

**HIRING OF TRAINING SERVICE  
PROVIDER FOR SKILLS DEVELOPMENT  
IN PUNJAB (ROUND II)**

**Submission Date for Bids: August 10, 2023, on or before 02:00 PM**

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## Section-I: Invitation to Bids



### Hiring of Training Service Providers for Skills Development in Punjab (Round II)

**Tender No:** **PMU/PTEGP/Skill Development/277/22**

The Government of Punjab (GoPb) has received financing from the World Bank for the implementation of Punjab Tourism for Economic Growth Project (PTEGP) and intends to support the contract under non-consulting services which may be awarded as per criteria mentioned in the bidding documents. Government of Punjab, Planning & Development Board in collaboration with World Bank Group (WBG) and multiple implementing agencies is implementing Punjab Tourism for Economic Growth Project (PTEGP).

**Aim of the project:**

- The project aims to promote the tourism sector by strengthening the institutional capacity through better skills development, increase private sector participation and improve infrastructure services in support of the tourism sector in the province of Punjab.

**Invitation for bids:**

- PTEGP intends to invite eligible Training Service Providers, to indicate their interest for the below mentioned non-consulting services. Sealed Bids for the provision of training services are invited from Bidders i.e., association of firms / companies / organization, registered with Punjab Skills Development Authority (PSDA), National Vocational and Technical Training Commission (NAVTTTC) or Technical Education and Vocational Training Authority (TEVTA Lifetime) and Tax Departments / Authorities (where applicable).

**Bidding procedure:**

- The Bids shall be received as per single stage two envelope procedure.

| Trade                     | Lot # | District               | Estimated Cost per district<br>(Inclusive of all applicable taxes) |
|---------------------------|-------|------------------------|--|
| <b>Video Production</b>   | 1     | Lahore                 | 3,418,200  |
|                           | 2     | Multan                 | 3,418,200  |
| <b>Airline Ticketing*</b> | 3     | Lahore                 | 5,180,868  |
|                           | 4     | Multan                 | 5,180,868  |
|                           | 5     | Rawalpindi / Islamabad | 5,180,868  |
|                           | 6     | Faisalabad             | 2,590,434  |
|                           | 7     | Gujranwala             | 1,295,217  |
|                           | 8     | Bahawalpur             | 1,295,217  |
| <b>Bakery and Pastry</b>  | 9     | Lahore                 | 10,175,760   |
|                           | 10    | Sialkot                | 10,175,760   |
|                           | 11    | Bahawalpur             | 5,087,880  |

|                              |           |                        |            |
|------------------------------|-----------|------------------------|------------|
|                              | 12        | Okara                  | 2,543,940  |
|                              | 13        | Multan                 | 10,175,760 |
|                              | 14        | Sahiwal                | 5,087,880  |
|                              | 15        | Rawalpindi / Islamabad | 5,087,880  |
|                              | 16        | Faisalabad             | 5,087,880  |
|                              | 17        | Gujrat                 | 5,087,880  |
|                              | 18        | Gujranwala             | 2,543,940  |
|                              | 19        | Sheikhupura            | 5,087,880  |
|                              | 20        | Narowal                | 5,087,880  |
|                              | 21        | Hafizabad              | 5,087,880  |
| <b>Basic House Keeping**</b> | 22        | Lahore                 | 10,810,800 |
|                              | 23        | Faisalabad             | 5,405,400  |
|                              | 24        | Rahimyar Khan          | 2,702,700  |
|                              | 25        | Rawalpindi / Islamabad | 10,810,800 |
|                              | 26        | Multan                 | 5,405,400  |
|                              | 27        | Gujranwala             | 2,702,700  |
|                              | 28        | Bahawalpur             | 5,405,400  |
|                              | 29        | Gujrat                 | 5,405,400  |
|                              | 30        | Sahiwal                | 5,405,400  |
|                              | 31        | Sheikhupura            | 5,405,400  |
|                              | 32        | Narowal                | 5,405,400  |
| <b>Cooking and Baking</b>    | 33        | Lahore                 | 4,019,416  |
|                              | 34        | Faisalabad             | 2,009,708  |
|                              | 35        | Multan                 | 4,019,416  |
|                              | 36        | Bahawalpur             | 2,009,708  |
|                              | 37        | Sialkot                | 2,009,708  |
|                              | 38        | Bahawalnagar           | 2,009,708  |
|                              | 39        | Rahimyar Khan          | 1,004,854  |
|                              | 40        | Rawalpindi / Islamabad | 4,019,416  |
|                              | 41        | Gujranwala             | 1,004,854  |
|                              | 42        | Sheikhupura            | 2,009,708  |
|                              | 43        | Gujrat                 | 2,009,708  |
|                              | 44        | Sahiwal                | 1,004,854  |
|                              | 45        | Rajanpur               | 2,009,708  |
|                              | 46        | Narowal                | 2,009,708  |
| 47                           | Hafizabad | 2,009,708              |            |
| <b>Front Office**</b>        | 48        | Lahore                 | 3,536,946  |
|                              | 49        | Multan                 | 1,768,473  |
|                              | 50        | Faisalabad             | 1,768,473  |
|                              | 51        | Rahimyar Khan          | 884,237    |
|                              | 52        | Bahawalpur             | 1,768,473  |
|                              | 53        | Sargodha               | 884,237    |

|                                   |    |                        |           |
|-----------------------------------|----|------------------------|-----------|
|                                   | 54 | Bahawalnagar           | 884,237   |
|                                   | 55 | Rawalpindi / Islamabad | 1,768,473 |
|                                   | 56 | Gujranwala             | 884,237   |
|                                   | 57 | Khanewal               | 884,237   |
|                                   | 58 | Gujrat                 | 1,768,473 |
|                                   | 59 | Sialkot                | 3,536,946 |
|                                   | 60 | Sheikhupura            | 1,768,473 |
|                                   | 61 | Narowal                | 1,768,473 |
|                                   | 62 | Hafizabad              | 1,768,473 |
| <b>Tour Guide and Operations*</b> | 63 | Lahore                 | 3,843,756 |
|                                   | 64 | Rawalpindi / Islamabad | 3,843,756 |
|                                   | 65 | Bahawalpur             | 960,939   |
|                                   | 66 | Multan                 | 3,843,756 |
|                                   | 67 | Rahimyar Khan          | 960,939   |
|                                   | 68 | Sahiwal                | 960,939   |
|                                   | 69 | Gujranwala             | 960,939   |
|                                   | 70 | Faisalabad             | 1,921,878 |
| <b>Digital Marketing</b>          | 71 | Lahore                 | 4,800,000 |
|                                   | 72 | Bahawalpur             | 2,400,000 |
|                                   | 73 | Bahawalnagar           | 2,400,000 |
|                                   | 74 | Multan                 | 4,800,000 |
|                                   | 75 | Gujrat                 | 4,800,000 |
|                                   | 76 | Sheikhupura            | 4,800,000 |
|                                   | 77 | Sialkot                | 4,800,000 |
|                                   | 78 | Khanewal               | 2,400,000 |
|                                   | 79 | Sahiwal                | 2,400,000 |
|                                   | 80 | Narowal                | 2,400,000 |
|                                   | 81 | Hafizabad              | 2,400,000 |
| <b>Tour Operator*</b>             | 82 | Lahore                 | 7,687,512 |
|                                   | 83 | Rawalpindi / Islamabad | 7,687,512 |
|                                   | 84 | Bahawalpur             | 1,921,878 |
|                                   | 85 | Multan                 | 7,687,512 |
|                                   | 86 | Rahimyar Khan          | 1,921,878 |
|                                   | 87 | Sahiwal                | 1,921,878 |
|                                   | 88 | Gujranwala             | 1,921,878 |
|                                   | 89 | Faisalabad             | 3,843,756 |
| <b>Tour / Travel Services*</b>    | 90 | Lahore                 | 7,687,512 |
|                                   | 91 | Rawalpindi / Islamabad | 7,687,512 |
|                                   | 92 | Bahawalpur             | 1,921,878 |
|                                   | 93 | Multan                 | 7,687,512 |
|                                   | 94 | Rahimyar Khan          | 1,921,878 |
|                                   | 95 | Sahiwal                | 1,921,878 |

|                                  |     |                        |           |
|----------------------------------|-----|------------------------|-----------|
|                                  | 96  | Gujranwala             | 1,921,878 |
|                                  | 97  | Faisalabad             | 3,843,756 |
| <b>Cabin Crew</b>                | 98  | Lahore                 | 3,418,200 |
|                                  | 99  | Rawalpindi / Islamabad | 3,418,200 |
|                                  | 100 | Multan                 | 3,418,200 |
|                                  | 101 | Faisalabad             | 1,709,100 |
|                                  | 102 | Gujranwala             | 854,550   |
|                                  | 103 | Bahawalpur             | 854,550   |
| <b>Food and Beverage Captain</b> | 104 | Lahore                 | 8,488,707 |
|                                  | 105 | Rawalpindi / Islamabad | 4,244,353 |
|                                  | 106 | Bahawalpur             | 4,244,353 |
|                                  | 107 | Multan                 | 4,244,353 |
|                                  | 108 | Rahimyar Khan          | 2,122,177 |
|                                  | 109 | Sahiwal                | 2,122,177 |
|                                  | 110 | Faisalabad             | 4,244,353 |
|                                  | 111 | Gujranwala             | 4,244,353 |
|                                  | 112 | Sargodha               | 4,244,353 |

\*Diploma in Tourism & Airport Operations (DTAO) to be acceptable for these trades' applications.

\*\*Diploma in Hotel Operations to be acceptable for these trades' applications.

**Important information for bidders:**

- Separate bids for each LOT are acceptable, however, partial bids in any lot will not be accepted. The bidder(s) may submit bids in one or more lots. Contract(s) will be awarded to the lot wise lowest evaluated total cost firm under this Invitation.
- Bidding Documents are immediately available after date of publication on the mentioned websites.
- Refer bidding document for details regarding Pre-Bid Meeting
- PTEGP will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids.
- In case of official holiday on the day of submission, next day will be treated as closing date.

**To download bidding document, please visit:**

- PTEGP website - <https://ptegp.punjab.gov.pk>
- PPRA website [ppra.punjab.gov.pk](http://ppra.punjab.gov.pk)
- Soft copy of the bidding document can also be obtained through email [pmuptegp@gmail.com](mailto:pmuptegp@gmail.com)

**Important Information:**

- Bids must be delivered on or before **August 10, 2023 at 14:00 Hours.**
- Late Bids shall be rejected.
- The Bids will be opened on the **same day at 14:30 Hours** in the presence of the Bidders' representatives who may choose to be present at **Punjab Skill Development Fund, 21-A, H Block, Dr. Mateen Fatima Road, Gulberg II, Lahore, Pakistan.**
- Interested eligible Bidders may obtain further information from Punjab Tourism for Economic Growth Project at the address given below from **July 17, 2023 to August 09, 2023, 09:00 to 17:00 ho**

**Punjab Tourism for Economic Growth Project**  
175 A Scotch Corner, Upper Mall Scheme, Lahore  
+92 (042) 99332607-8, <https://ptegp.punjab.gov.pk>

## 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. In case of any conflict between the provision of this document and PPRA Act-2009/ PPRA Rules-2014, the later shall prevail.**

### 2.1. Introduction

- 2.1.1 Scope of Bid**
- i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of technical and vocational training 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 / organization, registered with Punjab Skills Development Authority (PSDA), National Vocational and Technical Training Commission (NAVTTTC) or Technical Education and Vocational Training Authority (TEVTA) and Tax Departments / Authorities (where applicable), 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 are not allowed to participate in the bidding process.



- iv) Bidders shall not be under a declaration of blacklisting by any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA).
- 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.

*[It is upon procuring agency to decide the participation of Bidders in J.V mode. The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA].*

- 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 are 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 to 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 workplan / 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) Technical Bid Form
  - (m) Contract Form
  - (n) Financial Bid Form / Price Schedule
  - (o) 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 a 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 a 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 an 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 the 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 training services to be provided.

### 2.3.3. Bid Prices

- i) The Bidder shall indicate on form 8.08 the unit prices (where applicable) and total Bid price of the trainings 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 8.08]*
- 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.

**2.3.5. Documents Establishing Bidder's Eligibility and Qualification**

- 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.
- 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 Days (60), 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 days (30) 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 the 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 (14:30 and 18<sup>th</sup> July 2023),”
- 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 to 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 are 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 the 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 training services;
  - 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), and **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

- iv) If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
  - a) meets the eligibility criteria defined in **ITB 2.1.3**;
  - b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
  - c) has been properly signed;
  - d) is accompanied by the required securities; and
  - e) Is substantially responsive to the requirements of the Bidding Documents.

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

**2.5.5. Examination of Terms and Conditions; Technical Evaluation**

- i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.
- ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.
- iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.

**2.5.6. Correction of Errors**

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
  - a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

- b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
  - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
  - d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
- ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited, or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.7.**

**2.5.7. Conversion to Single Currency**

- i) As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.

**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 8.08 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, the 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 a 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 an objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

## **2.6. Award of Contract**

### **2.6.1. Notification of Award**

- i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or by email to be confirmed in writing by registered letter, that its Bid has been accepted.
- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.7 (v).

### **2.6.2. Performance Guarantee**

- i) Within fifteen (15) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.

- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

**2.6.3. Signing of Contract/ Issuance of work Order**

- i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*.
- ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within seven (07) 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 trainees 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. Technical Specifications

The aim of the skills trainings is to improve the income generation capacity of multiple districts of Punjab through acquisition of knowledge, practical competencies, proficiency, and attitudes necessary to perform a certain trade or occupation in competitive labor market.

#### Detail of Technical Specifications:

| Lot No | Trade                 | District               | Training Duration | Source of Curriculum | Certification Authority | Quantity | CTM    | Training Cost |
|--------|-----------------------|------------------------|-------------------|----------------------|-------------------------|----------|--------|---------------|
| 1      | Video Production      | Lahore                 | 3                 | TEVTA                | PBTE                    | 100      | 11,394 | 3,418,200     |
| 2      | Video Production      | Multan                 | 3                 | TEVTA                | PBTE                    | 100      | 11,394 | 3,418,200     |
| 3      | Airline Ticketing*    | Lahore                 | 3                 | TEVTA                | PBTE                    | 100      | 17,270 | 5,180,868     |
| 4      | Airline Ticketing*    | Multan                 | 3                 | TEVTA                | PBTE                    | 100      | 17,270 | 5,180,868     |
| 5      | Airline Ticketing*    | Rawalpindi / Islamabad | 3                 | TEVTA                | PBTE                    | 100      | 17,270 | 5,180,868     |
| 6      | Airline Ticketing*    | Faisalabad             | 3                 | TEVTA                | PBTE                    | 50       | 17,270 | 2,590,434     |
| 7      | Airline Ticketing*    | Gujranwala             | 3                 | TEVTA                | PBTE                    | 25       | 17,270 | 1,295,217     |
| 8      | Airline Ticketing*    | Bahawalpur             | 3                 | TEVTA                | PBTE                    | 25       | 17,270 | 1,295,217     |
| 9      | Bakery and Pastry     | Lahore                 | 6                 | NAVTTTC              | PBTE                    | 100      | 16,960 | 10,175,760    |
| 10     | Bakery and Pastry     | Sialkot                | 6                 | NAVTTTC              | PBTE                    | 100      | 16,960 | 10,175,760    |
| 11     | Bakery and Pastry     | Bahawalpur             | 6                 | NAVTTTC              | PBTE                    | 50       | 16,960 | 5,087,880     |
| 12     | Bakery and Pastry     | Okara                  | 6                 | NAVTTTC              | PBTE                    | 25       | 16,960 | 2,543,940     |
| 13     | Bakery and Pastry     | Multan                 | 6                 | NAVTTTC              | PBTE                    | 100      | 16,960 | 10,175,760    |
| 14     | Bakery and Pastry     | Sahiwal                | 6                 | NAVTTTC              | PBTE                    | 50       | 16,960 | 5,087,880     |
| 15     | Bakery and Pastry     | Rawalpindi / Islamabad | 6                 | NAVTTTC              | PBTE                    | 50       | 16,960 | 5,087,880     |
| 16     | Bakery and Pastry     | Faisalabad             | 6                 | NAVTTTC              | PBTE                    | 50       | 16,960 | 5,087,880     |
| 17     | Bakery and Pastry     | Gujrat                 | 6                 | NAVTTTC              | PBTE                    | 50       | 16,960 | 5,087,880     |
| 18     | Bakery and Pastry     | Gujranwala             | 6                 | NAVTTTC              | PBTE                    | 25       | 16,960 | 2,543,940     |
| 19     | Bakery and Pastry     | Sheikhupura            | 6                 | NAVTTTC              | PBTE                    | 50       | 16,960 | 5,087,880     |
| 20     | Bakery and Pastry     | Narowal                | 6                 | NAVTTTC              | PBTE                    | 50       | 16,960 | 5,087,880     |
| 21     | Bakery and Pastry     | Hafizabad              | 6                 | NAVTTTC              | PBTE                    | 50       | 16,960 | 5,087,880     |
| 22     | Basic House Keeping** | Lahore                 | 6                 | NAVTTTC              | PBTE                    | 100      | 18,018 | 10,810,800    |

|    |                       |                        |   |         |      |     |        |            |
|----|-----------------------|------------------------|---|---------|------|-----|--------|------------|
| 23 | Basic House Keeping** | Faisalabad             | 6 | NAVTTTC | PBTE | 50  | 18,018 | 5,405,400  |
| 24 | Basic House Keeping** | Rahimyar Khan          | 6 | NAVTTTC | PBTE | 25  | 18,018 | 2,702,700  |
| 25 | Basic House Keeping** | Rawalpindi / Islamabad | 6 | NAVTTTC | PBTE | 100 | 18,018 | 10,810,800 |
| 26 | Basic House Keeping** | Multan                 | 6 | NAVTTTC | PBTE | 50  | 18,018 | 5,405,400  |
| 27 | Basic House Keeping** | Gujranwala             | 6 | NAVTTTC | PBTE | 25  | 18,018 | 2,702,700  |
| 28 | Basic House Keeping** | Bahawalpur             | 6 | NAVTTTC | PBTE | 50  | 18,018 | 5,405,400  |
| 29 | Basic House Keeping** | Gujrat                 | 6 | NAVTTTC | PBTE | 50  | 18,018 | 5,405,400  |
| 30 | Basic House Keeping** | Sahiwal                | 6 | NAVTTTC | PBTE | 50  | 18,018 | 5,405,400  |
| 31 | Basic House Keeping** | Sheikhupura            | 6 | NAVTTTC | PBTE | 50  | 18,018 | 5,405,400  |
| 32 | Basic House Keeping** | Narowal                | 6 | NAVTTTC | PBTE | 50  | 18,018 | 5,405,400  |
| 33 | Cooking and Baking    | Lahore                 | 3 | TEVTA   | PBTE | 100 | 13,398 | 4,019,416  |
| 34 | Cooking and Baking    | Faisalabad             | 3 | TEVTA   | PBTE | 50  | 13,398 | 2,009,708  |
| 35 | Cooking and Baking    | Multan                 | 3 | TEVTA   | PBTE | 100 | 13,398 | 4,019,416  |
| 36 | Cooking and Baking    | Bahawalpur             | 3 | TEVTA   | PBTE | 50  | 13,398 | 2,009,708  |
| 37 | Cooking and Baking    | Sialkot                | 3 | TEVTA   | PBTE | 50  | 13,398 | 2,009,708  |
| 38 | Cooking and Baking    | Bahawalnagar           | 3 | TEVTA   | PBTE | 50  | 13,398 | 2,009,708  |
| 39 | Cooking and Baking    | Rahimyar Khan          | 3 | TEVTA   | PBTE | 25  | 13,398 | 1,004,854  |
| 40 | Cooking and Baking    | Rawalpindi / Islamabad | 3 | TEVTA   | PBTE | 100 | 13,398 | 4,019,416  |
| 41 | Cooking and Baking    | Gujranwala             | 3 | TEVTA   | PBTE | 25  | 13,398 | 1,004,854  |
| 42 | Cooking and Baking    | Sheikhupura            | 3 | TEVTA   | PBTE | 50  | 13,398 | 2,009,708  |
| 43 | Cooking and Baking    | Gujrat                 | 3 | TEVTA   | PBTE | 50  | 13,398 | 2,009,708  |
| 44 | Cooking and Baking    | Sahiwal                | 3 | TEVTA   | PBTE | 25  | 13,398 | 1,004,854  |
| 45 | Cooking and Baking    | Rajanpur               | 3 | TEVTA   | PBTE | 50  | 13,398 | 2,009,708  |
| 46 | Cooking and Baking    | Narowal                | 3 | TEVTA   | PBTE | 50  | 13,398 | 2,009,708  |
| 47 | Cooking and Baking    | Hafizabad              | 3 | TEVTA   | PBTE | 50  | 13,398 | 2,009,708  |
| 48 | Front Office          | Lahore                 | 3 | TEVTA   | PBTE | 100 | 11,790 | 3,536,946  |
| 49 | Front Office          | Multan                 | 3 | TEVTA   | PBTE | 50  | 11,790 | 1,768,473  |
| 50 | Front Office          | Faisalabad             | 3 | TEVTA   | PBTE | 50  | 11,790 | 1,768,473  |
| 51 | Front Office          | Rahimyar Khan          | 3 | TEVTA   | PBTE | 25  | 11,790 | 884,237    |
| 52 | Front Office          | Bahawalpur             | 3 | TEVTA   | PBTE | 50  | 11,790 | 1,768,473  |
| 53 | Front Office          | Sargodha               | 3 | TEVTA   | PBTE | 25  | 11,790 | 884,237    |
| 54 | Front Office          | Bahawalnagar           | 3 | TEVTA   | PBTE | 25  | 11,790 | 884,237    |

|    |                            |                        |   |             |          |     |        |           |
|----|----------------------------|------------------------|---|-------------|----------|-----|--------|-----------|
| 55 | Front Office               | Rawalpindi / Islamabad | 3 | TEVTA       | PBTE     | 50  | 11,790 | 1,768,473 |
| 56 | Front Office               | Gujranwala             | 3 | TEVTA       | PBTE     | 25  | 11,790 | 884,237   |
| 57 | Front Office               | Khanewal               | 3 | TEVTA       | PBTE     | 25  | 11,790 | 884,237   |
| 58 | Front Office               | Gujrat                 | 3 | TEVTA       | PBTE     | 50  | 11,790 | 1,768,473 |
| 59 | Front Office               | Sialkot                | 3 | TEVTA       | PBTE     | 100 | 11,790 | 3,536,946 |
| 60 | Front Office               | Sheikhupura            | 3 | TEVTA       | PBTE     | 50  | 11,790 | 1,768,473 |
| 61 | Front Office               | Narowal                | 3 | TEVTA       | PBTE     | 50  | 11,790 | 1,768,473 |
| 62 | Front Office               | Hafizabad              | 3 | TEVTA       | PBTE     | 50  | 11,790 | 1,768,473 |
| 63 | Tour Guide and Operations* | Lahore                 | 3 | ITHM        | PBTE     | 100 | 12,813 | 3,843,756 |
| 64 | Tour Guide and Operations* | Rawalpindi / Islamabad | 3 | ITHM        | PBTE     | 100 | 12,813 | 3,843,756 |
| 65 | Tour Guide and Operations* | Bahawalpur             | 3 | ITHM        | PBTE     | 25  | 12,813 | 960,939   |
| 66 | Tour Guide and Operations* | Multan                 | 3 | ITHM        | PBTE     | 100 | 12,813 | 3,843,756 |
| 67 | Tour Guide and Operations* | Rahimyar Khan          | 3 | ITHM        | PBTE     | 25  | 12,813 | 960,939   |
| 68 | Tour Guide and Operations* | Sahiwal                | 3 | ITHM        | PBTE     | 25  | 12,813 | 960,939   |
| 69 | Tour Guide and Operations* | Gujranwala             | 3 | ITHM        | PBTE     | 25  | 12,813 | 960,939   |
| 70 | Tour Guide and Operations* | Faisalabad             | 3 | ITHM        | PBTE     | 50  | 12,813 | 1,921,878 |
| 71 | Digital Marketing          | Lahore                 | 6 | NAVTTTC-CBT | PBTE-CBT | 100 | 8,000  | 4,800,000 |
| 72 | Digital Marketing          | Bahawalpur             | 6 | NAVTTTC-CBT | PBTE-CBT | 50  | 8,000  | 2,400,000 |
| 73 | Digital Marketing          | Bahawalnagar           | 6 | NAVTTTC-CBT | PBTE-CBT | 50  | 8,000  | 2,400,000 |
| 74 | Digital Marketing          | Multan                 | 6 | NAVTTTC-CBT | PBTE-CBT | 100 | 8,000  | 4,800,000 |
| 75 | Digital Marketing          | Gujrat                 | 6 | NAVTTTC-CBT | PBTE-CBT | 100 | 8,000  | 4,800,000 |
| 76 | Digital Marketing          | Sheikhupura            | 6 | NAVTTTC-CBT | PBTE-CBT | 100 | 8,000  | 4,800,000 |
| 77 | Digital Marketing          | Sialkot                | 6 | NAVTTTC-CBT | PBTE-CBT | 100 | 8,000  | 4,800,000 |
| 78 | Digital Marketing          | Khanewal               | 6 | NAVTTTC-CBT | PBTE-CBT | 50  | 8,000  | 2,400,000 |
| 79 | Digital Marketing          | Sahiwal                | 6 | NAVTTTC-CBT | PBTE-CBT | 50  | 8,000  | 2,400,000 |
| 80 | Digital Marketing          | Narowal                | 6 | NAVTTTC-CBT | PBTE-CBT | 50  | 8,000  | 2,400,000 |
| 81 | Digital Marketing          | Hafizabad              | 6 | NAVTTTC-CBT | PBTE-CBT | 50  | 8,000  | 2,400,000 |
| 82 | Tour Operator*             | Lahore                 | 6 | NAVTTTC     | PBTE     | 100 | 12,813 | 7,687,512 |
| 83 | Tour Operator*             | Rawalpindi / Islamabad | 6 | NAVTTTC     | PBTE     | 100 | 12,813 | 7,687,512 |
| 84 | Tour Operator*             | Bahawalpur             | 6 | NAVTTTC     | PBTE     | 25  | 12,813 | 1,921,878 |
| 85 | Tour Operator*             | Multan                 | 6 | NAVTTTC     | PBTE     | 100 | 12,813 | 7,687,512 |
| 86 | Tour Operator*             | Rahimyar Khan          | 6 | NAVTTTC     | PBTE     | 25  | 12,813 | 1,921,878 |

|     |                           |                        |   |         |      |     |        |           |
|-----|---------------------------|------------------------|---|---------|------|-----|--------|-----------|
| 87  | Tour Operator*            | Sahiwal                | 6 | NAVTTTC | PBTE | 25  | 12,813 | 1,921,878 |
| 88  | Tour Operator*            | Gujranwala             | 6 | NAVTTTC | PBTE | 25  | 12,813 | 1,921,878 |
| 89  | Tour Operator*            | Faisalabad             | 6 | NAVTTTC | PBTE | 50  | 12,813 | 3,843,756 |
| 90  | Tour / Travel Services*   | Lahore                 | 6 | NAVTTTC | PBTE | 100 | 12,813 | 7,687,512 |
| 91  | Tour / Travel Services*   | Rawalpindi / Islamabad | 6 | NAVTTTC | PBTE | 100 | 12,813 | 7,687,512 |
| 92  | Tour / Travel Services*   | Bahawalpur             | 6 | NAVTTTC | PBTE | 25  | 12,813 | 1,921,878 |
| 93  | Tour / Travel Services*   | Multan                 | 6 | NAVTTTC | PBTE | 100 | 12,813 | 7,687,512 |
| 94  | Tour / Travel Services*   | Rahimyar Khan          | 6 | NAVTTTC | PBTE | 25  | 12,813 | 1,921,878 |
| 95  | Tour / Travel Services*   | Sahiwal                | 6 | NAVTTTC | PBTE | 25  | 12,813 | 1,921,878 |
| 96  | Tour / Travel Services*   | Gujranwala             | 6 | NAVTTTC | PBTE | 25  | 12,813 | 1,921,878 |
| 97  | Tour / Travel Services*   | Faisalabad             | 6 | NAVTTTC | PBTE | 50  | 12,813 | 3,843,756 |
| 98  | Cabin Crew                | Lahore                 | 3 | TEVTA   | PBTE | 100 | 11,394 | 3,418,200 |
| 99  | Cabin Crew                | Rawalpindi / Islamabad | 3 | TEVTA   | PBTE | 100 | 11,394 | 3,418,200 |
| 100 | Cabin Crew                | Multan                 | 3 | TEVTA   | PBTE | 100 | 11,394 | 3,418,200 |
| 101 | Cabin Crew                | Faisalabad             | 3 | TEVTA   | PBTE | 50  | 11,394 | 1,709,100 |
| 102 | Cabin Crew                | Gujranwala             | 3 | TEVTA   | PBTE | 25  | 11,394 | 854,550   |
| 103 | Cabin Crew                | Bahawalpur             | 3 | TEVTA   | PBTE | 25  | 11,394 | 854,550   |
| 104 | Food and Beverage Captain | Lahore                 | 6 | NAVTTTC | PBTE | 100 | 14,148 | 8,488,707 |
| 105 | Food and Beverage Captain | Rawalpindi / Islamabad | 6 | NAVTTTC | PBTE | 50  | 14,148 | 4,244,353 |
| 106 | Food and Beverage Captain | Bahawalpur             | 6 | NAVTTTC | PBTE | 50  | 14,148 | 4,244,353 |
| 107 | Food and Beverage Captain | Multan                 | 6 | NAVTTTC | PBTE | 50  | 14,148 | 4,244,353 |
| 108 | Food and Beverage Captain | Rahimyar Khan          | 6 | NAVTTTC | PBTE | 25  | 14,148 | 2,122,177 |
| 109 | Food and Beverage Captain | Sahiwal                | 6 | NAVTTTC | PBTE | 25  | 14,148 | 2,122,177 |
| 110 | Food and Beverage Captain | Faisalabad             | 6 | NAVTTTC | PBTE | 50  | 14,148 | 4,244,353 |
| 111 | Food and Beverage Captain | Gujranwala             | 6 | NAVTTTC | PBTE | 50  | 14,148 | 4,244,353 |
| 112 | Food and Beverage Captain | Sargodha               | 6 | NAVTTTC | PBTE | 50  | 14,148 | 4,244,353 |

\*Diploma in Tourism & Airport Operations (DTAO) to be acceptable for these trades' applications.

\*\*Diploma in Hotel Operations to be acceptable for these trades' applications.

## 3.2 Scope of Services

### A. Detailed Description of Services – Terms of Reference (TORs)

1. Mobilize the trainees, conduct marketing campaigns, build interest in skills trainings, and invite applicants for the skills trainings according to the eligibility criteria defined below by the Procuring Agency (PTEGP):
  - a. Service Provider(s) will be responsible for the selection of trainees from the target group / eligible trainees. Service Provider(s) shall ensure that in case of excess demand, preference will be given to fresh graduates having the required minimum educational level as defined in the relevant curriculum, those with aptitude for the trade on a professional basis (to exclude hobby-oriented applicants) and have the passion of the skills training.
  - b. While selecting trainees, Service Provider(s) must ensure that trainees that are enrolled in DAE program should not be considered. In case of any violation of this clause, such trainees shall be dropped, and their full fee will be recovered from the Service Provider(s) for the training. DAE verification is done during training and trainees will be dropped-out after DAE verification during training period.
  - c. Service Provider(s) shall select the trainees in accordance with the entry level qualification requirements for the program provided in Appendix A and as specified in Monitoring Business Rules.
  - d. Service Provider(s) shall enroll only those trainees who are of between the ages of 18 – 45 years and have a valid CNIC issued by National Database and Registration Authority (“NADRA”)
  - e. Service Provider(s) shall enroll only individuals belonging to the province of Punjab.
  - f. The residence of the trainees can be determined from the temporary or permanent address on the trainee’s Computerized National Identity Card. The Procuring Agency (PTEGP) shall revalidate the age and residence status of enrolled trainees.
  - g. Service Provider(s) shall not enroll the trainees in any additional courses or trades etc. other than those allocated by the Procuring Agency (PTEGP) unless otherwise agreed by the Procuring Agency (PTEGP) in writing.
  - h. Service Provider(s) shall get the facilities and arrangements inspected by the Procuring Agency’s (PTEGP’s) monitoring team before the start of training.
2. Arrange properly equipped training facilities as per curriculum requirements and/or equipment list mentioned in the curriculum. It includes machinery, equipment, tools, classroom & lab / workshop furniture, and other basic facilities (e.g., washrooms, backup power, drinking water etc.). In case of deficiency, arrange additional training facilities as per requirement.
3. Service Provider(s) must have at least 2 classrooms overall in the premises to accommodate a maximum of 25 trainees each along with practical lab / room / area, admin room and bathroom.
4. Engage competent and qualified instructors, principal, and support staff as per provided CVs (qualification and experience) mentioned in the curriculum.
5. Get the facilities and arrangements inspected by the Procuring Agency (PTEGP) before the start of training (if required).
6. Ensure provision of vocational skills training in approved skills /trades using the curriculum approved by relevant certification authority and following the agreed parameters.



7. Provide all learning aids, teaching materials, consumables, and additional facilities, as per demand of curricula, free of cost to the trainees (all costs on account of these items will be included in training fee which will be paid by the Procuring Agency (PTEGP)).
8. Development/printing of training manual(s), if already not available.
9. Providing reports to the Procuring Agency (PTEGP) within the stipulated time through email or identified system.
10. Establish and maintain a proper Placement / Facilitation Cell at the institute. The Placement / Facilitation Cell will be required to establish linkages of trained persons with the financial institutions and make necessary arrangements to ensure employment of the trainees upon completion of training.
11. Maintain separate bank account and financial records relating to the Procuring Agency's (PTEGP's) assignment.
12. Arrange Testing and Certification from the relevant accredited Certification body.
13. Arrange printing of provisional certificates as per the format approved by the Procuring Agency (PTEGP).
14. Arrange a simple graduation ceremony and distribute certificates to successful graduates on course completion and inform the Procuring Agency (PTEGP) at least one week before the event.
15. Display prominently banners / sign boards relating to the training, after approval by the Procuring Agency (PTEGP).
16. Any other obligation agreed in the Contract.
17. The Service Provider(s) will be responsible for certain deliverables, including progress reporting, as per the requirements of the project.
18. The Service Provider(s) will be responsible for following the SOPs implemented by the Government and the Procuring Agency (PTEGP) to ensure the safety and well-being of the trainees.
19. Service Provider(s) shall be responsible for facilitating and providing access to the Procuring Agency's (PTEGP's) Monitoring Team and/or assigned person.
20. Service Provider(s) shall retain and maintain all records related to the contract during the life of the contract and five (5) years after the expiry of this Contract.
21. The total training duration and curriculum to be adopted as specified in Appendix B by the Procuring Agency (PTEGP). Service Provider(s) shall use all reasonable endeavors to ensure that the training is provided within such timelines as may be specified in the Contract.
22. Service Provider(s) shall present all its trainees (excluding ineligible, double or dropped out enrollees) to Punjab Board of Technical Education (PBTE) for trade testing as provided in Appendix B.
23. Service Provider(s) shall be obliged to provide any information demanded by the PBTE, in respect of trainees or training places and will facilitate the Board in conducting the trade test. Service Provider's responsibilities include provision of machinery, equipment, tools, furniture, and consumables required for conduct of the trade test.
24. Fee of Testing and Certification will be part of the price offered to the Service Provider and service provider will pay the amount to PBTE directly.
25. Service Provider(s) shall ensure employment commitment of the trained persons under this contract as mentioned in Appendix A. Service Provider(s) shall upload data on Procuring Agency's (PTEGP's) specified portal or any other mechanism as specified by the Procuring Agency (PTEGP).
26. Duration of the assignment is 1 year, and it will be executed in different batches. However, duration of the project may be extendable for another term on the same terms & conditions with mutual consent of both the parties. The Procuring Agency (PTEGP) reserves the right to increase / decrease the trainee number to be trained.

**Note:**

In case of non-compliance of the above-mentioned responsibilities, financial penalties will be applicable as per the Monitoring Business Rules.

Vocational Training Service Providers will not charge anything to the trainees at any stage of the training process, in the form of admission forms, enrolment, training delivery or certification.

## B. Eligibility Criteria of Trainees

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

- Trainees must be between the ages of 18 – 45 years.
- Must hold valid CNIC of any district of Punjab.
- Must meet the entry requirements as specified in respective training curriculum.
- Must not be a Diploma of Associate Engineering (DAE) graduate.
- Must not be enrolled in DAE course.
- Must not have education level of greater than intermediate, please refer to the minimum qualification criteria as per curriculum.

## C. Support to Trainees

Stipend of Rs. 1,500 per trainee per month will be paid digitally by the Procuring Agency (PTEGP) through a third party directly to trainees as per the Monitoring Business Rules.

## D. Employment / Self Employment Criteria

Service Providers must ensure a minimum of 30% employment / self-employment of the trained individuals. Service Providers would be required to establish and maintain a proper Placement Cell at the institute. The Placement Cell will be required to establish linkages of trained persons with the Employer / recruitment agencies and place the trained personnel on jobs or help them establish their businesses.

## E. Implementation of Training

Implementation of Training - Training would be delivered in the Service Providers premises as per the location address mentioned on the registration / affiliation / accreditation with dedicated labs / workstations. This project is for implementation of training in a formal manner with course components to be delivered in dedicated classrooms/labs/workshops. Minimum conduct hours per week are 30 (6 days x 5 hours daily or 5 days x 6 hours daily).

Trade wise source of curriculum, duration & Testing-Certification body is listed below:

| Trade                            | Training Duration | Source of Curriculum | Testing & Certification Body |
|----------------------------------|-------------------|----------------------|------------------------------|
| <b>Airline Ticketing*</b>        | <b>3 Months</b>   | TEVTA                | PBTE                         |
| <b>Bakery and Pastry</b>         | <b>6 Months</b>   | NAVTTTC              | PBTE                         |
| <b>Basic House Keeping**</b>     | <b>6 Months</b>   | NAVTTTC              | PBTE                         |
| <b>Cabin Crew</b>                | <b>3 Months</b>   | TEVTA                | PBTE                         |
| <b>Cooking and Baking</b>        | <b>3 Months</b>   | TEVTA                | PBTE                         |
| <b>Digital Marketing</b>         | <b>6 Months</b>   | NAVTTTC-CBT          | PBTE-CBT                     |
| <b>Food and Beverage Captain</b> | <b>6 Months</b>   | NAVTTTC              | PBTE                         |

| Trade                      | Training Duration | Source of Curriculum | Testing & Certification Body |
|----------------------------|-------------------|----------------------|------------------------------|
| Front Office               | 3 Months          | TEVTA                | PBTE                         |
| Tour / Travel Services*    | 6 Months          | NAV TTC              | PBTE                         |
| Tour Guide and Operations* | 3 Months          | ITHM                 | PBTE                         |
| Tour Operator*             | 6 Months          | NAV TTC              | PBTE                         |
| Video Production           | 3 Months          | TEVTA                | PBTE                         |

**F. Trade wise target of trainees to be trained:**

| Sr #         | Trade                      | Total Trainee Target | District Count (Lots) |
|--------------|----------------------------|----------------------|-----------------------|
| 1            | Airline Ticketing*         | 400                  | 6                     |
| 2            | Bakery and Pastry          | 750                  | 13                    |
| 3            | Basic House Keeping**      | 600                  | 11                    |
| 4            | Cabin Crew                 | 400                  | 6                     |
| 5            | Cooking and Baking         | 825                  | 15                    |
| 6            | Digital Marketing          | 800                  | 11                    |
| 7            | Food and Beverage Captain  | 450                  | 9                     |
| 8            | Front Office               | 725                  | 15                    |
| 9            | Tour / Travel Services*    | 450                  | 8                     |
| 10           | Tour Guide and Operations* | 450                  | 8                     |
| 11           | Tour Operator*             | 450                  | 8                     |
| 12           | Video Production           | 200                  | 2                     |
| <b>Total</b> |                            | <b>6,500</b>         | <b>112</b>            |

Note: Distribution of District wise trainee target is mentioned in schedule of requirement and around 6,500 trainees will be contracted against 112 lots. Refer Technical Specifications 3.1 for the district wise trades offered in the project.

**G. Reporting Requirements**

- Service Provider(s) will submit inception report(s) for each training batch before the start of classes.
- Service Provider(s) undertakes to produce reports as per the Monitoring Business Rules annexed with the contract for service providers, or any subsequent amendment thereof or as and when required by Procuring Agency (PTEGP). These reports shall be shared with the Procuring Agency (PTEGP) in electronic and/or hard copies as required by Procuring Agency (PTEGP). Any advice of the Procuring Agency (PTEGP) thereon shall be binding upon Service Provider(s).
- Service Provider agrees to give access to the staff of Procuring Agency (PTEGP) or any other person / organization, authorized by Procuring Agency (PTEGP), to the training facility, and provide documentary as well as other information during and after the training required by Procuring Agency (PTEGP) or any other authorized person.
- Service Provider must provide complete and accurate reports as per the schedule set out by Procuring Agency (PTEGP).

## Section-IV: Bid Data Sheet

### 4.1. Bid Data Sheet (BDS)

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

| <b>A. Introduction</b>      |            |  |
|-----------------------------|------------|--|
| BDS Clause Number           | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders   |
| 1.                          | 2.1.1      | Name of Procuring Agency: <b>Punjab Tourism for Economic Growth Project (PTEGP)</b><br><br>The subject of procurement is: <b>Hiring of Training Service Providers for Skills Development in Punjab (Round II)</b>  |
| 2.                          | 2.1.2      | Financial years for the operations of the Procuring Agency: <b>-2023-2024</b><br><br>Name of financing institution: <b>World Bank, International Development Association (IDA)</b><br><br>Name and identification number of the Contract: <b>PMU/PTEGP/Skills Development/277/22</b> |
| 3.                          | 2.1.3 (iv) | Formation of joint venture, consortium or association shall not be allowed   |
| 4.                          |            | Ineligible country(s) is or are 'Not Applicable'   |
| <b>B. Bidding Documents</b> |            |  |
| 6.                          | 2.2.2 (i)  | The address for clarification of Bidding Documents is <a href="mailto:pmuptegp@gmail.com">pmuptegp@gmail.com</a> and All clarification requests must be submitted not later than <b>August 08, 2023 by 17:00 hrs.</b>  |
| 7.                          | 2.2.2 (iv) | Pre-bid meeting will be held on <b>29<sup>th</sup> July 2023</b> at 14:30 PM on the below mentioned address:<br><br><b>Punjab Skills Development Fund</b><br>21-A Block H, Dr. Mateen Fatima Road Gulberg II Lahore.   |

|   |               |  |
|---|---------------|--|
|   |               | Training Service Providers that intend to join the meeting online can send email at least 2 days prior to the pre-bid meeting expressing interest on email address given below:<br><a href="mailto:pmuptegp@gmail.com">pmuptegp@gmail.com</a>  |
| 8.  |               |  |
| <b>C. Bid Price, Currency, Language and Country of Origin</b> |               |  |
| 9   | 2.3.1         | Language of the bid is English   |
| 10  | 2.3.4         | The price quoted shall be <u>PKR</u> .   |
|   | 2.3.8         | The number of documents to be completed and returned is one original and one copy  |
| 11.   | 2.3.4 & 2.3.9 | Not applicable   |
| <b>D. Preparation and Submission of Bids</b>                  |               |  |
| 13.   | 2.3.5         | <p>Separate bids for each LOT are acceptable however, partial bid in any lot will not be accepted. The Bidder may submit bids in one or more lots.</p> <p><b>Qualification Criteria/Knock down criteria.</b></p> <ul style="list-style-type: none"> <li><b>i.</b> Must have valid National Tax Number (NTN) / Free Tax Number (FTN) in the name of the firm / company / organization.</li> <li><b>ii.</b> Must have a legal status and must provide copy of registration or incorporation certificate. In case of partnership firm, registered Form C &amp; partnership deed is required.</li> <li><b>iii.</b> Must be registered / affiliated / accredited with either Punjab Skills Development Authority (PSDA), National Vocational and Technical Training Commission (NAVTTTC) or Technical Education and Vocational Training Authority (TEVTA lifetime). In case where registration certificates / extension of registration certificates are expired, firms are required to share the <i>following two mandatory evidence</i>: <ul style="list-style-type: none"> <li>▪ <i>Expired certificate from PSDA, TEVTA, or NAVTTTC</i></li> <li>▪ <i>Evidence of in-process application (Renewal or extension) in the form of application or request of extension letter along with the payment receipt for application processing (where applicable).</i></li> </ul> </li> <li><b>iv.</b> In case of new affiliation, the bidder is required to provide the in-process application with payment receipt for submitted application. (Please attach all the registration / affiliation / accreditation certificates within process application (where applicable) for all proposed Lots in a single PDF document). The registration certificate must be in the name of the bidder applying for the bid. In case the name on the registration certificate does not match with the name of the bidder, the bidder must provide any proof of affiliation document confirming the relationship/linkage with registered certificate name. However, NTN business name will not be considered for confirmation of relation/linkage.</li> <li><b>v.</b> Must provide an affidavit on 100 rupees stamp paper that: <ul style="list-style-type: none"> <li>▪ The bidder is neither blacklisted from any government, private, local, international, TVET body or any other organization nor is any litigation pending in this regard.</li> <li>▪ The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per Law/ Rules.</li> <li>▪ The provided information is correct.</li> </ul> </li> </ul> |
| 14.   | 2.1.1         | Bid shall be submitted to:   |

|  |       |  |
|--|-------|--|
|  |       | <b>Punjab Skill Development Fund, 21-A, H Block, Dr. Mateen Fatima Road, Gulberg II, Lahore, Pakistan</b>  |
| 15.                                      | 2.4.2 | The deadline for Bid submission is<br>a) Day: <b>Thursday</b><br>b) Date: <b>August 10, 2023</b><br>c) Time: <b>14:00</b>  |
| 16.                                      | 2.5.1 | Technical Bid opening date, time & place is as follows:<br>a) Day: Thursday<br>b) Date: August 10, 2023<br>c) Time: <b>14:30</b><br><b>Place: Punjab Skill Development Fund, 21-A, H Block, Dr. Mateen Fatima Road, Gulberg II, Lahore, Pakistan</b><br><b>Tel</b> <a href="tel:080048627">0800 486 27</a><br>Date & venue of Financial Bid Opening will be shared with the technically qualified firms. |
| 17.                                      | 2.6.2 | Performance Security is not required   |
| 18.                                      | 2.3.6 | Bid Security is not required   |
| 19.                                      | 2.3.7 | Bid validity period after opening of the Bid is 180 days   |
| 20.                                      | 2.3.8 | Number of copies of the Bid to be provided are one (1)   |
| <b>E. Opening and Evaluation of Bids</b> |       |  |
| 21.                                      | 2.5.1 | The Bid opening shall take place at:<br>Address: <b>Punjab Skill Development Fund, 21-A, H Block, Dr. Mateen Fatima Road, Gulberg II, Lahore, Pakistan</b> Day: Thursday<br>Date: August 10, 2023<br>Time: <b>14:30</b><br>Date & venue of Financial Bid Opening will be shared with the technically qualified firms.  |
| 22.                                      | 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 <b>PKR</b>   |
| <b>F. Bid Evaluation Criteria</b>        |       |  |
| 23.                                      | 2.5.8 | Criteria to Bid evaluation is as follows:<br>Total Marks: 100<br>Qualifying Marks: 65  |

| Sr. No. | Description   | Allocated Marks | Total Marks |
|---------|---|-----------------|-------------|
| 1       | <b>Financial Position</b>   |                 | <b>25</b>   |
| i.      | <b>Sum of any Total Debits / Total Credit (Bank Statement from 1<sup>st</sup> July 2022 to 30<sup>th</sup> June 2023)</b> | 20              |             |

|           |   |    |    |
|-----------|---|----|----|
|           | <p><b>If sum of any total debits or credits is equal or above PKR: 3 million, then maximum allocated marks may be awarded.</b></p> <p>If sum of any total debits or credits is less than PKR 1 million = 0 marks</p> <p>If sum of any total debits or credits is Equal to or more than Rs. 1 million but less than Rs. 2 million = 8 marks</p> <p>If sum of any total debits or credits is more than Rs. 2 million but less than Rs 3 million = 15 marks</p> <p>If sum of any total debits or credits is more than Rs. 3 million = 20 marks</p> <p><b>Bank Statement must be of a period starting from 1<sup>st</sup> July 2022 and ending on 30<sup>th</sup> June 2023. Bank Statement must be signed &amp; stamped by the bank, otherwise, no marks shall be awarded.</b></p> |    |    |
| ii.       | <p><b>Average Monthly Transactions</b></p> <p>5Average Monthly Transaction or more= 5 marks</p> <p>More than 3but less than 5Average Monthly Transactions = 3 marks</p> <p>If average monthly transactions less than 3 = 0 marks</p>  | 5  |    |
|           | <p><b>Note for Financial Position:</b></p> <ul style="list-style-type: none"> <li>• Bank Statement must be signed &amp; stamped by the bank, otherwise, no marks shall be awarded.</li> <li>• In case of public sector organizations, bank statement is not required, only evidence of public organization must be attached</li> </ul>  |    |    |
| <b>2.</b> | <b>PAST EXPERIENCE</b>  |    |    |
|           | <p><b>Maximum Marks for 50 or more number of individuals trained in the same / similar trade</b></p> <p>50 or more number of individuals trained in the same / similar trade =Marks 15</p> <p>Less than 50 but more than or equal to 25 individuals trained in the same / similar trade = Marks 10</p> <p>Less than 25 but more than 10 individuals trained in the same / similar trade = Marks 5</p> <p>For less than 10 individuals trained in the same / similar trade = 0 Marks</p> <p><b>Note:</b></p>   | 15 | 15 |

|           |  |    |           |
|-----------|--|----|-----------|
|           | <p>i. In case of non-provision of documentary Evidence of Claimed Experience, zero marks will be awarded in the Past Experience Section.</p> <p>ii. Only external evidence attached will be considered for scoring marks, such as Printouts of official Gazettes, Graduation certificates issued by certification authority. The trade name and name of the firm will be matched with the evidence.</p>  |    |           |
| <b>3.</b> | <b>Human Resource (Trainer &amp; Project Manager)</b>  |    |           |
| i.        | <p><b>Trainer Education:</b></p> <ul style="list-style-type: none"> <li>▪ 2 Levels above the qualification required for trainee Induction / Relevant Diploma or Degree = 12 marks</li> <li>▪ 1 Level above the qualification required for trainee induction or relevant certificate = 8 marks</li> </ul> <p><b>Trainer Work Experience:</b></p> <ul style="list-style-type: none"> <li>▪ 8 Marks for more than or equal to 4 years of relevant working experience.</li> <li>▪ 6 Marks for less than 4 years but more than or equal to 3 years of relevant working experience.</li> <li>▪ 4 Marks for less than 3 years but more than or equal to 2 years of relevant working experience.</li> <li>▪ 2 Marks for less than 2 years but more than or equal to 1 year of relevant working experience.</li> <li>▪ Zero marks will be awarded for less than 1 year of work experience.</li> </ul> | 20 | <b>30</b> |
| ii.       | <p><b>Project Manager Education:</b></p> <ul style="list-style-type: none"> <li>▪ Masters / Bachelors (16 Years of Education) or above = 7 marks</li> <li>▪ Bachelors (14 Years of Education) / Certificate / Diploma = 4 marks</li> <li>▪ Otherwise = 0 marks</li> </ul> <p><b>Project Manager Work Experience:</b></p> <ul style="list-style-type: none"> <li>▪ Marks for more than or equal to 3 years of relevant working experience.</li> <li>▪ 2 Marks for less than 3 years but more than or equal to 2 years of relevant working experience.</li> <li>▪ 1 Mark for less than 2 years but more than or equal to 1 year of relevant working experience.</li> <li>▪ Zero marks will be awarded for less than 1 year of work experience.</li> </ul>  | 10 |           |
| iii.      | <p>Note:</p> <ul style="list-style-type: none"> <li>• Degree must be attached. Otherwise, zero marks will be awarded if evidence of qualification mentioned in the CV is not attached.</li> </ul>  |    |           |



|   |  |              |            |
|---|--|--------------|------------|
|   | Zero marks will be awarded in working experience if proof of relevant experience is not attached.  |              |            |
| <b>4.</b>   | <b>Client Portfolio</b>  |              |            |
| i.  | Worked with the Procuring Agency & other Public/Private sector organization/s = 10 marks<br>Worked with the Procuring Agency only = 5 marks<br>Worked with any other public/private sector organization/s = 5 marks<br><br><b>Attach copy of service order / contracts / engagement letter / performance satisfactory letter from client</b>                             | 10           | 10         |
| <b>5.</b>   | <b>Training Capacity</b>   |              |            |
| i.  | Total Capacity more than 25 in the same/similar trade = 20 marks<br>Total Capacity more than 15 but less than or equal to 25 in the same/similar trade = 15 marks<br><br>External evidence provided in the form registration certificate as proof issued by the certification authority e.g., PSDA, NAVTTC base document or TEVTA (Lifetime) etc. will only be accepted. | 20           | 20         |
|   |  | <b>Total</b> | <b>100</b> |
| <b>Note:</b>  |  |              |            |
| <ul style="list-style-type: none"> <li>▪ Only the Bids securing minimum 65% marks in each of the Lots would be declared technically qualified and their financial bids will be opened accordingly. Award of contract will be done on least cost-based method.</li> <li>▪ Separate scores for each lot will be awarded and independent competition of each lot will be carried out.</li> <li>▪ Separate technical evaluation forms will be filled by the firms who intend to submit bid in multiple Lots.</li> </ul> |  |              |            |

## Section-V: Tentative General Conditions of Contract

### 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 technical & vocational training services 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** 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.  
*[where applicable]*
- 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 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 *PKR*

- 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** 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 one (1) year on the same rate & TORs. Extension in the contact agreement shall be the discretion of the procuring agency and the contractor has no right to claim further extension as a matter of right in the contract.

## Section-VI. Tentative 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 Tourism for Economic Growth Project

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

GCC 1.1 (i)—The Service Provider is:

### 2. Performance Guarantee (GCC Clause 6)

GCC 7.1—As per rule 56 of PPR-14, Performance guarantee is not required.

### 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:
- Subject to the Service Provider fulfilling its obligations set out herein to the satisfaction of Procuring Agency (PTEGP), Procuring Agency (PTEGP) shall pay to the Service Provider, on a per trainee per month basis under this Contract subject to maximum overall cost as specified in Appendix A.
- The payment of training cost will be subject to the terms and conditions specified in this Contract and Monitoring Business Rules attached herewith.
- Payment may be made in PKR

| <b>Payment Schedule</b>   |
|---|
| 70% of total Contract price as specified in Appendix A will be divided by the number of months and will be paid monthly on the basis of eligible actual enrolment, satisfactory attendance and performance of the trainees. Adjustments will be made during each month for dropouts during the previous month and penalties as specified in Business Rules. |
| 10% of the total Contract price as specified in Appendix A (on the basis of actual number of trainees) will be paid after end of training classes and completion of examination and certification   |

Last instalment 20% of total Contract price after receiving the employment report by Service Provider within one month of result issuance and subject to verification by call centre for one month along with other employment verification methods.

Where it is evidenced or found by Procuring Agency (PTEGP) that any overpayment has been made to Service Provider, Service Provider shall reimburse the said amount to Procuring Agency (PTEGP) within fifteen (15) days of the date of Procuring Agency's (PTEGP's) demand. In case Service Provider fails to reimburse such amounts within the stated period, Procuring Agency (PTEGP) shall be fully entitled to deduct such amounts at its sole discretion from any future payment to be made to Service Provider. Procuring Agency (PTEGP) reserves its right under law to seek recovery of such amounts from Service Provider.

#### **4. Prices (GCC Clause 9)**

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

#### **5. 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.

#### **6. Governing Language (GCC Clause 21)**

GCC 21.1—The Governing Language shall be English

#### **7. 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)

#### **8. Notices (GCC Clause 23)**

GCC 23.1—Procuring Agency's address for notice purposes:  
Punjab Tourism for Economic Growth Project  
175 A Scotch Corner, Upper Mall Scheme, Lahore  
+92 (042) 99332607-8

—Service Provider's address for notice purposes:

**Annex – A**

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

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

| Sr. No                               | Name of Lot | Duration | Available Capacity of Trainees per Class as per Certificate |          | Applied for Trainees in the Class (A) | No of Classes (B) | No of Batches (C) | Total Applied for Trainees (A*B*C) |
|--------------------------------------|-------------|----------|---|----------|---------------------------------------|-------------------|-------------------|------------------------------------|
|                                      |             |          | Morning or Evening  | Capacity |                                       |                   |                   |                                    |
| E.g.:                                |             | 3        | Morning   | 25       | 25                                    | 1                 | 2                 | 50                                 |
| E.g.:                                |             | 3        | Evening   | 25       | 25                                    | 1                 | 2                 | 50                                 |
|                                      |             |          |   |          |                                       |                   |                   |                                    |
| * Add rows based on each applied lot |             |          |   |          |                                       |                   |                   |                                    |
| Total Trainee QTY                    |             |          |   |          |                                       |                   |                   | 100                                |

Stamp & Signature of Bidder \_\_\_\_\_

## Section-VIII: Forms

### 8.1 Bid Form (Financial Bid)

*[To be signed & stamped by the Service Provider and reproduced on the letter head. To be attached with the **financial Bid**]*

Date: \_\_\_\_\_

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

Gentlemen and/or Ladies:

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

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

We agree to a Bid by this Bid for a period of 180 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.

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

**Technical bid includes the following: -**

- a) Complete bidding document 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) Any other document required by the procuring agency is 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 firm, 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) *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 Profile Form

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

*[Firm is required to submit separate lot wise information]*

| Sr.# | Particulars                  |
|------|------------------------------|
| 1.   | Name of the company:         |
| 2.   | <b>Registered Office:</b>    |
|      | Address:                     |
|      | Office Telephone Number:     |
|      | Fax Number:                  |
| 3.   | <b>Contact Person:</b>       |
|      | Name:                        |
|      | Personal Telephone Number:   |
|      | Email Address:               |
| 4.   | <b>Local office if any:</b>  |
|      | Address:                     |
|      | Office Telephone Number:     |
|      | Fax Number:                  |
| 5.   | <b>Registration Details:</b> |

**a) Bank Statement Attachment (Starting from 1<sup>st</sup> July 2022 and ending on 30<sup>th</sup> June 2022)**

|                              |                             |
|------------------------------|-----------------------------|
| Yes <input type="checkbox"/> | No <input type="checkbox"/> |
|------------------------------|-----------------------------|

**b) Past Experience**

| Same / Similar Past Work Experience |  |                          |
|-------------------------------------|--|--------------------------|
| a                                   | Mention Trade Name which is same / similar to the proposed Lot |                          |
| b                                   | Total number of trainees trained in trade / course mentioned   |                          |
| c                                   | Attach Evidence of trainees trained                            | <input type="checkbox"/> |

**c) Human Resources**

|   |                 |  |
|---|-----------------|--|
| a | Trainer         | <input type="checkbox"/> Attach CV in prescribed Format        |
|   |                 | <input type="checkbox"/> Attach Copy of CNIC                   |
|   |                 | <input type="checkbox"/> Attach Passport Size Photograph       |
|   |                 | <input type="checkbox"/> Attach Degree / Certificate / Diploma |
|   |                 | <input type="checkbox"/> Attach Experience Certificates        |
| b | Project Manager | <input type="checkbox"/> Attach CV in prescribed Format        |
|   |                 | <input type="checkbox"/> Attach Copy of CNIC                   |
|   |                 | <input type="checkbox"/> Attach Passport Size Photograph       |
|   |                 | <input type="checkbox"/> Attach Degree / Certificate / Diploma |



|  |  |   |
|--|--|---|
|  |  | <input type="checkbox"/> Attach Experience Certificates |
|--|--|---|

| Trainer / Project Manager 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 |  |  |  |   |  |  |  |  |  |  |
|  |             |                           |                     |    |  |  |  |   |  |  |  |  |  |  |
|  |             |                           |                     |    |  |  |  |   |  |  |  |  |  |  |
|  |             |                           |                     |    |  |  |  |   |  |  |  |  |  |  |

**d) Company Clientage**

| Sr. No | Name of Public Sector Organization | Attach copy of service order / contracts / engagement letter / performance satisfactory letter from client |
|--------|------------------------------------|--|
|        |                                    |  |
|        |                                    |  |

### 8.3 General Information Form

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

|   | Particulars |  |   |  |
|---|-------------|--|---|--|
| <b>Company Name</b>                       |             |  |   |  |
| <b>Abbreviated Name</b>                   |             |  |   |  |
|   |             |  |   |  |
| <b>National Tax No.</b>                   |             |  | <b>Sales Tax Registration No<br/>(Where applicable)</b> |  |
|   |             |  |   |  |
| <b>PRA Tax No.<br/>(Where applicable)</b> |             |  |   |  |
| <b>No. of Employees</b>                   |             |  | <b>Company's Date of<br/>Formation</b>                  |  |
|   |             |  |   |  |

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

|                                      |  |                        |  |
|--------------------------------------|--|------------------------|--|
| <b>Registered Office<br/>Address</b> |  | <b>State/Province</b>  |  |
| <b>City/Town</b>                     |  | <b>Postal Code</b>     |  |
| <b>Phone</b>                         |  | <b>Fax</b>             |  |
| <b>Email Address</b>                 |  | <b>Website Address</b> |  |

## 8.4 Affidavit

*[To be printed on PKR 100 Stamp Paper or e-stamp paper, duly attested by oath commissioner.  
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) Bidder is neither blacklisted from any government, private, local, international, TVET body or any other organization nor is any litigation pending in this regard.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the 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 company*

Title of Officer: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_

### 8.6 Technical Bid Form

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

| Sr. No. | Description<br>(Name of Lot) | Quantity |
|---------|------------------------------|----------|
|         |                              |          |
|         |                              |          |
|         |                              |          |
|         |                              |          |
|         |                              |          |

Stamp & Signature of Bidder \_\_\_\_\_

## 8.7 Contract Form

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

THIS AGREEMENT made on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between *[name of Procuring Agency]* of *[country of Procuring Agency]* (hereinafter called “the Procuring Agency”) on the one part and *[name of Service Provider]* of *[city and country of Service Provider]* (hereinafter called “the Service Provider”) on the other part:

WHEREAS the Procuring Agency invited Bids for certain services, viz., *[brief description of services]* and has accepted a Bid by the Service Provider for the supply of those services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder.
  - (b) the Schedule of Requirements.
  - (c) the Technical Specifications.
  - (d) the General Conditions of Contract.
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring Agency’s Notification of Award.
  - (g) Annex – A
  - (h) Complete Bid document
3. In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Agency to provide the services in accordance with the provisions of the Contract and as required under **Section VII** Schedule of Requirements/Work Plan/ Deputation Plan.
4. The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of services, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year mentioned above.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Service Provider)

*[The Procuring Agency should formulate Contract Form 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, contents of a generalized Contract Form may be as provided above.]*

## 8.8 Financial Bid Form/Price Schedule

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

### A. Summary

| Sr. No.  | Name of Lot | Per Trainee Per Month Cost (inclusive of all taxes & duties etc.) PKR (A) | Duration of Course (B) | Per Trainee per course Price PKR (inclusive of all taxes & duties etc.) C=(A*B) | Trainee Quantity (D) | Total price PKR (inclusive of all applicable taxes & duties etc.) E=C*D |
|--|-------------|---|------------------------|---|----------------------|---|
| 1  |             |   |                        |   |                      |   |
| Total price in figures (inclusive of all applicable taxes) |             |   |                        |   |                      |   |
| Total price in words (inclusive of all applicable taxes)   |             |   |                        |   |                      |   |

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

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

#### Note:

Total Price & unit price mentioned in table should be matched with the price breakup available below. Separate Lot wise 8.9 A & B section will be submitted.

In case of difference between unit price and total price, unit price shall prevail and total price shall be "final". *(Please refer ITB clause 2.5.6).*

In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.

All quoted prices must be inclusive of all taxes.

**Stamp & Signature of Bidder** \_\_\_\_\_

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

| Currencies in accordance with BDS 2.4.3 |  |               |   |                    |  |                  | Date: _____  |
|---|--|---------------|---|--------------------|--|------------------|--|
|   |  |               |   |                    |  |                  | Page No _____ of _____   |
| 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                                       | <b>Testing &amp; Certification Cost (fixed component) *</b><br>(3000 in case of 3-months course & 3500 in case of 6-months course) |               |   |                    |  |                  |  |
| 10                                      | Any other cost   |               |   |                    |  |                  |  |
| <b>Total Bid Price</b>                  |  |               |   |                    |  |                  |  |

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.
- iv \* Firm will directly pay the examination cost to Punjab Board of Technical Education (PBTE) for testing & certification of trainees



## **8.9 Tentative Draft Contract**

**SKILLS DEVELOPMENT IN PUNJAB– TRADE NAME**

**VOCATIONAL TRAINING CONTRACT**

**BY**

**&**

**BETWEEN**

**PUNJAB TOURISM FOR ECONOMIC GROWTH PROJECT (PTEGP)**

**AND**

**TSP NAME**

## VOCATIONAL TRAINING CONTRACT

This **Vocational Training** Contract (the “**Contract**”) is made at Lahore on October xx, 2023 (the “**Effective Date**”).

### BETWEEN

**Punjab Tourism for Economic Growth Project (PTEGP)**, having its Principal office at 175-A Upper Mall Scheme Lahore through its Project Director, (hereinafter referred to as "**PTEGP**" which expression where the context so requires or permits include its successors, and assigns) of the **FIRST PART**;

### AND

**TSP Name** having their principal office situated at **xxxxx** through its **Principal** (hereinafter referred to as the "**Service Provider**" which expression where the context so admits or requires shall mean and be deemed to include its successors, executors, and assigns) of the **SECOND PART**.

PTEGP and Service Provider shall individually be referred to as the “**Party**” and collectively as the “**Parties**”.

**WHEREAS**, PTEGP is an initiative under the Government of Punjab (Planning & Development Board) in collaboration with World Bank Group. The project aims to promote tourism sector by strengthening the institutional capacity through better skills development. In this regard, to execute **SKILLS DEVELOPMENT IN PUNJAB– LOT NAME**, PTEGP is engaging the Service Provider for rendering specialized and technical training services for and on behalf of PTEGP (“**Services**”).

**WHEREAS**, PTEGP requires a party for the provision of skills / vocational training to specified number of persons / trainees;

**WHEREAS**, Service Provider has represented to PTEGP that it has the capacity, capability, qualifications, expertise and experience in providing the vocational training PTEGP requires;

**WHEREAS**, Service Provider is desirous and has offered to provide the skills / vocational training to such persons / trainees to PTEGP, which are set out in more detail in **Appendix A, B, C & D** (the “**Training**”);

**WHEREAS**, PTEGP, while relying on the representations made by Service Provider and after assessing the proposal of Service Provider, has accepted the offer of the Service Provider, in terms hereof.

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

#### 1. RECITALS:

The Recitals hereof shall form an integral part of this Contract.

#### 2. CONSTITUENTS OF THE CONTRACT:

The recitals, terms and conditions of the Contract, the Appendices, and related items as proposed in Technical Proposal, Instructions and Data Sheet of the bidding document, Monitoring Business Rules, and exhibits attached with this Contract form an integral part of the Contract and are to be read as one document.

### **3. RELATIONSHIP OF PARTIES:**

- 3.1 The Parties understand and agree that nothing contained in this Contract shall be deemed to create any association, partnership, or joint venture relationship between PTEGP and the Service Provider.
- 3.2 The respective obligations and liabilities of the Parties shall be several, not joint or collective, and each Party shall be solely responsible for its own obligations.

### **4. COMMENCEMENT, DURATION & TERMINATION OF THE CONTRACT:**

- 4.1 This Contract shall come into force on the Effective Date and shall remain valid for xxxx months.
- 4.2 PTEGP may terminate the Contract in accordance with Clauses 16 to 19 of the General Conditions of the Contract.
- 4.3 Either Party may terminate the Contract by written notice to the other Party by one (1) month written notice if any of the following events occur:
  - (i) If a Party commits a material breach of its obligations under this Contract or any of the representations/warranties set out in this Contract proves incorrect in any respect; or  
  
If either Party becomes voluntarily or involuntarily the subject of proceedings (excluding any frivolous proceedings initiated by a party) under any bankruptcy or insolvency law, or other law or procedure for the relief of financially distressed debtors, or is unable, or admits in writing its inability, to pay its debt as they mature, or takes or suffers any action for its liquidation or dissolution, or has a receiver or liquidator appointed for all or a significant part of its assets.
  - (ii) If a state of Force Majeure continues for more than six (6) months after the notice of such Force Majeure is given by a Party as per this Contract.
- 4.4 Without prejudice to clause 4.3, PTEGP may terminate this Agreement at any time with a fifteen days' notice and without providing any reason.
- 4.5 In case PTEGP terminates this Contract as per Clause 4.3(i) and (ii) and 4.4 above, Service Provider shall be obligated to complete the batch undergoing training till the date of termination. Provided, however, PTEGP's right to terminate shall be without prejudice to the Service Provider's liability to pay liquidated damages and other liabilities as set out in Clause 18 of this Contract.
- 4.6 In case Service Provider terminates this Contract as per Clause 4.3(i) and (ii) above, Service Provider shall be entitled to payments against the Training completed till the date of termination. Provided, however, in such an event, Service Provider shall be obligated to complete any and all on-going Training as at the date of termination.
- 4.7 In case it is found that false information is submitted in the Bidding documents provided with the technical proposal and is not verifiable, this contract will be deemed to be void ab initio without any liability on PTEGP.
- 4.8 The Contract may be extended for an additional period and/or additional trainees on same cost and ToRs by mutual agreement of both parties.

### **5. COSTS & PAYMENTS:**

- 5.1 Subject to the Service Provider fulfilling its obligations set out herein to the satisfaction of PTEGP, PTEGP shall pay to the Service Provider, on a per trainee per month basis under this Contract subject to maximum overall cost as specified in **Appendix A**.
- 5.2 The payment of training cost will be subject to the terms and conditions specified in this Contract and Monitoring Business Rules attached as **Appendix C**.
- 5.3 Service Provider shall not receive any payment(s) from any other party in lieu of the training provided to PTEGP without PTEGP's consent in writing prior to accepting the aforementioned payment(s).
- 5.4 The Service Provider shall also not receive any payments for trainings conducted in contravention of the terms of this Contract and the same shall be deemed to be a waiver by the Service Provider.
- 5.5 PTEGP may at any time, by a written order, given to the Service Provider, through an amendment in the terms of the Contract, make changes within the general scope of the Contract, if required for the successful completion of the Contract. If any such change requires an amendment in the cost or the time required for the performance of the Service Providers obligations, an equitable adjustment shall be made to the contract price and the Contract shall accordingly be amended.
- 5.6 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 PTEGP 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, PTEGP 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.

**6. PAYMENT METHOD:**

6.1 The Training cost will be paid as per the following schedule:

| No. of Training Months                                    | No. of Instalments | %age of Training Cost  |
|---|--------------------|--|
| Number of Months of training as specified in the Contract | 3                  | <p>70% of total Contract price as specified in <b>Appendix A</b> will be divided by the number of months and will be paid monthly on the basis of eligible actual enrolment, satisfactory attendance and performance of the trainees. Adjustments will be made during each month for dropouts during the previous month and penalties as specified in Business Rules.</p> <p><b>10% of the total Contract</b> price as specified in <b>Appendix A</b> (on the basis of actual number of trainees) will be paid after end of training classes and completion of examination and certification.</p> <p><b>Last instalment 20%</b> of total Contract price after receiving the employment report by Service Provider within three months of</p> |

| No. of Training Months | No. of Instalments | %age of Training Cost  |
|------------------------|--------------------|--|
|                        |                    | completion of classes and subject to verification by call centre for one month along with other employment verification methods.<br>Note:<br><i>Final 1 (testing and examination) and final 2 (employment) payments will only be released once PBTE payment is settled by the TSPs</i> |

6.2. Where it is evidenced or found by PTEGP or any other authorised person of PTEGP that any overpayment has been made to Service Provider, Service Provider shall reimburse the said amount to PTEGP within fifteen (15) days of the date of PTEGP's demand. In case Service Provider fails to reimburse such amounts within the stated period, PTEGP shall be fully entitled to deduct such amounts at its sole discretion from any future payment to be made to Service Provider. PTEGP reserves its right under law to seek recovery of such amounts from Service Provider.

**7. PAYMENT CONDITIONS:**

7.1 Notwithstanding anything contained in this Contract or other related documents, Service Provider agrees and accepts that PTEGP shall be entitled to withhold the payments due to Service Provider in case of any investigation initiated by PTEGP or any of its affiliates against Service Provider on grounds of fraud, misrepresentation, provision of false information etc. and Service Provider shall not approach any court of law, regulatory authorities etc. for the release of the payments till the completion of the investigation.

7.2 The prices charged by the Service Provider and Services performed under this Contract shall not vary from the prices quoted by the Service Provider at the time of bidding, with the exception of any price adjustments authorized by PTEGP.

7.3 Duration of the assignment is 18 Months (training will be executed in phases is as per the scheduled provided in **Appendix A**) which is further extendable for another term on the same terms & conditions with mutual consent of both the parties. In case of any delays attributable to the Service Provider, PTEGP shall not be bound to make any payments for the trainings.

7.4 Applicable Government taxes, if any, shall be deducted at source by PTEGP before making any kind of payment to Service Provider.

7.5 The payments to Service Provider shall be made in PKR on the basis of actual numbers of eligible trainees which can be at maximum equal to the number as provided in **Appendix A**. Notwithstanding the actual number of eligible trainees, Service Provider will have to attend and rectify the justified observations of PTEGP and the monitoring team on overall training, failing which PTEGP shall have the right to make deductions on account of violations, demanding minor, major and/or on outcome of the employment as deemed fit by PTEGP.

7.6 The payment shall be made within thirty (30) calendar days of issuing of invoice. The report on employment will be shared by the Service Provider on prescribed format within 90 days after the completion of classes. The remaining and final payment of 20% amount will be made after verification of the employment records. Service Provider can claim payment within 6 months of the completion of the project and only those claims will be entertained which are submitted along with employment records within 90 days of class completion.

7.7 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions, and provisions of this Agreement, nor time or other indulgence granted by one Party to the

other, shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

## **8. OBLIGATIONS OF SERVICE PROVIDER:**

Service Provider shall fulfil the following obligations to the satisfaction of PTEGP:

### 8.1 SELECTION OF THE TRAINEES:

- a) Service Provider will be responsible for the selection of trainees from the target group / eligible trainees. Service Provider shall ensure that in case of excess demand for a particular course, preference will be given to fresh graduates having the required minimum educational level as defined in the relevant curriculum, those with aptitude for the trade on a professional basis (to exclude hobby-oriented applicants) and have the passion of the skills training. Service Provider will ensure that selection is done in a fair and objective manner, record of which shall be available with Service Provider and shall be shared with PTEGP.
- b) Service Provider shall mobilize the trainees, conduct marketing campaigns, build interest in skills training and invite applicants for the skills training according to the eligibility criteria defined by PTEGP.
- c) Service Provider shall ensure that only eligible candidates (as per Appendix-C) are admitted for training. In case of failure to comply with the requirement, PTEGP shall be entitled to impose a financial penalty on Service Provider.
- d) While selecting trainees, Service Provider must ensure that trainees that are enrolled in any other diploma program should not be considered. In case of any violation of this clause, such trainee shall be expelled, and since inception paid cost of such trainee/s shall be recovered from the Service Provider.
- e) Dual trainee is not allowed under this program/project.
- f) Service Provider shall select the trainees in accordance with the entry level qualification requirements for the program provided in **Appendix A** and as specified in Monitoring Business Rules (**Appendix C**) (as defined in the relevant curriculum).
- g) Service Provider shall enrol only those trainees who are of between the age of 18-45 years and have a valid CNIC issued by National Database and Registration Authority ("**NADRA**")
- h) Service Provider shall enrol only individuals belonging to the province of Punjab.
- i) The residence of the trainees can be determined from the temporary or permanent address on the trainee's Computerized National Identity Card. PTEGP shall revalidate the age and residence status of enrolled trainees as in Clause 8.7(e)(f).
- j) Service Provider shall not enrol the trainees in any additional courses or trades etc. other than those allocated by PTEGP.
- k) Service Provider shall arrange properly equipped training facilities as per curriculum requirements and/or equipment list mentioned in the curriculum which would include machinery, equipment, tools, classroom & lab / workshop furniture, and other basic facilities (e.g., washrooms, backup power, drinking water etc.). In case of deficiency, the Service Provider shall arrange additional training facilities as per requirement.
- l) Service Provider shall only engage competent and qualified instructors, principal, and support staff as per provided CVs (qualification and experience) mentioned in the curriculum.

- m) Service Provider shall ensure a minimum of thirty (30%) percent employment rate of the trained individuals upon completion of the training.
- n) Service Provider shall establish and maintain a proper Placement Cell at the institute. The Placement Cell will be required to establish linkages of trained persons with the employers / recruitment agencies and ensure placements of the trainees upon completion of training.
- o) Service Provider shall maintain a separate bank account and financial records relating to the PTEGP assignment(s).
- p) Service Provider shall provide Services in accordance with the Scope of Services attached as section 3.2 of the Bidding Document.

#### 8.2 CARE & DILIGENCE IN THE TRAINING:

Service Provider shall exercise care and diligence expected from a company of its category in the provision of the Training to the satisfaction of PTEGP and shall meet and deliver the performance of related activities as specified in this Contract and Monitoring Business Rules (**Appendix C**).

#### 8.3 PERFORMANCE STANDARDS OF THE TRAINING:

- a) Service Provider shall provide skills training and carry out related activities with the highest standard of professional, ethical competency, integrity, and quality of modules/material of training as per agreed standards set out in curriculum mentioned in **Appendix A**.
- b) Service Provider shall promptly replace any employee assigned under this Contract to impart training, whose performance is considered to be unsatisfactory by PTEGP or any other authorized person by PTEGP.
- c) Service Provider shall ensure that all the trainees who have completed the training programme are tested by the testing/certifying agencies mentioned in **Appendix A**.
- d) Any testing fee already paid by PTEGP to Service Provider shall be deducted from the payable training cost; provided there are extenuating circumstances, as determined by PTEGP, which prevented the trainee from appearing in the test.
- e) Service Provider must follow the monitoring Business Rules attached as **Appendix C**. Service Provider shall also follow the Monitoring Business Rules if there is any change during or before the initiation of the contract execution.

#### 8.4 PUBLICITY OF THE TRAINING PROGRAMS:

- a) Service Provider shall solely be responsible for the publicity / advertisement of the training event at the location and shall prominently display a banner / signboard. All training-related publicity / advertisement will be prepared keeping in view branding guidelines of PTEGP and shared with PTEGP. Due credit and visibility shall also be given to PTEGP in the publicity.
- b) It is mandatory for Service Provider to use the correct logo as per the shared guideline supplied by PTEGP.
- c) All marketing collateral must include PTEGP logo and must be approved prior to production by PTEGP.
- d) PTEGP reserves the right to penalize the Service Provider on the use of the logo.

#### 8.5 TRAINING MATERIAL AND EQUIPMENT:



- a) Service Provider shall be responsible for the provision of Machinery, Equipment, tools, and furniture as per requirement of the curriculum (**Appendix D**).
- b) Service Provider shall be responsible for the provision of training & learning materials including books / manuals, stationary, consumables etc. to all the trainees necessary for the provision of training as per the curriculum specified in the training plan and any other item as listed in **Appendix A**.
- c) No fee or charges shall be collected from the trainee under any pretext whatsoever.
- d) Service Provider shall be responsible to provide clean drinking water and toilet facilities to trainees during training hours and any other support such as transport, if required. The provision of such facilities shall not be charged separately to PTEGP or the trainees.

#### 8.6 QUALIFIED TRAINERS:

- a) Service Provider shall make its best efforts to ensure that trainers as mentioned in **Appendix B** are not replaced during the Contract period or if that is not possible, during an on-going batch. In case of unavoidable circumstances, it shall be obligated to replace the trainers, with persons of required qualifications, experience, and competence after getting prior approval from relevant department of PTEGP.
- b) It is the sole responsibility of the Service Provider to submit valid educational degrees / certificates after following due verification process. In case it is substantiated at any stage that Service Provider has submitted fake or forged documents, it may lead to rejection or blacklisting of the Service Provider.

#### 8.7 ACTUAL NUMBER OF TRAINEES:

- a) Service Provider shall be responsible for enrolling trainees as per numbers mentioned in the **Appendix A**.
- b) PTEGP will verify the CNIC through NADRA CNIC verification system to determine the age and the residence of the trainee and in this respect its finding shall be deemed conclusive. PTEGP will not make any payment in respect of a trainee who does not meet the minimum age criteria and / or is not resident of Punjab.
- c) Service Provider may enrol 10% additional trainees to compensate the dropouts at its own cost.
- d) Procuring Agency (PTEGP)'s Monitoring Team and/or assigned person may conduct as many visits as deemed fit to physically verify the number of trainees at the training facility of Service Provider and quality of training.
- e) Service Provider shall ensure that all trainees must have their original CNIC with them during the training program. If a trainee is found without CNIC in two consecutive visits, PTEGP may expel such trainee, or any other action as deemed fit may be taken.
- f) Service Provider shall provide information of each trainee using the specified form (trainee profile).

#### 8.8 STIPEND:

- a) The trainee will be paid a stipend of PKR 1,500 per trainee per month through third party by PTEGP as per the Monitoring Business Rules.

#### 8.9 REGULAR REPORTING:

- a) Service Provider undertakes to produce reports as per the **Monitoring Business Rules attached as Appendix C for training providers, or any subsequent amendment thereof** or as and when required by PTEGP. These reports shall be shared with PTEGP in electronic and/or hard copies as required by PTEGP. Any advice of PTEGP thereon shall be binding upon Service Provider.
- b) Service Provider agrees to give access to the staff of PTEGP or any other person / organization, authorized by PTEGP, to the training facility, and provide documentary as well as other information during and after the training required by PTEGP or any other authorized person.
- c) Service Provider must provide complete and accurate reports as per the schedule set out by PTEGP.

#### 8.10 EMPLOYMENT OR SELF-EMPLOYMENT:

- a) Service Provider shall ensure employment commitment of the trained persons under this contract as mentioned in **Appendix A**.
- b) Service Provider shall provide/upload data on designated portal/system/platform.
- c) A financial penalty shall also be imposed on Service Provider if it transpires through any source that the trained person is already employed with Service Provider. Appropriate action will also be taken against the trained person.

#### 8.11 TESTING AND CERTIFICATION:

- a) Service Provider shall present all its trainees (excluding ineligible, double or dropped out enrolees) to PBTE or any other testing agency for trade testing as provided in the **Appendix A**.
- b) Service Provider shall be obliged to provide any information demanded by the Punjab Board of Technical Education, in respect of trainees or training places and will facilitate the Board in conducting the trade test. Service Provider's responsibilities include provision of machinery, equipment, tools, furniture and consumables required for conduct of the trade test.
- c) Testing and Certification fee will be paid to Punjab Board of Technical Education (PBTE) by the Service Provider.
- d) Service Provider shall, on best effort basis, handover certificates directly to the trained persons and provide evidence of the same to PTEGP.
- e) Examination fee shall not be deducted if the trainees are absent/do not appear in exam, as the Service Provider would have already paid for the said trainee to PBTE via bank draft/Pay Order by 5th of the last month of training for particular batch.
- f) Training cost, however, shall be deducted for the failed trainee/s as per the set business rules as specified in Appendix C.

#### 8.12 DURATION OF TRAINING:

The total training duration and curriculum to be adopted as specified in **Appendix A** by PTEGP. Service Provider shall use all reasonable endeavours to ensure that the Training is provided within such timelines as may be specified in the Contract.

#### 8.13 RECORD KEEPING:

- a) Service Provider shall retain and maintain all records related to the contract during the life of the contract and five (5) years after the expiry of this Contract.
- b) Service Provider shall maintain updated trainees addresses and telephone numbers to carry out tracer study of trainees after the completion of training.

#### 8.14 SUPPORT STAFF:

- a) Service Provider shall be responsible to engage required support staff at its own cost and expense.

#### 8.15 FACILITATION TO MONITORING TEAM:

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

#### 8.16 GRADUATION CEREMONY:

Service Provider may arrange graduation ceremony at the completion of training and informing PTEGP at least one (1) week before the ceremony. In case the certificates by the external testing agency are delivered after the graduation ceremony, Service Provider shall take full responsibility of delivering the certificates to individual trainees by registered post.

### **9. REPRESENTATIONS AND WARRANTIES:**

9.1 Service Provider hereby represents, warrants and where applicable undertakes to PTEGP that:

- (a) It has submitted the performance guarantee, if applicable;
- (b) It has represented its previous experience correctly and accurately and without any fraud or misrepresentation;
- (c) It has understood the rules and regulations of PTEGP and shall comply with the same throughout the term of this Contract.
- (d) It has the legal right and capacity to enter into this Contract and the execution and delivery of this Contract has been duly and validly authorized and no proceedings on part of any person are necessary to authorize this Contract or to consummate the transactions contemplated hereby.
- (e) It is a company validly existing and carrying on its business under the laws of Pakistan.
- (f) The Service Provider shall comply with the provisions of the AML Act 2010 and all other relevant enactments that impose an obligation to conduct Customer Due Diligence and to ensure that Know-Your-Customer policies are formulated and followed at all times.
- (g) It has the required professional skills, knowledge, expertise technical and financial resources required for the purposes of providing the Training in relation to this Contract.
- (h) It has the power and authority under its respective Memorandum and Articles of Associations to enter into and perform this Contract and the transactions contemplated hereby, and its entry into and performance of this Contract and the transactions contemplated by it does not constitute

a breach of any obligation or default of its Memorandum and Articles of Associations and/or any agreement/contract by which it is bound.

- (i) It has and will comply with all laws regulating labour and workmen including those prohibiting child labour.
- (j) The execution and performance of this Contract does not constitute a violation of any applicable laws of Pakistan and/or any agreement/understandings to which any or each of the said Parties are bound by.
- (k) It shall not undertake assignments where there may be a conflict of interest as noted in Clause 18 of this Contract.
- (l) It possesses all requisite licenses, qualifications, certifications, registrations, regulatory approvals etc. for entering into, and performing its obligations under this Contract.
- (m) There are no proceedings pending, or threatened, (i) for its dissolution or bankruptcy or (ii) that could adversely affect the performance of its respective obligations under this Contract, or the transaction contemplated hereby.
- (n) It shall perform its obligations with all due diligence and efficiency and to the satisfaction of PTEGP and shall exercise such skill and care in performance of the same in accordance with the best professional techniques, standards and practices in the training industry in engagements of similar scope, complexity and duration.
- (o) It shall perform the Training and carry out its obligations under this Agreement in accordance with the applicable laws, and relevant rules and regulations, from time to time, in force in Pakistan and to the full satisfaction of PTEGP.

## **10. ENTIRE AGREEMENT**

This Agreement, together with the Annexures A, B, C & D constitutes the entire agreement and understanding of the parties with respect to its object and supersedes and cancels any prior representation, commitment, undertaking or agreement between the parties, whether oral or written, with respect to or in connection with any of the matters or things to which such Agreement applies or refers. Specifically, the Business Rules attached as Annexure C shall form an integral part of this Agreement.

## **11. WORKING DAYS / TRAINING HOURS:**

The number of working days per week and number of working hours per day shall be as agreed in the training plan in **Appendix A**. However, it is expected that the course work will be completed during the number of months specified in **Appendix A** and Study Plan even if additional hours of training are required.

## **12. CONFIDENTIALITY:**

Neither Party shall disclose any proprietary or confidential information relating to this Contract or to the other Party's business or operations without the prior written consent of that Party during the Contract period or three (3) years after the expiration thereof.

## **13. AUDITS:**

Service Provider is bound to submit its record including financial record for audit by PTEGP or an entity nominated by PTEGP in this regard on as and when required basis.

#### **14. RIGHT TO AUDIT**

PTEGP reserves the right to audit the accounts, books, statements etc. of Service Provider at any time during or after the term of this agreement in connection with the funds, consideration, payment received etc. under the agreement.

#### **15. FRAUD & MISAPPROPRIATION:**

- 17.1 Service Provider undertakes that neither the Service Provider nor Service Provider's Personnel and any Partner shall attempt or commit any fraud, deception, financial or procedural wrongdoing in relation to the performance by Service Provider of its obligations under the Contract and shall immediately notify to PTEGP of any circumstances giving rise to a suspicion that such wrongful activity may occur or has occurred.
- 17.2 That if any fraud or misappropriation is found by PTEGP or his authorized personnel, PTEGP may adopt any course provided under the laws of Pakistan against Service Provider and or his employee(s).

#### **16. CONFLICT OF INTEREST:**

- 18.1 Neither Service Provider nor any of Service Provider's Personnel / employee shall engage in any personal, business, or professional activity which conflicts or could potentially conflict with any of their obligations in relation to this Contract.
- 18.2 Service Provider shall not provide any assistance to any other person/entity in conflict with PTEGP or provide services for any assignment to another client.
- 18.3 Service Provider shall notify PTEGP on a timely basis. Depending on the circumstances, Third Parties may be required to put in place appropriate measures to manage the conflict of interest or sensitive situation.

#### **17. INTELLECTUAL PROPERTY RIGHTS & TECHNOLOGY:**

The intellectual property and technology rights including studies, report, other material, graphic, software, training modules etc. produced by Service Provider as an exclusive and direct consequence of PTEGP's funding shall be the sole and exclusive property of PTEGP and shall be considered to be commissioned works and the Service Provider shall not have any rights in the material produced by the Service Provider.

#### **18. OBSERVATIONS OF CLIENT AND LIQUIDATED DAMAGES:**

- (i) If for any reason PTEGP has observations with any aspect of the Training provided under this Contract by Service Provider, it will notify the same to Service Provider together with justified reasons and suggestions thereupon in writing. Service Provider shall address such observations of PTEGP within seven (07) days of PTEGP's notice and report to PTEGP.
- (ii) If Service Provider does not address PTEGP's observations within stipulated time given hereinabove, PTEGP may withhold or deduct the proportionate cost of training or cancel the Contract with applicable liquidated damages given in Clause 18 hereinafter.
- (iii) if the Service Provider fails to provide the Services as per requirement/ within the period(s) specified in this Contract, PTEGP 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 the Special Conditions of the Contract ("SCC") of the 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, PTEGP may consider termination of the Contract

pursuant to the General Conditions of the Contract ("GCC") Clause 16 along with other remedies available under PPR-14.

**19. BLACKLISTING AND LIQUADATED DAMAGES etc.:**

- (i) That after signing of the Contract if Service Provider could not start any of the training(s) and abandons the Contract without any cogent reasons, then PTEGP may blacklist and bar Service Provider and its directors/proprietors from participating in future PTEGP-funded scheme.
- (ii) That Service Provider shall complete its obligations provided in this Contract and in case the Service Provider abandons any training / batch (es) and does not complete the same then the Service Provider shall give back the excess amount it has received from PTEGP for such training(s) / batch (es).
- (iii) That PTEGP may impose liquidated damages if serious, major or minor violations are determined by PTEGP if they evidence that Service Provider is not meeting with the set criteria of training given in the training plan.
- (iv) After signing the Contract, if Service Provider is unable to fulfil its obligations and abandons PTEGP without any cogent reason, Service Provider may be blacklisted by PTEGP and may be prohibited from participating in any PTEGP funded schemes in the future.

**20. DISPUTE RESOLUTION & GOVERNING LAW:**

- (i) The Parties will attempt in good faith to resolve all disputes, in the first instance, through mutual good faith negotiations. In case the Parties fail to resolve the dispute through mutual good faith negotiations within one month of the dispute arising, then the dispute shall be settled through arbitration in accordance with the Arbitration Act 1940 and any award given by arbitrator(s) shall be binding on the Parties.
- (ii) Nothing herein contained shall bar either Party's right to obtain injunctive relief from a court of competent jurisdiction.
- (iii) This Contract shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan. The communication language shall be English.

**21. LIABILITY:**

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

Service Provider shall have no claim against PTEGP for any liability whatsoever. In this regard, PTEGP's liability shall be excluded to the fullest extent permitted under law and to the extent it cannot be excluded under law, the maximum overall liability of PTEGP shall not exceed PKR 1000 for any claims and losses in connection with this Agreement in the event of willful default on the part of PTEGP.

**22. ASSIGNMENT & SUB-CONTRACTING:**

Service Provider shall not assign the Contract in whole or in part and cannot sub-Contract any of its obligations under this Contract. In case it has been substantiated that Service Provider has involved a consortium or partnership for the completion of the obligations under this agreement without declaration in the bidding document or in violation of the bidding documents, PTEGP shall be entitled to terminate this agreement at any time after the imposition of penalties for violation.

**23. MODIFICATIONS:**

No modification, waiver, or amendment of any term or condition of this Contract shall be effective unless and until it shall be reduced to writing and signed by both Parties hereto or their authorized representatives.

**24. WAIVER:**

- (i) Failure by either Party at any time to require performance by the other Party or to claim a breach of any term of this Contract will not be construed as a waiver of any right under this Contract, will not affect the subsequent breach, will not affect the effectiveness of this Contract or any part thereof, and will not prejudice either Party as regards to any subsequent action.
- (ii) Service Provider's failure to submit the complete invoices on time shall be deemed to be a waiver of its right to the payment under the Agreement.

**25. FORCE MAJEURE:**

Neither Party hereto shall be liable to the other for any failure whether total or partial to fulfil any obligation or duty under this Contract if any delay or failure in performance of their required obligations is attributable to any cause beyond the control of the parties including but not limited to any act of Government, act of God, fire, storm, flood, unusually severe weather, sabotage, embargo, war (whether declared or not), civil or military unrest, riot, or other causes beyond the reasonable control of the Parties, provided, that prompt written notice of such delay or suspension is given by one Party to the other Party. Upon receipt of said notice, the time for performing shall be extended for a reasonable period of time necessary to overcome the effect of such delays.

**26. INDEMNIFICATION:**

Service Provider agrees to indemnify and hold harmless PTEGP, its present and future offices or directors (or officials), employees and agents, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses incidental thereto, which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or any violation of alleged violation of law, to the extent caused by (1) the default of any covenant, agreement of obligation contained in this Contract by Service Provider or (2) the acts of omissions by Service Provider or its affiliates, parents, subsidiaries or their respective officers, directors, employees or agents associated with the Training specified herein and (3) in case of any liability including third party liability arising out of investigation initiated by PTEGP against Service Provider.

**27. CORRUPTION AND BRIBERY:**

Service Provider shall not engage in corruption, bribery or any activity (including improper payments) that may imply involvement in corruption or bribery when working for or with PTEGP. Service Provider shall not accept or provide any gifts or favours on behalf of PTEGP.

**28. HEALTH AND SAFETY:**

Service Provider shall provide a healthy and safe working environment. They shall minimise and respond to health and safety incidents and accidents occurring in the workplace and provide adequate personal protective equipment.

**29. HARASSMENT:**

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

**30. DISCRIMINATION:**

Service Provider shall not engage in discrimination based on race, colour, biological sex, nationality, religion, any type of disability or physical characteristics, marital status, sexual orientation, gender identity, social class, and age.

**31. REPORTING VIOLATIONS:**

Service Provider shall report, and act to correct, any suspected violations of regulations, laws, or the Third-Party Code. Violations must be reported in a timely manner to the PTEGP contact person. Suspicions may also be reported confidentially and without fear of retaliation using the following email address: hr@PTEGP.org.pk

**32. CODE OF CONDUCT**

Service Provider agrees to be bound by the rules, regulations, code of conduct etc. of PTEGP at all times during the course of this agreement or the trainings.

**33. NOTICES:**

All notices under this Contract shall be given at the respective registered offices of the Parties. All other communications required or permitted by this Contract shall be given in writing by registered mail, acknowledgment due, or by fax or telex or telegram or email confirmed simultaneously with registered mail, acknowledgment due and shall be addressed:

If to **PTEGP**

Attention: Project Director  
Organization: Punjab Tourism for Economic Growth Project  
Address: 175-A Upper Mall Scheme, Lahore, Pakistan  
E-Mail:

If to **Service Provider:**

Attention:  
Organization:  
Address:  
E-Mail:

or to such other addresses as the Parties may, from time to time, designate.

**IN WITNESS WHEREOF** the Parties hereto set their hands and subscribed signatures hereunto at the location, on the day, month and the year first above mentioned in presence of the witnesses.

|                                    |   |
|------------------------------------|---|
| For and behalf of <b>Employer:</b> | For and behalf of <b>Training Service Provider:</b> |
|------------------------------------|---|



|  |                                      |
|--|--------------------------------------|
| Signature _____<br>Project Director<br>PMU-PTEGP | Signature _____<br>_____<br>M/s----- |
|--|--------------------------------------|

Witnesses

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Witnesses

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

**Appendix A – (Scheduling & Financial Details)**

| <b>Name of Firm</b> | <b>Trade Name</b> | <b>Class Code</b> | <b>Duration (in Months)</b> | <b>Trainees per Class</b> | <b>Start Date</b> | <b>End Date</b> | <b>Minimum Training Hours</b> | <b>Trainee Gender</b> | <b>Training Cost Per Trainee Per Month (Inclusive of all Applicable Taxes)</b> | <b>Total Cost per Class (Inclusive of all applicable direct &amp; indirect Taxes)</b> | <b>Employment Commitment</b> |
|---------------------|-------------------|-------------------|-----------------------------|---------------------------|-------------------|-----------------|-------------------------------|-----------------------|--|---|------------------------------|
|                     |                   |                   |                             |                           |                   |                 |                               |                       |  |   |                              |

**Appendix – B (Trainer Details)**

| <b>Instructor Name</b> | <b>Experience</b> | <b>Qualification</b> | <b>CNIC Number</b> |
|------------------------|-------------------|----------------------|--------------------|
|                        |                   |                      |                    |

## Appendix – C (Monitoring Business Rules)

### BUSINESS RULES Formal Training Institutes

The table specifies key performance indicators which are required to be followed by training provider and the same will be observed during the visits by Third Party Monitoring Firm (TPM). In case of further inquiry is required, PTEGP may investigate and condone the reported observations.

#### MONITORING PRACTICES:

- Centre inspections can be conducted anytime during training period
- Verification of consumables will be carried out on monthly basis through trainee perception
- At least 2 monitoring visits will be carried out during a month
- Post training employment verification will be conducted after the completion of training for one month.

| Compliance Risk              | No. | Key Indicators   | Description of key indicator   |
|------------------------------|-----|--|--|
| Centre Readiness             | 1   | Unannounced centre relocation  | The training centre is relocated to a different site without prior approval from PTEGP   |
|                              | 2   | Non-functional Classes   | Class is locked/trainers or trainees are not present. Trainees found present, but class is not in progress due to any reason. e.g. non-availability of Instructor, backup source of electricity (Subject to the trades) or trainees found involved in any other activities instead of training. <sup>1</sup>   |
| Trainee Selection Compliance | 3   | Selection/enrolment of vulnerable trainees in line with BISP poverty score and DAE's | <ul style="list-style-type: none"> <li>• Trainee age should be 18 years with upper age limit of 35 years by start of course.</li> <li>• Should be in line with BISP poverty score</li> <li>• Trainees previously enrolled in DAE programs from PBTE should not be enrolled except in trainings courses where DAE is the Pre-requisite of advance level course<sup>2</sup></li> </ul> |

<sup>1</sup>Class Duration>1 month:

**First month non-functionality:**

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

**Second Month non-functionality:**

If class is reported as nonfunctional in one visit out of two visits, 5% penalty will be imposed. If class is reported as non-functional in both visits in second month no payment will be made.

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

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

<sup>2</sup> If at any stage of training, non-compliance on trainee induction criteria is identified by PTEGP, entire training cost of such trainee will be deducted since inception.

|                          |   |                               |   |
|--------------------------|---|-------------------------------|---|
| Participation Compliance | 4 | Marginal Trainee              | <p>If class &gt; 1-month. Trainee will be considered as Marginal if not found in all visits of any given month.</p> <p>"For every marginal trainee regardless of the month an immediate deduction of Rupees 200 will be made from stipend."</p> <p>Trainee will be considered marginal if not found in one visit of class &lt;=1 month.</p>   |
|                          | 5 | Confirmed Marginal (Drop out) | <p>Trainee marked absent in two consecutive months during TPM visits with course duration &gt; 1month (Dropout)</p> <p>In case of duration &lt;= 1-month trainees remaining absent in all visits will be dropout.</p>   |
|                          | 6 | Fake & Ghost trainee          | <p><b><u>Ghost Trainee:</u></b></p> <p>A trainee marked present in attendance register but found physically absent during two consecutive visits by TPM.</p> <p>Below are the series of actions to be undertaken once Ghost trainee/s is identified:</p> <ol style="list-style-type: none"> <li>a) An <b>explanation letter</b> will be issued within <b>3 working days</b> by PTEGP after incident notified by TPM.</li> <li>b) A written response must be received from Firm's side regarding actions to be taken for mitigating the risks of ghost trainee within <b>5 working days</b> from issuance of explanation letter by PTEGP.</li> <li>c) A <b>warning letter</b> will be issued if Ghost trainee is established.</li> <li>d) Identified trainee will be expelled from training and complete training cost of individual will be deducted since inception if established.</li> <li>e) A capacity building session shall be conducted by allocated Key Account Manager (KAM) / Regional Team at that particular training location, within one week after establishment of Ghost trainee for better understanding of business rules and defining strategy to overcome risk in future.</li> <li>f) A penalty of 20% training cost of class monthly invoice will be imposed if established.</li> </ol> <p><b><u>Fake Trainee:</u></b></p> <p>A trainee whose physical verification through trainee Profile / trainee CNIC does not match with the present trainee during any monitoring visit by TPM Monitors &amp; PTEGP officials.</p> <p><b><u>First Occurrence:</u></b></p> <ol style="list-style-type: none"> <li>a) If more than one trainee is identified as Fake trainee during TPM monitor/ PTEGP official visit after first month of class (at any location in any batch &amp; in any scheme), it will be considered as first occurrence.</li> </ol> |

|  |  |   |
|--|--|---|
|  |  | <p>b) If only one trainee is identified as Fake during TPM monitor/ PTEGP official visit after first month of class (at any location in any batch &amp; in any scheme), it will not be considered as first occurrence. If same incident occurs in any subsequent visit by TPM monitor / PTEGP official, then it will be considered as first occurrence.</p> <p><b>Actions to be taken after First Occurrence:</b></p> <p>a) An explanation letter will be issued within <b>5 working days</b> to respond to the occurrence.</p> <p>b) A written response must be received from Firm's side regarding cause of occurrence of Fake trainee within <b>7 working days</b> from issuance of explanation letter.</p> <p>c) Based on Firm's response and after meeting with Firm if first occurrence is established, PTEGP will issue a warning letter to Firm.</p> <p>d) Key Account Manager (KAM) will prepare an action plan in consultation with Firm to mitigate such occurrences in future within <b>30 days</b> after first occurrence reported. The action plan may consist of following but not limited to i.e.</p> <p>(i) A capacity building session/s of all relevant staff of all locations of Firm shall be conducted.</p> <p>(ii) Firm will:</p> <ul style="list-style-type: none"> <li>• Conduct orientation of all relevant staff of Firm about business rules and monitoring policies of PTEGP and get their signatures for PTEGP review and record.</li> <li>• Ensure that trainee must bring their original CNICs on daily basis.</li> <li>• Check trainees physically with their original CNICs.</li> <li>• Ensure that PTEGP funded trainees must attend class.</li> <li>• Female Instructor must verify female trainees in case of veil.</li> </ul> <p>e) Firm will sign off &amp; implementation of action plan within <b>20 days</b>.</p> <p>f) KAM will conduct follow up visits to ensure the implementation of action plan &amp; submit the report within <b>10 days</b> that Firm has implemented all the action points.</p> <p>g) The entire process from the day of first occurrence till completion of Action plan will take <b>60 days</b>.</p> |
|--|--|---|

|  |  |  |
|--|--|--|
|  |  | <p><b>Treatment of Fake trainee from First Occurrence:</b></p> <ul style="list-style-type: none"> <li>a) Identified trainee/s will be expelled from training and complete training cost of individual will be deducted since inception.</li> <li>b) A penalty of 20% training cost of class monthly invoice will be imposed.</li> </ul> <p><b>Second Occurrence:</b></p> <p>If any fake trainee is identified after the submission of report of action plan implementation by KAM at any location in any batch in any scheme within one year of first, the incident will be considered as second occurrence.</p> <p><b>Actions after second occurrence of Fake trainee:</b></p> <ul style="list-style-type: none"> <li>a) Payments of all schemes of Firms will be withheld.</li> <li>b) Firm status in SAP will be marked in active until completion of inquiry.</li> <li>c) PTEGP will request to Firm for <b>explanation</b> of second occurrence within <b>5 days</b> of reporting by TPM/ PTEGP official.</li> <li>d) Firm will provide written explanation with 10 days.</li> <li>e) An inquiry committee will be constituted by PD, PTEGP consisting of 3 members if Firm contest against the identification of fake trainee.</li> <li>f) The committee will share its findings within <b>30 days</b>.</li> </ul> <p><b>Treatment of Second occurrence of Fake trainee:</b></p> <ul style="list-style-type: none"> <li>(a) The identified trainee/s will be expelled, and complete training cost will be deducted since inception if established.</li> <li>(b) A penalty of 20% training cost of class monthly invoice will be imposed if established.</li> <li>(c) Contract with Firm will be terminated in all ongoing schemes and Firm will not be awarded any new contract for one year from date of second occurrence.</li> <li>(d) The classes in progress of all ongoing schemes will be completed and payments of Firm will be made after all necessary deductions &amp; completion of inquiry.</li> <li>(e) The ready/ Planned classes of all ongoing scheme will be considered as cancelled.</li> <li>(f) Firm may be debarred to work with PTEGP for a period of 1 year from date of second occurrence.</li> </ul> |
|--|--|--|



|   |    |   |  |
|---|----|---|--|
|   | 7  | Accuracy of attendance register (visit day) | <p>a) Attendance is not marked in the register.</p> <p>b) A trainee is marked present but found absent.</p> <p>c) A trainee is dropped out but marked present in the register.</p> <p>d) Trainee names of current and previous months will be compared. If trainees name deleted / added, the same will be reported. All above scenarios (a, b, c &amp; d) will be reported in trainee count. <sup>3</sup></p> <p>e) Register format not followed</p> <p>f) Trainee attendance register is not available</p> <p>g) Cutting/ overwriting/ interlineation/ blank spaces observed in the attendance register.</p> |
|   | 8  | Physical Count                              | If the trainee's attendance is less than 80% of enrolled trainees (excluding dropouts) an amount shall be with held using percentage point difference formula and is reimbursed if the attendance reaches 80% in subsequent month or forfeited if the attendance continues to remain below 80% <sup>4</sup>  |
|   | 9  | Any fee charged from trainees               | The trainee/s report/s about payment of any kind of fee at any time during the training  |
| <b>Deliverable Compliance</b>           | 10 | verification of deliverables from trainees  | Uniform/Bags cost & stipend payments (If applicable) will be deducted in proportion to verification results. Third party verification will be carried out for a maximum of two times.  |
| <b>Qualitative Compliance</b>           | 11 | Teacher Change                              | Will be recorded as serious violation without prior approval from PTEGP and only allowed if qualification & experience is equal/higher than previously changed.  |
|   | 12 | Books/manual/hand-outs                      | More than 20% trainees report non-supply of books/manuals. However, same will not be recorded during 1st Month of training.  |
| <b>Assessment Compliance</b>            | 13 | Failed trainees/Absent Trainees             | 10% training cost will be deducted in case fail trainees are above 20% threshold. Testing fee will be deducted for all absent trainees in examinations   |
| <b>Employment Commitment Compliance</b> | 14 | Committed employment targets                | <p>Payment against committed employment targets will be released as follows;</p> <ul style="list-style-type: none"> <li>• 80% &amp; above verified; Full payment will be released.</li> <li>• If 50% - 79% verified: Proportional payments will be released as per the verification results.</li> <li>• If verified employment commitment remains less than 50% payment will be made to the number of verified employed trainees only.</li> </ul>  |

<sup>3</sup> Attendance will only be considered for those trainees whose trainee profiles are received and accepted by PTEGP.

<sup>4</sup> The amount deducted will be eighty percent of trainees minus trainee's present, multiplied by training cost

|  |           |                          |   |
|--|-----------|--------------------------|---|
| <b>Contractual to Enrolment Compliance</b> | <b>16</b> | No. of Cancelled classes | For a given scheme, if number of cancelled classes of a training provider is more than 20 percent of the entire contractual classes awarded to that training provider, 10% contractual training cost of cancelled classes will be deducted. |
|--|-----------|--------------------------|---|

- Inquiry will be held in case of reported observations cited at serial no. 1, 6,9 & 11. Inquiry can result up to 20% fine in training cost of monthly invoice.
- 5% fine will be imposed in the case of non-compliance of key indicators listed at 2,7 & 12 along with splitting/merging of classes.
- 2% additional fine will be imposed against each indicator if non-compliance of more than three below listed indicators are recorded.
- Shift /Time changed unannounced, Maintenance of stipend register (If applicable), Provision of Consumables, Trainee ID card; Uniform; Stationery, Bags, Payment of stipend (If applicable), Study plan provision & contractual credit hours not being followed<sup>5</sup>
- Violation against Trainee ID card, uniform, stationery and bags will not be recorded in first month of training.
- No deductions against reported observations will be applied during the first invoice of training contract **(Except listed at 1, 2, 6, 9, 11)**
- In any given month, the financial deductions imposed will not exceed 20% of the monthly invoice for the class except observations listed at serial 1, 2, 6,9 & 11
- In case of missing or unverified CNICs PTEGP will withhold training cost of such trainees since inception. The same amount will be released only once PTEGP receives valid CNICs for such trainees.
- Short Leave Rule; Up to 10% of enrolled trainees on visit day, however those trainees who were reported as marginal cannot avail short leave in subsequent month.
- Drop out allowance for any class is 20%.

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<sup>5</sup> If compliance is less than 80% where applicable



### Further Rules

1. Training service provider is required to start their classes as per the contract start date. No extra time will be given for trainee profile submission and inception reports (as specified in PTEGP business rules).
2. Stipend payments (if applicable) will be deducted in proportion to verification results run by call centre agency while processing the final invoices.
3. Examination fee will be deducted on account of testing & certification in case of absent and drop out (after registration with PBTE) Trainee.
4. In case of international certification, the trainee must qualify both theoretical and practical exam of both the modules, only then a trainee will be considered pass. Registration, testing and certification fee will be reimbursed upon successful passing of examination of all (Practical & theoretical modules).
5. Training service provider is required to enter correct trainee data i.e. CNIC issue date and CNIC number. If Firm fails to follow the instructions the invoice will be released in next month.
6. In case training service provider entered wrong trainee data in MIS, no stipend will be released until the correct data is provided by Firm. In this case, the stipend will be released in next due disbursement cycle.
7. Any kind of correction of trainee data (CNIC, Phone numbers etc.) needed for stipend disbursement will not be entertained after completion of class.
8. Firm can't enrol any trainee without valid CNIC issued by NADRA. No trainee can be enrolled based on B-form.
9. Every trainee must keep original CNIC with him during Third Party Monitoring visit. Trainee will be considered as "Absent" in case of non-availability of CNIC. "Marginal trainee rules" will be applicable on trainee if not found compliant with the requirement and considered as "**Expelled trainee**".
10. Business rule are subject to change time to time and will be communicated through an email, if any.

## Annexure - D

### DECLARATION

I am the authorized representative of [TSP Name] and have been duly authorized to affirm, declare and undertake as under for and on behalf of the [TSP Name].

I the Deponent do hereby solemnly affirm, declare and undertake on oath as under:

1. The [TSP Name] has duly authorized me to affirm, declare and undertake on oath the statements made hereunder for and on behalf of the [TSP Name] and to bind the [TSP Name] with respect thereof and I am the authorized agent of the ' . '
2. The [TSP Name] shall ensure compliance with any and all of its obligations under the Vocational Training Contract dated xx March 2023.
3. The [TSP Name] shall solely and completely be responsible for the provisioning of the Machinery, Equipment, tools and furniture as well as any other item required under the Vocational Training Contract.
4. The [TSP Name] shall ensure that such Machinery, Equipment, tools and furniture as well as any other item required under the Vocational Training Contract is present and available at all times throughout the term of the Vocational Training Contract.
5. In case of breach or default by the [TSP Name] of its obligations under the Vocational Training Contract or the statements made herein, the [TSP Name] shall be fully liable for its breach and/or default to PTEGP in accordance with law and the provisions of the Vocational Training Contract.
6. In case any of the declarations made herein are violated or turn out to be false, the PTEGP shall have the right to exercise any and all remedies or actions against the [TSP Name] and the deponent as available under law.
7. The information provided and submitted at the time of bidding, during the term of the Contract etc. was and shall continue to be accurate and we will inform PTEGP in writing in case of any changes in the information which shall entitle PTEGP to terminate this Contract.
8. In case of such violation or misdeclaration, the PTEGP shall also have the absolute right to forthwith terminate the Vocational Training Contract and in case of such termination the [TSP Name] shall have no claim or action whatsoever against the PTEGP.

**DEPONENT**

#### **Verification:**

It is verified, on oath, at Lahore on this September 2023 that the contents of the above declaration are true, correct and binding and nothing has been concealed in this regard.

**DEPONENT**

## Section IX- Check List

*[To be signed and stamped and presented on Bidder's letter head]*

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

| Sr.<br># | Detail   | Responsive | Non-responsive |
|----------|--|------------|----------------|
| 1        | Technical Proposal does not contain any financial cost disclosure.   |            |                |
| 2        | Technical Bid Form (as per <b>form 8.6</b> of Bidding documents) on letter head of the firm duly signed and stamped. |            |                |

**Stamp & Signature of Bidder** \_\_\_\_\_