

REQUEST FOR PROPOSAL



**Tender Document
For
“Joint Venture with Training Service Providers for Facilitating
Overseas Employment and Enhanced Foreign Remittance”**

TENDER NOTICE

National Vocational & Technical Training Commission (NAVTTTC), Government of Pakistan, management invites sealed proposals through Single Stage - Two Envelope Bidding Procedure as per Rule-36(b) of PP Rules, 2004 from interested and registered firms for the **“Joint Venture with Training Service Providers for Facilitating Overseas Employment and Enhanced Foreign Remittance”** for TVET sector across Pakistan, including Gilgit-Baltistan and Azad Jammu & Kashmir, for NAVTTTC executed programmes.

2. The interested bidders must be technically sound and registered / affiliated with respective TVET governing authority, taxation and other relevant authorities in Pakistan (with valid NTN and STRN) and should possess the relevant experience and proven track record for “Joint Venture with local and foreign Training Service Providers for post skill training Overseas placement / employment of youth and fetch foreign remittance” through their sent skilled workforce serving abroad. Moreover, entity should also possess the capability for local and international skill gap identification, local and foreign skilled workforce demand and supply forecasting and preparation of skilled workforce in their designated skill training and assessment center. The bidder shall demonstrate the capacity to complete the requisite tasks / assignment 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.

3. **Single Stage – two Envelope** procedure will be adopted under Rule 36 (b) of PPR Rules-2004. The separately sealed Technical and Financial bids complete in all respects should be submitted through EPADS and also in hard format before the cut-off date.

4. The closing time for receiving of the bids is **10th October, 2024 till 02:00 p.m.** and which shall be opened publically on the **same date at 02:30 p.m.** in NAVTTTC Headquarters, Plot No.38, Kirthar Road, Sector H-9, Islamabad

5. Tender documents containing RFP along with detailed terms and conditions can be obtained (free of cost) from the office of Deputy Director (Procurement), NAVTTTC HQs, Islamabad during office hours and also available on EPADS web portal of PPRA’s EPADS and official website of NAVTTTC (<https://navttc.gov.pk>). **No bid shall be entertained if not applied through EPADS.**

6. All terms and conditions contained in the RFP / Bidding Documents shall apply.

7. NAVTTTC reserves the right to accept or reject any or all bids/proposals in accordance with PPRA Rules-2004.

Deputy Director (Procurement)
(051)9044307

GOVERNMENT OF PAKISTAN
(NATIONAL VOCATIONAL & TECHNICAL TRAINING COMMISSION)

INSTRUCTIONS TO BIDDERS

This Tender document shall be used for submission of Competitive Bidding for participating in the subject tender. Interested bidders may download the tender document from the PPRA's and NAVTTC's websites. Submission of bids through EPAD is a mandatory requirement and only hard copies will be submitted to the NAVTTC. The qualified bidders with the lowest evaluated bid and subject to the approval of the work plan will be awarded the contract.

DATE, TIME & ADDRESS FOR SUBMITTING BIDS

Name of Procuring Agency	National Vocational & Technical Training Commission (NAVTTC)
Last date for response submission:	10th October, 2024 till 02:00 p.m.
Opening Date & Time:	10th October, 2024 till 02:30 p.m.
Opening Place:	Committee Room, NAVTTC HQs, Plot # 38 Sector H-9 Kirthar Road Islamabad.
Contact Person:	Deputy Director (Procurement)
Phone:	+92 51 904 4315

Note: The last date for bid submission has been extended by the competent authority in terms of Rule 27 of PPR, 2004

2. TERMS & CONDITIONS FOR TENDER SUBMISSION.

- i) The tender should be filled in carefully (**preferably typed**). No correction/alteration is allowed. Each page must be signed and stamped. Incomplete forms will not be accepted. Registration Certificate with the Sales Tax / Income Tax Departments must be attached.
- ii) Single Stage - Two Envelope (Quality and Cost Based) Bidding Procedure specified in the Public Procurement Rules, 2004 shall be followed for receiving and processing the bids. Bid Security not less than as Rs.5,000,000/= mentioned in Tender Documents in the shape of **Pay Order/Bank Draft** is required in the name of **Deputy Director (Procurement), NAVTTC HQs, Islamabad**. Neither personal cheques nor the bids received without earnest money will be accepted.
- iii) The bid validity period is 120 days from the date of publication.
- iv) In case, the tender is accepted by the competent authority, the earnest money will be retained till completion of the agreement period. However, the earnest money of the unsuccessful bidders will be returned on receipt of a written request.
- v) The offered rates should include GST/Government taxes, delivery, installation and necessary software charges etc.
- vi) The bid must indicate the sound financial status of the bidder. It should be supported by evidence, like a certificate from a reputed bank.
- vii) National Tax No., GST Registration Number and Vendor Number and bank account number must be indicated by each bidder.

- viii) The bidder will have to submit an affidavit on stamp paper of **Rs.50/-** that the firm has not been blacklisted in the past on account of inefficiency to any public sector organization. The affidavit should be attested by the Notary Public. On account of the submission of false statements, the firm shall be blacklisted and debarred from the bidding process. No case /legal proceeding is pending against the firm in any private/public sector or any court of law.
- ix) Any lapse in fulfilling requirements or any other stipulated condition (s) in the tender shall render the bid liable to rejection.
- x) The contract will be awarded to the lowest evaluated bidder deemed the Most Advantageous Bid after approval by the Tender Purchase Committee / Competent Authority. However, the Competent Authority reserves the right to request a performance guarantee to ensure the reliability and capability of the bidder, as the decision to award the contract will be based on both the bid amount and the bidder's ability to meet performance standards. The Competent Authority's decision will be final.
- xi) The result of the bid evaluation under Rule 35 of PP Rules, 2004 will be announced ten days prior to the award of contract to the successful bidder. In case of any complaint of bidder, a Redressal Grievance Committee already constituted in the NAVTTC will address the grievances.
- xii) The procuring Agency may reject all the bids or proposals at any time prior to the acceptance of a bid or proposal under rule 33 of the Rules *ibid*.
- xiii) The interested firms must give full address of their Head Office & Branch Offices with Telephone/Fax Numbers and contact persons.
- xiv) Income Tax/any other tax, if leviable will be deducted at source on the prescribed rate for onward payment to the Income Tax Department/Government.
- xv) The Successful firm shall have to complete the assignment within the contract period. In case assignment is not carried out within the stipulated period a penalty @ 0.1% per day of the amount of the contract will be imposed and amount will be deducted from the bills of the firm.
- xvi) A 10% Performance Guarantee against contract value will be retained by this Commission during the contract period.

3. **INSTRUCTIONS TO BIDDERS (ITB)**

A. GENERAL TERMS	
1. Introduction	<p>1.1 Bidders shall adhere to all the requirements mentioned in this document/ITB, including any amendments made in writing subsequently by “National Vocational & Technical Training Commission” management (Hereinafter NAVTTC). (Purchaser). This ITB will be governed under Public Procurement Rules, 2004, especially Rule 36, as amended from time to time; and the instructions of the Government of Pakistan / NAVTTC Board of Management, received at any time, until the completion of the assignment/project.</p> <p>1.2 Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by NAVTTC management. NAVTTC is under no obligation to award a contract to any Bidder.</p> <p>1.3 NAVTTC management reserves the right to cancel the procurement process, at any stage without assigning a reason, before award of contract, without any liability/cost of any kind for NAVTTC, upon notice to the bidders or publication of cancellation notice on NAVTTC website.</p>
2. Fraud & Corruption, unethical practices	<p>2.1 NAVTTC strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices. NAVTTC requires all bidders/ vendors observe the highest standard of ethics during the procurement process and contract implementation.</p> <p>2.2 Bidders/ vendors shall not offer gifts or hospitality of any kind to NAVTTC staff members, or anyone claiming to act on its behalf.</p> <p>2.3 In pursuance of this policy, NAVTTC management:</p> <ul style="list-style-type: none"> (a) Shall reject a bid, if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) may declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract, if at any time NAVTTC management determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a NAVTTC contract.
3. Eligibility	<p>3.1 A vendor should not have been suspended, debarred, or otherwise identified as ineligible by any Government/ Semi-government/ or any other international Organization. Vendors are therefore required to disclose to NAVTTC, if they are subject to any sanction or temporary or permanent suspension imposed by any organizations.</p> <p>3.2 It is the Bidder’s responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/ or their employees meet the eligibility requirements as established by NAVTTC management.</p>
4. General Terms	<p>4.1 The Bidder should be registered with FBR / Sales Tax / Income Tax Department.</p> <p>4.2 An affidavit on legal stamp paper worth Rs. 100 to the effect that the Bidder has not been blacklisted by any Government/ semi Government organization.</p> <p>4.3 An affidavit that there is no litigation with Government Organizations by or against the firm.</p>
B. PREPARATION OF BIDS	

5. General Considerations	<p>5.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>5.2 The scope of work / deliverables is given in Section-4 of this ITB Tender Document.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the NAVTTC accordingly.</p>
6. Cost of Preparation of Bid	6.1 The Bidder shall bear all costs related to the preparation and/ or submission of the Bid, regardless of whether its Bid is selected or not. NAVTTC shall not be responsible or liable for any costs or liability, regardless of the conduct or outcome of the procurement process.
7. Language	7.1 The Bid, as well as any, and all related correspondence exchanged by the Bidder and NAVTTC, shall be written in the English / language(s) specified by NAVTTC.
8. Documents Comprising the Bid	<p>8.1 The Bid shall comprise of the following documents and related forms, which details are provided in this BDS / Tender document:</p> <ul style="list-style-type: none"> a) Documents establishing the Eligibility and Qualifications of the Bidder; b) Technical Bid; for all the activities and deliverables mentioned in this document and its attachments. c) Financial Bid, on the basis of cost estimation for all the activities and deliverables mentioned in this document and its attachments. d) Bid Security, if required by BDS; e) Any attachments and/or appendices to the Bid.
9. Documents for Eligibility and Qualifications	9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, while providing documents required in this TENDER DOCUMENT. In order to award a contract to a Bidder, its qualifications must be to NAVTTC's satisfaction.
10. Technical Bid Format and Content	<p>10.1 The Bidder is required to submit the Technical Bid, as per the guidelines given in this TENDER DOCUMENT.</p> <p>10.2 Samples of items or the work plan, when required as per Section-4, shall be provided within the time specified, and unless otherwise specified by the Purchaser in writing, at no expense to the NAVTTC. If not destroyed/damaged by testing, the samples may be returned at Bidder's request and expense, unless otherwise specified by NAVTTC.</p> <p>10.3 When applicable and required as per Section-4, the Bidder shall describe the necessary training program available for the maintenance and operation of the equipment/services/system or work plan/processes, offered to the NAVTTC staff. Unless otherwise specified, such training as well as training materials shall be provided in English / the language of the Bid, as specified in this BDS.</p>
11. Price Schedule	<p>11.1 The Price Schedule / Financial should be quoted by vendor, in separate envelope as per PP Rule 36 (d) for all the activities and deliverables/services mentioned in this document and its attachments. (Details available)</p> <p>11.2 Any requirement/equipment/services etc described in this ITB, but not priced in the Price Schedule, shall be assumed to have been included, and its cost included in the prices of other activities or items, as well as in the final total price.</p>

12. Bid Security	<p>12.1 A Bid Security shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for the duration as referred in BDS.</p> <p>12.2 The Bid Security shall be included and provided, along with the Bid. If Bid Security is not found in the Bid, the Bid shall be rejected.</p> <p>12.3 If the Bid Security amount or its validity period is found to be less than what is required by NAVTTC management, the Bid shall be rejected.</p> <p>12.4 The Bid Security shall be forfeited by NAVTTC, and the Bid rejected, in the event of any, or combination, of the following conditions:</p> <ol style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or; b) In the event that the successful Bidder fails: <ol style="list-style-type: none"> i. to sign the Contract after NAVTTC has issued an award; or ii. to furnish the Performance Security, insurances, or other documents that NAVTTC may require as a condition precedent to the effectivity of the contract, that may be awarded to the Bidder.
13. Currencies	<p>13.1 All prices shall be quoted in Pakistan Rupees.</p> <p>13.2 If required by NAVTTC management, NAVTTC may convert the currency quoted into the currency indicated in BDS, in accordance with the prevailing Inter Bank rate of exchange, at any time before award of contract.</p>
14. Joint Venture, Consortium or Association	<p>14.1 If the Bidder is a group of entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that: (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association, jointly and severally, which shall be evidenced by an intent letter or an Agreement among the legal entities duly notarized, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between NAVTTC and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered, without the prior written consent of NAVTTC management.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 15 herein, in respect of submitting only one Bid.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement or Intent Letter. All entities that comprise the JV, Consortium or Association shall be cumulatively subject to the eligibility and technical qualification assessment by NAVTTC as defined in Section 5: Evaluation Criteria.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience / projects / initiatives, should clearly differentiate between:</p> <ol style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>14.6 Previous contracts completed by individual experts working privately, but who are permanently or were temporarily associated with any of the member firms may not be claimed as the experience of the JV, Consortium or Association or those of its members, unless NAVTTC management permits it in its discretion.</p>

15. Only One Bid	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>15.2 Bids submitted by two (2) or more Bidders may be rejected, if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or d) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. e) This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Bid Validity Period	<p>16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by NAVTTC and rendered non-responsive.</p> <p>16.2 During the Bid validity period, the Bidder shall maintain its original Bid, without any change, including the availability of the Key Personnel.</p>
17. Extension of Bid Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, NAVTTC may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing and shall be considered integral to the Bid.</p> <p>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid, unless agreed by NAVTTC.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid may not be further evaluated in sole discretion of NAVTTC management.</p>
19. Amendment in ITB	<p>19.1 At any time prior to the deadline of Bid submission, NAVTTC may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB, and then the Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, NAVTTC may, in its discretion, extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
20. Alternative Bids	<p>20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, NAVTTC management, in its sole discretion, reserves the right to award a contract based on an alternative Bid.</p> <p>20.2 If multiple/ alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid".</p> <p>20.3 Alternative cost effective solution is allowed, with same scope of work.</p>
21. Pre-Bid Conference	<p>21.1 A pre-bid conference and pre-presentation may be held at NAVTTC's discretion to review the firm and scope of work. Details will be provided in the Bidding Documents. Attendance is encouraged but not mandatory for bid eligibility. Minutes will be posted on the procurement website and shared via email/mail. No verbal statements during these events will change the ITB terms unless formally included in the Minutes or as written amendments.</p>
C. SUBMISSION AND OPENING OF BIDS	

22. Bid Proposal Submission	<p>22.1 The Bidder shall submit a duly signed, and with all pages numbered, complete Bid, in an Outer Envelope sealed and marked as per ITB 22.7, and in accordance with PP Rule 36(b) Single Stage–Stage Two Envelope Bidding Procedure. All bidders are expected to carefully read the provisions of PP Rules and submit proposal accordingly.</p> <p>22.2 The Bidder shall submit a Technical Proposal in accordance with requirements in the BDS, and it shall be marked as “Technical Proposal”, along with necessary, as well as supporting documents, as required in this TENDER DOCUMENT.</p> <p>22.3 Technical Proposal shall be evaluated in accordance with the specified evaluation criteria. It may be discussed with the bidders for the completeness of the offered solution, in sole discretion of NAVTTC management. Whereas the bidder may be given opportunity to present their solution in accordance to the vision, objective and scope of this Bid of NAVTTC.</p> <p>22.4 Bids can be delivered either personally, or by courier, as specified in the BDS.</p> <p>22.5 The Bid shall be signed by the Bidder or person(s) fully duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.</p> <p>22.6 Bidders must be aware that the act of submission of a Bid, in and of itself, shall be taken as confirmation that the Bidder fully accepts the General Contract Terms and Conditions.</p> <p>22.7 Hard copy submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <ul style="list-style-type: none"> a) The signed Bid shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail. (b) The Bid Proposals must be sealed and submitted in an envelope, which shall: <ul style="list-style-type: none"> i. Bear the name of the Bidder; ii. Be addressed to NAVTTC as specified in the BDS; and iii. Bear a warning not to open before the time and date for Bid opening as specified in the BDS. <p>If the envelope with the Bid is not sealed and marked as required, NAVTTC shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.</p>
23. Deadline for Submission of Bids and Late Bids	<p>23.1 Complete Bids must be received by NAVTTC in the manner and no later than the date and time, specified in the BDS. NAVTTC shall only recognize the actual date and time that the bid was received by NAVTTC.</p> <p>23.2 NAVTTC shall not consider any Bid that is received after the deadline for the submission of Bids.</p>
24. Withdrawal, Substitution, and Modification of Bids	<p>24.1 A Bidder may withdraw, substitute or modify its Bid, after it has been submitted at any time, prior to the deadline for submission.</p> <p>24.2 A bidder may withdraw, substitute or modify its Bid, by sending a written notice to NAVTTC, duly signed by an authorized representative, including a Power of Attorney. The corresponding substitution or modification of the Bid, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as “WITHDRAWAL” “SUBSTITUTION,” or “MODIFICATION”</p> <p>24.3 Bids requested to be withdrawn may be returned unopened to the Bidders, except if the bid is withdrawn after the bid has been opened.</p>

25. Bid Opening	<p>25.1 The Tender Committee constituted in writing by NAVTTC management, shall open the Bid in the presence of Bidders' representative(s) who choose to attend.</p> <p>25.2 The Bidders' names, modifications, withdrawals, the condition of the envelope labels/ seals, the number of folders/ files and/or any such details as NAVTTC management may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.</p> <p>25.3 In case of public holiday on bid opening day, bids will be opened on next working day, at the same time.</p>
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D. EVALUATION OF BIDS

26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder to influence NAVTTC in the examination, evaluation and comparison of the Bids or contract award decisions may, in sole discretion of NAVTTC management, result in the rejection of its Bid and may inter-alia be subject to any consequences.</p>
27. Preliminary Examination	<p>27.1 NAVTTC management shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used in technical proposal. NAVTTC management reserves the right to reject any Bid at any stage, without assigning a reason.</p>
28. Evaluation of Eligibility and Technical Qualification	<p>28.1 Eligibility and Technical Qualification of the Bidder shall be evaluated against the Minimum Eligibility/ Qualification requirements specified in the Section 5: Evaluation Criteria.</p> <p>28.2 In general terms, Bidders that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in the list of blacklisted or barred companies published on PPRA website or by NAVTTC, or any federal or provincial government department; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments. d) The firm must demonstrate robust financial stability and a proven track record of international collaboration, supported by relevant international financial statements from recognized banks. It should have a history of successful partnerships with global entities and possess the requisite experience, technical expertise, and production, delivery, or procurement capacity necessary to meet the service requirements. Additionally, the firm must hold applicable quality certifications and have established quality assurance procedures, ensuring that it is well-equipped with all the necessary resources to effectively supply the required services. e) They are able to comply fully with the NAVTTC General Terms and Conditions of Contract; f) They do not have a history of court/ arbitral award decisions; g) They have a record of timely and satisfactory performance with their clients. h) All other eligibility criteria mentioned in these Tender Documents. i) The State-Owned Entities may be dealt under PPRA Rule 42 (f).

29. Evaluation of Bid Proposals	<p>29.1 The Technical Committee constituted in writing by NAVTTC management, shall review and evaluate the Technical Bids, on the evaluation criteria, and on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS, other ITB documents, and as per PPRA Rules.</p> <p>29.2 If necessary, in NAVTTC management opinion, NAVTTC may invite technically responsive bidders for a presentation related to their technical Bids. Moreover, NAVTTC officers, if required, may visit bidders' premises to ascertain their capacity / capability and system/equipment/services being proposed.</p>
30. Due diligence	<p>30.1 NAVTTC reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to this ITB requirements and evaluation criteria; c) Inquiry and reference checking with entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that NAVTTC may deem appropriate, at any stage.
31. Clarification of Bids	<p>31.1 To assist in the examination, evaluation and comparison of Bids, NAVTTC management may, at its discretion, request any Bidder for a clarification of its Bid.</p> <p>31.2 This request for clarification and the response shall be in writing. No change in the prices or significant substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by NAVTTC in the evaluation of the Bids in accordance with the ITB.</p> <p>31.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by NAVTTC, may not be considered during the review and evaluation of the Bids, in NAVTTC's sole discretion.</p>
32. Responsive ness of Bid	<p>32.1 NAVTTC's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB, without material deviation, reservation, or omission.</p> <p>32.2 If a bid is not substantially responsive, it shall be rejected by NAVTTC management in its sole discretion. It may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
33. Right to Accept, Reject, Any or All Bids	<p>33.1 NAVTTC management reserves the right to accept or reject any proposal or all proposals, in response to the ITB, to render any or all of the proposals as non-responsive, and/or to reject all Proposals in response to the ITB, at any time prior to award of contract, while assigning the reason(s) thereof, without explaining them.</p> <p>33.2 As laid down in PPRA Rules, the management shall not be obliged to award the contract to the lowest priced offer, as the rules require that the most advantageous bid will be accepted.</p>
34. Handling of Bid Discrepancies and	<p>34.1 In the event of bid discrepancies or documentation errors during the tender process, the contracting authority reserves the right to review and clarify the submissions in accordance with the applicable regulations. Bidders may be contacted to rectify minor clerical errors or provide additional information to</p>

Documentation Errors	ensure the accuracy and fairness of the evaluation process. However, substantial alterations to the bid or material changes to the proposal after the submission deadline will not be permitted. The authority's decision in addressing discrepancies or errors will be final and binding.
35. Bidder Grievance	35.1 NAVTTC's grievance redressal mechanism provides an opportunity for redressal to those persons or firms not awarded a contract, or any major grievance, through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the Bidder may lodge a complaint to the NAVTTC management, as per the provision of PPRA Rule 48.
E. AWARD OF CONTRACT ON COMPLETION	
36. Evaluation	36.1 NAVTTC/Government shall conduct the evaluation on the basis of response to this tender received from the firms. 36.2 Evaluation shall be undertaken in the following steps: a) Preliminary Examination, including Technical Specifications and other compliances b) Arithmetical check, and ranking of bidders who passed preliminary examination by price. c) Evaluation of prices.
37. Integrity Pact	37.1 Bidders will also be required to submit a signed Integrity Pact on a stamp paper of appropriate value as part of their response. The text of Integrity Pact is available at Annex – I.
38. Definitions	38.1 The definitions of various terms used will be as per NAVTTC Law, Rules, SOPs, ITB, and NAVTTC management's determination will be final.
39. Award Criteria	39.1 NAVTTC shall award the contract to the Bidder that is found to be most responsive and most advantageous, at par with the requirements and Specifications, under the procedures of PPRA.
40. Contract Signing	40.1 After the approval of award of work, a Contract Agreement on the stamp paper of appropriate value shall be executed by NAVTTC management with selected Bidder (i.e. Contractor/Supplier) within 3 days (or as decided by NAVTTC management) from the date of issuance of the letter of intent (LOI). Failure to signing of Contract Agreement by the selected Bidder Firm with NAVTTC within the stipulated time may be considered as sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any. If the award is cancelled as above, then NAVTTC management may award the Contract to the Second most advantageous bid, or it may call for new Proposals under the provisions of PP Rules, 2004 amended 2020, in the sole discretion of NAVTTC management.
41. Sample draft Contract	42.1 A sample draft Contract to be signed, containing applicable General Terms and Conditions, will be provided by NAVTTC management after the Technical and Financial evaluation.
42. Performance Security/guarantee	43.1 The successful bidder (contractor/supplier) shall be required, within a maximum of ten (10) days of the Contract signing by both parties, to provide ' performance guarantee ' (un-lapsable till expiry of the contract) equal to ten percent (10%) of the total contract value, till completion of guarantee/warranty period referred to in the contract agreement as per Rule 39 of Public Procurement Rules 2004. It shall be considered as a necessary condition for rendering the contract effective.
43. Bank Guarantee for Advanced Payment	43.1 Payments will be made based on agreed deliverables/assigned work/services, as given in the contract. 43.2 Partial / proportionate Payments may be released against a valid bank guarantee and percentage of work completed, subject to procedure given in clause 51, in the sole discretion of NAVTTC management.

44. Grievance Redressal Committee	44.1 NAVTTC's grievance redressal mechanism provides an opportunity for redressal in case of any perceived grievance, during this procurement. In the event that a party believes that it was not treated fairly, they may lodge a complaint to the NAVTTC management, as per the provision of PPRA Rule 48.
45. Liquidated Damages	<p>45.1 The successful bidder shall have to complete the deliverables and assigned work, within the timeframes mentioned in Contract / Work Order. In case of failure to complete the job within the stipulated period, NAVTTC management may apply Liquidated Damages for the damages and/or risks caused to NAVTTC resulting from the Contractor's delays or breach of its obligations, as follows:</p> <ol style="list-style-type: none"> LD (Liquidated Damages) may be charged for the period of delay @ 2.5% percent of the remaining job/deliverable, per week or a part of a week for a period beyond the original delivery date, subject to the provision that total liquidated damages will not exceed 10% percent of the total Contract value. If the Contractor fails to complete deliverables/supplies/services/work as per NAVTTC management requirements, NAVTTC management reserves the right to reject the contract awarded altogether or the bidder shall replace and provide items as per approved specification / requirements (at own cost) or may impose a penalty not exceeding 50% of the total amount of the Contract. If the Contractor fails to provide deliverables/supplies/services/work as per NAVTTC management requirements, NAVTTC management may forfeit his earnest money as well as Performance Security, and the work will be done at the risk and cost of the contractor. Moreover, the firm will be blacklisted Delivery time may be extendable, on valid reasons, up to the maximum 6 months, in sole discretion of NAVTTC, within project lifetime.
46. Force Majeure	46.1 "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 Storm, mega Flood, confiscation or any other relevant action by Government agencies.
47. ARBITRATION	<p>47.1 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).</p> <p>The agreement to appoint an arbitrator will be in accordance with the Arbitration Act, 1940. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof or any rules made thereof.</p> <ol style="list-style-type: none"> The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid Arbitration Act, and the rules made there under, any modification thereof for the time being in force may be applied to the arbitration proceeding under this clause. The venue of the arbitration proceeding shall be the office of NAVTTC. The Contractor shall not approach any court / other forum, without exercising arbitration remedy.

	<p>4. Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.</p> <p>5. No damages be awarded to the contractor.</p>										
48. CONFLICT OF INTEREST	<p>48.1 The Bidder (including their personnel and sub-Bidders) or any of their affiliates shall not receive any remuneration in connection with the assignment, except as provided in the contract.</p> <p>48.2 The Bidder (including their personnel and sub-Bidders) or any of their affiliates shall not engage in any activity with respect to their assignment that conflicts with the interest under the contract, or that may place them in a position of being unable to carry out the assignment in the best interest of the Government of Pakistan.</p> <p>48.3 The Bidder shall provide professional, objective and impartial advice at all times and hold the Government of Pakistan interest's paramount, and in providing such advice to avoid conflicts with any other assignment and their own corporate interests.</p> <p>48.4 Bidders are required to provide a declaration regarding the nonexistence of any conflict of interest or conflicting activities in the Performa.</p>										
49. Delivery of Goods	<p>49.1 Contractor will be required to execute the requisite tasks assigned without claiming any additional cost to the public-sector institutes across Pakistan including AJ&K and Gilgit-Baltistan in quantities as determined and communicated by NAVTTC management.</p>										
50. Payment Provisions	<p>50.1 Payment will be made only upon NAVTTC's acceptance of the deliverables given in Section-4.</p> <p>50.2 The terms of payment shall be within Fourteen (14) working days, after receipt of invoice, and certification of acceptance of goods and/ or services issued by the proper authority in NAVTTC, with direct supervision of the Contractor. (subject to availability of funds). Payment will be affected by bank transfer in Pakistan Rupees.</p> <p>50.3 The Contractor shall provide all necessary supporting documents along with GST invoice, and other relevant documents as required by the NAVTTC management.</p> <p>50.4 The payment will be made upon approval by NAVTTC management, Payment will be made based on the percentage of the agreed employment targets achieved by the company.</p> <p style="text-align: center;">Payment Schedule</p> <table border="1"> <thead> <tr> <th>Milestones</th><th>%age of Payment</th></tr> </thead> <tbody> <tr> <td> <ul style="list-style-type: none"> Contract Awarded Student Enrollment Development of Training & LMS </td><td>30%</td></tr> <tr> <td>Satisfactory M&E Report (Third-Party)</td><td>30%</td></tr> <tr> <td>Student Employment</td><td> 70% Employment = 100% Payment 60% Employment = 80% Payment 50% Employment = 60% Payment Less than 50% = Confiscated Bank Guarantee </td></tr> <tr> <td>Bank Guarantee</td><td>10% of total project payment guaranteed by bidder</td></tr> </tbody> </table>	Milestones	%age of Payment	<ul style="list-style-type: none"> Contract Awarded Student Enrollment Development of Training & LMS 	30%	Satisfactory M&E Report (Third-Party)	30%	Student Employment	70% Employment = 100% Payment 60% Employment = 80% Payment 50% Employment = 60% Payment Less than 50% = Confiscated Bank Guarantee	Bank Guarantee	10% of total project payment guaranteed by bidder
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Bank Guarantee	10% of total project payment guaranteed by bidder										
51. Employment Verification	<p>51.1 NAVTTC reserves the right to verify that individuals trained by the firm are exclusively inducted into the relevant field for which they were trained. The firm must ensure that trainees, upon successful completion of the program, are employed in positions directly related to their training and are not permitted to pursue employment in unrelated fields. Any deviation from this requirement will</p>										

	<p>be considered a breach of the contract, and NAVTTC retains the authority to take appropriate actions, including but not limited to, the withholding of payment or termination of the agreement.</p> <p>51.2 International employment will be verified by BEOE</p> <p>z</p>
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4. **OBJECTIVES AND SCOPE OF WORK**

The following data for the goods and/or services to be procured shall complement, supplement, or amend the provisions in the Invitation to Bid. In the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail.

BDS No.	Ref. to Section .3	Data	Specific Instructions / Requirements
1.		Background of the Project	<p>NAVTTC's Role in International Employment and Remittances</p> <p>The National Vocational & Technical Training Commission (NAVTTC) plays a crucial role in enhancing Pakistan's Technical and Vocational Education and Training (TVET) sector to meet both national and international job market demands. As the federal apex body for policy making and regulation, NAVTTC has launched various initiatives to improve the skills of Pakistani workers, ensuring they are competitive in global markets.</p> <p>International Employment and Remittances Focus:</p> <p>NAVTTC has prioritized preparing Pakistani youth for international job opportunities, which significantly contribute to remittance inflows. Pakistani skilled workers in countries like Saudi Arabia, UAE, and South Korea bring in millions of dollars annually, supporting both their families and the national economy. By equipping workers with high-tech and market-oriented skills, NAVTTC enhances their employability abroad, thereby increasing foreign remittances. With the countries and their sectors to target below:</p>

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			<p>align with the goals and requirements of the project. Here are the key objectives:</p> <p>The primary objective of this project is to train 10,000 individuals in skills that are in high demand in international markets, specifically targeting opportunities for overseas employment. The selected bidder will be responsible for not only delivering the training but also ensuring successful job placements for these individuals in the global workforce.</p> <p>Benefits of this program are:</p> <ul style="list-style-type: none"> • Skill Development and Employability • Enhanced Workforce Capabilities • Holistic Skill Development • Industry Alignment • Entrepreneurship Promotion • Global Integration and Economic Growth • International Labor Market Integration • Foreign Remittances Generation • Economic Diversification • Social Impact and Community Development • Poverty Alleviation • Gender Equality <p>Ensure that all activities conducted by the Joint Venture firm align with relevant training provider organization and industrial act requirements, as well as local and international laws and regulations.</p> <p>Contribute to the economic growth of Pakistan by producing a skilled and globally competitive workforce that can meet the demands of the international markets.</p> <p>Coordinate with both head(s) of institute(s) and Director General, Regional Office NAVTTC and M&E Section of NAVTTC HQs, whenever, required. All activities should be in coordination and conjunction with the Regional offices.</p>
3.		Scope of Work / Deliverables	<p><u>Scope of work</u></p> <ul style="list-style-type: none"> • Conduct Needs Assessment • Develop Training Programs • Execute Training Programs • Certification • Job Placement Services • Visa and Travel Support • Post-Placement Support • Ongoing Support • Career Development • Monitoring and Evaluation • Performance Tracking • Program Evaluation • Reporting and Compliance • Regular Reporting • Regulatory Compliance • Stakeholder Engagement

			<ul style="list-style-type: none"> Engagement Activities: Engage with government agencies, international organizations, and local communities to support program objectives. <p><u>Deliverables</u></p> <ul style="list-style-type: none"> Training Needs Assessment Report Comprehensive analysis of skill requirements and training needs for target overseas employment markets. Training Program Curriculum Detailed training materials, including manuals, guides, and multimedia content. <p>Training Completion Certificates:</p> <ul style="list-style-type: none"> Official certificates for trainees who successfully complete the program. Placement Reports. Documentation of job placements, including employer details, job roles, and placement success rates. <p>Visa and Travel Documentation:</p> <ul style="list-style-type: none"> Assistance with visa approvals, travel itineraries, and pre-departure orientation materials. Post-Placement Support Plan. Ongoing support framework for employees placed overseas, including contact points and support services. Monitoring and Evaluation Reports. Regular updates on program performance, including data on employment outcomes and foreign remittances. <p>Compliance and Financial Reports:</p> <ul style="list-style-type: none"> Detailed reports on compliance with legal requirements and financial statements. <p>Stakeholder Engagement Summary:</p> <ul style="list-style-type: none"> Records of stakeholder meetings, public outreach activities, and engagement outcomes
4.	7	Language of the Bid	English
5.	22, 23, 27	Submitting Bids for Parts or subparts of the Schedule of Requirements (partial bids)	Not Allowed
6.	20	Alternative Bids	Alternative Bids shall not be considered. But alternative cost-effective solution may be allowed with same or higher scope of work/deliverables, in sole discretion of NAVTTC management.
7.	21	Pre-Bid conference	If planned, then it will be held 3 to 7 days earlier to the last date. The potential bidders are to re-confirm exact date from the contact person given in this document, at NAVTTC HQ.
8.	16	Bid Validity Period	120 days

9.	13	Bid Security	<p>A Financial bid must be accompanied by a bid security of Rs.5,000,000/ in the shape of Call Deposit/ Demand Draft drawn from scheduled banks, in favor of "DDO NAVTTC, Islamabad".</p> <p>The Bid Security may be forfeited by NAVTTC, and the Bid rejected, in the event of any, or combination, of the conditions mentioned in this document.</p>
10.	12	Currency of Bid	Pakistani Rupees (PKR)
11.	31	Deadline for submitting requests for clarifications/ questions	5 days before the submission deadline
12.	31	Contact Details for submitting clarifications/questions	<p>Focal contact Person in NAVTTC: Director General (P&D) National Vocational & Technical Training Commission, Plot # 38, Kirthar Road, H-9, Islamabad. Fax: +92 (51) 9044307, 9206324 E-mail address: (Dgnavttc21@gmail.com)</p>
13.	18, 19, and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Direct communication to prospective Bidders by email or through official letters from NAVTTC management
14.	23	Deadline for Submission	(12-09-2024 at 2:00 PM)
15.	22	Number of Set(s) of Bid	<p>Technical Proposal(s)</p> <ul style="list-style-type: none"> - One (01) Original - One (01) Copy <p>Financial Proposal(s)</p> <ul style="list-style-type: none"> - One (01) Original - (Bid Security of Rs.5,000,000/ must be enclosed to financial bid)
16.	22	Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> Courier/Hand Delivery (take receipt)
17.	22	Bid Submission Address	<p><input checked="" type="checkbox"/> <u>By Courier / Hand Delivery:</u> Director General (P&D) National Vocational & Technical Training Commission Plot # 38, Kirthar Road, H-9, Islamabad Tel: +92 (51) 9205815, 051-9206324</p>
18.	22	Electronic submission (email) requirements	Not Allowed

19.	25	Date, time and venue for the opening of bid	Date and Time: (12-09-2024 at 2:30 PM) Venue: Committee Room, National Vocational & Technical Training Commission, Islamabad
20.	27, 36	Evaluation Method	Eligible and qualified bids meeting the NAVTTC requirements and technical responsiveness, as stipulated in this ITB
21.		Evaluation Method for the Award of Contract	Most Advantageous Evaluated Bid.
22.		Expected date for commencement of Contract	Tentatively during , 01 October 2024

5 **EVALUATION CRITERIA**

Preliminary Evaluation Criteria

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements, as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity
- Bid Security submitted as per ITB requirements with compliant validity period

Minimum Eligibility and Technical Qualification Criteria

The Technical Proposal (as per FORM-E) will be evaluated on Score basis of technical bid. During the technical evaluation, the Bidder will require securing at least **65%** to qualify. Scores against each of the parameters defined in (FORM-E) will be according to documents provided by the Bidder, whereas scores in (FORM-E) will be awarded by Technical Committee in response to Bidder's presentation(s) / deliberations etc. In the cost evaluation process, firms intending to provide training services must note that pricing will be assessed based on the duration of the courses they offer. Proposals should clearly outline the timeframes for each training module, as the overall financial assessment will take into consideration the length and scope of the proposed courses. Firms are encouraged to provide detailed breakdowns to ensure accurate cost comparison. Explanation for each of such parameters and the assigned marks thereof are given as under:

ELIGIBILITY			
S. #	Subject	Criteria	Reference Documents)
1.	Bidder's Status	Participating as <input type="checkbox"/> Individual Company <input type="checkbox"/> JV/ Consortium/ Association (Not Applicable)	Form B: Joint Venture/ Consortium/ Association Information Form
2.	Legal Status	Compliance with all relevant laws and regulations related to TVET and other applicable laws in Pakistan.	Form C: Bidder Information Form
3.	Location of Offices	Bidder (Lead Bidder) has declared offices in (Islamabad/ Rawalpindi, Lahore, Karachi, Peshawar and Quetta) (Tick where relevant)	Form C: Bidder Information Form
4.	Principal's Authorization	Bidder or at least one member of JV/ Consortium/ Association must be Authorized Partner/ Reseller/ Dealer for the supply and services of quoted goods/ services.	Form C: Bidder Information Form
5.	Company in Operation	Bidder (Lead Bidder) is in operation for at least Four (04) years.	
6.	Financial Strength	The organization should possess a stable financial foundation to guarantee the successful execution of the proposed projects	

7.	Relevant Experience	Demonstrable experience and a track record in conducting trainings.	
8.	Eligibility	<p>The organization must be registered under the relevant trade organization and industrial act.</p> <p>Access to necessary infrastructure and resources to conduct skill training activities effectively.</p> <p>A strong track record of successful implementation and execution of similar projects in the relevant sector.</p> <p>Proven experience in facilitation for global manpower export and facilitation for executing customized skill training programs.</p> <p>A team of professionals with expertise in the field of technical and vocational education and training (TVET), including researchers, educators, and industry specialists.</p>	
9.	Bankruptcy	Bidder has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
10.	Certificates and Licenses	Bidder related: <ul style="list-style-type: none"> i Business Registration Certificate ii Trade & Industrial Association membership certificate iii Educational & Training Accreditation 	Form C: Bidder Information Form

DETAILS OF EVALUATION OF TECHNICAL PROPOSALS

Sr. No	Criteria/ Sub-Criteria & Marks		Total Marks	Marks Obtained
1	Technical Expertise		15	
	a.	Experience in relevant skill training programs (Nos.) <ul style="list-style-type: none"> ○ Training more than 5000 nos. 10 marks ○ Training of more 2500 nos.& less than 5000 nos. 05 marks ○ Training of 1000 nos. but less than 2500 nos. 02 marks ○ Training of less than 1000 nos. 00 marks 	10	
	b.	Expertise in industry-specific training: 5 & above 05 marks 1-4 03 marks Each training carries 01 mark	05	
2.	Liaisoning with Local and International Recruiters/Employers		30	
	a.	Liaison with International recruiters / employers for overseas job placement (MoUs): <ul style="list-style-type: none"> 5 & above 20 marks 2-4 08 marks Each MoU carries 04 marks (Approximate)	20	
	b.	Liaison with Local recruiting agencies/employers for placement in local market (MoUs): <ul style="list-style-type: none"> 10 & above 10 marks 5-9 05 marks 1-4 03 marks Each MoU carries 1 Mark (Approximate)	10	
3.	Facilitation for Skilled Manpower Export		15	
	a.	Experience in placing trainees in foreign employment <ul style="list-style-type: none"> i. Placement of more than 5000 15 marks ii. Placement between 3000 and 5000 10 marks iii. Placement between 3000 and 1000 5 marks iv. Placement less than 1000 0 marks 	15	
4.	Financial position of the Firm		20	
	a.	Financial turnover of the last Fiscal year (Minimum 300 million)	10	
	b.	Average financial Turnover of company (last Three Years) <ul style="list-style-type: none"> Above 500 million 10 marks 300 to 500 million 05 marks 100 to 300 million 03 marks Less than 100 million 01 marks 	10	
5.	Location & Outreach with Valid Legal Proofs		05	
	a.	<ul style="list-style-type: none"> i. Less than 03 Training facilities 0 marks ii. 3 Training facilities 03 marks iii. More than 3 Training facilities 05 marks 	05	
6.	Management capabilities of the company		15	
	a.	Total manpower <ul style="list-style-type: none"> i. 50-100 employees 01 mark ii. 101-150 employees 03 marks iii. 151-200 employees 05 marks (It includes all instructional, non-Instructional & Support staff)	05	
	b.	Cumulative cost of the training projects successfully executed if >; <ul style="list-style-type: none"> Less than 100 million 01 Marks More than 100 million but less than 200 million 03 Marks More than 200 million 05 Marks 	05	
	d.	International collaboration/ partners/etc.	05	

	Grand Total	100	
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- Note:**
- i) If the information against each criteria is not provided or provided information is less than requirement, zero marks will be awarded.
 - ii) The information shall be supported by documentary evidence in each criteria/sub-criteria.
 - iii) Technical proposals will only be evaluated on the basis of the technical proposals to the specification / requirements.

Proposals Scoring Criteria:

(1) The Bids shall be evaluated on a Quality & Cost Based Selection, with 70% weightage being allotted to technical proposals, and 30% weightage being allotted to financial proposals.

(2) The weightage of the marks obtained in the above criteria shall be eighty percent (80%) and will be calculated as under:

$$A = (\text{Marks Obtained out of 100}) \times 0.7$$

(3) Criteria for evaluation of quoted prices is as under:

$$B = [100 \times (\text{Lowest Financial Proposal Value} / \text{Financial Proposal Value to be evaluated})] \times 0.3$$

Final Score shall be calculated as per the following formula: Final Score = A + B

(4) The contract will be awarded to the firm obtaining highest Final Score (most advantageous bid).

ANNEXURE-A

FINANCIAL PROPOSAL

S.No.	Description	Financial Bid (Rs.) Inclusive of al taxes
1	Total cost of completing the assignment as per scope of work.	

ANNEXURE-B

Returnable Bidding Forms / Checklist

This section serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS 22.

Technical Bid:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Bid Submission Form	<input type="checkbox"/>
▪ Form B: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form C: Bidder Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Technical Bid Proposal Form	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria?	<input type="checkbox"/>

Name & Designation of Authorized Representative:

Signature:

Date:

Form A:**Bid Submission 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:	NAVTTTC-(TENDER DOCUMENT Reference No.)		

We, the undersigned, submit our Bid for the award of contract to supply the goods and related services required complete joint venture with trade and industrial association for comprehensive skill gap analysis, enhance skill training, and foster international labor market integration, with a focus on increasing foreign remittances and global market penetration, in accordance with your Invitation to Bid (TENDER DOCUMENT). We hereby submit our Bid, which includes this Technical Bid proposal.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium/Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by any of the Government/ Semi-government/ Autonomous organization;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any Organization in Pakistan;
- c) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against us that could impair our operations in the foreseeable future;
- d) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the NAVTTTC, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the NAVTTTC.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the NAVTTTC.

We offer to supply the goods and related services in conformity with the Bidding documents, including the NAVTTTC General Conditions of Contract and in accordance with the Schedule of Requirements and Technical Specifications.

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Bid you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should NAVTTTC accept this Bid.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form B: 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:	NAVTTTC-(TENDER DOCUMENT Reference No.)		

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 (address, telephone numbers, fax numbers, e-mail address)	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 NAVTTTC 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: _____

Form C: Bidder Information Form

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

Legal name of Bidder	[Complete]
Legal address & Branch Offices	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
No. of Technical Staff (Provide breakdown of staff)	
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Contact person that NAVTTC may contact for requests for clarifications during Bid evaluation (Only Lead Bidder)	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]

Please attach the following documents:

1. Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured.
2. Certificate of Registration of the business.
3. Company NTN/STRN Certificates
4. Principal's Authorization Letter in favor of Bidder to participate in this Tender.
5. Proven records of delivery capacity of 1 or more projects of similar value and complexity in which delivery and services are to be extended in various cities across the country.
6. Latest Audited Financial Statements (Income Statement and Balance Sheet) including Auditor's Report for the past (2 years).

Note: To be filled in by each partner in case Bid is submitted as a JV/ Consortium/ Association

Form D: Qualification 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:	NAVTTC-(TENDER DOCUMENT Reference No.)		

Action Plan

Please provide documents with all the information below, covering following aspects;

1. Understanding about the assignment
2. Introduction of the company
3. Strength & capacity to undertake the assignment
4. Similar work experience
5. Proposed Methodology
6. Work plan
7. Management plan

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by NAVTTC.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

History of Non-Performing Contracts
☐ Non-performing contracts did not occur during the last 3 years

☐ Contract(s) not performed in the last 3 years

Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Financial Standing

Annual Turnover for the last 3 years	Year Year Year	PKR PKR PKR
Latest Credit Rating (if any), indicate the source		

Financial information (in PKR equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

Form E: Technical Bid Proposal 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:	NAVTTTC-(TENDER DOCUMENT Reference No.)		

The Bidder's Bid should be organized to follow this format of the Technical Bid Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same may be viewed as non-responsive.

SECTION 1: Qualification, capacity and expertise

- 1.1 Bidder'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).
- 1.2 Bidder's 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)
- 1.3 Manufacturer's strengths covering the regional/ global market presence, hi-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.

SECTION 2: Management Structure and Key Personnel

- 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.
- 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.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i> ✦ Name of institution: [Insert] ✦ Date of certification: [Insert]
Employment Record/Experience	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position and location of employment.]</i> [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information about myself.

 Signature of Personnel

 Date (Day/Month/Year)

Scope of Supply and Technical Specifications

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements/specifications. All important aspects should be addressed in sufficient detail.

- 7.1 A detailed description of how the Bidder will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized controlled and delivered.
- 7.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 7.3 Detailed Implementation plan, including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

Warranty and Support Services

This section should demonstrate the Bidder's responsiveness to the post-delivery or after-sale warranty and support services of the goods/services supplied, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements. All important aspects should be addressed in sufficient detail along with a proposal for establishing a Maintenance Contract for at least 03 years.

- 8.1 A detailed description of how the Bidder will provide the Warranty claims to the users, keeping in mind the span and complexity of the project in context of local conditions and project environment.
- 8.2 Explain whether any services or work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed subcontractors and how everyone will function as a team.
- 8.3. All terms and conditions given in RFP are integral part of contract agreement.

Integrity Pact

The Pre-Qualified Bidders 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 SUPPLIER OF GOODS, SERVICES & WORK IN CONTRACTS
WORTH RS. 10.0 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 the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Pakistan) 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 Government of Pakistan, 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 Government of Pakistan 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 Government of Pakistan under any law, contract or other instrument, be voidable at the option of Government of Pakistan.

Notwithstanding any rights and remedies exercised by Government of Pakistan in this regard, _____ agrees to identify Government of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of Pakistan 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 Government of Pakistan.

[Buyer]

[Seller / Supplier]

ANNEXURE-G

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT is made at _____ on the _____ day of _____ 2022 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 whereof the Parties hereto 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 Purchaser)

Witness1:

Witness2:

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

Witness1:

Witness2:

GENERAL CONDITIONS OF CONTRACT (GCC)

- 1. 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).
- 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:

121 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.

122 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 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 Clause 1)

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 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.
