, digital and IT-related training. The selection of trainers must adhere to the selection criteria mentioned in the curriculum or at least bachelors/masters in the relevant field of training.
- b. **Teaching Skills:** Strong communication skills, ability to break down complex topics, and engagement techniques.

- c. **Digital Proficiency:** Trainers must be comfortable with using online teaching tools and the LMS platform.
- d. **Hiring of trainers:** Firm to hire trainers based on the module. There must be different trainers for each area of training (language and skills) or otherwise specified in the curriculum. The selection to be previously agreed with PSDF. Firm may hire one trainer to conduct both areas with prior approval of PSDF.

6.2 Mentor Selection Criteria

- a. **Professional Experience:** Mentors must have demonstrated and verifiable income proof and success in digital fields, preferably working in leading firms/offering freelance services or running their own business within sectors such as e-commerce, digital marketing, IT, and content creation.
- b. **Coaching and Mentoring Experience:** Mentors should have experience guiding, coaching, or advising individuals or team.
- c. **Commitment:** Mentors should be available for consistent engagement with trainees and provide practical career advice and encouragement for 4 months.

6.3 Learning Approach

- a. **Foundational Learning:** The training will begin with fundamental business English language modules to build communication confidence.
- b. **Modular Training:** The digital skills training is module based ensuring that each build on the previous stage.
- c. **Interactive Learning:** Each module will include interactive elements, case studies, assignments, and quizzes to ensure learner engagement and application of concepts.

6.4 Operational plan

Operational/delivery plan for classes:

- a. Provide operational plan for the classes/cohorts of trainer/mentors occupancy and delivery
- b. Provide list of trainers/mentors
- c. Potential bidder must have an infrastructure and resources available so that at least 15-20 trainers are accommodated in one training place for effective training delivery

6.5 Bridging Theory and Practice

The trainers will integrate theoretical concepts with hands-on exercises that contextualize learning in real-world scenarios, enhancing practical skill development. For example, using tools like Canva and social media platforms, trainers will facilitate practical tasks, allowing trainees to see immediate relevance.

7. Responsibilities of Trainers and Mentors

7.1 Trainers

Trainers will be responsible for:

- a. **Preparation of Lesson:** Each session should be well-structured with clear learning objectives and relevant content, presented in an engaging manner.
- b. **Designing Assessments:** Trainers will create quizzes, assignments, and other forms of assessment that gauge learners' understanding and provide feedback (if required)
- c. **Interactive Engagement:** Trainers will foster a dynamic learning environment through live interactions, discussions, and Q&A sessions.
- d. **Providing Guidance:** Trainers will offer timely, clear, and actionable guidance/answers to any questions or challenges faced by learners through PSDF provided channels

7.2 Mentors

Mentors will be responsible for:

- a. **Providing Career Guidance:** Mentors will offer advice on how to apply digital skills in the workplace and discuss potential career paths in digital industries.
- b. **Industry Insights:** Sharing current industry trends, best practices, and personal experiences to inspire trainees.
- c. **Networking:** Helping trainees connect with professionals or opportunities in the digital space (if required by PSDF), how to be a successful freelancer and run an online digital business.

8. Reporting and Deliverables

The Firm/Company will provide regular updates and reports, including:

- a. **Weekly Progress Reports:** A summary of the training sessions, trainer and mentor performance, and any issues or concerns as per the mutually agreed format.
- b. **Trainer and Mentor Evaluations:** Feedback collected from trainees about the trainers' and mentors' performance and effectiveness.
- c. **Final Evaluation Report:** A comprehensive analysis of the entire training program, including achievements, challenges, and outcomes. This will include both qualitative and quantitative assessments of trainer and mentor effectiveness, learner satisfaction, and learning outcomes.

9. Performance Evaluation and Continuous Improvement

To ensure the effectiveness of the training program, the Firm/Company will:

- a. **Regularly Assess Trainers and Mentors:** Evaluate trainers and mentors' effectiveness based on feedback from trainees, observed performance, and learner outcomes.
- b. **Continuous Feedback Mechanism:** Implement a feedback loop where both learners and trainers can provide input to improve the course content and delivery methods.
- c. **Adaptation:** Trainers and mentors will adjust their teaching methods based on performance evaluations and learner feedback to continuously improve the training process.

10. Maximum class size

- a. Maximum class size is not to exceed 25- 35 trainees or otherwise approved by PSDF

11. Minimum training and mentorship time

- a. To complete credit hours trainer to provide 3 hours of training per day for 6 days a week (18 hours per week) for 6 months of training
- b. Minimum mentorship hours 6 hours per week for 4 months

12. Class schedule

This is the tentative schedule and is subject to change based on the discussion with PSDF.

- a. First 6 weeks of the class will be training only in English and Digital financial literacy 3 hours training per day
- b. Next 18 weeks shall be 3 hours training per day for other remaining modules
- c. Mentorship to start after 12 weeks after class start and will continue for 4 weeks post training completion (total mentorship period will be 4 months)
- d. Mentorship to be delivered 6 hours per week for 4 months

13. Compliance of business rules

- a. It is expected that the Training Service Providers will facilitate income generation of the trained persons, as per employment business rules.
- b. Track and report income status of trainees post-completion of training as per PSDF business rules.
- c. In case of non-compliance of the above-mentioned responsibilities, financial penalties will be applicable as per the Monitoring business rules of PSDF.
- d. Firm will not charge anything to the trainees at any stage of the training process, in the form of admission forms, enrolment, training delivery or certification.
- e. Subject to the Service Provider fulfilling its obligations set out herein to the satisfaction of PSDF, PSDF shall pay to the Service Provider, on a per trainee per month basis under this Contract subject to maximum overall cost
- f. The payment of training cost will be subject to the terms and conditions specified in this Contract and Monitoring Business Rules
- g. Service Provider shall not receive any payment(s) from any other party in lieu of the training provided
- h. The Service Provider shall also not receive any payments for trainings conducted in contravention of the terms of this Contract and the same shall be deemed to be a waiver by the Service Provider

14. Compliance of trainer and mentor management & recruitment

- a. The training firm will be responsible for identifying, recruiting, and submitting a list of 25-35 qualified trainers and 15-20 experienced mentors. Each profile must meet the following requirements:
 - i. Detailed CV, including educational qualifications and professional certifications relevant to the training program.
 - ii. Documented work experience, with a focus on industry-relevant roles and accomplishments.
 - iii. Proof of certifications, accreditations, or licenses, as applicable.
 - iv. Confirmation of availability for the program duration and flexibility to meet project schedules.
 - v. Profiles must be submitted in a standardized format (to be agreed upon) for review and approval.
- b. Adherence to Pre-defined Selection Criteria

- i. The training firm must pre-screen and vet all candidates to ensure full compliance with the criteria outlined in the project guidelines, including qualifications, professional expertise, and soft skills.
 - ii. Profiles found to be incomplete, inaccurate, or non-compliant will be rejected, and the firm will bear responsibility for providing corrected or replacement profiles within the agreed timeframe.
- c. Service Level Agreement (SLA)

i. Replacement of Trainers and Mentors

The firm must ensure a continuous pool of qualified trainers and mentors throughout the contract period. In cases of unavailability, resignation, or dismissal due to non-performance, the firm must:

- i. Notify the contracting organization within 1 business day of becoming aware of the issue.
- ii. Submit a qualified replacement profile within 3 business days of notification.
- iii. Ensure the replacement is onboarded and ready to deliver training within 5 business days to prevent disruptions.
- iv. Replacement trainers and mentors must undergo the same vetting process and meet all selection criteria as the original candidates.

d. Changes to Approved Profiles

- i. The firm must provide advance written notification for any changes to the approved list of trainers or mentors, specifying the reason for the change.
- ii. Proposed changes must be submitted with complete profiles for approval and cannot be implemented without written consent from the contracting organization.
- iii. Emergency changes due to unforeseen circumstances (e.g., medical emergencies) must be resolved within 3 business days, with documentation provided to justify the change.
- iv. Upon approval PSDF reserves the right to hire male trainers

e. Performance Management and Accountability

- i. Performance evaluations will be conducted periodically by the contracting organization, including feedback from training participants. If any trainer or mentor receives unsatisfactory ratings, the firm will be required to:
- ii. Address the performance issue within 5 business days.

- iii. Provide necessary re-training or support to the trainer or mentor.
- iv. Replace the individual if the performance issue is not resolved, adhering to the SLA replacement terms.

f. Compliance and Reporting

- i. The firm must maintain accurate and updated records of all trainers and mentors, including copies of qualifications, certifications, and evaluations.
- ii. Monthly progress reports must be submitted, including recruitment updates, trainer/mentor engagement details, and feedback on program delivery.

Tentative Business Rules

Online Training

The table specifies key indicators which are required to be followed by training provider and the same will be observed during the virtual monitoring visit by Third Party Monitoring Firm (TPM). In case of any further inquiry, PSDF may investigate and take action accordingly.

Monitoring Practices:

- At least 2 virtual monitoring visits will be carried out during a month.
- At least 2 physical monitoring visits of Trainer at TSP location and Online visit of Trainees at same time.

Compliance Risk	No.	Key Indicators	Description of key indicator
	1	Non-functional Classes	Trainers or trainees are not present in virtual/online session. Trainees found present, but session is not in progress due to any reason. e.g. non-availability of Instructor, faulty/non-availability of internet facility or any relevant technical reason. ¹
Trainee Selection Compliance	2	Selection/enrolment of trainees criteria	<ul style="list-style-type: none">• Trainee age should be 22 years with upper age limit of 35 years by start of course or according to contract (10% trainees age may be greater than upper age limit of 35 years) and minimum of 16 years of education.• Should not be enrolled earlier in any PSDF funded training
Participation Compliance	3	Regular trainees vs Marginal Trainee	If assessment score $\geq 50\%$ and monthly attendance $\geq 80\%$ then stipend will be Rs. 5,000/ month <ul style="list-style-type: none">○ If assessment score $< 50\%$ and monthly attendance $>80\%$ then stipend will be Rs. 2,500/ month○ If monthly attendance is $<80\%$, no stipend will be admissible.

¹**Class Duration>1 month:**

First month non-functionality:

If class is reported as non-functional in first virtual visit for first month, payment will be made from subsequent functional visit date. If class is reported as non-functional during all virtual visits in first month, no payment will be made.

Second Month non-functionality:

If class is reported as nonfunctional in anyone virtual visit out of four virtual visits,5% penalty will be imposed. If class is reported as non-functional in all virtual visits in second month no payment will be made for that month. If class remains nonfunctional in first month and second month during all visits, class will be considered as cancelled.

For courses<= 1 month: (If class is nonfunctional in first visit by TPM, payment will be made from subsequent functional visit date. If class remains non-functional during all visits in a month, class will be considered as cancelled.

	4	Confirmed Marginal (Drop out)	<p>Trainee marked absent in two consecutive months during TPM visits with course duration > 1month (Dropout) In case of duration <= 1-month trainees remaining absent in all visits will be dropout.</p>
	5	Fake & Ghost trainee	<p>Ghost Trainee A trainee marked present in attendance register as displayed during live classes but found absent during two consecutive visits by monitoring team. (Absent will be determined if the trainee has camera off and camera on but not present on camera)</p> <p>Below are the series of actions to be undertaken once Ghost trainee/s is identified:</p> <p>An explanation letter will be issued within 3 working days by PSDF after incident notified by monitoring team.</p> <p>A written response must be received from TSP side regarding actions to be taken for mitigating the risks ofghost trainee within 5 working days from issuance ofexplanation letter by PSDF.</p> <p>A warning letter will be issued if Ghost trainee is established.</p> <p>Identified trainee will be expelled from training and complete training cost of individual will be deducted since inception if established.</p> <p>An online capacity building session shall be conducted by allocated Key Account Manager (KAM) / Regional Team of TSP/ trainees , within one week after establishment of Ghost trainee for better understanding of business rules and defining strategy to overcome risk in future.</p>

			<p>A penalty of 20% training cost of class monthly invoice will be imposed if established.</p> <p><u>Fake Trainee:</u></p> <p>A trainee whose online verification through trainee Profile / trainee CNIC / actual person does not match with the online present trainee during any monitoring visit by PSDF Monitors & PSDF officials.</p> <p>First Occurrence:</p> <p>a) If more than one trainee is identified as Fake trainee during TPM monitor/ PSDF official visit after first month of class (at any location in any batch & in any scheme), it will be considered as first occurrence.</p> <p>If only one trainee is identified as Fake during TPM monitor/ PSDF official visit after first month of class (at any location in any batch & in any scheme), it will not be considered as first occurrence. If same incident occurs in any subsequent visit by TPM monitor / PSDF official, then it will be considered as first occurrence.</p> <p>Actions to be taken after First Occurrence:</p> <p>An explanation letter will be issued within 5 working days to respond to the occurrence.</p> <p>A written response must be received from TSP side regarding cause of occurrence of Fake trainee within 7 working days from issuance of explanation letter.</p> <p>Based on TSP response and after meeting with TSP if first occurrence is established, PSDF will issue a warning letter to TSP.</p> <p>Key Account Manager (KAM) will prepare an action plan in consultation with TSP to mitigate such occurrences in future within 30 days after first occurrence reported. The action plan may consist of following but not limited to i.e.</p> <p>A capacity building session/s of all relevant staff of TSP shall be conducted.</p>
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			<p>TSP will:</p> <ul style="list-style-type: none"> • Conduct orientation of all relevant staff of TSP about business rules and monitoring policies of PSDF and get their signatures for PSDF review and record. • Ensure that trainee must bring their original CNICs on daily basis. • Check trainees physically with their original CNICs. • Ensure that PSDF funded trainees must attend class. • Female Instructor must verify female trainees in case of veil. <p>e. TSP will sign off & implementation of action plan within 20 days.</p> <p>KAM will conduct follow-up visits to ensure the implementation of action plan & submit the report within 10 days that TSP has implemented all the action points.</p> <p>g) The entire process from the day of first occurrence till completion of Action plan will take 60 days.</p> <p>Treatment of Fake trainee from First Occurrence:</p> <p>a) Identified trainee/s will be expelled from training and complete training cost of individual will be deducted since inception. b) A penalty of 20% training cost of class monthly invoice will be imposed.</p> <p>Second Occurrence:</p> <p>If any fake trainee is identified after the submission of report of action plan implementation by KAM in any batch in any scheme within one year of first instance, the incident will be considered as second occurrence.</p> <p>Actions after second occurrence of Fake trainee:</p> <p>a) Payments of all schemes of TSPs will be withheld.</p> <p>b) TSP status in SAP will be marked in active until completion of inquiry</p> <p>c) PSDF will request to TSP for explanation of second occurrence within 5 days of reporting by TPM/ PSDF official.</p> <p>d) TSP will provide written explanation with 10 days.</p> <p>e) An inquiry committee will be constituted by COO,</p>
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			<p>PSDF consisting of 3 members if TSP contest against the identification of fake trainee.</p> <p>f) The committee will share its findings within 30 days.</p> <p>Treatment of Second occurrence of Fake trainee:</p> <p>a) The identified trainee/s will be expelled, and complete training cost will be deducted since inception if established.</p> <p>b) A penalty of 20% training cost of class monthly invoice will be imposed if established.</p> <p>c) Contract with TSP will be terminated in all ongoing schemes and TSP will not be awarded any new contract for one year from date of second occurrence.</p> <p>d) The classes in progress of all ongoing schemes will be completed and payments of TSP will be made after all necessary deductions & completion of inquiry.</p> <p>e) The ready/ Planned classes of all ongoing scheme will be considered as cancelled.</p> <p>f) TSP will be debarred to work with PSDF for a period of 1 year from date of second occurrence</p>
	6	Any fee charged from trainees	The trainee/s report/s about payment of any kind of fee at any time during the training
Qualitative Compliance	7	Teacher Change	Will be recorded as serious violation without prior approval from PSDF and only allowed if qualification & experience is equal/higher than previously changed.
Employment Commitment Compliance	8	Committed employment targets	Self-employment business rules will be applied on online training.
TSP-TPM Collusion	9	Establishment of Collusion	<u>On Event Report:</u>

- Inquiry will be held in case of reported observations cited at serial no. 5,6,7,9. Inquiry can result upto 20% fine in training cost of monthly invoice.
- 2% additional fine will be imposed against each indicator if non-compliance of more than three below listed indicators are recorded.

- Shift /Time changed unannounced, Study plan provision & contractual credit hours not being followed.
- In any given month penalty amount cannot exceed 20% except 1, 5, 6, 7, 9.
- In case of missing or unverified CNICs PSDF will withhold training cost of such trainees since inception. The same amount will be released only once PSDF receives valid CNICs for such trainees.
- Drop out allowance for any class is 20%.

Further Rules

- Training service provider is required to start their classes as per the contract start date. No extra time will be given for trainee profile submission and inception reports (as specified in PSDF business rules)
- Examination fee will be deducted on account of testing & certification in case of absence and drop out (after registration with PBTE) Trainee.
- Training service provider is required to enter correct trainee data i.e. CNIC issue date and CNIC number. If TSP fails to follow the instructions the invoice will be released in next month.
- In case training service provider entered wrong trainee data in BSS, no stipend will be released until the correct data is provided by TSP. In this case, the stipend will be released in next due disbursement cycle.
- Any kind of correction of trainee data (CNIC, Phone numbers etc.) needed for stipend disbursement will not be entertained after completion of class.

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 an Online Training Delivery Firm/Company for Provision of Trainers and Management of Online Training Delivery and Mentorship as per section – III. Technical Specifications.</p> <p>Contract Period for Hiring of an Online Training Delivery Firm/Company for Provision of Trainers and Management of Online Training Delivery and Mentorship: One (1) year (Extendable for another terms).</p> <p>Commencement date for Hiring of an Online Training Delivery Firm/Company for Provision of Trainers and Management of Online Training Delivery and Mentorship: 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 an Online Training Delivery Firm/Company for Provision of Trainers and Management of Online Training Delivery and Mentorship, Procurement # 81/PSDF/TMF</p>
3.	2.1.3 (iv)	<p>Maximum number of members in the joint venture, consortium or association shall be:</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.)
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 February 07, 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 February 06, 2025, 2025, on 11:00 AM . Those bidders who are interested to participate through an online link can request by email, before February 04, 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-Pads 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	PSDF will charge evaluation cost from Training Service Providers, as the evaluation of bids is outsourced. Training Service Providers are required to provide Bank Drafts in the name of "Punjab Skills Development Fund." <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 Training Service Provider who is applying for the project. • The second bank draft amounting to Rs. 15,500 (fifteen thousand and five hundred rupees only) shall be submitted for evaluation of technical bid. Bid shall not be evaluated if above mentioned Bank Drafts in Favor of "Punjab Skills Development

		<p>Fund” for the aforementioned amount are not submitted directly to PSDF.</p> <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>
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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.	<p>Evidence of the bidding company / firm registration / incorporation document is required.</p> <p align="center">OR</p> <p>In case of universities, They must provide an HEC registration certificate.</p>	<p>Please attach copy of certificate of incorporation / partnership deed/form C</p> <p align="center">OR</p> <p>In case of university please provide evidence of registration with HEC.</p>		
		2.	<p>Must be an Active Taxpayer as per “Active Taxpayer List” of FBR on the day of submission.</p>	<p>(Please attach proof to ascertain that company/firm is on active taxpayer list of FBR.)</p>		
		3.	<p>Must be an Active Taxpayer as per “Active Taxpayer List” of General Sales Tax (GST) / Provincial Sales Tax (PST) (where applicable).</p>	<p>(Please attach proof to ascertain that the company/firm is on the active list of General Sales Tax (GST) / Provincial Sales Tax (PST).</p>		
		4.	<p>Affidavit on stamp paper (duly attested by oath commissioner/notary public) as per the form 8.5 of the tender</p>	<p>(Please attach copy of affidavit attested by oath commissioner/ notary public (as per</p>		

			document, declaring that company/firm is not blacklisted or debarred by any organization anywhere in Pakistan.	form 8.5 of the tender document) on stamp paper of not less than Rs 100, declaring that the company/firm 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.)		
		5	Bidder must have experience of offering trainings through Learning Management Solution LMS for at least 2 years.	Documentary proof (copies of the contract /Purchase/ service orders completion letters from clients. OR For proprietary LMS, proof of ownership / Evidence of participant engagement. A live or recorded LMS demonstration is mandatory. Note: PSDF reserves the right to request additional verification or access for evaluation.		
		6	Bidder must have financial turnover/bank balance of equal to or more than PKR 80 million.	Copy of financial audit reports & statements of 2022-23 / 2023-24 done by ICAP / SBP / ICMAP registered auditing firm (where		

			applicable as per the law) or tax return of 2022-23 / 2023-24 or bank statement of last year		
		7	<p>Bidder must have experience of offering online training to at least 1000 trainees/students.</p>	<p>Documentary proof (copies of the contract /Purchase/ service orders completion letters from clients.</p> <p>Provide evidence of student enrolment on the bidder's letterhead. Provide CNIC, name, course and email address for enrolled students or Screenshot of portal (verifiable by counting).</p> <p>Note:</p> <p>PSDF reserves the right to request additional or any verification or access for evaluation.</p>	
		<p>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.</p> <p>Please note that only tax registered company/firm are allowed to submit bids. Moreover Individual and Sole Proprietor shall not be entertained for this tender.</p>			
14.	2.1.1	<p>Bid shall be submitted to:</p> <p>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.</p>			

15.	2.4.2	The deadline for Bid submission is: February 14, 2025, at 03:00 PM
16.	2.5.1	Technical proposals shall be publicly opened on the same day i.e., February 14, 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% 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 32 million/- Amount of Bid security is Bid Security of 1% (i.e., Rs. 320,000 (Three Hundred Twenty Thousand Rupees) 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 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.	Relevant Experience	20		Documentary proof (copies of the contract / service orders / engagement letters / completion letters should be furnished.
	Working with more than 3 years in managing and delivering online training programs		10	
	Working with more than 2 years but less than or equal to 3 years in managing and delivering training programs		5	If no valid attachment is provided, then no marks for this section will be awarded.
	Experience in managing online training with more than 1500 trainees		10	Attach evidence specifically demonstrating online training scale/including completion certificates/contracts/PO.
	Experience in managing online training with more than 1,000 - 1500 trainees		5	If no valid attachment is provided, then no marks for this section will be awarded.
2.	Trainer Qualification for English language	10		Attach CVs and relevant experience / of the proposed trainers/teachers as mentioned in the scope of work (Introduction).
	Firm/Company should provide more than 25 master's degree/bachelors holders Trainers/Teachers		10	If no valid attachment is provided, then no marks for this section will be awarded.
	Firm/Company should provide more than 20 but less than or equal to 25 master's degree holders/bachelors holders Trainers/Teachers		5	Same trainers should be recruited/onboarded before the start of training and submission of trainer degree is mandatory after the award of contract
3.	Trainer Experience for English Language	10		

	More than 3 years of experience in online training /teaching in English language		10	Attach detailed experience on company's letter of the proposed trainers/teachers reflecting experience of training/teaching in relevant field.
	More than 2 but less than or equal to 3 years of experience in training /teaching in English language		5	If no valid attachment is provided, then no marks for this section will be awarded.
4.	Trainer Qualifications for Skills Training	15		Attach CVs and relevant experience / of the proposed trainers/teachers as mentioned in the scope of work (Introduction).
	More than 25 Master's Degree/bachelors hors. holders Trainers/Teachers		15	If no valid attachment is provided, then no marks for this section will be awarded.
	More than 20 but less than or Equal to 25 Master Degree//bachelors hors. holders Trainers/Teachers		10	Same trainers should be recruited/onboarded before the start of training and submission of trainer degree is mandatory after the award of contract
5.	Trainer Experience for Skills Training (online)	15		Provide experience letters on the employers' letterhead. Also provide CV / profile of the proposed trainers/teachers reflecting experience of training/teaching as per scope of work. (Introduction).
	More than 3 years of experience of master's degree/bachelors hors. holders online Trainers/Teachers in relevant fields		15	Prescribed format of CV is attached in (Section-IIX)
	More than 2 years but less than or equal to 3 of experience of master's degree/bachelors hors. holders online Trainers/Teachers in relevant field		10	If no valid attachment is provided, then no marks for this section will be awarded.
6.	Financial Capability / Annual Turn Over / Sales / Revenue	15		Copy of financial audit reports & statements of 2022-23 /

	Annual turnover / sales / revenue of the firm/company is more than or equal to PKR 120 million		15	2023-24 done by ICAP / SBP / ICMAP registered auditing firm (where applicable as per the law) or tax return of 2022-23 / 2023-24. If no valid attachment is provided, then no marks for this section will be awarded.
	Annual turnover / sales / revenue of the firm/company is more than or equal to PKR 100 million but less than PKR 120million.		10	
	Annual turnover / sales / revenue of the firm/company is more than or equal to PKR 80 million but less than PKR 100million.		5	
7.	Mentor Experience (female)	10		Attach details on the Company's/Employer's letterhead / profile of the proposed mentors reflecting experience as mentioned in description.
	15 mentors having more than 3 years of experience of mentoring roles, in previous online training programs/ workshops/ educational institutions.		10	If no valid attachment is provided, then no marks for this section will be awarded.
	15 mentors having 2-3 years of experience of mentoring roles, in previous training programs/ workshops/ educational institutions.		5	
8.	Proposed Methodology and Approach Presentation demonstrating the Proposed Methodology and Approach in terms of:-	5		Attach a detailed presentation for evaluation.
	Operational Plan & Class Scheduling		5	Please note that PSDF may invite the firms/companies for an in-person presentation during the technical evaluation of the bid. If no valid attachment is provided, then no marks for this section will be awarded.
Total Points Awarded		100		

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% 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.

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

[where applicable]

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.

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.

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.

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.

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.

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.

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.

6. Performance Guarantee

6.1. Within fifteen (15) days *[to be decided by the procuring agency]* 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:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (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.
- 20. Resolution of Disputes**

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.

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.
- 21. Governing Language**

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.
- 22. Applicable Law**

22.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.
- 23. Notices**

23.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or 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.

23.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 24. Taxes and Duties**

24.1. Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring Agency.
- 25. Change in minimum wage rate**

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

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) (ii) Treasury Cheque, or
- (iii) (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.	Online Training Delivery Firm/Company for Provision of Trainers and Management of Online Training Delivery and Mentorship as per section – III. Technical Specifications	The successful company/firm 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 100 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 an Online Training Delivery Firm/Company for Provision of Trainers and Management of Online Training Delivery and Mentorship as per section – III. Technical Specifications	

Stamp & Signature of Bidder _____

8.8. Contract Form

DATED _____, 2025

**HIRING OF AN ONLINE TRAINING DELIVERY FIRM/COMPANY FOR
PROVISION OF TRAINERS AND MANAGEMENT OF ONLINE TRAINING
DELIVERY AND MENTORSHIP**

BETWEEN

Punjab Skills Development Fund

AND

[Firm/Company]

THIS AGREEMENT is made at Lahore, Pakistan this ____ day of _____ 2025:

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

[XX] , a _____ incorporated under _____, having its office at _____ hereinafter referred to as “**the Firm/Company**” which expression shall, wherever the context so requires or permits include, its successors and assigns).

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

WHEREAS, PSDF is a not-for-profit company established by the Government of Punjab to provide quality skills and vocational training opportunities to the underprivileged segment of the population in order to improve their livelihood prospects.

WHEREAS, PSDF is desirous to hire an Online Training Delivery Firm/Company for Recruitment and Management of Trainers and Mentors that will recruit, manage, and deliver high-quality online training via the PSDF Learning Management System (LMS).

AND WHEREAS the Firm/Company is desirous of providing the aforesaid Services and submitted its proposal/bid on _____2025 and the proposal/bid has been deemed successful for awarding of this Agreement.

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

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

1. RECITALS

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

2. SCOPE OF WORK

- 2.1. The Firm/Company agrees to provide the Services as detailed in **Appendix A**.
- 2.2. The Firm/Company further agrees to provide all related services that may be required by PSDF at any time during the term of this Agreement.

3. TERM & PAYMENT

- 3.1 This Agreement shall come into force on the date of execution of this Agreement and its duration shall be for _____ during which the prices shall be fixed.
- 3.2 The **Firm/Company** shall commence provisioning of the Service upon signing of this Agreement and issuance of Service Order by PSDF.
- 3.3 Time is of the essence in this Agreement and, whenever a date or time is set forth in this Agreement, the same has entered into and formed a part of the consideration for this Agreement.
- 3.4 In consideration of the satisfactory provision of Services and related services, PSDF shall pay an amount (inclusive of all applicable taxes & out of pocket expenses) of PKR _____.
- 3.5 All payments made hereunder shall be made subject to applicable tax deductions.

5. OBLIGATIONS

- 5.1. In providing the Services and related services to PSDF, the Firm/Company shall, at all times, observe and comply with all the guidelines and policies of PSDF communicated to the Firm/Company from time to time.
- 5.2. the Firm/Company shall exercise reasonable care and due diligence in the performance of all obligations arising out of or in relation to this Agreement.
- 5.3. The Firm/Company shall carry out all activities under this Agreement with the highest standards of quality, professional and ethical competency and integrity.
- 5.4. The Firm/Company shall, if required by PSDF, provide training services to all the employees of PSDF for the operation of the Services.
- 5.5. The Firm/Company shall completely deliver the Services in tentatively six months, which time period shall include pre-engagement preparation time, actual project engagement and and post-engagement for finalization.

6. WARRANTIES AND REPRESENTATIONS

- 6.1. The Firm/Company warranties and representations:
 - 6.1.1. The Firm/Company represents and warrants that it has the legal right and capacity to enter into this Agreement and the execution and delivery of this Agreement has

been duly and validly authorized and no proceedings on part of any person are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

- 6.1.2. The Firm/Company is legally entitled, validly existing and carrying on its business under the laws of Pakistan and complies with the eligibility criteria set out in the expression of interest/tender document.
- 6.1.3. The Firm/Company warrants and represents that it has the required professional skills, knowledge, expertise technical and financial resources required for the purposes of providing the Services and related services and carrying out all related activities in relation to this Agreement.
- 6.1.4. The Firm/Company warrants and represents that it in the business of providing services related to recruiting, managing, and delivering online training programs, especially in digital and IT skill-building initiatives for women or marginalized groups.
- 6.1.5. The Firm/Company warrants and represents that the Services supplied pursuant to this Agreement shall be of good quality.
- 6.1.6. The execution and performance of this Agreement does not constitute a violation of any applicable laws of Pakistan and/or any agreement/understandings to which any or each of the said Parties are bound by.
- 6.1.7. The Firm/Company warrants that it possesses all requisite licenses, qualifications, certifications, registrations, regulatory approvals etc. for entering into, and performing its obligations under this Agreement.
- 6.1.8. The Firm/Company warrants and represents that there are no proceedings pending, or threatened, (i) for its dissolution or bankruptcy or (ii) that could adversely affect the performance of its respective obligations under this Agreement or the transaction contemplated hereby.
- 6.1.9. The Firm/Company warrants that it shall perform its obligations with all due diligence and efficiency and to the satisfaction of PSDF and shall exercise such skill and care in performance of the same in accordance with the best professional techniques, standards and practices in the relevant industry in engagements of similar scope, complexity and duration.
- 6.1.10. This Agreement and all documents to be executed by the Firm/Company and to be delivered to PSDF are/shall be duly authorized, registered, executed and delivered, and are/shall be legal, valid, and binding obligations of the Firm/Company.

6.2. PSDF's warranties and representations

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

7. INDEMNITIES AND LIABILITIES OF the Firm/Company

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

8. INDEMNITIES AND LIABILITIES OF PSDF

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

9. EVENTS OF DEFAULT

9.1. The following events shall each constitute an “Event of Default” by the Firm/Company:

9.1.1. If the Firm/Company fails to meet the deadlines;

9.1.2. If the Firm/Company violates or breaches, or materially fails to fully and completely observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Agreement and does not cure such violation, breach or failure within thirty (30) days after PSDF gives the Firm/Company written notice of such violation, breach or failure, or, if such violation, breach or failure can be cured but not within thirty (30) days with the use of diligent efforts, if the Firm/Company does not commence to cure such violation, breach or failure within such thirty (30) day period.

9.1.3. If the Services provided do not conform to any requirements of PSDF and subject to the same being informed to the Firm/Company in writing the same is not replaced within 24 hours.

9.2. PSDF reserves the right to terminate the Agreement, in whole or in part, at any point in time without assigning any reasons with a months’ notice.

10. INTELLECTUAL PROPERTY

10.1. The Firm/Company may use the intellectual property of PSDF only for the purpose of this Agreement. However, it may not sub-license the intellectual property to any other entity, including any associated entities.

11. ENTIRE AGREEMENT

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

12. RECORD

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

13. ASSIGNMENT AND SUB-CONTRACTING

- 13.1 The Firm/Company shall not assign, transfer or in any other way alienate any of its rights or obligations under this Agreement whether in whole or in part without the prior written consent of PSDF.
- 13.2 The Firm/Company shall not sub-contract the provisioning of the Services or any related services without the express written permission of PSDF.

14. CONFIDENTIALITY

- 14.1. Except as otherwise permitted by this Agreement, neither of the parties to this Agreement may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of the parties to this Agreement may, however, disclose such information to the extent that it:
 - a) Is or becomes public other than through a breach of this Agreement;
 - b) Is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
 - c) Was known to the recipient at the time of disclosure or is thereafter created independently;
 - d) Is disclosed as necessary to enforce the recipient's rights under this Agreement; or
 - e) Must be disclosed under applicable law, legal process or professional regulations.
- 14.2. 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.

15. BLACKLISTING

- 15.1. After signing the Agreement, if the Firm/Company is unable to fulfil its obligations and abandons its obligations under the Agreement without any cogent reason, the Firm/Company may be blacklisted by PSDF and may be prohibited from participating in any PSDF funded schemes in the future.

16. FORCE MAJEURE

- 16.1. 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, lightning, war, hostilities, government action (action of any government department or body) and any direction or judgment of a Court of law.
- 16.2. If either party is affected by Force Majeure, it shall forthwith notify the other party of the nature and extent thereof.
- 16.3. 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.

17. NOTICES

- 17.1. 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.

17.2. Addresses:

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

18. SEVERABILITY

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

19. VARIATIONS

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

20. COUNTERPARTS

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

21. AMENDMENTS

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

22. ARBITRATION AND GOVERNING LAW

- 22.1. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Pakistan and the parties consent and submit to the jurisdiction and service of process to the courts in Lahore.
- 22.2. The Parties agree that in case of any dispute regarding the Services, the decision of PSDF shall be binding and final.
- 22.3. The Parties agree that in all other disputes, differences and questions in respect of any matter under this Agreement, whether during the term of this Agreement, or any renewals thereof, or after the expiry of this Agreement, arising between them may be referred to arbitration as stipulated in the Arbitration Act 1940.

23. WAIVER

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

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

PSDF	Firm/Company

Witnesses:

1.

2.

APPENDIX A

SCOPE OF SERVICES

1. Introduction

This Statement of Work (SOW) outlines the objectives, scope, responsibilities, deliverables, and timelines associated with hiring a firm to recruit trainers, manage, and deliver high-quality online training via the PSDF Learning Management System (LMS) for the EWIT program. The goal of this project is to equip rural women with essential skills:

- a. English language skills (120 hrs.)
- b. General computer skills (40 hrs.)
- c. Content creation - video, photography, Canva and any other available platforms (70 hrs.)
- d. Digital marketing - how to use SM tools and attract customers (80 hrs.)
- e. Sales - e-commerce (Shopify and any other platforms), marketplaces (Daraz, OLX, FB marketplace) and any other available platforms (60 hrs.)
- f. Profile creation - how to position on e-lancing platform (10 hrs.)
- g. Financial literacy - understanding how to open digital accounts, receive and transfer funds (20 hrs.)
- h. Product research, identification & development (50 hrs.)
- i. **Note:** These are the estimated credit hours subject to change as per the curriculum

2. Objective

The objective of this SOW is to engage a firm that will:

- Provide qualified trainers to deliver online training according to the provided curriculum.
- Provide a central physical location for trainers to deliver training from. This location must meet the requirements of being able to host multiple trainers at the same time to be able to run concurrent classes or otherwise agreed by PSDF
- Manage and support the trainers throughout the training delivery.
- Ensure that online training is delivered via the provided LMS with provided content and instructional techniques that foster effective learning as per the learning outcome mentioned in the curriculum.
- Track and report the performance of both trainees, trainers and mentors throughout the program.
- Foster continuous improvement through feedback loops and performance evaluations.
- Recruit mentors who will guide trainees and provide industry insight.
- Ensure that trainees are onboarded on freelance platforms or start their own digital businesses.
- Total trainee: 1,000 for year 1 and 2,000 for year 2

3. Scope of Work

3.3 Hiring of Trainers (Female)

The selected Firm/Company will be responsible for recruiting/providing qualified trainers who will possess both technical expertise and strong online teaching skills. The trainers will be responsible for delivering the following training components:

English Language Training (6 weeks)

- a. **IT and Digital Skills Training (18 weeks):** Covering topics from basic computer literacy to advanced skills in digital marketing, e-commerce, content creation, and IT proficiency (complete curriculum to be provided by PSDF).
- b. **Key Requirements for English language trainers:**
 - i. Trainers must have subject matter expertise in English communication and preference will be given English teaching certificate form a recognized organization
 - ii. Preference will be given to trainers who have prior experience in delivering online training via LMS platforms.
- c. **Key Requirements for Skills IT trainers:**
 - i. Digital marketing, IT and content creation as per the curriculum (firm to hire trainers for the subjects mentioned in the curriculum)
 - ii. Trainers should have prior experience in delivering online training via LMS platforms.

3.4 Responsibilities of the Firm/Company

The selected Firm/Company will:

- a. **Recruitment of Trainers (female) :** Hire skilled trainers based on predefined criteria for the pilot of 200 trainees. Based on the findings PSDF reserves the right to add male trainers for the training.
- b. **Trainer Orientation and Training:** Provide an orientation to all trainers on the training objectives, curriculum, and the LMS platform to ensure consistency and effective delivery.
- c. **Management of Trainers:** Oversee the day-to-day operations of the training sessions, ensuring trainers adhere to the curriculum, provide timely feedback, and maintain engagement with learners.
- d. **Ongoing Support and Professional Development:** The Firm/Company should ensure trainers have the resources and support they need and facilitate continuous professional development to improve teaching effectiveness.

3.3 Recruitment of Mentors (Female)

In addition to trainers, the Firm/Company will also be responsible for recruiting **mentors** who have successfully built their business or are providing online free-lance services. These mentors will play a crucial role in guiding trainees, providing practical industry insights, and helping bridge the gap between training and real-world application.

b. Key Requirements for Mentors

- i. Mentors must have experience of at least 2 years in digital business or freelance, particularly in areas such as digital marketing, e-commerce, content creation, and IT.
- ii. Mentors should have a proven track record of professional success and knowledge of the challenges women face in the digital workforce.
- iii. Mentors must be skilled communicators who can provide guidance, answer questions, and inspire confidence in trainees through agreed PSDF communications channels.
- iv. Experience in mentoring or coaching is preferred.

c. Responsibilities of Mentors

- i. **Guidance and Support:** Mentors will provide one-on-one guidance to trainees, helping them navigate the training content and addressing specific queries related to digital career paths.

- ii. **Industry Insights:** Mentors will offer real-world examples, discuss industry trends, and provide advice on how to be a successful business owner or a freelancer.
- iii. **Networking and Opportunities:** Mentors will help connect trainees to industry networks, or opportunities that align with their newly acquired skills (if required by PSDF)
- iv. **Motivation and Engagement:** Mentors will motivate trainees to persist in their training and career journey, sharing insights and offering encouragement.

4. Curriculum and Timeline

The curriculum will focus on two primary areas of training:

- a. English Language and digital financial literacy - as per the provided curriculum
- b. Basic computer skills, IT, Content creation, e-commerce and digital marketing skills Training as per the curriculum provided

5. Phasing

Phase 1 – Trainer and Mentor Recruitment, Curriculum delivery plan finalization

Phase 2 – Training Delivery

- a. English Language Training - as per the provided curriculum
- b. Skills Training - as per the curriculum provided

Phase 3 – Final Evaluation and Reporting

6. Execution Plan

6.2 Trainer Selection Criteria

The firm must adhere to the following criteria when selecting trainers (as per the provided curriculum to level above trainers):-

- a. **Expertise:** Trainers must be experts in the subject matter with hands-on experience in delivering communication, digital and IT-related training. The selection of trainers must adhere to the selection criteria mentioned in the curriculum or at least bachelors/masters in the relevant field of training.
- b. **Teaching Skills:** Strong communication skills, ability to break down complex topics, and engagement techniques.
- c. **Digital Proficiency:** Trainers must be comfortable with using online teaching tools and the LMS platform.
- d. **Hiring of trainers:** Firm to hire trainers based on the module. There must be different trainers for each area of training (language and skills) or otherwise specified in the curriculum. The selection to be previously agreed with PSDF. Firm may hire one trainer to conduct both areas with prior approval of PSDF.

6.2 Mentor Selection Criteria

- a. **Professional Experience:** Mentors must have demonstrated and verifiable income proof and success in digital fields, preferably working in leading firms/offering freelance services or running their own business within sectors such as e-commerce, digital marketing, IT, and content creation.
- b. **Coaching and Mentoring Experience:** Mentors should have experience guiding, coaching, or advising individuals or team.
- c. **Commitment:** Mentors should be available for consistent engagement with trainees and provide practical career advice and encouragement for 4 months.

6.3 Learning Approach

- a. **Foundational Learning:** The training will begin with fundamental business English language modules to build communication confidence.
- b. **Modular Training:** The digital skills training is module based ensuring that each build on the previous stage.
- c. **Interactive Learning:** Each module will include interactive elements, case studies, assignments, and quizzes to ensure learner engagement and application of concepts.

6.6 Operational plan

Operational/delivery plan for classes:

- a. Provide operational plan for the classes/cohorts of trainer/mentors occupancy and delivery
- b. Provide list of trainers/mentors
- c. Potential bidder must have an infrastructure and resources available so that at least 15-20 trainers are accommodated in one training place for effective training delivery

6.7 Bridging Theory and Practice

The trainers will integrate theoretical concepts with hands-on exercises that contextualize learning in real-world scenarios, enhancing practical skill development. For example, using tools like Canva and social media platforms, trainers will facilitate practical tasks, allowing trainees to see immediate relevance.

7. Responsibilities of Trainers and Mentors

7.1 Trainers

Trainers will be responsible for:

- a. **Preparation of Lesson:** Each session should be well-structured with clear learning objectives and relevant content, presented in an engaging manner.
- b. **Designing Assessments:** Trainers will create quizzes, assignments, and other forms of assessment that gauge learners' understanding and provide feedback (if required)
- c. **Interactive Engagement:** Trainers will foster a dynamic learning environment through live interactions, discussions, and Q&A sessions.
- d. **Providing Guidance:** Trainers will offer timely, clear, and actionable guidance/answers to any questions or challenges faced by learners through PSDF provided channels

7.2 Mentors

Mentors will be responsible for:

- a. **Providing Career Guidance:** Mentors will offer advice on how to apply digital skills in the workplace and discuss potential career paths in digital industries.
- b. **Industry Insights:** Sharing current industry trends, best practices, and personal experiences to inspire trainees.
- c. **Networking:** Helping trainees connect with professionals or opportunities in the digital space (if required by PSDF), how to be a successful freelancer and run an online digital business.

8. Reporting and Deliverables

The Firm/Company will provide regular updates and reports, including:

- a. **Weekly Progress Reports:** A summary of the training sessions, trainer and mentor performance, and any issues or concerns as per the mutually agreed format.
- b. **Trainer and Mentor Evaluations:** Feedback collected from trainees about the trainers' and mentors' performance and effectiveness.
- c. **Final Evaluation Report:** A comprehensive analysis of the entire training program, including achievements, challenges, and outcomes. This will include both qualitative and quantitative assessments of trainer and mentor effectiveness, learner satisfaction, and learning outcomes.

9. Performance Evaluation and Continuous Improvement

To ensure the effectiveness of the training program, the Firm/Company will:

- a. **Regularly Assess Trainers and Mentors:** Evaluate trainers and mentors' effectiveness based on feedback from trainees, observed performance, and learner outcomes.
- b. **Continuous Feedback Mechanism:** Implement a feedback loop where both learners and trainers can provide input to improve the course content and delivery methods.
- c. **Adaptation:** Trainers and mentors will adjust their teaching methods based on performance evaluations and learner feedback to continuously improve the training process.

10. Maximum class size

- a. Maximum class size Is not to exceed 25- 35 trainees or otherwise approved by PSDF

11. Minimum training and mentorship time

- a. To complete credit hours trainer to provide 3 hours of training per day for 6 days a week (18 hours per week) for 6 months of training
- b. Minimum mentorship hours 6 hours per week for 4 months

12. Class schedule

This is the tentative schedule and is subject to change based on the discussion with PSDF.

- a. First 6 weeks of the class will be training only in English and Digital financial literacy 3 hours training per day
- b. Next 18 weeks shall be 3 hours training per day for other remaining modules
- c. Mentorship to start after 12 weeks after class start and will continue for 4 weeks post training completion (total mentorship period will be 4 months)
- d. Mentorship to be delivered 6 hours per week for 4 months

13. Compliance of business rules

- a. It is expected that the Training Service Providers will facilitate income generation of the trained persons, as per employment business rules.
- b. Track and report income status of trainees' post-completion of training as per PSDF business rules.
- c. In case of non-compliance of the above-mentioned responsibilities, financial penalties will be applicable as per the Monitoring business rules of PSDF.
- d. Firm will not charge anything to the trainees at any stage of the training process, in the form of admission forms, enrolment, training delivery or certification.

- e. Subject to the Service Provider fulfilling its obligations set out herein to the satisfaction of PSDF, PSDF shall pay to the Service Provider, on a per trainee per month basis under this Contract subject to maximum overall cost
- f. The payment of training cost will be subject to the terms and conditions specified in this Contract and Monitoring Business Rules
- g. Service Provider shall not receive any payment(s) from any other party in lieu of the training provided
- h. The Service Provider shall also not receive any payments for trainings conducted in contravention of the terms of this Contract and the same shall be deemed to be a waiver by the Service Provider

14. Compliance of trainer and mentor management & recruitment

- a. The training firm will be responsible for identifying, recruiting, and submitting a list of 25-35 qualified trainers and 15-20 experienced mentors. Each profile must meet the following requirements:
 - i. Detailed CV, including educational qualifications and professional certifications relevant to the training program.
 - ii. Documented work experience, with a focus on industry-relevant roles and accomplishments.
 - iii. Proof of certifications, accreditations, or licenses, as applicable.
 - iv. Confirmation of availability for the program duration and flexibility to meet project schedules.
 - v. Profiles must be submitted in a standardized format (to be agreed upon) for review and approval.
- b. Adherence to Pre-defined Selection Criteria
 - i. The training firm must pre-screen and vet all candidates to ensure full compliance with the criteria outlined in the project guidelines, including qualifications, professional expertise, and soft skills.
 - ii. Profiles found to be incomplete, inaccurate, or non-compliant will be rejected, and the firm will bear responsibility for providing corrected or replacement profiles within the agreed timeframe.
- c. Service Level Agreement (SLA)
 - i. Replacement of Trainers and Mentors

The firm must ensure a continuous pool of qualified trainers and mentors throughout the contract period. In cases of unavailability, resignation, or dismissal due to non-performance, the firm must:

 - i. Notify the contracting organization within 1 business day of becoming aware of the issue.
 - ii. Submit a qualified replacement profile within 3 business days of notification.
 - iii. Ensure the replacement is onboarded and ready to deliver training within 5 business days to prevent disruptions.
 - iv. Replacement trainers and mentors must undergo the same vetting process and meet all selection criteria as the original candidates.
- d. Changes to Approved Profiles
 - i. The firm must provide advance written notification for any changes to the approved list of trainers or mentors, specifying the reason for the change.

- ii. Proposed changes must be submitted with complete profiles for approval and cannot be implemented without written consent from the contracting organization.
 - iii. Emergency changes due to unforeseen circumstances (e.g., medical emergencies) must be resolved within 3 business days, with documentation provided to justify the change.
- e. Performance Management and Accountability
- i. Performance evaluations will be conducted periodically by the contracting organization, including feedback from training participants. If any trainer or mentor receives unsatisfactory ratings, the firm will be required to:
 - ii. Address the performance issue within 5 business days.
 - iii. Provide necessary re-training or support to the trainer or mentor.
 - iv. Replace the individual if the performance issue is not resolved, adhering to the SLA replacement terms.
- f. Compliance and Reporting
- i. The firm must maintain accurate and updated records of all trainers and mentors, including copies of qualifications, certifications, and evaluations.
 - ii. Monthly progress reports must be submitted, including recruitment updates, trainer/mentor engagement details, and feedback on program delivery.

Tentative Business Rules

Online Training

The table specifies key indicators which are required to be followed by training provider and the same will be observed during the virtual monitoring visit by Third Party Monitoring Firm (TPM). In case of any further inquiry, PSDF may investigate and take action accordingly.

Monitoring Practices:

- At least 2 virtual monitoring visits will be carried out during a month.
- At least 2 physical monitoring visits of Trainer at TSP location and Online visit of Trainees at same time.

Compliance Risk	No.	Key Indicators	Description of key indicator
	1	Non-functional Classes	Trainers or trainees are not present in virtual/online session. Trainees found present, but session is not in progress due to any reason. e.g. non-availability of Instructor, faulty/non-availability of internet facility or any relevant technical reason. ¹

Trainee Selection Compliance	2	Selection/enrolment of trainees criteria	<ul style="list-style-type: none"> • Trainee age should be 22 years with upper age limit of 35 years by start of course or according to contract (10% trainees age may be greater than upper age limit of 35 years) and minimum of 16 years of education. • Should not be enrolled earlier in any PSDF funded training
Participation Compliance	3	Regular trainees vs Marginal Trainee	<p>If assessment score $\geq 50\%$ and monthly attendance $\geq 80\%$ then stipend will be Rs. 5,000/ month</p> <ul style="list-style-type: none"> ○ If assessment score $< 50\%$ and monthly attendance $> 80\%$ then stipend will be Rs. 2,500/ month ○ If monthly attendance is $< 80\%$, no stipend will be admissible.

¹Class Duration > 1 month:

First month non-functionality:

If class is reported as non-functional in first virtual visit for first month, payment will be made from subsequent functional visit date. If class is reported as non-functional during all virtual visits in first month, no payment will be made.

Second Month non-functionality:

If class is reported as nonfunctional in anyone virtual visit out of four virtual visits, 5% penalty will be imposed. If class is reported as non-functional in all virtual visits in second month no payment will be made for that month.

If class remains nonfunctional in first month and second month during all visits, class will be considered as cancelled.

For courses ≤ 1 month: (If class is nonfunctional in first visit by TPM, payment will be made from subsequent functional visit date. If class remains non-functional during all visits in a month, class will be considered as cancelled.

	4	Confirmed Marginal (Drop out)	<p>Trainee marked absent in two consecutive months during TPM visits with course duration > 1 month (Dropout)</p> <p>In case of duration ≤ 1-month trainees remaining absent in all visits will be dropout.</p>
			<p><u>Ghost Trainee</u></p> <p>A trainee marked present in attendance register as displayed during live classes but found absent during two consecutive visits by monitoring team. (Absent will be determined if the trainee has camera off and camera on but not present on camera)</p> <p>Below are the series of actions to be undertaken once Ghost trainee/s is identified:</p> <p>An explanation letter will be issued within 3 working days by PSDF after incident notified by monitoring team.</p>

	5	Fake & Ghost trainee	<p>A written response must be received from TSP side regarding actions to be taken for mitigating the risks of ghost trainee within 5 working days from issuance of explanation letter by PSDF.</p> <p>A warning letter will be issued if Ghost trainee is established.</p> <p>Identified trainee will be expelled from training and complete training cost of individual will be deducted since inception if established.</p> <p>An online capacity building session shall be conducted by allocated Key Account Manager (KAM) / Regional Team of TSP/ trainees , within one week after establishment of Ghost trainee for better understanding of business rules and defining strategy to overcome risk in future.</p> <p>A penalty of 20% training cost of class monthly invoice will be imposed if established.</p> <p><u>Fake Trainee:</u></p> <p>A trainee whose online verification through trainee Profile / trainee CNIC / actual person does not match with the online present trainee during any monitoring visit by PSDF Monitors & PSDF officials.</p> <p>First Occurrence:</p> <p>a) If more than one trainee is identified as Fake trainee during TPM monitor/ PSDF official visit after first month of class (at any location in any batch & in any scheme), it will be considered as first occurrence.</p> <p>If only one trainee is identified as Fake during TPM monitor/ PSDF official visit after first month of class (at any location in any batch & in any scheme), it will not be considered as first occurrence. If same incident occurs in any subsequent visit by TPM monitor / PSDF official, then it will be considered as first occurrence.</p> <p>Actions to be taken after First Occurrence:</p> <p>An explanation letter will be issued within 5 working days to respond to the occurrence.</p>
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		<p>A written response must be received from TSP side regarding cause of occurrence of Fake trainee within 7 working days from issuance of explanation letter. Based on TSP response and after meeting with TSP if first occurrence is established, PSDF will issue a warning letter to TSP.</p> <p>Key Account Manager (KAM) will prepare an action plan in consultation with TSP to mitigate such occurrences in future within 30 days after first occurrence reported. The action plan may consist of following but not limited to i.e.</p> <p>A capacity building session/s of all relevant staff of TSP shall be conducted.</p> <p>TSP will:</p> <ul style="list-style-type: none"> • Conduct orientation of all relevant staff of TSP about business rules and monitoring policies of PSDF and get their signatures for PSDF review and record. • Ensure that trainee must bring their original CNICs on daily basis. • Check trainees physically with their original CNICs. • Ensure that PSDF funded trainees must attend class. • Female Instructor must verify female trainees in case of veil. <p>f. TSP will sign off & implementation of action plan within 20 days.</p> <p>KAM will conduct follow-up visits to ensure the implementation of action plan & submit the report within 10 days that TSP has implemented all the action points.</p> <p>g) The entire process from the day of first occurrence till completion of Action plan will take 60 days.</p> <p>Treatment of Fake trainee from First Occurrence:</p> <p>a) Identified trainee/s will be expelled from training and complete training cost of individual will be deducted since inception. b) A penalty of 20% training cost of class monthly invoice will be imposed.</p> <p>Second Occurrence:</p> <p>If any fake trainee is identified after the submission of report of action plan implementation by KAM in any batch in any scheme within one year of first instance, the incident will be considered as second occurrence.</p>
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			<p>Actions after second occurrence of Fake trainee:</p> <p>g) Payments of all schemes of TSPs will be withheld.</p> <p>h) TSP status in SAP will be marked in active until completion of inquiry</p> <p>i) PSDF will request to TSP for explanation of second occurrence within 5 days of reporting by TPM/ PSDF official.</p> <p>j) TSP will provide written explanation with 10 days.</p> <p>k) An inquiry committee will be constituted by COO, PSDF consisting of 3 members if TSP contest against the identification of fake trainee.</p> <p>l) The committee will share its findings within 30 days.</p> <p>Treatment of Second occurrence of Fake trainee:</p> <p>a) The identified trainee/s will be expelled, and complete training cost will be deducted since inception if established.</p> <p>b) A penalty of 20% training cost of class monthly invoice will be imposed if established.</p> <p>c) Contract with TSP will be terminated in all ongoing schemes and TSP will not be awarded any new contract for one year from date of second occurrence.</p> <p>d) The classes in progress of all ongoing schemes will be completed and payments of TSP will be made after all necessary deductions & completion of inquiry.</p> <p>e) The ready/ Planned classes of all ongoing scheme will be considered as cancelled.</p> <p>f) TSP will be debarred to work with PSDF for a period of 1 year from date of second occurrence</p>
	6	Any fee charged from trainees	The trainee/s report/s about payment of any kind of fee at any time during the training
Qualitative Compliance	7	Teacher Change	Will be recorded as serious violation without prior approval from PSDF and only allowed if qualification & experience is equal/higher than previously changed.
Employment Commitment Compliance	8	Committed employment targets	Self-employment business rules will be applied on online training.

TSP-TPM Collusion	9	Establishment of Collusion	On Event Report:
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- Inquiry will be held in case of reported observations cited at serial no. 5,6,7,9. Inquiry can result upto 20% fine in training cost of monthly invoice.
- 2% additional fine will be imposed against each indicator if non-compliance of more than three belowlisted indicators are recorded.
- Shift /Time changed unannounced, Study plan provision & contractual credit hours not being followed.
- In any given month penalty amount cannot exceed 20% except 1, 5, 6, 7, 9.
- In case of missing or unverified CNICs PSDF will withhold training cost of such trainees since inception. The same amount will be released only once PSDF receives valid CNICs for such trainees.
- Drop out allowance for any class is 20%.

Further Rules

- Training service provider is required to start their classes as per the contract start date. No extra time will be given for trainee profile submission and inception reports (as specified in PSDF business rules)
- Examination fee will be deducted on account of testing & certification in case of absence and drop out (after registration with PBTE) Trainee.
- Training service provider is required to enter correct trainee data i.e. CNIC issue date and CNIC number. If TSP fails to follow the instructions the invoice will be released in next month.
- In case training service provider entered wrong trainee data in BSS, no stipend will be released until the correct data is provided by TSP. In this case, the stipend will be released in next due disbursement cycle. Any kind of correction of trainee data (CNIC, Phone numbers etc.) needed for stipend disbursement will not be entertained after completion of class.

**APPENDIX B
PAYMENT TERMS**

Sr. No.	Description of Deliverables	Unit of Measurement (UOM)	Unit Price in PKR (Without applicable taxes)	Applicable Taxes %	Unit Price in PKR (With applicable taxes)	Total Price in PKR (incl. of all applicable taxes)
A.	Training of Trainee	Per Trainee Per Month				
B.	Mentor's Remuneration	Per Trainee Per Month				
Total Cost A+B (PKR) in figures						
Total Cost A+B (PKR) in words						
Total Cost A+B (PKR) x 850 in figures						
Total Cost A+B (PKR) x 850 in Words						

Note:

- The contract shall be awarded based on least cost selection method.
- The total class to be maximum of 25 - 35 or otherwise specified by PSDF.

Payment Terms:

- 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:• Subject to the Training Service Provider fulfilling its obligations set out herein to the satisfaction of PSDF, PSDF shall pay to the Training Service Provider, on a per trainee per month basis under this Contract subject to maximum overall cost of the contract.• The payment of training costs will be subject to the terms and conditions specified in this Contract and Monitoring Business Rules.• Payment shall be made in PKR.• Payment Schedule shall be as follows:<ul style="list-style-type: none">○ 70% of total Contract price shall be divided by the number of months and will be paid monthly on the basis of eligible actual enrolment, satisfactory attendance, and performance of the trainees. Adjustments shall be made during each month for dropouts during the previous month and penalties as specified in PSDF Monitoring Business Rules.○ 10% of the total Contract price (based on actual number of trainees) shall be paid after end of training classes and completion of examination and certification of 90% enrolled trainees.○ Last instalment 20% of total Contract price after receiving the report of creating online stores / start of freelance services of 70% completed and income generation proof trainees by Service Provider within one month of result issuance and subject to verification by call center for one month along with other verification methods of confirmed income generation• Where it is evidenced or found by client that any overpayment has been made to Training Service Provider, Training Service Provider shall reimburse the said amount to Client within fifteen (15) days of the date of client's demand. In case Training Service Provider fails to reimburse such amounts within the stated period, client shall be fully entitled to deduct such amounts at its sole discretion from any future payment to be made to Training Service Provider. Procuring Agency reserves its right under law to seek recovery of such amounts from Service Provider.
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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 letter head, signed & stamped by the Bidder.**
- **To be attached with Financial Bid.]**

Sr. No.	Description of Deliverables	Unit of Measurement (UOM)	Unit Price in PKR (Without applicable taxes)	Applicable Taxes %	Unit Price in PKR (With applicable taxes)	Total Price in PKR (incl. of all applicable taxes)
A.	Training of Trainee	Per Trainee Per Month				
B.	Mentor's Remuneration	Per Trainee Per Month				
Total Cost A+B (PKR) in figures						
Total Cost A+B (PKR) in words						
Total Cost A+B (PKR) x 850 in figures						
Total Cost A+B (PKR) x 850 in Words						

Note:

- In case of difference between unit price and total price, unit price shall prevail, and total price shall be "final". *(Please refer to ITB clause 2.5.6).*
- In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.
- The contract shall be awarded based on least cost selection method.
- The total class is to be maximum of 25 - 35 or otherwise specified by PSDF.

Payment Terms:

- Tentative Trainee number is 850 and payment shall be made as per actual number of trainees trained as per the Payment Schedule given below.
- 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:• Subject to the Training Service Provider fulfilling its obligations set out herein to the satisfaction of PSDF, PSDF shall pay to the Training Service Provider, on a per trainee per month basis under this Contract subject to maximum overall cost of the contract.• The payment of training costs will be subject to the terms and conditions specified in this Contract and Monitoring Business Rules.• Payment shall be made in PKR.• Payment Schedule shall be as follows:<ul style="list-style-type: none">○ 70% of total Contract price shall be divided by the number of months and will be paid monthly on the basis of eligible actual enrolment, satisfactory attendance, and performance of the trainees. Adjustments shall be made during each month for dropouts during the previous month and penalties as specified in PSDF Monitoring Business Rules.○ 10% of the total Contract price (based on actual number of trainees) shall be paid after end of training classes and completion of examination and certification of 90% enrolled trainees.○ Last instalment 20% of total Contract price after receiving the report of creating online stores / start of freelance services of 70% completed and income generation proof trainees by Service Provider within one month of result issuance and subject to verification by call center for one month along with other verification methods of confirmed income generation• Where it is evidenced or found by client that any overpayment has been made to Training Service Provider, Training Service Provider shall reimburse the said amount to Client within fifteen (15) days of the date
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	<p>of client's demand. In case Training Service Provider fails to reimburse such amounts within the stated period, client shall be fully entitled to deduct such amounts at its sole discretion from any future payment to be made to Training Service Provider. Procuring Agency reserves its right under law to seek recovery of such amounts from Service Provider.</p>
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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- Trainer 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 100 Stamp Paper, duly attested by oath commissioner.]

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]

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 of 1% (i.e., PKR 320,000 (Three Hundred Twenty Thousand Rupees) 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 _____