PUNJAB SKILLS DEVELOPMENT FUND

Tender Document

Procurement No: 143/PSDF/ADT

Tender Document – Hiring of Industry Training Partners for Advance Technology Program (Round III)

November, 2026

Submission Date for Sealed E-Bids: November 30, 2026, on or before 03:00 PM

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

UAN: 042-111-11-PSDF (7733) | Toll Free:0800-48627 (HUNAR) | Website: psdf.org.pk

Table of Contents

TENDER DOCUMENT – HIRING OF INDUSTRY TRAINING PARTNERS FOR ADVANCE TECHNOLOGY PROGRAM 1

SECTION-I: INVITATION TO BIDS 5

1.1 INVITATION TO BID 5

SECTION-II: INSTRUCTIONS TO BIDDERS (ITB) 7

2.1. INTRODUCTION 7
2.1.1 Scope of Bid 7
2.1.2 Source of Funds 7
2.1.3 Eligible Bidders 7
2.1.4. Cost of Bidding 10
2.1.5. One person one bid 10
2.1.6. Work Plan/Deputation Plan 10
2.2. THE BIDDING DOCUMENTS 11
2.2.1. Content of Bidding Documents 11
2.2.2. Clarification of Bidding Documents 12
2.2.3. Amendment of Bidding Documents 13
2.3. PREPARATION OF BIDS 14
2.3.1. Language of Bid 14
2.3.2. Bid Form 14
2.3.3. Bid Prices 14
2.3.4. Bid Currencies 15
2.3.5. Documents Establishing Bidder's Eligibility and Qualification 15
2.3.6. Bid Security 15
2.3.7. Period of Validity of Bids 17
2.3.8. Format and Signing of Bid 17
2.3.9. Minimum Wage rates/all applicable taxes 18
2.4. SUBMISSION OF BIDS 18
2.4.1 Sealing and Marking of Bids 18
2.4.2 Deadline for Submission of Bids 20
2.4.3. Late Bids 20
2.4.4. Modification and Withdrawal of Bids 20
2.5. OPENING AND EVALUATION OF BIDS 21
2.5.1. Opening of Bids by the Procuring Agency 21
2.5.2. Confidentiality 23
2.5.3. Clarification of Bids 24
2.5.4. Preliminary Examination 24
2.5.5. Examination of Terms and Conditions; Technical Evaluation 25
2.5.6. Correction of Errors 26
2.5.7. Conversion to Single Currency 26
2.5.8. Post-qualification & Evaluation of Bids 27
2.5.9. Contacting the Procuring Agency 27
2.5.10. Grievance Redressal 28
2.6. AWARD OF CONTRACT 29
2.6.1. Notification of Award 29
2.6.2. Performance Guarantee 29
2.6.3. Signing of Contract/ Issuance of work Order 29
2.6.4. Award Criteria 30
2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award 30
2.6.6. Procuring Agency's Right to Accept or Reject All Bids 30
2.6.7. Re-Bidding 30
2.6.8. Corrupt or Fraudulent Practices 31

SECTION-III. TECHNICAL SPECIFICATIONS 36

3.1. - SCOPE OF SERVICES 36

APPROVED TRADES: 36
RESPONSIBILITIES OF ITPS: 36
RESPONSIBILITIES OF PSDF: 41
DELIVERABLES: 42
ELIGIBILITY OF TRAINEES 42
PAYMENT PLAN: 43
OTHER REQUIREMENTS 44
4.1. BID DATA SHEET (BDS) 50

SECTION-V: GENERAL CONDITIONS OF CONTRACT 68

1. DEFINITIONS 68
2. APPLICATION 69
3. COUNTRY OF ORIGIN 69
4. STANDARDS 69
5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE PROCURING AGENCY. .. 69
6. PERFORMANCE GUARANTEE 69
7. INCIDENTAL 70
MATERIAL 70
8. PAYMENT 70
9. PRICES 71
10. CHANGE ORDERS 71
11. CONTRACT AMENDMENTS 71
12. ASSIGNMENT 71
13. SUB-CONTRACTS 71
14. DELAYS IN THE SERVICE PROVIDER'S PERFORMANCE 71
15. LIQUIDATED DAMAGES 72
16. TERMINATION FOR DEFAULT 72
17. FORCE MAJEURE 74
18. TERMINATION FOR INSOLVENCY 74
19. TERMINATION FOR CONVENIENCE 74
20. RESOLUTION OF DISPUTES 75
21. GOVERNING LANGUAGE 75
22. APPLICABLE LAW 75
23. NOTICES 75
24. TAXES AND DUTIES 75

SECTION-VI. SPECIAL CONDITIONS OF CONTRACT 77

SPECIAL CONDITIONS OF CONTRACT 77
1. Definitions (GCC Clause 1) 77
2. Performance Guarantee (GCC Clause 6) 77
3. Payment (GCC Clause 8) 77
4. Prices (GCC Clause 9) 77
5. Liquidated Damages (GCC Clause 15) 77
6. Resolution of Disputes (GCC Clause 20) 78
7. Governing Language (GCC Clause 21) 78
8. Applicable Law (GCC Clause 22) 78
9. Notices (GCC Clause 23) 78

SECTION-VII. SCHEDULE OF REQUIREMENTS/WORK PLAN/ DEPUTATION PLAN 79

SECTION-VIII: FORMS 80

8.1. BID FORM 80
8.2 . BIDDER'S JV MEMBERS INFORMATION FORM 83

8.3. BIDDER PROFILE FORM 84
8.4. GENERAL INFORMATION FORM 86
8.5. AFFIDAVIT 87
8.6. PERFORMANCE GUARANTEE FORM 88
A) SCHEDULE OF REQUIREMENTS / TRAINING PLAN 89
TO BE FILLED OUT BY THE SERVICE PROVIDER/BIDDER AND SUBMISSION OF SCHEDULE OF REQUIREMENTS / TRAINING PLAN IS REQUIRED WITH TECHNICAL BID 89
8.8. CONTRACT FORM 91
8.9. FINANCIAL BID FORM/PRICE SCHEDULE 92
8.10. BID SECURITY FORM 95
SECTION IX- CHECK LIST 96
SECTION X- CV FORMAT 98
SECTION XI- INTEGRITY PACT 99

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 training ensuring an economically bright and sustainable future for poor and vulnerable youth of Punjab.

Sealed bids/proposals are invited from established Industry Training Partners (ITPs) for **"Hiring of Industry Training Partners for Advance Technology Program (Round III)"** (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 **Punjab e-Procurement System**.

PUNJAB SKILLS DEVELOPMENT FUND

(A not-for-profit company set up by the Government of the Punjab)

INVITATION TO BID

HIRING OF INDUSTRY TRAINING PARTNERS FOR ADVANCE TECHNOLOGY PROGRAM (ROUND III)

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

PSDF invites bids under **single stage two envelopes** bidding procedure from well-reputed, experienced and tax-registered bidders against the above-mentioned training services. The interested bidder can obtain the bidding document containing all details with its evaluation criteria and terms & conditions from **Punjab e-Procurement System** (https://ep.punjab.gov.pk/admin/auth/login), **PPRA** website (www.ppra.punjab.gov.pk) & **PSDF** website (www.psdf.org.pk).

Sr. No.	Description	Procurement No.	Tenure of Contract	Bid Submission Deadline	Technical Bid Opening	Estimated Cost (PKR)
1	**Hiring of Industry Training Partners for Advance Technology Program (Round III)**	**143/PSDF/ADT**	**One (1) Year** *(Extendable for Further Terms)*	**November 30, 2026** by or before 03:00 PM	**November 30, 2026** at 03:30 PM	**Rs. 319.8 Million** *(Rupees Three Hundred Nineteen Million and Eight Hundred Thousand Only)*

FOR FURTHER DETAILS, BIDDING DOCUMENTS & TERMS OF REFERENCE

PSDF website: www.psdf.org.pk | PPRA website: www.ppra.punjab.gov.pk

IMPORTANT INFORMATION

- Bids submitted only through Punjab e-Procurement System shall be accepted; 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, the next day will be treated as the 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 Rules 2014** through national competitive bidding procedure.
- **Pre-Bid Meeting** will be held on **November 20, 2026 at 11:00 AM** via MS Teams: https://teams.microsoft.com/meet/499059409000734?p=38BhAgzvROz6koxV2k | **Meeting ID:** 499 059 409 000 734 | **Passcode:** e6bR9HN9

- The URL of the PPRA is (**http://eproc.punjab.gov.pk/ViewTender.aspx**) and response time shall be calculated exclusively from the date of publication of the advertisement on the website of the PPRA.

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 latter 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 forms 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 agenc*y*]* 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

i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have

Conditions; Technical Evaluation

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 a 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 envelope 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 Services

Punjab Skills Development Fund (PSDF) is a not-for-profit organization and the largest skills development fund in Pakistan, established by the Government of Punjab. PSDF intends to obtain the services of Industry Training Partners (ITPs) — IT firms and software houses — for delivery of this program. Industry Training Partners may apply independently; where an applicant bids as a consortium, a single lead partner must be nominated, and all reporting to PSDF — including BSS data entry, monitoring, milestone claims, and placement reporting — is carried out solely by the lead partner, who remains the single point of accountability to PSDF for the consortium.

Approved Trades:

7 advanced technology tracks are open for bidding under this program, subject to 6-monthly review by PSDF:

- Artificial Intelligence
- Cross Platform Development & Emerging Technologies
- AI Led Digital Marketing
- DevOps
- Data Analytics
- Full Stack Development
- Cyber Security

Responsibilities of ITPs:

Mobilization, Screening & Enrolment

- Submit a written Trainee Mobilization Plan for PSDF approval before outreach begins, covering target geography, outreach channels (social media, walk-in drives at universities/colleges, PSDF-coordinated activity), female outreach strategy toward the up-to-40%, application process, and a Pre-Batch Report submitted 14 days before batch start.
- Generate a candidate pool of at least 1.5× the batch size.
- Administer the PSDF-prepared trade-specific entry test online at own campus (e.g., via Flexi Quiz) at own cost; submit results directly to PSDF. Test composition: 40% aptitude, 20% English, 40% trade-specific. **Minimum 50% total is a non-waivable eligibility floor.**
- Conduct structured interviews of test-passed applicants using the PSDF-prescribed rubric. Final merit = 50% test + 50% interview.

- Enroll 25 allocated + up to 5 buffer (20%) trainees per batch, filled in descending merit order; non-joiners replaced from the merit list. **Maximum class size 30; no class enrolled beyond 30.** All buffer trainees enrolled in BSS from day one and trained as full students.
- Interview records submitted via BSS and retained for audit.
- **Batch commencement threshold:** minimum 25 enrolled to start; below 20 → batch does not commence and is rescheduled/re-mobilized; between 20 and 25 → single one-week extension; if 25 still not reached → batch cancelled.
- **No mixed batches** — mixing PSDF trainees with any other program's trainees results in immediate class cancellation and possible blacklisting.

Curriculum & Training Delivery

- Deliver the PSDF-provided curriculum: 180 instructor-led contact hours over 3 months per batch, structured as 144 hours technical (certification-aligned, bi-weekly assessments, two mini projects), 12 hours capstone (with at-home work), 12 hours soft skills (communication, problem solving, digital financial literacy, business development, mock interviews), and 12 hours freelancing readiness (platform profiles, bidding, proposals, portfolio, personal branding).
- Delivery shall be conducted **exclusively through In-Person mode**, with **100% onsite delivery** at PSDF-compliant and approved premises. Fully online and hybrid delivery modes shall not be permitted. The delivery mode declared at the time of bidding shall remain binding and shall not be changed without prior written approval from PSDF.

Certification

- Select target certification per awarded trade from the PSDF-approved list at time of bidding; **only certifications requiring ≥120 instructional hours are offered.** PSDF approval required before class inception.
- Alternative international certification may be proposed at bidding, subject to: (i) 120–144 instructional hours aligned to the 144-hour technical block; (ii) documented job-placement outcome linkage from a recognized source; (iii) complete 144-hour curriculum built backward from the exam; (iv) full disclosure of exam fee with certifying-body quotation. PSDF reviews and approves at sole discretion.
- Orient trainees at batch commencement to the target certification — name, syllabus, exam format, timeline, mock exam window, retake provisions.
- Route 100% of completers to the **PITB Global IT Certification Program**; all examinations administered exclusively via PITB. Exam window: 3–4 weeks after training completion. Facilitate reimbursement claims for additional international certifications (AWS, Microsoft, Google, IBM, or equivalent) through PITB's mechanism. **Reimbursement is paid directly by PITB into the trainee's own account** upon clearing certification; ITP informs trainees of applicable PITB terms before enrolment.

- The ITP may also pay the applicable certification fee from its own institutional account. Upon successfully clearing the certification examination, **PITB shall release the corresponding certification reimbursement to PSDF, and PSDF shall reimburse the ITP accordingly**, subject to applicable PITB and PSDF verification and reimbursement procedures. ITP shall inform trainees of the applicable certification terms and conditions prior to enrolment.
- **Certification retake:** on first-attempt failure, second attempt within 2 weeks of the first-attempt result; **trainee bears the cost of the second attempt.**

Infrastructure & Technology (uniform minimum, every venue)

- **Training lab** dedicated for PSDF use — minimum 450 sq ft for a full enrolled batch of 30, scaled proportionally; appropriate seating, desks, whiteboard, lighting; **minimum 55-inch LED display or projector screen mandatory in every lab.**
- **Climate & safety** — functional air conditioning throughout training hours; at least one accessible fire extinguisher per class, per applicable safety regulations.
- **Facilities** — separate male/female toilets (min. one each per 50 students); dedicated staff room, principal room, administration, cafeteria/break area on same premises.
- **Disability access** (preferred) — step-free/ramped access to lab and washrooms; accessible workstation where required; reasonable accommodation for trainees with disabilities.
- **Accessibility** — near a main public transport stop; parking for cars and motorcycles on/adjacent to premises.
- **Tenure** — valid rental/lease agreement covering full contract duration before first batch commences.
- **Branding** — mandatory PSDF branding, signage, and institutional presence at every training site, maintained throughout the contract.
- **Workstations** — Intel Core i5 8th gen or above, 8 to 16 GB RAM, 256 GB SSD, 21" Full HD monitor, keyboard/mouse/webcam, licensed Windows 10/11 Pro (or higher where curriculum requires). **One dedicated compliant workstation per trainee (1:1); no sharing.** Workstation count matches full enrolled batch including buffer. Signed workstation-inventory declaration before each batch.
- **Connectivity & power** — dedicated internet not less than 20-50 Mbps; functional printer available to the lab; uninterrupted power (UPS + backup generator) throughout the contract.
- **Software, tools & cloud** — valid licenses for OS, productivity, and trade-specific tools (licensed IDEs, cloud sandbox accounts, cybersecurity lab subscriptions). For trades requiring cloud compute (AI, Data Science, Cloud Computing, DevOps, Blockchain), provision adequate cloud accounts and paid compute/credits (AWS/Azure/GCP or

equivalent), including GPU compute, cybersecurity sandbox, and API access — sized for full enrolled batch for full course duration. All tools, licenses, and cloud provisioning arranged and paid by ITP at own cost. Original receipts maintained and produced on demand. **Use of pirated/cracked/unlicensed software is a material breach of contract.**

- **CCTV** — cameras covering all trainee seating and instructor areas; footage retained ≥90 days; PSDF and Third-Party Monitor (TPM) provided uninterrupted live access from before the first batch through end of contract.
- **Biometric attendance** — devices integrated with PSDF BSS Portal for real-time sync. **Manual uploads not permitted; unexplained data gaps are treated as absence.**
- **Two-stage venue inspection** — **Stage 1** during evaluation by independent third-party bid-evaluation firm (no award without a passed Stage 1 report); **Stage 2** right after classes start, verifying infrastructure, workstations, biometrics, CCTV, and staffing remain in place as cleared.
- **Change of training location** — requires prior PSDF inspection and written approval before shifting any classes.

Human Resources (minimum per-batch staffing; no class staffed by a single individual)

- **1 Lead Trainer per Class** — curriculum delivery and academic progress.
- **1 Teaching Assistant per batch** — CS graduate with ~1 year industry experience; supports trainer (lab, projects, practice) and administration (batch admin, BSS data entry, attendance, PSDF reporting).
- **1 Lab Instructor per batch** — hands-on lab support, workstation assistance, practical facilitation.
- **1 Technical Mentor per 15 trainees** (2 mentor profiles per trade at full batch of 30) — dedicated one-hour 1:1 session with every assigned trainee once every two weeks. Must be external to the batch's Lead Trainer, TA, and Lab Instructor. Engaged in a limited, paid mentoring capacity only. Minimum 3 years relevant hands-on industry experience.
- **1 Project Manager per contract** — overall delivery, scheduling, PSDF/BSS reporting, Implementation Plan compliance, single PSDF point of contact.
- **1 Placement Manager per contract** — execution of Employment Plan: MoUs/LoIs, job fairs, freelancing activation, placement reporting.
- **Trainer qualifications** — bachelor's (16 years) minimum in CS, IT, Software Engineering, or directly relevant field from an HEC-recognized institution (master's preferred); **minimum 5 years professional experience overall, of which ≥2 years must be direct hands-on industry experience in the relevant trade** (teaching experience alone does not satisfy this). Current industry certification preferred, not mandatory. Active industry exposure required (currently employed in the sector, or a relevant project completed within past 2 years).

- **PSDF clearance is a precondition of engagement** — no proposed trainer may be deployed until PSDF has interviewed and formally selected them. Full profile (degree, certification, CV, experience letter) submitted via BSS before first session. PSDF may reject non-compliant trainers/mentors; replacement required within 5 working days.
- **Trainer change mid-batch** — classes stopped until the replacement is approved through the defined trainer-approval process (BSS profile submission, PSDF interview, and clearance). No class may continue under an unapproved trainer. Days lost are the ITP's responsibility.
- **Compensation Plan for training interruption** — where any interruption occurs (including a stoppage pending trainer approval), ITP submits a compensation plan showing how the 180 hours will be completed in full. PSDF review and approval required before implementation. **A compensation plan will be awarded only once.**

Retention & Attendance

- Maintain minimum 70% attendance per trainee, captured through biometric devices synchronized live to BSS.
- **Monthly retention floor (trainees maintaining >70% attendance):** Month 1 ≥20, Month 2 ≥15, Month 3 ≥12. If the applicable monthly floor is not met, the class is cancelled.

Post-Training Placement

- Operate a Job Placement Desk for employer linkages, job fairs, and freelancing platform onboarding (Upwork, Fiverr, and equivalent). Provide startup mentoring for entrepreneurial graduates.
- Placement scope is **cross-sector** — the income target requires total 70% of graduates (40% formal employment (Jobs) and/or 30% in freelancing, entrepreneurship, and enterprise), spanning all sectors of the economy (textile, agriculture, retail, healthcare, logistics, finance, IT, and others). Not confined to IT hiring.
- Submit a written **Employment Plan** to PSDF within 30 days of contract signing, covering: **confirmed employer partners (MoU or LoI) across different sectors**, placement slots per batch, **planned job fairs with dates**, freelancing activation strategy, and a designated Placement Officer. Updated and resubmitted every 6 months. Linkage activity (CVs shared, interviews, offers) reported in every monthly progress report.
- **Post-training placement support window: maximum 3 months** following each batch's training completion. Firm ceiling — no extension beyond it.
- Conduct follow-ups at 3 months post-graduation and submit verified income documentation (appointment letters, EOBI, bank statements, freelancing invoices). The income KPI — 40% formal employment and 30% freelancing/entrepreneurship — is

independently confirmed at 3 months by a PSDF-appointed third-party tracer; ITP documentation supports but does not replace verification.

Monitoring, Reporting & Compliance

- Provide **unrestricted access** to PSDF and TPM for field visits, LMS audits, biometric verification, and impact assessments — any time, without prior notice.
- Submit **monthly progress reports** on attendance, module completion, assessment results, and trainee status using PSDF-prescribed templates.
- Participate in monthly trainee satisfaction reviews, quarterly PSC meetings, and 6-monthly trade review sessions convened by PSDF.
- **Internal assessments** — bi-weekly assessments worth 20%, two mini projects worth 20%, one capstone 40%, and interview prep. Soft skills delivered but not separately marked. Marked internally using common PSDF-prescribed rubrics. Final program score ranks graduates to prioritize the strongest for employment. PSDF and TPM may audit and moderate internal records at any time. A separate file for each trainee to be maintained and will be verified by TPM/PSDF Monitoring team.
- **Assessment appeal & grievance mechanism** — trainees may appeal internal assessment results, certification outcomes, or 70%-attendance shortfalls caused by documented emergencies. Written appeals to ITP; unresolved cases escalated to PSDF. PSDF and TPM may direct re-marking or reasonable accommodation. ITP maintains documented process and record of all appeals.
- **Records retention** — all training records, attendance registers, trainer profiles, and financial documentation retained throughout the contract and for **≥3 years thereafter**.
- Maintain a separate bank account and financial records for the PSDF assignment.
- Assist any PSDF partner in tracer studies, baselines, or evaluations, and in curriculum validation, if required.
- Follow all SOPs implemented by the Government and PSDF for trainee safety and well-being.

Responsibilities of PSDF:

- Provide training funds per contract, released against verified milestone achievement.
- Provide PSDF-approved curriculum, session-by-session lesson plans for all 60 classes, defined CLOs and PLOs, and the approved certification list per trade.
- Prepare the trade-specific entry test (administered by ITP).
- Interview and formally select every proposed trainer before deployment.
- Appoint the **Third-Party Monitoring (TPM)** for unannounced field visits, and biometric verification.

- **Employment Verification** for independent 3-, 6-, and 12-month income verification; the 3-month confirmation triggers Milestone 3 payment.
- Route certifications and reimbursements through **PITB's Global IT Certification Program**.
- Handle escalated assessment appeals and grievances; may direct re-marking or reasonable accommodation.
- Reserve the right to adjust lot allocations, tentative targets, and any program aspect at sole discretion.

Deliverables:

1. Mobilization, screening (test + interview), enrolment, and BSS onboarding.
2. Skills training — 180 instructor-led hours per batch on the PSDF-approved curriculum with min 70% attendance of enrolled trainees
3. Certification — 100% completing trainees internationally certified through the PITB Global IT Certification Program.
4. Placement — verified income for 70% certified graduates within 3 months of graduation can be any of the following:
    - **40% in formal employment (jobs)**
    - **30% in freelancing**, entrepreneurship, and enterprise — across all sectors

Eligibility of Trainees

- **Age:** Minimum 16 years of age at enrolment.
- **Education:** 14-16 years of education holding a relevant degree, in accordance with the curriculum requirements, in Information Technology, Computer Science, Software Engineering, Artificial Intelligence, Management Information Systems (MIS), Cloud Computing, Cybersecurity, Data Science, or an Engineering discipline.
- **Residency:** valid Punjab address (permanent or temporary) on CNIC/Smart Card.
- **Nationality:** Pakistani, with valid CNIC/Smart Card.
- **Gender:** open to all; up to 40% female participation targeted (program-wide average).
- **Entry Test:** ITP-administered, PSDF-prepared; **minimum 50% total score is the eligibility floor and cannot be waived.**
- **Interview:** structured, by the batch instructor using the PSDF-prescribed rubric; merit = 50% test + 50% interview.
- **Attendance (post-enrolment):** minimum 70%, captured through biometrics synchronized live to BSS.

Note:

- Only bids securing a minimum 65% marks overall will be declared technically qualified; financial bids of technically qualified bidders will be opened accordingly.

- PSDF reserves the right to physically verify information related to training facilities and any document shared, through its appointed third-party evaluation firm.
- ITPs must verify all eligibility requirements before registering any trainee in BSS. Enrolment of ineligible trainees results in de-registration and recovery of associated payments.

Payment Plan:

Output-based funding. Payments released only on verified achievement of outcome milestones and full compliance with PSDF Business Rules and PPRA Rules.

- **Milestone 1 — Training Payments (30%):** A **10% payment shall be released at the end of each training month**, subject to verification of at least **70% trainee attendance for that month through biometric attendance records** synchronized with the BSS Portal. Accordingly, **30% of the total contract value shall be disbursed over the three-month training period**, with 10% released upon successful verification of the applicable monthly attendance threshold.
- **Milestone 2 — Certification (30%):** Triggered by successful certification of 100% of completers (25 per funded batch) through PITB. **Paid pro-rata** where a batch certifies fewer than 25 graduates: (certified graduates ÷ 25) × M2 value; certifications beyond 25 count toward the cohort total but do not increase M2.
- **Milestone 3 — Income Generation (40%):** Triggered by verified income generation for 70% of all certified graduates — 40% in formal employment (jobs) and 30% in freelancing, entrepreneurship, and enterprise — within 3 months of graduation, confirmed by the verification. Failure to meet the 40% formal-employment / 30% freelancing-entrepreneurship split triggers pro-rata payment and clawback of Milestone 1 and Milestone 2 costs for unplaced trainees.
- **Venue costs** under infrastructure enablement are borne entirely by the ITP under its own venue contract; no venue liability rests with PSDF.

General Conditions applicable to all payments:

- No payment released without PSDF verification.
- Payments subject to compliance with all TORs and business rules.
- PSDF reserves the right to adjust, withhold, or claw back payments in case of non-compliance, misreporting, or verification failure.
- Where any overpayment has been made, the ITP shall reimburse the said amount within 15 days of PSDF's demand. If the ITP fails to reimburse within this period, PSDF may deduct the amount at its sole discretion from any future payment, and reserves the right under law to seek recovery.

- PSDF reserves the right to adjust (increase or decrease) tentative trainee targets against any lot/trade.

Other Requirements

- **Anti-Money Laundering / Combating Financing of Terrorism (AML/CFT):** For assessment against PSDF's AML/CFT policy, a separate document will be shared with the bidder. Any bidder failing to provide the requisite information or found non-compliant will not be offered a contract.
- **Prevention of Sexual Exploitation and Abuse (PSEA):** Bidder shall maintain documented, effective systems for preventing and responding to acts of sexual exploitation and abuse. Evidence of policy and active implementation is required with bid submission.
- **Digital Verification:** PSDF will deploy biometric checks, and other digital monitoring at any stage without prior notice. All monitoring integrations (biometric devices, CCTV live access) must remain fully operational throughout the contract. PSDF reserves the right to increase or decrease the number of devices; PSDF's decision is final.
- , sign-out, and tracking of complete training attendance/recording is mandatory, with system-generated attendance reports shared with PSDF
- **Blacklisting triggers:** ITPs running mixed classes, providing false information, manipulating screening or attendance records, deploying unapproved trainers, or consistently failing KPIs are subject to immediate contract termination and potential blacklisting.

3.2. - Trade-Wise/ Lot-Wise Data

Trade / Lot No.	Trade / Lot Name	District	Estimated Cost Per Trainee Per Month (PKR) incl. taxes	Mode of Training	Proposed Trainee Target	Trade Duration / Month	Credit Hours / Month	Trainee Entry Qualification	Trainer Qualification	Examination Body	Curricula Source	Employment Commitment (Formal)	Employment Commitment (Self)	Total Employment Commitment	Estimated Budget (PKR) incl. taxes	Bid Security (PKR) 0.02%
1	Artificial Intelligence	Lahore	53,300	On-site	250	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	39,975,000	7,995
2	Artificial Intelligence	Faisalabad	53,300	On-site	125	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	19,987,500	3,998
3	Artificial Intelligence	Gujranwala	53,300	On-site	125	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	19,987,500	3,998
4	Artificial Intelligence	Rawalpindi	53,300	On-site	100	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	15,990,000	3,198
5	Cross Platform Development & Emerging Technologies	Lahore	53,300	On-site	75	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	11,992,500	2,399
6	Cross Platform Development & Emerging Technologies	Faisalabad	53,300	On-site	50	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	7,995,000	1,599

7	Cross Platform Development & Emerging Technologies	Gujranwala	53,300	On-site	50	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	7,995,000	1,599
8	Cross Platform Development & Emerging Technologies	Rawalpindi	53,300	On-site	25	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	3,997,500	800
9	AI Led Digital Marketing	Lahore	53,300	On-site	125	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	19,987,500	3,998
10	AI Led Digital Marketing	Faisalabad	53,300	On-site	75	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	11,992,500	2,399
11	AI Led Digital Marketing	Gujranwala	53,300	On-site	75	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	11,992,500	2,399
12	AI Led Digital Marketing	Rawalpindi	53,300	On-site	25	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	3,997,500	800
13	DevOps	Lahore	53,300	On-site	75	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	11,992,500	2,399

14	DevOps	Faisalabad	53,300	On-site	50	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	7,995,000	1,599
15	DevOps	Gujranwala	53,300	On-site	50	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	7,995,000	1,599
16	DevOps	Rawalpindi	53,300	On-site	25	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	3,997,500	800
17	Data Analytics	Lahore	53,300	On-site	125	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	19,987,500	3,998
18	Data Analytics	Faisalabad	53,300	On-site	75	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	11,992,500	2,399
19	Data Analytics	Gujranwala	53,300	On-site	75	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	11,992,500	2,399
20	Data Analytics	Rawalpindi	53,300	On-site	25	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	3,997,500	800

21	Full Stack Development (MEAN/MERN)	Lahore	53,300	On-site	75	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	11,992,500	2,399
22	Full Stack Development (MEAN/MERN)	Faisalabad	53,300	On-site	50	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	7,995,000	1,599
23	Full Stack Development (MEAN/MERN)	Gujranwala	53,300	On-site	50	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	7,995,000	1,599
24	Full Stack Development (MEAN/MERN)	Rawalpindi	53,300	On-site	25	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	3,997,500	800
25	Cyber Security	Lahore	53,300	On-site	75	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	11,992,500	2,399
26	Cyber Security	Faisalabad	53,300	On-site	50	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	7,995,000	1,599
27	Cyber Security	Gujranwala	53,300	On-site	50	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	7,995,000	1,599

28	Cyber Security	Rawalpindi	53,300	On-site	25	3	60	Punjab resident, Pakistani CNIC holder, 16+ years age, with 14–16 years of relevant education as per the curriculum	5 years industry experience	PITB Global IT Certifications Program	Advance Tech Curriculums	40% of enrolled trainees	30% of enrolled trainees	70% of enrolled trainees	3,997,500	800
Total					**2,000**										319,800,000	

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**	Name of Procuring Agency: Punjab Skills Development Fund. The subject of procurement is: **"Hiring of Industry Training Partners for Advance Technology Program"** as per section – III. Technical Specifications. Contract Period for **Hiring of Industry Training Partners for Advance Technology Program**: One (1) Year (Extendable for Further Terms). Commencement date for **Hiring of Industry Training Partners for Advance Technology Program**: as per the effective date of contract.
2.	**2.1.2**	Financial year for the operations of the Procuring Agency: Financial Year 2026-27 Name of Project/ Grant (Development or Non-Development): *PSDF (Annual Development Plan)* Name of financing institution: Planning & Development Board through Annual Development Plan (ADP) Name and identification number of the Contract: **Invitation of Bid for, "Hiring of Industry Training Partners for Advance Technology Program (Round III)" Procurement # 143/PSDF/ADT**
3.	**2.1.3 (iv)**	**Joint ventures, consortiums or association** are **not** allowed to participate in this tender.
4.	**2.1.4**	Ineligible country(s) is or are: **India & Israel**
B. Bidding Documents		

6.	**2.2.2**	The **address for clarification of Bidding Documents**: may be requested by **November 24, 2026**, before **5:00 PM** through **Punjab e-Procurement System** and no response shall be given, if not requested through the **Punjab e-Procurement System.**
7.	**2.2.2**	Pre-Bid Meeting will be held on dated November **20, 2026 , on 11:00 AM**. Those bidders who are interested to participate through an online link may join using following **Link:** https://teams.microsoft.com/meet/499059409000734?p=38BhAgzvROz6koxV2k o **Meeting ID:** 499 059 409 000 734 o **Passcode:** e6bR9HN9 The PSDF's Procurement Team will address and guide the bidders regarding the submission of bid on **Punjab e-Procurement System.**
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 **Punjab e-Procurement System** before closing date.
	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 (1) year (extendable for further terms)** during which the prices shall be fixed. Contract shall be extendable on the basis of satisfactory achievement of delivery targets and/or upon completion of the maximum contract duration, subject to performance evaluation and PSDF approval.
12.	**Evaluation Cost**	PSDF will charge evaluation costs from Industry Training Partners for Advance Technology Program, as the evaluation of bids is outsourced. Industry Training Partners (ITPs) are required to provide **Bank Drafts** in the name of "**Punjab Skills Development Fund**.'' • The **first bank draft** amounting to **Rs. 13,678** (***Rupees Thirteen Thousand Six Hundred and Seventy-Eight***) shall be submitted

<table>
<tr><td></td><td></td><td colspan="4">for evaluation of eligibility by every ITP who is applying for the project.
• The Second bank draft amounting to Rs. 20,726 (Rupees Twenty Thousand Seven Hundred and Twenty-Six) shall be submitted separately for each applying trade/lot for evaluation of technical bid.
• In case more than one (1) location is specified for a particular applying trade in the bidder's Technical Bid, the bidder shall submit Rs. 9,360 (Rupees Nine Thousand Three Hundred and Sixty only) for the field visit for each additional location specified.
• Bid shall not be evaluated if above mentioned Bank Drafts in Favor of "Punjab Skills Development Fund" for the aforementioned amount are not submitted directly to PSDF.
The Bank Drafts must be submitted in hard copy along with an Affidavit to PSDF before the submission deadline.</td></tr>
<tr><td colspan="2">D.</td><td colspan="4">Preparation and Submission of Bids</td></tr>
<tr><td rowspan="4">13</td><td rowspan="4">13.1</td><td colspan="4">Eligibility Criteria</td></tr>
<tr><td>Sr. No.</td><td>Eligibility Criteria Details</td><td>Response/ Elaboration/ Proof Required</td><td colspan="2">Attached Supporting Documents /Proof and mark (Yes/No)</td></tr>
<tr><td></td><td></td><td></td><td>YES.</td><td>NO.</td></tr>
<tr><td>1.</td><td>Evidence of the bidding ITP registration / incorporation document is required.</td><td>In case the legal status of ITP is Company, please attach certificate of incorporation issued by Security Exchange Commission of Pakistan (SECP).

OR

In case the legal status of ITP is Firm, please attach certificate of</td><td></td><td></td></tr>
</table>

				registration/Partnership Deed/ Form C/ Form D issued by **Registrar of Firms.**		
		2.	ITP must be an Active Taxpayer as per "Active Taxpayer List" of FBR on the day of submission.	Please attach proof to ascertain that ITP is on active taxpayer list of FBR.		
		3.	ITP must be active Taxpayer as per "Active Taxpayer List" of General Sales Tax (GST)/ Provincial Sales Tax (PST) where applicable.	Please attach proof to ascertain that ITP is on active taxpayer list of General Sales Tax (GST)/ Provincial Sales Tax (PST) where applicable		
		4.	ITP must submit an affidavit on stamp paper (duly attested by oath commissioner/notary public) as per the **form 8.5** of the tender document, declaring that ITP is not blacklisted or de-barred by the procuring agency.	Please attach copy of affidavit attested by **oath commissioner / notary public** (as per **form 8.5** of the tender document) on stamp paper of **not less than Rs 300**, declaring that the ITP is not blacklisted by the procuring agency, 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.	ITP must be a registered IT / software firm/company with Pakistan Software	Please attach copy of **current and valid** registration certificate of PSEB.		

			Export Board (PSEB). Registration must be **current and valid** on the bid submission date. **Note:** In-process, pending, under-renewal or lapsed/expired memberships are accepted.			
		6.	ITP must attach valid P@SHA membership (industry-association standing). Membership must be **current and valid** on the bid submission date. **Note:** In-process, pending, under-renewal or lapsed/expired memberships are accepted.	Please attach copy of **current and valid** registration certificate of P@SHA.		
		7.	ITP must have minimum export proceeding receipts of **PKR 210 Million** (Equivalent to USD 0.75 Million).	Attach document of Annual export value: FBR receipts/Tax Returns/export-proceeds receipts on bank letterhead from the bank/PSEB/Trade Development Authority Pakistan (TDAP) for 2025-26 / 2024-25. **Note:** Annual turnover / sales / revenue will **not** be considered for this		

				requirement.		
		8.	Minimum head count of **70** employees on the payroll of the ITP as at the bid submission date. Firms below this threshold shall be declared ineligible.	Declaration on official letterhead supported by list of employees and their EOBI/social-security records/salary slips together with bank statements evidencing salary transfer, for a recent month. **OR** A **declaration** on the organization's official letterhead, accompanied by a **list of employees** indicating the respective salary paid to each employee. The declaration must be supported by a **confirmation letter** issued by the bank on its official letterhead, verifying the total amount of salaries transferred to employees during a recent month **Note:** Provided evidence may be Verified by PSDF or its appointed third-party firm.		

		If the bidder fails to provide information as per the above-mentioned or does not fulfil the requirement of, "Eligibility Criteria" shall be disqualified and declared ineligible from the bidding process and its technical evaluation shall not be carried out.
14.	**2.1.1**	**Bid shall be submitted to:** Complete bid containing the Technical (Eligibility & Technical Envelopes) and Financial (Commercial Envelope), with all required information, documentary evidence, and annexures must be submitted on the Punjab e-Procurement System before closing date.
15.	**2.4.2**	The deadline for Bid submission is: **November 30, 2026, at 03:00 PM**
16.	**2.5.1**	Technical proposals shall be publicly opened on the same day i.e., **November 30, 2026, 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 N/A**
18.	**2.3.6**	**Estimated Contract Price is PKR 319.8 Million/-** **Bid Security:** Bid Security as specified in **Section-III. Technical Specifications - Sub Section 3.2 - Trade-Wise/ Lot-Wise Data** must be submitted/transferred **online** by generating **a PSID**, in accordance with the procedure established in the E-Procurement System of PPRA Punjab in collaboration with the Bank of Punjab (BOP).
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. PSDF may request the bidder to extend the validity of their bids. If the bidder agrees they shall confirm the availability of staff as before. Bidder may replace staff, which would be considered in the final evaluation for award of Contract. Bidder, who does not agree, has the right to refuse extension in the validity of their bids.
	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 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:** Total training target under this procurement is **2,000 Trainees**. The contract(s) shall be awarded based on the **Least Cost Selection Method**. **Overall Trainee Target:** The total trainee target under this procurement is **2,000 trainees**, to be distributed across the respective Lots/Trades as specified in the **Section-III. Technical Specifications - 3.1.2 - Trade-Wise/ Lot-Wise Data**. **Training Mode:** The training mode under this procurement is **Onsite** **Award Strategy:** The Rank 1 bidder, based on the least-cost evaluation, shall be considered for contract award against the trainee capacity determined for the respective Lot through field verification conducted by the Third-Party Evaluation Firm engaged by PSDF. Additionally, where the trainee capacity determined/verified by the Third-Party Evaluation Firm and/or PSDF for the Rank 1 bidder is less than the Lot-wise trainee target, the remaining trainee target may be offered to the subsequent ranked bidder(s) at the same price quoted by the Rank 1 bidder, until the Lot-wise target is achieved.

		The target can be adjusted (increase/decrease) as per the business requirement. **Adjustment of Lot-wise Targets:** In the event that any Lot remains unattended or its assigned trainee target is not fully achieved, PSDF reserves the right to increase or decrease the Lot-wise trainee targets among the awarded Industry Training Partners (ITPs), as required, to ensure achievement of the overall procurement target. **Bidding for Multiple Lots/Trades:** An ITP intending to bid for multiple Lots/Trades through the **Punjab E-Procurement Portal** shall submit a **separate bid for each Lot/Trade** in accordance with the procurement requirements. **Maximum Allocation to a Single ITP:** Notwithstanding the number of Lots/Trades for which an ITP submits bids or is awarded, the **cumulative trainee allocation to a single ITP shall not exceed 500 trainees**. **PSDF's Right to Adjust Targets:** PSDF reserves the right to **increase or decrease the tentative and Lot-wise trainee targets** at the time of contract award, based on prevailing business requirements, operational considerations, and overall program needs. The final allocation of trainees and award of contracts shall remain subject to PSDF's requirements, verification of bidder capacity, availability of trainees, and achievement of the overall procurement target. Budget Cost against each trade is mentioned in **Section-III. Technical Specifications - Sub Section 3.2 - Trade-Wise/ Lot-Wise Data.** 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 Financial Bid Form/Price Schedule and commercial envelope of the **e-Procurement** portal Punjab.

		The Financial Proposals of **only** technically qualified bidders will be opened publicly, in the presence of bidders or their representatives who may choose to attend.

Technical Evaluation Criteria				
Sr. No.	**Description**	**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.	**Financial Capability / Annual Turnover / Sales / Revenue**	**10**		**Audited financial statements and reports** for **2024-25/2025-26** by an ICAP / ICMAP / SBP-registered auditing firm (where applicable as per law), **OR** **Tax Returns** for **2024-25/2025-26**.
1.1.	Annual turnover / sales / revenue of the ITP is more than **PKR 250 Million** (Equivalent to USD **0.90** Million)		10	
1.2.	Annual turnover / sales / revenue of the ITP is more than **PKR 210 Million** (Equivalent to approximately USD 0.75 Million) but less than or equal to **PKR 250 Million (Equivalent to USD 0.90 Million)**		5	
2.	**Experience**	**25**		
2.1.	**Past Experience (Technology Trades)**	**10**		**For Sub Section - 2.1:** Contracts / Purchase Orders / Service Order / Client Satisfactory letters / Project Completion Report evidencing the training or delivering development services/product service delivery in the applied trades (trades as provided in **Section-III - Technical Specifications, Sub Section 3.2 - Trade-Wise/ Lot-Wise Data of the Bidding Document**), Overall experience will be counted.
2.1.1.	Demonstrated experience of more than three (3) years in providing training or delivering development services/product service delivery in the applied trades (trades as provided in **Section-III - Technical Specifications, Sub Section 3.2 - Trade-Wise/ Lot-Wise Data of the Bidding Document**)		10	
2.1.2.	Demonstrated experience of more than one (1) year but less than or equal to three (3) years in providing training or delivering development services/product service delivery in the applied trades (trades as provided in **Section-III - Technical Specifications, Sub Section 3.2 - Trade-Wise/ Lot-Wise Data of the Bidding Document**)		5	

2.2.	**Individuals trained and placed in any of the trades defined in Section-III - Technical Specifications, Sub Section 3.2 - Trade-Wise/ Lot-Wise Data of the Bidding Document**)	**10**		**For Sub Section - 2.2:** Placement/employment confirmation letters / verifiable placement records (Offer Letter/EOBI/pay slips) showing trainee name, employer, and joining date.
2.2.1.	Equal to or more than 100 individuals trained (placement data required for 20% of those trained)		10	
2.2.2.	Equal to or more than 70 but less than 100 trained (placement data required for 20% of those trained)		5	
2.3.	**Past training experience of Working with PSDF under same/similar program**	**5**		**For Sub Section - 2.3:** In case of the ITP that previously worked with PSDF in the same/similar program, past experience marks may be calculated based on performance history with PSDF and the award of contractual numbers will be based on its past performance and actual capacity to train (a third-party visit for capacity evaluation will be conducted).
3	**Trainer**	**30**		CV in the prescribed format, plus attested copies of the degree and experience letter(s) confirming the role and trade. PSDF reserves the right to request an attested copy of the degree from the relevant attestation authority at any stage.
3.1.	**Trainer Education**	**5**		Attested copy of the highest degree.
3.1.1	**Master's Degree Holder in Computer Science/Information Technology/ Software Engineering/ a directly relevant computing discipline**		3	Master's degree holder **in Computer Science, Information Technology, Software Engineering or a directly relevant computing discipline with Foreign Degree Holder (MOFA Attested) get maximum – 5 marks, otherwise** Master's degree holder with local university will get the marks accordingly as in **3.1.1 – ii or iii**
i.	Foreign Degree Holder (MOFA Attested)		2	
ii.	Local Degree from top Ten (10) **HEC** recognized university		1.5	
iii.	Local Degree from below Ten (10) **HEC** recognized university		1	
3.1.2	**Bachelor's Degree Holder (16 years) in Computer Science/ Information Technology/**		1.5	**Bachelor's Degree Holder (16 years) in Computer Science/ Information**

	Software Engineering /as per curriculum requirement			**Technology/ Software Engineering /as per curriculum requirement with Foreign Degree Holder (MOFA Attested) get maximum - 2.5 marks, otherwise** Bachelor's Degree holder with local university will get the marks accordingly as in **3.1.2 – ii or iii**
i.	Foreign Degree Holder (MOFA Attested)		1	
ii.	Local Degree from top 10 HEC recognized university		0.75	
iii.	Local Degree from below 10 HEC recognized university		0.5	
3.2	**Trainer Experience**	**5**		Experience letter(s) confirming the role as trainer in the same/similar applied trade, with dates.
3.2.1	More than eight (8) years of industry experience including three (3) years of directly in applied trade - specific experience		5	
3.2.2	More than five (5) but less than or equal to eight (8) years of industry experience including two (2) years of directly in applied trade - specific experience		2.5	
3.3	**Trainer Interview** **Mandatory Section***	**20**	**Minimum 65% passing marks – 13 Marks**	PSDF will invite trainer for an in-person interview, the interview would be related to but not limited to following points: - 1. Technical Expertise Trade specific 2. Training Methodology & delivery 3. Assessment & Evaluation of Trainee 4. Engagement & Retention 5. Industry Relevance & Job Readiness 6. Certification Preparation & Trainee Certification Success **Note:** It is mandatory for a trainer to qualify for the interview otherwise ITP **will** be declared technically disqualified. Trainer must be present along with the CNIC during presentation day at PSDF office. Along with trainer, PSDF may invite the management of the ITP to present their overall strategy for the tender.

4	**Mobilization, Implementation Plan, Placement Plan**	**15**		One (1) PowerPoint slide per sub-criterion, presented in person. PSDF may invite the management of ITP for an in-person presentation to seek further clarity.
4.1	**Presentation to cover following points: -** 1. Mobilization Strategy **(4 Marks)** 2. Implementation Strategy **(5 Marks)** **3.** Employment Strategy **(6 Marks)**	15		
5.	**Infrastructure and capacity — tools & equipment, dedicated labs / classrooms** **Mandatory Section***	**20**	**Minimum 65% passing marks – 13 Marks**	During evaluation PSDF's third party evaluation firm will inspect the physical training location of ITP.
5.1	**Tools & equipment (as required by PSDF)**	**10**		
5.1.1	Fully meets the PSDF tool & equipment specification for the trade/curriculum (90%+)		**10**	
5.1.2	Partially meets the PSDF tool & equipment specification (80% to less than 90%)		**5**	
5.2	**Dedicated labs / classrooms**	**10**		
5.2.1	Dedicated labs and classrooms with sufficient capacity for the proposed intake		**10**	
5.2.2	Labs/classrooms present but with capacity below the proposed intake (partially sufficient)		**5**	
	Total		**100**	

Notes: -

- The minimum overall qualifying marks are **65%**. In addition, ITP must secure a minimum score of 65% in both Section 3.3 and Section 5. Failure to achieve the minimum 65% score in either of these sections shall result in the ITP being technically disqualified, irrespective of its overall score.
- PSDF reserves the right to postpone, change, or cancel the procurement for any unforeseen circumstances. PSDF reserves the right to inspect the facility, assess its location suitability, and award the contract accordingly.

- After the contract is awarded, if a request to change a trainer is received, the replacement will be evaluated against the same experience and education requirements as provided in the bid.
- If any lot receives no proposals, the numbers against that lot will be reallocated to the other available lots as per PSDF discretion.
- PSDF holds the right to verify all documents and obtain details where required.
- In case of the ITP that previously worked with PSDF in the same/similar program, past experience marks may be calculated based on performance history with PSDF and the award of contractual numbers will be based on its past performance and actual capacity to train (a third-party visit for capacity evaluation will be conducted).
- In the case of ITPs that have not participated in PSDF's same or similar trades, the evaluation criteria under Sub-Section 2.3 shall not be applicable. The marks allocated to Sub-Section 2.3 shall instead be distributed equally between Sub-Sections 2.1 and 2.2, with 50% of the marks allocated to each sub-section.
- Accordingly, such ITPs shall be evaluated only against Sub-Sections 2.1 and 2.2, based on the revised allocation of marks, and no marks shall be awarded under Sub-Section 2.3.

Annexure A — Minimum Workstation and Training Lab Specification

Applies to every venue in every city, whether ITP-owned or arranged. Verified physically by PSDF or its appointed third-party firm before infrastructure marks are released. A workstation below any line item is not counted towards the workstation total.

#	Item	Minimum specification
1	Processor	Intel Core i5, 6th generation or above (or AMD equivalent).
2	Memory	8 to 16 GB RAM.
3	Storage	256 GB.
4	Monitor	HD (1920 × 1080).
5	Peripherals	Compatibles
6	Operating system	Min Windows 10 Pro or Windows 11 Pro.
7	Workstation ratio	One workstation per enrolled trainee (1:1) — per batch, being 25 allocated plus the 20% buffer.
8	Display	LED display or projector screen in every training lab.
9	Internet	Dedicated connection of not less than 20-50 Mbps, evidenced by the service agreement or latest bill.
10	Power	UPS and backup generator covering all labs throughout training hours.
11	Printer/scanner	At least one functional printer/scanner or all in one accessible to the training lab.
12	CCTV	Cameras covering all trainee seating and instructor areas; footage retained a minimum of 90 days; complete uninterrupted live access for PSDF and its Third-Party Monitor; access credentials shared with PSDF before the first batch and active for the contract period.
13	Biometric attendance	Device(s) integrated with the PSDF BSS Portal for real-time synchronization. Manual uploads are not permitted; unexplained data gaps are treated as absence.
14	Software licenses	Applications for the operating system, productivity tools and all trade-specific software.

Evidence: floor plan showing lab area, asset list against each line item, and dated, geo-tagged photographs. Verified at the field visit.

Annexure B — Facility Compliance Checklist (Pass / Fail)

Verified at the same field visit as Annexure A. Every item is pass / fail and carries no marks. Any item failed must be remedied and re-inspected before award of the trade concerned.

#	Item	Requirement verified at the field visit
1	Climate control	Functional air conditioning operating throughout all training hours.
2	Fire safety	At least one accessible fire extinguisher per class, within its valid service date, compliant with applicable safety regulations.
3	Washrooms	Separate male and female washrooms, at least one of each per 50 enrolled trainees, proportional to the enrolled gender count.
4	Disability access (Optional)	Step-free or ramped access to the training lab and washrooms, and an accessible workstation available where required.
5	Staff and administration	A dedicated staff room, a principal or head-of-center room, and an administration area on the same premises.
6	Break area	A cafeteria or break area on the same premises.
7	Parking	Parking for a car/motorcycles, on or immediately adjacent to the premises.
8	Branding	PSDF branding and signage displayed prominently at the training site and maintained for the full contract duration.
9	Tenure	Facility available to the bidder for the full contract period, evidenced by ownership documents, a lease or tenancy agreement, or a documented arrangement with the owner.

Where the facility cannot be accessed on the scheduled date, PSDF will make one further attempt before the assessment is finalized.

G. Award of Contract

24.	**2.6.5**	Percentage for quantity increase or decrease is: [*Insert percentage, but not more/ less than 15%*].
25.	**2.6.2**	**Amount of Performance Guarantee is N/A.**
26.	**2.6.2**	The Performance Security (guarantee) is N/A.

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 contract 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, **N/A.**

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 as specified in the section 8.9 and as per business rules of PSDF.

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).

5. Liquidated Damages (GCC Clause 15)

GCC 15.1—Applicable rate:

Maximum deduction:

a) As per the business rules of PSDF.

6. Resolution of Disputes (GCC Clause 20)

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

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

7. Governing Language (GCC Clause 21)

GCC 21.1—The Governing Language shall be: English

8. Applicable Law (GCC Clause 22)

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

9. Notices (GCC Clause 23)

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

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

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

EXECUTION SCHEDULE
(COMMENCEMENT OF SERVICES)

SR #	Description of Deliverables	Delivery Schedule
1.	Hiring of Industry Training Partners for Advance Technology Program (Round III)	The successful Industry Training Partner must provide required services from the effective date of contract.

Section-VIII: Forms

8.1. Bid Form

[To be signed & stamped by the bidder 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. *143/PSDF/ADT,* 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 abide 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 letterhead, 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: *[insert Bidder's legal name]*
2. Bidder's JV Member's name: *[insert JV's Member legal name]*
3. Bidder's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Bidder's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Bidder's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ 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. ☐ 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 their 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:		
	CNIC of Head (Number and its Copy (**Front & Back**)) **(Mandatory)**		
8	Name and designation of 'Contact Person':		
	Phone/s:		
	Mobile:		
	Email:		
	Fax:		
	CNIC of Contact Person (Number and its Copy (**Front & Back**)) **(Mandatory)**		
9	Bank Account Details **(Mandatory)**		
	Bank Account Title		

	IBAN No	
	Name of Bank	
	Branch Code	

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 their letter head. To be attached with Technical Bid]

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

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

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

8.5. Affidavit

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

Name: _____
(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.
The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.
The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*. The undersigned further affirms on behalf of the firm that:

(i) The firm is not currently blacklisted by the Procuring Agency.
(ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
(iii) Affidavit for correctness of information.

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

Signed by an authorized Officer of the Bidder

Title of Officer Bidder: _____

Name of Bidder Firm/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 their 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	Proposed Trade	Lot No.	Lot Name	Offered Compliance to Section – III & Section – VII Specifications/Dimensions
1.	Hiring of Industry Training Partners for Advance Technology Program (Round III)				

a) Schedule of Requirements / Training Plan

To be filled out by the Service Provider/bidder and submission of Schedule of Requirements / Training Plan is required with Technical Bid

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

Lot No. _____

Lot Name. _____

Proposed Trade. _____

Proposed District. _____

Proposed Location/Postal Address: _____

Mode of Training (On-site): _____

Sr. No	Name of Lot	Duration	Available Capacity of Trainees per Class as per Certificate		Applied for Trainees in the Class (A)	No. of Classes (B)	No. of Batches (C)	Total Applied for Trainees (A*B*C)
			Morning or Evening	Capacity				
E.g.:		1	Morning	25	25	1	2	50

E.g.:		1	Evening	25	25	1	2	50
* Add rows based on each applied lot								
Total Trainee QTY								100

Note:-

- The maximum enrolled Class Capacity acceptable by PSDF is 30 trainees per batch — 25 allocated trainees plus a 20% enrolment buffer (up to 5 additional) — subject to verification by Third-Party Field visits. Class limit shall vary depending on available tools, equipment, designated training area and room size, but shall not exceed 30.

Stamp & Signature of Bidder _____

8.8. Contract Form

DATED _____, 202_

Hiring of Industry Training Partners for Advance Technology Program (Round III)

BETWEEN

Punjab Skills Development Fund

AND

[Industry Training Partner]

Contract & Tentative Business Rules are accessible via link: Advance Tech

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.]***

Trade/Lot No. _____ **Trade/lot Name. _____**

Proposed Trade. _____ **Proposed District. _____**

Training Location Address. _____ **Mode of Training. _____**

Trade/Lot No.	Name of Trade/Lot	Per Trainee Per Month Cost (PKR) (excluding all direct & indirect taxes)	Applicable Tax %	Per Trainee Per Month Cost (PKR) (including all direct & indirect taxes)[1]
Per Trainee Per Month Cost (PKR) (including all direct & indirect taxes) in figures				
Per Trainee Per Month Cost (PKR) (including all direct & indirect taxes) in words				

Note:

- Per Trainee Per Month Cost (PKR) (including all direct & indirect taxes) mentioned in table should match the Total Bid Price PKR breakup added below by bidder.
- **Separate** Lot wise financial bid will be submitted.
- In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.
- All quoted prices must be inclusive of all taxes.
    - **1**: Ranking of bidder will be determined by using Per Trainee Per Month Cost (PKR) (including all direct & indirect taxes.)
- Payment shall be made as per the business rules of PSDF.

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

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

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

Note:

i Provide the breakup of the cost where applicable.
ii Submit separate activity schedule for each of the applied Lot.
iii All prices must be inclusive of all applicable taxes.

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]

Bid Security must be submitted/transferred online by generating a PSID, in accordance with the procedure established in the E-Procurement System of PPRA Punjab in collaboration with the Bank of Punjab (BOP).

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 sixty (60) 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]

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 essential prerequisite along with submission of tenders (with technical proposal).

Sr. #	Detail	Responsive	Non-responsive
1.	Bid Security: Bid Security as specified in **Section-III. Technical Specifications - 3.2 - Trade-Wise/ Lot-Wise Data** must be submitted/transferred **online** by generating **a PSID**, in accordance with the procedure established in the E-Procurement System of PPRA Punjab in collaboration with the Bank of Punjab (BOP).		
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. 300/-. (Please attach copy of Affidavit on stamp paper (duly attested by oath commissioner/Notary Public) of not less than Rs 300, 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.		

Stamp & Signature of Bidder _____

Section X- CV Format

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**

Section XI- Integrity Pact

To be signed between PSDF and awarded Bidder only

(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.]

Dated:_____

Contract Number: _____
Contract Value: _____
Contract Title: _____

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

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

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

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to

ten time 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]