

National Vocational & Technical Training Commission of Pakistan



REQUEST FOR PROPOSALS JOINT VENTURE/PARTNERSHIP SEEKING PROPOSALS FOR UPLIFTING TVET SECTOR IN PAKISTAN “INCLUDING GILGIT-BALTISTAN AND AZAD JAMMU & KASHMIR FOR:

- I. SKILLS AND TECHNICAL TRAINING ESPECIALLY IN NEW AREAS/TRADES**
- II. RESEARCH AND DEVELOPMENT IN TVET**
- III. EMPLOYMENT GENERATIONS IN DOMESTIC AND INTERNATIONAL MARKET**

Submission of Bids: (05-01-2024 at 3:00 PM)

Opening of Bids: (05-01-2024 at 4:00 PM)



GOVERNMENT OF PAKISTAN
NATIONAL VOCATIONAL & TECHNICAL TRAINING
COMMISSION

NAVTTTC Headquarters, Plot 38, Kirthar Road, Sector H-
9/4, Islamabad 051-9044300, 051-9206638,

<http://navttc.gov.pk>



**REQUEST FOR PROPOSALS FOR
TVET UPLIFTING IN PAKISTAN**

National Vocational & Technical Training Commission (NAVTTTC), Government of Pakistan, invites the sealed proposals from interested Public and Private Sector Organizations, Universities, Industrial Associations /Trades Unions/NGo's and Private businesses and other TVET Institutes registered with relevant forum as **“JOINT VENTURE/PARTNERSHIP FOR UPLIFTING TVET SECTOR IN PAKISTAN** “including Gilgit-Baltistan and Azad Jammu & Kashmir as under:-

- i. **Skills and technical training especially in new areas/trades.**
- ii. **Research and Development in TVET .**
- iii. **Employment generations in domestic and international market.**

2. The interested bidders must be technically sound and registered with respective authorities in Pakistan. They should possess the relevant experience and proven track record with local and international experiences in skill gap identifying new areas of skill and technical training of work force and professionals. The bidder shall demonstrate the capacity to complete the requisite tasks / assignments of NAVTTTC's skill development programmes and also suggest practical and effective ways and means for improvements on the basis of evidence, data and research. Priority will be given to the innovative ideas.

3. The comprehensive proposals should be reached at the following address on the prescribed tender document by **05-01-2024 upto 3:00 PM**, which will be opened on same date at **4:00PM** in presence of the bidders/ their representatives. The qualification documents can be downloaded from our website: <http://navttc.gov.pk> and <http://www.ppra.org.pk>. Incomplete proposals or late submissions shall not be entertained. The PPRA rules shall be applicable in procurement of works / services.

Director General (P&D)

Ph: 051-9044307

Section 2

INTRODUCTION

National Vocational & Technical Training Commission (NAVTTTC) as the apex organization at federal level for policy making, standardization, regulation and coordination of TVET sector, is making all out efforts for the development and uplift of the sector in Pakistan. NAVTTTC has ensured the establishment of the National Accreditation Council. NAVTTTC programmes are meeting the needs and demands of Pakistani youth and senior functionaries, keeping abreast of the requirements of the latest technologies in high-tech trades of the industry and providing more training in Hi-tech sector. NAVTTTC has launched and operationalized the NAVTTTC's National Employment Exchange Tool (NEXT) Skilled Database and Jobs portal, sharing data, refurbishing & connecting data of all TVET trainees and entities in the country, and Job Placement facilities. NAVTTTC is carrying out the mainstreaming of TVET in the Formal Education through intervention of MATRIC-TECH in the institutions of the Federal territories (ICT, AJK, GB).NAVTTTC is also taking measures to improve the image of TVET and encourage more students and prestigious institutions to benefit from TVET.

In line with its mandate, NAVTTTC has been actively engaged in implementing a range of skill training programs aimed at enhancing the employability and expertise of the Pakistani workforce. To further advance these initiatives and align them with the ever-evolving demands of the job market, NAVTTTC recognizes the paramount importance of conducting a thorough skill gap analysis. This analysis is pivotal to identifying the specific areas where skill deficiencies exist, helping to bridge these gaps effectively.

In this pursuit, NAVTTTC seeks to establish strategic collaborations with Partners. These partnerships are crucial for several reasons. Firstly, they aim to increase foreign remittances by preparing a workforce that can secure lucrative employment opportunities abroad. Furthermore, by nurturing globally recognized skill standards and mapping the dynamics of the global job market, NAVTTTC intends to position Pakistan more competitively in the international arena, enhancing its ability to penetrate global markets and gain a larger share of the global human resource market.

To achieve these ambitious goals, NAVTTTC is taking the significant step of engaging in a joint venture with a reputable public and private sectors. This collaboration will focus on local and international skill gap identification, demand and supply forecasting, and bolstering research, development, and skill training activities within the TVET sector of Pakistan. NAVTTTC's endeavors are not only aimed at enhancing the skill sets of the local workforce but also at ensuring that Pakistan's labor force can effectively compete on the global stage. By addressing skill gaps, fostering international standards, and expanding the presence of Pakistani talent abroad, NAVTTTC's efforts are poised to make a profound impact on the country's economy and the prosperity of its people particularly women empowerment which are more than fifty percent of our population.

NAVTTTC programmes aim to ensure the access, quality and efficiency and relevance of technical and vocational training to achieve the national skills goals envisioned in the SDGs and strategic plan of Government of Pakistan through the expansion of flexible vocational education opportunities to out-of-school children and youth for improved livelihoods and increasing employment opportunities.

NAVTTTC is implementing the skill development and TVET uplift program namely; Prime Minister's Special package to implement "Skills for All" Strategy as catalyst for TVET sector development in Pakistan. The program comprises of various areas of interventions (components), required to revamp TVET practices in Pakistan.

Additionally, preparing Pakistani youth for international job market, both for improving socio-economic circumstances of Pakistani youth and earning the country maximum foreign remittances, is the prime objective of this program. The skilled workforce is likely to make best use of opportunities opened up by initiation of mega projects under the CPEC framework as well as international market demand, in the wake of forthcoming international economic activities. Therefore, the overarching and cumulative objective of the NAVTTTC skill development programs is ensuring the best outcome for the country from its demographic dividend resulting from our huge youth bulge, both in terms of the socio-economic wellbeing of youth and also increased productivity and competitiveness of Pakistani industry and economy be focusing following areas: _

- i. Skills and technical training especially in new areas/trades.
- ii. Research and Development in TVET .
- iii. Employment generations in domestic and international market.

Section 03

S. No.	Eligibility (Part-I)																
1	Status of Applicant/partner <input type="checkbox"/> Public <input type="checkbox"/> Private Sector Organizations <input type="checkbox"/> University <input type="checkbox"/> TVET Institutes <input type="checkbox"/> Industrial Associations <input type="checkbox"/> Trade Union <input type="checkbox"/> NGOs <input type="checkbox"/> Private Businesses <input type="checkbox"/> Other																
2	Management Capability (<i>Attach details</i>) Having Professional Technical Expertise in relevant field .																
3	Company Location & with Valid document proof (<i>Attach details</i>) <input type="checkbox"/> Own Building <input type="checkbox"/> Company's office in Islamabad/Rawalpindi <input type="checkbox"/> Company's office in other provinces / cities/AJK/GB. <input type="checkbox"/> Aboard etc																
4	Relevant experience and past performance (<i>Attach details</i>) <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name of Project</th> <th style="width: 20%;">Value(Rs)</th> <th style="width: 20%;">Completion period</th> <th style="width: 30%;">Name of Partner(Public / Private)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Name of Project	Value(Rs)	Completion period	Name of Partner(Public / Private)												
Name of Project	Value(Rs)	Completion period	Name of Partner(Public / Private)														
5	Audit Reports Or Grading for Pakistan Credit Rating Agency Limited (PACRA) (<i>Attach details</i>)																
6	Firm Annual Turnover minimum two years (<i>Attach details</i>)																
7	Financial status																
8	Project Completion schedule(Gantchart)																
9	Affiliation / Agreements with International firms / forums (<i>Attach details</i>)																
10	International Affiliation / Joint Venture(Detail may be attached)																
11	International Agreement / Joint Venture (Detail may be attached)																

Sector of Interest (Part-II)	Mention clearly
Construction Sector	
Energy & Renewable Energy	
Agriculture, Live Stock, Dairy & Food	

Skills for Women	
Creative Arts	
Regional/ Traditional Trades	
Hospitality & Hotel Management	
Manufacturing (Textile Sector)	
Manufacturing (General Industry)	
Industry (Aviation)	
Industry (Industrial Engineering)	
Industry(Petroleum Technologies)	
Industry(Geographic Information System (GIS)	
Industry(Chemical)	
Industry(Marine Aquaculture)	
Transportation and Logistics	
Services(Electronic & Print Media)	
Services (General)	
Services(Paramedics)	
Business and Information Technology(Office Automation)	
Business and Information Technology(Artificial Intelligence)	
Business and Information Technology (E Business & Telecom)	
Business and Information Technology(Robotics & Advanced Electronics)	
Business and Information Technology (General)	
Any Other Sector/Trade	

Section 4

Technical Bid Proposal Form

(To be submitted in an envelope duly sealed and marked as Technical Proposal)

Name of Bidder:	[Insert Name of Bidder]
Reference of Tender	Mention area of interest for joint venture alongwith detail of Business Plan
Qualification , capacity and expertise	<p>1.1..Applicants ’s general organizational capability: management structure, financial stability and project financing capacity, project management controls, extent of work to be subcontracted (if so, provide details).</p> <p>1.2.Relevance of specialized knowledge and experience on similar engagements done in the region/country. Bidder should submit a detailed description of the projects executed (quantities, value, beneficiary).</p> <p>1.3.Manufacturer’s strengths covering the regional/ global market presence, hi-</p>

	<p>tech products portfolio, manufacturing capacity, R&D activities resulting in national and international patents, quality control and assurance practices, and international certifications in relevant areas.</p>	
<p>Management Structure and Key Personnel</p>	<p>2.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of project describing relationship of key positions and designations.</p> <p>2.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to scope of goods and/or services.</p>	
	<p>Format for CV of Proposed Key Personnel</p>	
	<p>Name of Personnel</p>	<p>[Insert]</p>
	<p>Position</p>	<p>[Insert]</p>
	<p>Nationality</p>	<p>[Insert]</p>
	<p>Language proficiency</p>	<p>[Insert]</p>
	<p>Education/Qualifications</p>	<p><i>[Summarize college/university and other specialized education member, giving names of schools, dates attended, and degrees obtained.]</i></p> <p>[Insert]</p>
	<p>Professional certifications</p>	<p><i>[Provide details of professional certifications relevant to goods and/or services]</i></p> <p><input type="checkbox"/> Name of institution: [Insert] <input type="checkbox"/> Date of certification: [Insert]</p>
<p>Employment Record/ Experience</p>	<p><i>[List all positions held by personnel (starting with present reverse order), giving dates, names of employing organization and location of employment.</i></p> <p>Signature of Personnel Date (Day/Month/Year)</p>	

Section 5

Financial Bid Proposal Form

Financial Proposal (Amount in PKR)

Sr. No.	Sector	Amount in PKR

Section 6

INTEGRITY PACT

The Qualified applicant / partner will be required to submit the below text on stamp paper after filling in the details and duly signed as well as stamped, as part of their RFQ Proposal.

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC
PAYABLE BY THE APPLICANT / PARTNER IN CONTRACTS WORTH RS. 10.000
MILLION OR MORE

(To be filled by the bidder as a part of technical proposal)

Contract Number: _____ Dated: _____

Contract Value: _____

Contract Title: _____

_____ hereby declare that it has not obtained or induced any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business partner.

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

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

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

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

_____ [Company /Firm]

Section 7

(Joint Venture/Consortium/ Association Information Form

(To be Submitted in an envelope duly sealed and marked as Technical Proposal)

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:			

To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/ Association.

No	Name of Partner and contact information <i>(address, telephone numbers, fax numbers, e-mail address)</i>	Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]
Name of leading partner (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)		[Complete]

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

Letter of intent to form a joint venture **OR** JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to NAVTTC for the fulfillment of the provisions of the Contract.

Name of partner: _____

Name of partner:

Signature: _____ Signature: _____

Date: _____ Date: _____

Name of partner: _____

Name of partner:

Signature: _____ Signature: _____

Date: _____ Date: _____

SECTION 8

STANDARD FORM OF CONTRACT

AGREEMENT is made at _____ on the day of 2023 between National Vocational & Technical Training Commission (NAVTTTC) (hereinafter called —the Purchaser -1) of the one part and [name of Supplier]of[city of Supplier] (hereinafter called —the Supplier-2) of the other part: (hereinafter also referred to collectively as the “Parties” and individually as a “Party”).

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [Title of Procurement and has accepted a bid by the Supplier for the supply of those goods and 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.: i. General Conditions of Contract; ii. Special Conditions of Contract; iii. Request For Proposal (RFP)/Bidding Documents a. Specifications /Requirements b. Supplier’s Bid (Bid Form & Price Schedule submitted by the bidder) c. Notification of Award/ Acceptance Letter d. Performance Security
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of this Agreement.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, 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 this Agreement. IN WITNESS where of the Parties here to have caused this Agreement to be executed in accordance with the respective laws the day and year first above written.

Signed, sealed, delivered by the (for the Applicant)

Witness1: Witness2:

Signed, sealed, delivered by the (for the Agency) Witness1: Witness2:

Section 11

GENERAL CONDITIONS OF CONTRACT (GCC)

Definitions: Boldface type is used to identify the defined terms

- a. The Contract is the agreement between the Purchaser and the Supplier / Service Provider to execute, complete, and maintain the supplies, services and other work as specified in the Form of Contract or in other sections of the Contract.
- b. The Purchaser means the organization purchasing the Goods, services and other works as named in Form of Contract.
- c. The Supplier is a person or corporate body whose bid to carry out the Supplies / services / work has been accepted by the Purchaser and is named in the Form of Contract.
- d. The Supplier's Bid is the completed document (RFP/Invitation for Bids together with attachments) submitted by the Supplier to the Purchaser.
- e. The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- f. Days are calendar days; months are calendar months.
- g. A Defect is any part of the Supplies, services and work not completed in accordance with the Contract.
- h. Specification means the Specification of the Supplies included in the Contract and any modification or addition made or approved by the Purchaser.
- i. The Site is stated in SCC: where supplies, services and work are to be made at Supplier's expenses.

2. **Scope:** The Supplier would provide supplies as stated in the Schedule of Requirements or any other requirements pursuant to GCC, during the period of the contract.

3. **Communications:** Communications between Parties that are referred to in these Conditions shall be effective only when made in writing. A notice shall be effective only when it is delivered to addresses specified in Form of Contract

4. **Language and Law:** The Contract shall be in the English language. The law governing the Contract shall be the applicable law(s) of the Government of Islamic Republic of Pakistan and other requirements as listed at SCC

5. **Performance Security:**

- 5.1 Within twenty one (21) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.

5.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

5.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be an unconditional bank/Insurance guarantee issued by a scheduled bank/ SECP registered Insurance Company located in the Purchaser's country, in the form provided in the bidding documents or as per Clause 2 of Special Conditions of the Contract (SCC).

5.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days after the completion of the Contract fulfilling all the obligations.

6. **Payments:** The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

6.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Job completed and upon fulfillment of other obligations stipulated in the Contract.

6.2 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier. (unless funds are not received from Government, in which case he will be informed). Tender Documents – NAVTTC- 3rd Party Impact evaluation, tracer studies Page 50 of 57

7. **Taxes:** The Supplier is responsible for all taxes in accordance with the laws of Islamic Republic of Pakistan. Production of Sales Tax Invoice would be mandatory for receiving payments under contract.

8. **Price Adjustment:** Prices charged by the Supplier for Job delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid.

9. **Change Orders:**

9.1 The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following: a. Quantities of articles, equipment/services and their specifications; b. the place of delivery/work and services.

9.2 If any such change causes increase or decrease in the cost of, or the time required for, the Supplier performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier receipt of the Purchaser's change order.

10. **Amendment:** Subject to GCC Clause 9, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.

11. **Warranty:** As specified in the SCC.

12. **Inspections & Tests:**

12.1 The Purchaser or its representative shall have the right to inspect and/or to test the quality of the supplies and services, to confirm their adherence to the Contract Specifications at no extra cost to the Purchaser. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

12.2 The inspections and tests may be conducted at point of delivery/services/ work or at the final destination. If conducted, all reasonable facilities and assistance shall be provided at no charge to the Purchaser.

13. **Supplier's Risks:** The risks of personal injury, death, and loss or damage to property and adjacent property (including, without limitation, the Supplies, materials and equipment/services) are Supplier's risks.

14. **Liquidated Damages:** Subject to GCC Clause 16, if the Supplier fails to deliver goods as specified in the Contract timely, the Purchaser 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 performance for each week until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC clauses.

15. Quality: No variation in matter and material etc. from specifications/requirements will be allowed. In case of delayed/unsatisfactory performance or non-performance, Purchaser shall impose a suitable penalty which may lead to the termination of the contract in part or in full. The Purchaser will recover the cost of job with substandard quality i.e. other than specifications/requirement, from accrued payments. The name of such Supplier can also be posted on website of the NAVTTC for information of all Procuring Agencies.

16. Force Majeure: Either party may terminate this Contract by giving a thirty (30) days notice to the other in case of Force Majeure. "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Purchase Order/Work Order/Contract impossible or so impractical as to be considered impossible under the circumstances. This may include; but is not limited to, War, Riots, mega Tender Documents – NAVTTC- 3 rd Party Impact evaluation, tracer studies Page 51 of 57 Storm, mega

Flood, confiscation or any other relevant action by Government agencies. such as Wars and acts of God such as earthquakes, mega floods, fires, etc.

17. Termination:

17.1 Termination for Default. The Purchaser, 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 Supplier fails to deliver any or all of the Goods, services and work assigned to him within the period(s) specified in the Contract; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices, as defined at Rule 19 of PPR 2004, in competing for or in executing the Contract.
- (d) if the Supplier becomes bankrupt or otherwise insolvent

17.2 Termination for Convenience:

The Purchaser, by written notice sent to the Supplier 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 Purchaser'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.

18. Resolution of Disputes: The Purchaser and the Supplier shall make every effort to resolve amicably by direct negotiations any disagreement or dispute arising between them under or in connection with the Contract. In case of further disagreement either party can take the matter to Grievances Redressal Committee and then arbitration in accordance with the Arbitration Act of 1940. However such proceedings cannot initiate till 45 days of the notification of disagreement. The decision of arbitrator shall be final and will have to accept both Parties. Both parties shall be bound to exercise above mentioned remedial forums prior to exercising right of court of law for justice.

19. Arbitration : In the event of any question, dispute or difference arising under the contract agreement in connection therewith, as to matters arising pursuant to this Purchase Order/Work Order/Contract, (except as to matters, the decision to which is specifically provided under the contract agreement) the same shall be referred to the sole arbitration of the ED NAVTTC, Government of Pakistan, (hereinafter referred to as the said officer), whose decision will be final. The ED NAVTTC may nominate a senior official to be the Arbitrator; if he is unavailable for any reason, or he may request arbitration of some other person appointed by the Board/Government (Ministry of Federal Education and Professional Training).

20. Extension of Contract: Fifteen days before the expiry of the contract period, NAVTTC may renew or extend this contract, in its sole discretion as per its SOPs.

SPECIAL CONDITIONS OF CONTRACT (SCC)

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 Clause1) GCC 1** (i)—The Purchaser's site is: General Administration Section, National Vocational & Technical training Commission, Plot # 38, Kirthar Road, Sector H-9, Islamabad.
2. **Performance Security/guarantee (GCC Clause 5)** Performance Bank Guarantee @ 10% of Contract Value, Rs. /- in shape of Bank/Insurance Guarantee is to be provided as per Rule 39 of Public Procurement Rules 2004.
3. **Payment (GCC Clause 6)** Full (100 %) payment in Pak Rupees of the items supplied, services and work against each purchase order will be made upon receipt of invoices/delivery challan, after supply of the items, subject to issue of completion and satisfactory certificates by the Purchase/Technical Committee and subj subject to submission of the Performance Security (Bank/insurance Guarantee) as specified at GCC Clause 5 and SCC Clause 2.
4. **Warranty (GCC Clause 11)** The supplier will provide full support during the warranty period including replacement of all or partial supplies and removal of defect in work/services done till the satisfaction of the Purchaser and associated parts and components replacement without any cost to purchaser in case of damaged and under specifications of supply etc.
5. **Liquidated Damages (GCC Clause 14)** Subject to GCC Clause 14 herein, if the Supplier fails to deliver the goods or perform the services within the time period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under this Contract deduct from the Contract Price, as liquidated damages, a sum equivalent to 2.5 percent of the purchase order for each week of delay until actual delivery or performance, up to a maximum 10% deduction of contract value. Once the maximum is reached, the purchaser may terminate this Contract.